



ITC Cloud Service Agreements

1 — Last update: Apr 21, 2021

Interfacing Technologies Corporation

Table of Contents

1. Interfacing Customer Agreement	1
2. Service Level Agreement	16
3. Support Guidelines	19
4. Service Terms	22
5. Acceptable Use Policy	39
6. Privacy Policy	42
7. Trademark Use Guidelines	45

1. Interfacing Customer Agreement

This ITC Customer Agreement (this “Agreement”) contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below) and is an agreement between Interfacing Technologies Corporation (“ITC,” “we,” “us,” or “our”) and you or the entity you represent (“you” or “your”). This Agreement takes effect when click an “I Accept” button, or checkbox presented with these terms or, if earlier, when you use any of the Service Offerings (the “Effective Date”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

DEFINITIONS

- “*Acceptable Use Policy*” means ITC policy ITC Site (and any successor or related locations designated by us), as it may be updated by us from time to time.
- “*Account Information*” means information about you that you provide to us in connection with the creation or administration of your ITC account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with your ITC account.
- “*API*” means an application program interface.
- “*ITC Confidential Information*” means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. ITC Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and © the nature, content and existence of any discussions or negotiations between you and us or our affiliates. ITC Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the ITC Confidential Information.
- “*ITC Content*” means Content we or any of our affiliates make available in connection with the Services or on the ITC Site to allow access to and use of the Services, including APIs; WSDLs; Documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by our personnel). ITC Content does not include the Services or Third-Party Content.

- “*ITC Marks*” means any trademarks, service marks, service or trade names, logos, and other designations of ITC and its affiliates that we may make available to you in connection with this Agreement.
- “*ITC Site*” means <https://interfacing.com> (and any successor or related site designated by us), as may be updated by us from time to time.
- “*Content*” means software (including machine images), data, text, audio, video or images.
- “*Documentation*” means the user guides and admin guides for the Services on ITC Site (and any successor or related locations designated by us), as such user guides and admin guides may be updated by ITC from time to time.
- “*End User*” means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account. The term “End User” does not include individuals or entities when they are accessing or using the Services or any Content under their own ITC account, rather than under your account.
- “*Indirect Taxes*” means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.
- “*Losses*” means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees).
- “*Policies*” means the Acceptable Use Policy, Privacy Policy, the Site Terms, the Service Terms, the Trademark Use Guidelines, all restrictions described in the ITC Content and on the ITC Site, and any other policy or terms referenced in or incorporated into this Agreement, but does not include white papers or other marketing materials referenced on the ITC Site.
- “*Privacy Policy*” means the privacy policy on ITC Site (and any successor or related locations designated by us), as it may be updated by us from time to time.
- “*Service*” means each of the services made available by us or our affiliates, including those web services described in the Service Terms. Services do not include Third-Party Content.
- “*Service Attributes*” means Service usage data related to your account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.
- “*Service Level Agreement*” means all service level agreements that we offer with respect to the Services and post on the ITC Site, as they may be updated by us from time to time. The service level agreements we offer with respect to the Services are on ITC Site at <https://www.interfacing.com/help/cloud-service-agreements/1/en/topic/service-level-agreement> (and any successor or related locations

designated by ITC), as may be updated by ITC from time to time.

- “*Service Offerings*” means the Services (including associated APIs), the ITC Content, the ITC Marks, and any other product or service provided by us under this Agreement. Service Offerings do not include Third-Party Content.
- “*Service Terms*” means the rights and restrictions for particular Services on ITC Site at <https://www.interfacing.com/help/cloud-service-agreements/1/en/topic/service-terms> and any successor or related locations designated by us), as may be updated by us from time to time.
- “*Suggestions*” means all suggested improvements to the Service Offerings that you provide to us.
- “*Term*” means the term of this Agreement described in Section 8.1.
- “*Termination Date*” means the effective date of termination provided in accordance with Section 8, in a notice from one party to the other.
- “*Third-Party Content*” means Content made available to you by any third party on the ITC Site or in conjunction with the Services.
- “*Trademark Use Guidelines*” means the guidelines and trademark license located on ITC Site (and any successor or related locations designated by us), as they may be updated by us from time to time.
- “*Your Content*” means Content that you or any End User transfers to us for processing, storage or hosting by the Services in connection with your ITC account and any computational results that you or any End User derive from the foregoing through their use of the Services. For example, Your Content includes Content that you or any End User stores in ITC Simple Storage Service. Your Content does not include Account Information.

1. USE OF THE SERVICE OFFERINGS

1.1 Generally. You may access and use the Service Offerings in accordance with this Agreement. Service Level Agreements and Service Terms apply to certain Service Offerings. You will comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Service Offerings.

1.2 Your Account. To access the Services, you must have an ITC account associated with a valid email address and a valid form of payment. Unless explicitly permitted by the Service Terms, you will only create one account per email address.

1.3 Third-Party Content. Third-Party Content may be used by you at your election. Third-Party Content is governed by this Agreement and, if applicable, separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate fees and charges.

2. CHANGES

2.1 To the Service Offerings. We may change or discontinue any or all of the Service Offerings or change or remove functionality of any or all of the Service Offerings from time to time. We will notify you of any material change to or discontinuation of the Service Offerings.

2.2 To the APIs. We may change or discontinue any APIs for the Services from time to time. For any discontinuation of or material change to an API for a Service, we will use commercially reasonable efforts to continue supporting the previous version of such API for 12 months after the change or discontinuation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or © would cause us to violate the law or requests of governmental entities).

2.3 To the Service Level Agreements. We may change, discontinue or add Service Level Agreements from time to time in accordance with Section 12.

3. USE OF SERVICES AND CONTENT

3.1 Usage Limits. Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms and Documentation. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Service or Content may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and © except as set forth in an Order Form, a User identification may only be reassigned to a new individual replacing one who will no longer use the Service or Content. If You exceed a contractual usage limit, ITC may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional quantities of the applicable Services or Content promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 6.2 (Fees and Payment).

3.2 Usage Restrictions. You will not (a) make any Service or Content available to anyone other than Users, or use any Service or Content for the benefit of, anyone other than You, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, © use a Service or Non-ITC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-ITC Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, or use of any of Our Services in a manner that violates Our Acceptable Use and External Facing Services Policy , or to access or use any of Our intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Your own

intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, or (k) disassemble, reverse engineer, or decompile a Service or Content, or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service or (4) determine whether the Services are within the scope of any patent. Any use of the Services in breach of this Agreement, Documentation or Order Forms, by You or Users that in Our judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of the Services, however ITC will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

3.3 Removal of Content and Non-ITC Applications. If ITC are required by a licensor to remove Content, or receive information that Content provided to You may violate applicable law or third-party rights, ITC may so notify You and in such event You will promptly remove such Content from Your systems. ITC may so notify You and in such event You will promptly remove or modify the Content to resolve the potential violation. If You do not take required action in accordance with the above, ITC may disable the applicable Content and/or Service the potential violation is resolved.

4. SECURITY AND DATA PRIVACY

4.1 ITC Security. Without limiting Section 10 or your obligations under Section 4.2, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

4.2 Data Privacy. You may specify the ITC regions in which Your Content will be stored. You consent to the storage of Your Content in, and transfer of Your Content into, the ITC regions you select. We will not access or use Your Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. We will not (a) disclose Your Content to any government or third party or (b) subject to Section 3.3, move Your Content from the ITC regions selected by you; except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 3.2. We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage. The Privacy Policy does not apply to Your Content.

4.3 Service Attributes. To provide billing and administration services, we may process Service Attributes in the ITC region(s) where you use the Service Offerings and the ITC regions in the United States. To provide you with support services initiated by you and investigate fraud, abuse or violations of this Agreement, we may process Service Attributes where we maintain our support and investigation personnel.

5. YOUR RESPONSIBILITIES

5.1 Your Accounts. Except to the extent caused by our breach of this Agreement, (a) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or

undertaken by you, your employees or a third party (including your contractors, agents or End Users), and (b) we and our affiliates are not responsible for unauthorized access to your account.

5.2 Your Content. You will ensure that Your Content and your and End Users' use of Your Content or the Service Offerings will not violate any of the Policies or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Your Content.

5.3 Your Security. You are responsible for properly configuring and using the Service Offerings and otherwise taking appropriate action to secure, protect and backup your accounts in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Content from unauthorized access and routinely archiving Your Content.

5.4 Log-In Credentials and Account Keys. ITC log-in credentials and private keys generated by the Services are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

5.5 End Users. You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Service Offerings. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Content and the Service Offerings by such End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

5.6 You will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Your Data, the means by which You acquired Your Data and Your use of Your Data with our Services, © use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Us promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-ITC Applications with which You use Services or Content.

6. FEES AND PAYMENTS

6.1 Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and © any added subscriptions will terminate on the same date as the underlying subscriptions.

6.2 Service Fees. You will pay us the applicable fees and charges for use of the Service Offerings as set

forth on the applicable Order Form. All amounts payable by You under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the ITC Site, unless we expressly state otherwise in a notice. We may not increase or add new fees and charges for any existing Services for the duration of the Term. We may increase or add new fees and charges following a renewal term by giving You at least 30 days' prior notice. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

6.3 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of Indirect Taxes. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Indirect Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

7. TEMPORARY SUSPENSION

7.1 Generally. We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:

- (a) your or an End User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) could adversely impact our systems, the Service Offerings or the systems or Content of any other ITC customer, (iii) could subject us, our affiliates, or any third party to liability, or (iv) could be fraudulent;
- (b) you are, or any End User is, in breach of this Agreement;
- © you are in breach of your payment obligations under Section 5; or
- (d) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

7.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings:

- (a) you remain responsible for all fees and charges you incur during the period of suspension; and
- (b) you will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

8. TERM & TERMINATION

8.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect unless terminated earlier under Section 8.3. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 8.3. The Term of this Agreement will be automatically renewed for a successive twelve (12) month term up to conclusion of this contract, unless notice of termination is given by you at least sixty (60) days prior to expiration of the current term.

8.2 Termination.

(i) **By Either Party.** Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. No later than the Termination Date, you will close your account.

(ii) **By Us.** We may also terminate this Agreement immediately upon notice to you (A) for cause if we have the right to suspend under Section 7, (B) if our relationship with a third-party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, or © in order to comply with the law or requests of governmental entities.

8.3 Effect of Termination.

(a) **Generally.** Upon the Termination Date:

(i) except as provided in Section 8.3(b), all your rights under this Agreement immediately terminate;

(ii) you remain responsible for all fees and charges you have incurred through the Termination Date and are responsible for any fees and charges you incur during the post-termination period described in Section 8.3(b);

(iii) you will immediately return or, if instructed by us, destroy all ITC Content in your possession; and

(iv) Sections 1, 4.1, 5, 6, 8, 9(except the license granted to you in Section 9.3), 10, 11, and 13 will continue to apply in accordance with their terms.

(b) **Post-Termination.** Unless we terminate your use of the Service Offerings pursuant to Section 7.2(b), during the 30 days following the Termination Date:

(i) we will not take action to remove from the ITC systems any of Your Content as a result of the termination; and

(ii) we will allow you to retrieve Your Content from the Services only if you have paid all amounts due under this Agreement.

For any use of the Services after the Termination Date, the terms of this Agreement will apply and you will pay the applicable fees at the rates under Section 6.

9. PROPERTY RIGHTS

9.1 Your Content. Except as provided in this Section 9, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content to provide the Service Offerings

to you and any End Users.

9.2 Adequate Rights. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Suggestions; (b) you have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and © none of Your Content or End Users' use of Your Content or the Service Offerings will violate the Acceptable Use Policy.

9.3 Service Offerings License. We or our licensors own all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to do the following: (a) access and use the Services solely in accordance with this Agreement; and (b) copy and use the ITC Content solely in connection with your permitted use of the Services. Except as provided in this Section 9.3, you obtain no rights under this Agreement from us, our affiliates or our licensors to the Service Offerings, including any related intellectual property rights. Some ITC Content and Third-Party Content may be provided to you under a separate license, such as the Apache License, Version 2.0, or other open source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to the ITC Content or Third-Party Content that is the subject of such separate license.

9.4 License Restrictions. Neither you nor any End User will use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings is provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings (except to the extent applicable law doesn't allow this restriction), © access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings, or (e) produce any product or similar Service Offering. You may only use the ITC Marks in accordance with the Trademark Use Guidelines. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

9.5 Suggestions. If you provide any Suggestions to us or our affiliates, we and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

10. INDEMNIFICATION

10.1 General. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out

of or relating to any third-party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your ITC account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or © a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through © above at our then-current hourly rates.

10.2 Intellectual Property.

(a) Subject to the limitations in this Section 10, ITC will defend you and your employees, officers, and directors against any third-party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(b) Subject to the limitations in this Section 10, you will defend ITC, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

© Neither party will have obligations or liability under this Section 10.2 arising from infringement by combinations of the Services or Your Content, as applicable, with any other product, service, software, data, content or method. In addition, ITC will have no obligations or liability arising from your or any End User's use of the Services after ITC has notified you to discontinue such use. The remedies provided in this Section 10.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Your Content.

(d) For any claim covered by Section 10.2(a), ITC will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.

10.3 Process. The obligations under this Section 10 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and © reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

11. DISCLAIMERS

THE SERVICE OFFERINGS ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET

ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

12. LIMITATIONS OF LIABILITY

WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; © ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTIONS 6.2, 6.3 OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 3 MONTHS BEFORE THE LIABILITY AROSE.

13. INSURANCE

Interfacing shall procure and maintain during the Term of this Agreement, at its own expense, the following types of insurance with limits of liability shown below with insurance carriers licensed to do business in Canada and that are reasonably acceptable to You and we will provide proof thereof upon request:

- (a) Comprehensive General Liability Insurance, occurrence-based policy, with a limit of not less than \$2 million per occurrence combined single limit bodily injury/property damage (including products and completed coverage); and
- (b) Professional Liability for errors and omissions, \$2 million per claim.

14. MODIFICATIONS TO THE AGREEMENT

We may modify this Agreement (including any Policies) at any time by posting a revised version on the ITC Site or by otherwise notifying you in accordance with Section 14.10; provided, however, that we will provide at least 90 days' advance notice in accordance with Section 14.10 for adverse changes to any Service Level

Agreement. Subject to the 90 day advance notice requirement with respect to adverse changes to Service Level Agreements, the modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the ITC Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the end of this Agreement.

15. MISCELLANEOUS

15.1 Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 14.1 will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

15.2 Entire Agreement. This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or © related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document.

15.3 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

15.4 Governing Law. The laws of the Quebec, Canada, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Jurisdiction and venue under this Agreement shall lie in the courts of competent jurisdiction for the district of Montreal, Province of Quebec, Canada.

15.5 Disputes. Any dispute or claim relating in any way to your use of the Service Offerings, or to any products or services sold or distributed by ITC will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review

of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim. You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

15.6 Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a Canadian company. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your transfer and processing of Your Content, the provision of Your Content to End Users, and the ITC region in which any of the foregoing occur. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

(k) On ITC request you shall furnish us with a signed certification (i) verifying that the Services being used pursuant to the terms of this Agreement, including any user limitations and (ii) listing the locations where the Services is being used. You agree to grant ITC reasonable access to audit the use of the Services for compliance with the terms of this Agreement. In the event that such audit reveals any use of the Services than in full compliance with the terms of this Agreement, you shall reimburse ITC for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

15.7 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

15.8 Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

15.9 Confidentiality and Publicity. You may use ITC Confidential Information only in connection with your use of the Service Offerings as permitted under this Agreement. You will not disclose ITC Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of ITC Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service Offerings.

15.10 Publicity. Neither party will issue any press release, case story or make any other public communication with respect to this Agreement or use of the Service Offerings without receiving approval from the other party. Either party may include the other parties' corporate name and logo within a client/supplier list.

15.11 Notice

(a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the ITC Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the ITC Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact ITC as follows: (i) by electronic mail to sales@interfacing.com; or (ii) by personal delivery, overnight courier or registered or certified mail to Interfacing Technologies Corporation, 460 Saint-Catherine St W, Suite 805, Montreal, Quebec H3B 1A6, attention Contract Manager. We may update the electronic mail or address for notices to us by posting a notice on the ITC Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

15.12 No Third-Party Beneficiaries. Except as set forth in Section 9.3, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

15.13 U.S. Government Rights. The Service Offerings are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Service Offerings. If you are using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Service Offerings. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

15.14 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

15.15 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

2. Service Level Agreement

This Service Level Agreement (“SLA”) is a policy governing the use of ITC EPC Cloud (“ITC EPC Cloud”) under the terms of the ITC Customer Agreement (the “ITC Agreement”) between Interfacing Technologies Corporation and its affiliates (“ITC”, “us” or “we”) and users of ITC’ services (“you”). This SLA applies separately to each account using EPC Cloud. Unless otherwise provided herein, this SLA is subject to the terms of the ITC Agreement and capitalized terms will have the meaning specified in the ITC Agreement. ITC reserves the right to change the terms of this SLA in accordance with the ITC Agreement.

DEFINITIONS

- *Monthly Uptime Percentage* is calculated by subtracting from 100% the percentage of minutes during the month in which ITC EPC Cloud, as applicable, was in the state of “Region Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any ITC EPC Cloud SLA Exclusion (defined below).
- *Region Unavailable* and *Region Unavailability* mean that more than one Availability Zone in which you are running an instance, within the same Region, is “Unavailable” to you.
- *Unavailable* and *Unavailability* mean: When all of your running instances have no external connectivity.
- A *Service Credit* is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

1. SERVICE COMMITMENT

ITC will use commercially reasonable efforts to make ITC EPC Cloud available with a Monthly Uptime Percentage (defined below) of at least 99.99%, in each case during any monthly billing cycle (the “Service Commitment”). In the event ITC EPC Cloud does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

2. SERVICE COMMITMENTS AND SERVICE CREDITS

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for EPC Cloud in the Region affected for the monthly billing cycle in which the Region Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.0%	10%
Less than 99.0%	20%

If ever there were to be a service uptime interruption of five (5) or more consecutive days, ITC will credit client a 100% of that month’s fees and client will have the right to immediate contract termination.

ITC will apply any Service Credits only against future EPC Cloud payments otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the Unavailability occurred. Service Credits will not entitle you to any refund or other payment from ITC. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the ITC Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide EPC Cloud is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

3. SUPPORT

We will provide “Support” in accordance with the terms of ITC Support Guidelines (the “Guidelines”). ITC Support is available only as described in the Guidelines. If you are experiencing problems with one or more Services in connection with your use of any Content that was provided to you by a third party (someone other than yourself or ITC) then ITC Support is not available.

4. SLA EXCLUSIONS

The Service Commitment does not apply to any unavailability, suspension or termination of EPC Cloud, or any other EPC Cloud performance issues: (i) that result from a suspension described in Section 7.1 of the ITC Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of EPC Cloud; (iii) that result from any actions or inactions of you or any third party, including failure to acknowledge a recovery volume; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from failures of individual instances or volumes not attributable to Region Unavailability; (vi) that result from any maintenance as provided for pursuant to the ITC Agreement; or (vii) arising from our suspension and termination of your right to use EPC Cloud or in accordance with the ITC Agreement (collectively, the “EPC Cloud SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

5. OTHER TERMS

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim in writing to:

Interfacing Technologies Corporation

1255 Robert-Bourassa St. #450

Montreal, Québec, Canada

H3B 3B6

Or then current corporate head office address – available at: <https://www.interfacing.com/contact>

To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words “SLA Credit Request” in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected EPC Cloud instance IDs; and
4. your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

3. Support Guidelines

This Support Guidelines (the “Guidelines”) is a policy governing the use of ITC EPC Cloud Support Services (“ITC EPC Cloud Support Services”) under the terms of the ITC Customer Agreement (the “ITC Agreement”) between Interfacing Technologies Corporation and its affiliates (“ITC”, “us” or “we”) and users of ITC’ services (“you”). The guidelines apply separately to each account using EPC Cloud. Unless otherwise provided herein, the Guidelines are subject to the terms of the ITC Agreement and capitalized terms will have the meaning specified in the ITC Agreement. ITC reserve the right to change the terms of the Guidelines in accordance with the ITC Agreement.

DEFINITIONS

- *Error* is defined for the purpose of Service Support as a reproducible failure of the Service to perform in substantial conformity with the Documentation. * *Support Event* is defined as a call or support portal ticket event sent to ITC support desk personnel, detailing any Error or suspected Error that occurred. You are required to provide sufficient detail of the environment, circumstances, and conditions surrounding the occurrence of the Error. This includes, but not limited to, software, operating system, hardware, network, database configurations, software logs, and other applications which may be conflicting, sequence of steps that led to producing the error, any other relevant and useful data and information.
- *Support Contact* is a person designated by you to receive all Support requests from your End Users and be the single point of contact between your business entity and ITC.
- *Event Criticality Level* is the Level to which a reported Error is assigned by ITC.
- *Resolution* is the response and obligation by ITC support under the terms of the Standard Support Program.
- *Standard Business Hours* are defined as 8:00 AM to 6:00 PM (PHT), 8:00 AM to 6:00 PM (IST) and 8:00 AM to 6:00 PM Eastern Standard Time (EST), Monday through Friday, excluding public holidays.

1. SUPPORT PROGRAM

Standard Support Program. The Standard Support Program is the common plan offered to all End-users of the Services; it includes technical support, software updates and upgrades as well as help desk. The Standard Support Plan is mandatory and included as part of your ITC EPC Cloud Services.

Premium Support Program. The Premium Support Program is available for the Services for an additional fee; it includes technical support, software updates and upgrades as well as help desk. The Premium Support Program is optional as part of your ITC EPC Cloud Services.

2. SUPPORT EVENTS AND PRIORITY LEVELS

ITC Support desk personnel will address all Support Events based on the applicable Event Priority Level. ITC will use reasonable commercial efforts to acknowledge receipt of the Support Event and provide a

Resolution within the limits of the response time as defined for each Support Event in accordance with the applicable Event Priority Level.

3. SUPPORT PROCESS

Support Event Initiated. The Support Contact report an Error to ITC support desk personnel by ITC web support portal, telephone or over e-mail.

3.1 Diagnostics and Classification. ITC will execute initial steps to Diagnose and / or Resolve the Error reported as per its criticality level. ITC will communicate to your Support Contact to acknowledge the Error and/or to conduct further diagnostics. ITC support desk personnel may request additional information and/or authorized remote access for additional diagnostics from your Support Contact. Level 1: Critical level means Service is down and application is not at all accessible. Level 2: Major level means an Error that cause the primary function of the Service to fail in a catastrophic manner preventing most off the End users from using the Service. Level 3: Medium level means an Error that impacts the performance of an important function of the Service and degrades the use of the Service in a significant way. Level 4: Normal level means an Error that impacts the performance of secondary function of the Service and does not degrade significantly the use of the Service.

3.2 Resolution. ITC support desk personnel will provide you with the Error resolution in accordance to the level of criticality. For critical level 1 issues, ITC support desk personnel will contact you upon Support Event receipt to acknowledge, diagnose and use best effort to resolve the Error within two hours from acknowledgement of Error receipt. For major issues ITC will use best effort to either fix the Error or provide a *Work Around* solution within two hours from acknowledgement of Error receipt or at a mutually agreed date. For medium level Support Events, initial contact will be made and ITC will put in best efforts to resolve the Error within one day of Error reproduction or at a mutually agreed date. For normal level Support Events, acknowledgement and initial contact will be made with resolution or work around to occur in a the next Software release or service pack update.

3.3 Follow-up. ITC support desk personnel will follow up with you to ensure you and your End Users are fully satisfied with ITC's response, failing which an ITC internal corrective action will be issued and if needed, will be escalated to top management level.

3.4 Procedure. Client Support procedure is available at: <https://www.interfacing.com/download/11780/>

4. SOFTWARE SUPPORT

Updates and upgrades. You will have access to Updates and Upgrades upon their release. The Updates and Upgrades will include (i) fixes to critical and other issues reported and discovered in the Services, (ii) enhancements and modifications for better functionality of the Service.

4.1 Support for past versions. ITC shall provide support desk personnel services for the current release of the Services and all other releases within the last six (6) months. ITC will use commercially reasonable

efforts to assist you in your attempts to troubleshoot and remedy any problems with the Services running old releases. If you desire support for earlier unsupported versions of the Services, such support will be at ITC's discretion and treated as ITC Professional Services and priced according to the ITC Professional Services Pricing and Payment Terms.

4.2 Support of customizations, modifications, or extensions. ITC support desk personnel will use commercially reasonable efforts to assist you in troubleshooting your attempts to remedy any problems with the Services resulting from any customizations, modifications, or extensions to the Services created by ITC.

5. HELP DESK

5.1 Support Desk. You may report issues to support by calling ITC's telephone support hotline or by accessing the support section on ITC web-site 24hours per day and 7 days per week.

5.2 Availability. The Standard Support Plan is available during ITC Standard Business Hours and the Premium Support Plan is available 24 hours a day / 7 days per week.

5.3 Response Time. Level 1 Critical and Level 2 Major issues as described within Support Priority Levels will be responded to within 15 minutes of Error receipt and Level 3 and 4 issues will be responded to within 4 hours of receipt.

6. YOUR RESPONSIBILITIES

Accurate Information. Your responsibility is to provide accurate information to reproduce the issue or details as requested by the support desk personnel.

6.1 Access for remote diagnostics. you shall provide ITC support desk personnel with the necessary access to your Content for the required time duration to diagnose and provide solutions to problems in order to meet its support obligations under this Agreement.

6.2 Designated technical support contact. You shall appoint one individual within your organization to serve as the primary contact between you and ITC and to receive support through the support desk. The designated support contact shall be familiar with all aspects of the Services, its use by End Users, any customizations or extensions made to the Services and the operating environment of the Service. Such individual shall also act as the primary contact for any support calls to ITC involving customizations or extensions to the Service.

4. Service Terms

The following Service Terms apply only to the specific Services to which the Service Terms relate. In the event of a conflict between the terms of these Service Terms and the terms of the ITC Customer Agreement or other agreement with us governing your use of our Services (the “Agreement”), the terms and conditions of these Service Terms apply, but only to the extent of such conflict. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Agreement.

1. UNIVERSAL SERVICE TERMS (Applicable to All Services)

1.1. You may only use the Services to store, retrieve, query, serve, and execute Your Content that is owned, licensed or lawfully obtained by you. As used in these Service Terms, (a) “Your Content” includes any “Company Content” and any “Customer Content” and (b) “ITC Content” includes “ITC Properties”. As part of the Services, you may be allowed to use certain software (including related documentation) provided by us or third party licensors. This software is neither sold nor distributed to you and you may use it solely as part of the Services. You may not transfer it outside the Services without specific authorization to do so.

1.2. You must comply with the current technical documentation applicable to the Services (including the applicable developer guides) as posted by us and updated by us from time to time on the ITC Site. In addition, if you create technology that works with a Service, you must comply with the current technical documentation applicable to that Service (including the applicable developer guides) as posted by us and updated by us from time to time on the ITC Site.

1.3. You will provide information or other materials related to Your Content (including copies of any client-side applications) as reasonably requested by us to verify your compliance with the Agreement. We may monitor the external interfaces (e.g., ports) of Your Content to verify your compliance with the Agreement. You will not block or interfere with our monitoring, but you may use encryption technology or firewalls to help keep Your Content confidential. You will reasonably cooperate with us to identify the source of any problem with the Services that we reasonably believe may be attributable to Your Content or any end user materials that you control.

1.4. If we reasonably believe any of Your Content violates the law, infringes or misappropriates the rights of any third party or otherwise violates a material term of the Agreement (including the documentation, the Service Terms, or the Acceptable Use Policy) (“Prohibited Content”), we will notify you of the Prohibited Content and may request that such content be removed from the Services or access to it be disabled. If you do not remove or disable access to the Prohibited Content within 2 business days of our notice, we may remove or disable access to the Prohibited Content or suspend the Services to the extent we are not able to remove or disable access to the Prohibited Content. Notwithstanding the foregoing, we may remove or disable access to any Prohibited Content without prior notice in connection with illegal content, where the content may disrupt or threaten the Services, pursuant to the Digital Millennium Copyright Act or as required to comply with law or any judicial, regulatory or other governmental order or request. In the event that we remove content without prior notice, we will provide prompt notice to you unless prohibited by law.

1.5. From time to time, we may offer free or discounted pricing programs covering certain usage of the Services (each, a “Special Pricing Program”). We may stop accepting new sign-ups or discontinue a Special Pricing Program at any time. Standard charges will apply after a Special Pricing Program ends or if you exceed the limitations by the Special Pricing Program. You must comply with any additional terms, restrictions, or limitations (e.g., limitations on the total amount of usage) for the Special Pricing Program as described in the offer terms for the Special Pricing Program or on the pricing page for the eligible Service(s). You may not access or use the Services in a way intended to avoid any additional terms, restrictions, or limitations (e.g., establishing multiple ITC accounts in order to receive additional benefits under a Special Pricing Program), and we may immediately terminate your account if you do so. Any data stored or instances provided as part of a Special Pricing Program must be actively used.

1.6. If we make multiple discounts or pricing options for a Service available to you at one time, you will only be eligible to receive one discount or pricing option, and will not be entitled to cumulative discounting and pricing options.

1.7. You will ensure that all information you provide to us via the ITC Site (for instance, information provided in connection with your registration for the Services, requests for increased usage limits, etc.) is accurate, complete and not misleading.

1.8. From time to time, we may apply upgrades, patches, bug fixes or other maintenance to the Service Offerings (“Maintenance”). We agree to use reasonable efforts to provide you with prior notice of any scheduled Maintenance (except for emergency Maintenance) and you agree to use reasonable efforts to comply with any Maintenance requirements that we notify you about.

1.9 If your Agreement does not include a provision on ITC Confidential Information, and you and ITC do not have an effective non-disclosure agreement in place, then you agree that you will not disclose ITC Confidential Information (as defined in the ITC Customer Agreement), except as required by law.

1.10 BETA SERVICE PARTICIPATION

1.10.1. This Section describes the additional terms and conditions under which you may access and use certain features, technologies and services made available to you by ITC that are not yet generally available, including, but not limited to, any products, services, or features labeled “beta”, “preview”, “pre-release”, or “experimental” (each, a “Beta Service”) or access and use Service Offerings available in ITC regions that are not generally available, including, but not limited to, any ITC regions identified by ITC as “beta”, “preview”, “pre-release”, or “experimental” (each, a “Beta Region”). In the event there is a conflict between the terms of this Section 1.10 and an existing ITC Beta Test Participation Agreement between you and ITC, the terms of the existing ITC Beta Test Participation Agreement will take precedence.

1.10.2. During the term of the applicable Beta Service or Beta Region (as specified by ITC), you may: (a) access and use the Beta Service or Service Offerings in any Beta Region solely for internal evaluation purposes; and (b) install, copy, and use any related ITC Content that may be provided to you by ITC in connection with the Beta Service or Service Offerings in any Beta Region (“Beta Materials”) solely as necessary to access and use the Beta Service or Service Offerings in any Beta Region in the manner

permitted by this Section.

1.10.3. You agree not to allow access to or use of any Beta Service, Service Offerings in any Beta Region or Beta Materials by any third party other than your employees and contractors who (i) have a need to use or access the Beta Service, Service Offerings in the Beta Region or Beta Materials in connection with your internal evaluation activities, and (ii) have executed written non-disclosure agreements obligating them to protect the confidentiality of non-public information regarding the Beta Service, Beta Region and Beta Materials.

1.10.4. You must comply with all policies and guidelines related to any Beta Service or Beta Region as posted on the ITC Site or otherwise made available to you, including the Privacy Policy, Acceptable Use Policy, the Service Terms, and any additional terms and conditions for a specific Beta Service or Beta Region. ITC may add or modify restrictions, including lowering or raising any usage limits, related to access to or use of any Beta Service, Service Offerings in any Beta Region or Beta Materials at any time. If requested by ITC, you will promptly increase or decrease your usage of the applicable Beta Service, Service Offerings in a Beta Region or Beta Materials to the levels that ITC may specify. Service Level Agreements do not apply to Beta Services or any Services Offerings in Beta Regions.

1.10.5. ITC may suspend or terminate your access to or use of any Beta Service or Service Offerings in any Beta Region at any time and for any reason. ITC may at any time cease providing any or all of any Beta Service or any Service Offering in a Beta Region in its sole discretion and without notice. Beta Services and Services Offerings in Beta Regions also may be unavailable and/or their performance may be negatively affected by scheduled and unscheduled maintenance. ITC will use reasonable efforts to notify you in advance of scheduled maintenance, but ITC is unable to provide advance notice of unscheduled or emergency maintenance.

1.10.6. In consideration of being allowed to access and use a Beta Service or Service Offering in a Beta Region, you agree to provide ITC with information relating to your access, use, testing, or evaluation of the Beta Service, Service Offerings in the Beta Region or any related Beta Materials, including observations or information regarding the performance, features and functionality of the Beta Service or any related Beta Materials as applicable, when and in the form reasonably requested by ITC ("Test Observations"). ITC will own and may use and evaluate all Test Observations for its own purposes. You will not use any Test Observations except for your internal evaluation purposes of the Beta Service or Beta Region.

1.10.7. Each individual Beta Service and Service Offering in a Beta Region will automatically terminate upon the release of a generally available version of the applicable Beta Service or Service Offering in a Beta Region or upon notice of termination by ITC. Notwithstanding anything to the contrary in the Agreement or these Services Terms, either you or ITC may terminate your participation in a Beta Service or Service Offering in a Beta Region at any time for any reason upon notice to the other party. Notwithstanding anything to the contrary in the Agreement, after the conclusion of your participation in a Beta Service or Service Offering in a Beta Region for any reason, (a) you will not have any further right to access or use the applicable Beta Service or Service Offering in the Beta Region and Beta Materials; (b) your Content used in the applicable Beta Service or Service Offering in the Beta Region may be deleted or inaccessible; and ©

you will immediately return or, if instructed by ITC, destroy all Beta Materials or any other ITC Confidential Information related to the applicable Beta Service, Service Offering in any Beta Region or Beta Materials. If ITC releases a generally available version of a Beta Service or a Service Offering in a Beta Region, your access to and use of the generally available version will be subject to the Agreement and any separate Section of these Service Terms as may be specified for that generally available Service Offering. If any Beta Region becomes generally available, your access to and use of Service Offerings in the generally available ITC region will be subject to the terms and conditions applicable to that ITC region. ITC does not guarantee that any Beta Service or Service Offering in any Beta Region will ever be made generally available, or that any generally available version will contain the same or similar functionality as the version made available by ITC during the term of the Beta Service or Beta Region, as applicable. ITC does not guarantee that any Beta Region will become generally available.

1.10.8. Beta Materials, Test Observations, Suggestions concerning a Beta Service or Beta Region, or any other information about or involving (including the existence of) any Beta Service or Beta Region are considered ITC Confidential Information. You will not disclose (including, but not limited to, in a press release or public statement) any Beta Materials, Test Observations, Suggestions concerning a Beta Service, or any other information about or involving (including the existence of) any Beta Service, except as agreed by ITC in writing.

1.10.9. ADDITIONAL WARRANTY DISCLAIMERS. WITHOUT LIMITING ANY DISCLAIMERS IN THE AGREEMENT OR THE SERVICE TERMS, THE BETA SERVICES, SERVICE OFFERINGS IN BETA REGIONS, BETA REGIONS AND BETA MATERIALS ARE NOT READY FOR GENERAL COMMERCIAL RELEASE AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS. ACCORDINGLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT OR THESE SERVICES TERMS, ITC IS PROVIDING THE BETA SERVICES, SERVICE OFFERINGS IN BETA REGIONS AND BETA MATERIALS TO YOU "AS IS." ITC AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE BETA SERVICES, SERVICE OFFERINGS IN BETA REGIONS, BETA REGIONS AND BETA MATERIALS, INCLUDING ANY WARRANTY THAT THE BETA SERVICES, SERVICE OFFERINGS IN BETA REGIONS, BETA REGIONS AND BETA MATERIALS WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ITC AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. ITC AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY FOR ANY BETA SERVICES WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE BETA SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 3 MONTHS PRECEDING THE CLAIM.

1.10.10. Because the Beta Services and Materials involve features, technologies and services that are not yet generally available, you acknowledge that any violation of this Section 1.10 could cause irreparable

harm to ITC for which monetary damages may be difficult to ascertain or an inadequate remedy. You therefore agree that ITC will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Section 1.10.

1.10.11. You may perform benchmarks or comparative tests or evaluations (each, a “Benchmark Test”) of the Service Offerings; provided, however, that you may not, and may not direct or permit third-parties to, disclose results or data produced from any Benchmark Test of a Service Offering, unless: (a) such disclosure includes all information necessary for us or any third-party to completely and accurately replicate the Benchmark Test; (b) you permit us to perform Benchmark Tests of your products or services and to disclose results or data produced from such Benchmark Tests, provided that such disclosure includes all information necessary for you or any third-party to completely and accurately replicate the Benchmark test; and © if you perform a Benchmark Test for a third-party, directly or indirectly, in exchange for consideration, you will identify the third-party and you represent and warrant that you have procured all rights necessary for us to perform Benchmark Tests of the third-party’s products or services and to disclose results or data produced from such Benchmark Tests.

2. SSL

2.1. Interfacing will apply a SSL certificate for your EPC Cloud instance. The SSL default certificate is a wildcard certificate (*.interfacing.com). For additional fees you may request a dedicated SSL certificate for the Services.

2.2. In special circumstance if you apply your own private domain and certificate, you must own or have all necessary rights to use any domain name or SSL certificate that you use in conjunction with ITC EPC CLOUD. You are solely responsible for the renewal, security and proper configuration of any SSL certificates that you provide for use with ITC EPC Cloud, including any disclosure of your SSL certificates to third parties.

2.4. ITC EPC Cloud Geo Restriction may utilize a third party geo-location database, which may not be accurate in all situations.

3. THIRD PARTY SOFTWARE

3.1 In conjunction with ITC EPC Cloud, you may use certain software (including related support, maintenance, and documentation) developed, owned or provided by third parties or their licensors. Use of third party software is subject to these additional terms and conditions:

3.1.1 Amazon Cloud Services. (Including all instances and instance types, hosts and other resources, dedicated, reserved or on-demand) and the Services, you agree to be bound by the terms and conditions of the AWS End User License Agreement and AWS Terms and Conditions located at aws.amazon.com.

3.2. Using Microsoft Software. In conjunction with the Services, you may be allowed to use certain software (including related documentation) developed and owned by Microsoft Corporation or its licensors

(collectively, the “Microsoft Software”).

3.2.1. If you use the Microsoft Software, Microsoft and its licensors require that you agree to these additional terms and conditions:

The Microsoft Software is neither sold nor distributed to you and you may use it solely in conjunction with the Services. You may not transfer or use the Microsoft Software outside the Services. You may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software. You may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law. Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services. Microsoft is not responsible for providing any support in connection with the Services. Do not contact Microsoft for support. You are not granted any right to use the Microsoft Software in any application controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario (collectively, “High Risk Use”). Microsoft and its suppliers disclaim any express or implied warranty of fitness for High Risk Use. High Risk Use does not include utilization of the Microsoft Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Microsoft is an intended third-party beneficiary of this Section 3.2.1, with the right to enforce its provisions.

3.2.2. For any instance running Microsoft Software (each, a “Microsoft Instance”), you may not use nesting, container or similar technologies to sell or resell multiple instances, portion(s) of an instance, or containers running within the Microsoft Instance, unless (a) you are the ultimate end user of the Microsoft Instance, (b) you have supplemented the Microsoft Instance with your own applications, or © you have added primary and significant functionality to the Microsoft Instance.

4.0 NON-ITC PROVIDERS

4.1 ITC or third parties may make available third-party products or services, including, for example, Non-ITC Applications and implementation and other consulting services. Any acquisition by You of such products or services, and any exchange of data between You and any Non-ITC provider, product or service is solely between You and the applicable Non-ITC provider. ITC do not warrant or support Non-ITC Applications or other Non-ITC products or services, whether or not they are designated by us as “certified” or otherwise, unless expressly provided otherwise in an Order Form.

4.2 Non-ITC Applications and Your Data. If You choose to use a Non-ITC Application with a Service, You grant us permission to allow the Non-ITC Application and its provider to access Your Data as required for the interoperation of that Non-ITC Application with the Service. ITC are not responsible for any disclosure, modification or deletion of Your Data resulting from access by such Non-ITC Application or its provider.

4.3 Interoperation with Non-ITC Applications. The Services may contain features designed to interoperate with Non-ITC Applications. To use such features, You may be required to obtain access to such Non-ITC Applications from their providers, and may be required to grant us access to Your account(s) on such Non-ITC Applications. ITC cannot guarantee the continued availability of such Service features, and may cease providing them without entitling You to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-ITC Application ceases to make the Non-ITC Application available for interoperation with the corresponding Service features in a manner acceptable to Us.

5.0 PRIVATE INSTANCES

5.1 You may request that certain ITC EPC Cloud instances run on physically isolated host hardware dedicated to a single customer account (each requested instance, a “Private Instance”).

5.2 You may designate ITC EPC Cloud Private Instance as subject to the reservation pricing and payment terms (“EPC Cloud Private Instance Pricing”). The EPC Cloud Private Instance and may only be used in the designated availability zone. We may change EPC Cloud Private Instance Pricing at any time but price changes will not apply to previously designated EPC Cloud Private Instance Reservations, except as described in this Section 5.2. We may terminate the EPC Cloud Private Instance Pricing program at any time. EPC Cloud Private Instances are non-transferable. EPC Cloud Private Instance Reservations are non-cancellable and you will owe the EPC Cloud Private Instance Reservation Pricing for the duration of the term you selected, even if the Agreement is terminated. Private Instances associated to an active EPC Cloud Dedicated Host Reservation cannot be unallocated from your account, and you will continue to pay for the Private Instance while still associated with the EPC Cloud Private Instance Reservation. All amounts paid in connection with the EPC Cloud Private Instance Reservation are nonrefundable, except that if we terminate the Agreement other than for cause, terminate an individual EPC Cloud Private Instance type, or terminate the EPC Cloud Private Instance Reservation Pricing program, we will refund you a pro rata portion of any up-front fee paid in connection with any previously designated EPC Cloud Private Instance Reservation. Upon expiration or termination of the term of an EPC Cloud Private Instance Reservation, the EPC Cloud Private Instance Reservation Pricing will expire and standard on-demand Dedicated Host prices will apply to the Private Instance. In addition to being subject to EPC Cloud Private Instance Reservation Pricing, EPC Cloud Private Instance Reservations are subject to all data transfer and other fees applicable under the Agreement.

5.3 Microsoft BYOL Licensing. Under this option, ITC EPC Cloud enables you to provision ITC EPC Cloud instances using your Microsoft Software and Microsoft Licenses (the “BYOL Program”). Unless otherwise specified in your agreement(s) with Microsoft, you can use this benefit only if you comply with the requirements here , and you (a) use Dedicated Instances or Dedicated Hosts; (b) launch from Virtual Machines (VMs) sourced from software binaries provided by you; and © run the instances within your designated ITC regions. You must be eligible to use the BYOL Program for the applicable Microsoft software under your agreement(s) with Microsoft. You are solely responsible for obtaining all required licenses and for complying with all applicable Microsoft licensing requirements, including the Product Use Rights/Product Terms. Further, you must have accepted Microsoft’s End User License Agreement (Microsoft EULA), and by using the Microsoft Software under the BYOL Program, you agree to the Microsoft EULA.

You agree that you have determined that your use of the BYOL Program will comply with the applicable Microsoft licensing requirements. Usage of the Services in violation of your agreement(s) with Microsoft is not authorized or permitted.

5.4 As part of using ITC EPC Cloud, you agree that your ITC EPC Cloud resources may be terminated or replaced due to failure, retirement or other ITC requirement(s). We have no liability whatsoever for any damages, liabilities, losses (including any corruption, deletion, or destruction or loss of data, applications or profits), or any other consequences resulting from the foregoing. THE USE OF ITC EPC CLOUD DOES NOT GRANT YOU, AND YOU HEREBY WAIVE, ANY RIGHT OF PHYSICAL ACCESS TO, OR PHYSICAL POSSESSION OF, ANY ITC SERVERS, EQUIPMENT, REAL OR PERSONAL PROPERTY, OR OTHER ASSETS.

6. AWS ELASTIC MAPREDUCE

6.1. We use AWS MapReduce to collect certain information about computing jobs you run using, including CPU utilization, memory usage, IO performance, and error and information messages.

6.2. We may throttle or terminate computing jobs that we determine degrade the performance of ITC EPC Cloud, the Services, or any component of the Services. We are not responsible for any monitoring data loss or data corruption that occurs as part of computing jobs.

7. AWS CLOUDWATCH AUTO SCALING

7.1. We may use CloudWatch to perform monitoring and auto-scaling functions in connection with supported Services. AWS CloudWatch enables Auto Scaling in connection with ITC EPC Cloud.

7.2. In connection with Auto Scaling, we may launch additional ITC EPC Cloud instances or terminate ITC EPC Cloud instances based on conditions we set.

7.3. AWS CloudWatch collects and stores certain information for the Services we are monitoring, including CPU utilization, data transfer, and disk usage and activity. AWS CloudWatch metric data is made available to us; we may delete CloudWatch metric data, without liability of any kind, at any time after the applicable retention period.

8. ELASTIC LOAD BALANCING

8.1. We may use Elastic Load Balancing to provide load balancing functionality in connection with ITC EPC Cloud. You may have ITC EPC Cloud instances running in all Availability Zones across which we want to balance loads with Elastic Load Balancing.

9. ITC VIRTUAL PRIVATE CLOUD (ITC VPC)

9.1. You may only use ITC VPC to connect your computing resources to certain ITC computing resources

via a Virtual Private Network (VPN) connection.

9.2. Use of ITC VPC requires the use of other Services. You are responsible for all applicable fees associated with your use of other Services in connection with ITC VPC. When you transfer data between ITC computing resources running inside ITC VPC and ITC computing resources running outside ITC VPC, you will be charged VPN data transfer rates in addition to any applicable Internet data transfer charges. VPN connection charges accrue during any time your VPN connection is in the “available” state.

9.3. You are solely responsible for the configuration, operation, performance and security of all equipment and computing resources you use with ITC VPC, including any gateways or other devices you use to connect to ITC VPC.

10. MULTI-FACTOR AUTHENTICATION (MFA)

10.1. You may use MFA in connection with accessing your ITC EPC Cloud account.

10.2. Your use of MFA requires the use of other Services. You are responsible for all applicable fees associated with your use of other Services in connection with MFA.

10.3. You are solely responsible for the procurement and for the configuration, operation, performance and security of any hardware or non-ITC software that you use in connection with MFA, including any compatible authentication devices.

11. AWS RELATIONAL DATABASE SERVICE (AWS RDS)

11.1. We may use AWS RDS to store, query, retrieve and serve data and other content owned, licensed or lawfully obtained by you.

11.2. We may store snapshots of content for backup and disaster recovery purposes only. AWS RDS snapshots cannot be downloaded outside the Services.

11.3. We may terminate your AWS RDS database instance if you attempt to access or tamper with any software we pre-load on the database instance, including the operating system software running on the database instance.

11.4. We are responsible for configuring your backup retention period to give you enough time to recover data from your backups in the event of a hardware or file system failure.

12. USING MICROSOFT SOFTWARE

12.1 “License Included.” In conjunction with the Services, you may be allowed to use certain software (including related documentation) developed and owned by Microsoft Corporation or its licensors (collectively, the “Microsoft Software”). If you choose to use the Microsoft Software, Microsoft and its

licensors require that you agree to these additional terms and conditions:

The Microsoft Software is neither sold nor distributed to you and you may use it solely in conjunction with the Services. You may not transfer or use the Microsoft Software outside the Services. You may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software. You may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law. Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services. Microsoft is not responsible for providing any support in connection with the Services. Do not contact Microsoft for support. You are not granted any right to use the Microsoft Software in any application controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario (collectively, "High Risk Use"). Microsoft and its suppliers disclaim any express or implied warranty of fitness for High Risk Use. High Risk Use does not include utilization of the Microsoft Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. SQL Server Web Edition may be used only to support public and Internet accessible Web pages, Web sites, Web applications or Web services. It may not be used to support line of business applications (e.g., Customer Relationship Management, Enterprise Resource Management and other similar applications).

12.2 License Mobility with Software Assurance (Bring Your Own License or BYOL). Under this option, ITC RDS enable you to provision Microsoft SQL Server Software to ITC EPC Cloud instances and use the management capabilities of ITC RDS for the SQL Server Software. You can use this benefit if only you meet the requirements and have signed up as described here.

12.3 Microsoft is an intended third-party beneficiary of this Section 12.3, with the right to enforce its provisions.

13. ITC EPC CLOUD SIMPLE NOTIFICATION SERVICE (ITC SNS)

13.1 You may only use ITC SNS to send notifications to parties who have agreed to receive notifications from you.

13.2. We may throttle or restrict notifications if we determine, in our sole discretion, that your activity may be in violation of the Acceptable Use Policy or the Agreement.

13.3. Your notifications sent through ITC SNS may be blocked, delayed or prevented from being delivered by destination servers and other reasons outside of our control and there is no warranty that the service or content will be uninterrupted, secure or error free or that notifications will reach their intended destination during any stated time-frame. In addition, you acknowledge that we may not be able to provide the service if

a wireless carrier delivering ITC SNS notifications by short messaging service (SMS) terminates or suspends their service. Your payment obligations may continue regardless of whether delivery of your notifications are prevented, delayed or blocked.

13.4. You may not use ITC SNS to send SMS messages that include Premium Content (as defined in the Mobile Marketing Association Guidelines). You may not charge recipients for receiving ITC SNS notifications by SMS unless you have obtained the recipient's express consent. You must advise recipients receiving ITC SNS notification by SMS that wireless carriers may charge the recipient to receive ITC SNS notifications by SMS. You must obtain our prior written consent before using ITC SNS to send SMS messages for:

Financial transactions or payment services (e.g., mobile banking, bill presentment, bill payment, money transfer, peer-to-peer payment or lending credit, debit or stored value payment services);
charitable programs (e.g., soliciting donations for a non-profit organization);
sweepstakes or contests; advertisements or promotions for commercial products, goods or services; or
location-based services (e.g., where a recipient receives messages based on the geographical location of the recipient's wireless device).

13.5. Any third party push notification platform that you use in connection with ITC SNS is Third Party Content under the Agreement, and features of ITC SNS that depend on such platforms may not be secure, uninterrupted or error-free. Your use of such push notification platform is subject to the platform's terms and conditions, and you are solely responsible for complying with those terms and conditions. We may change, discontinue or deprecate support for a push notification platform for any reason at any time.

13.6. You and any of your applications that use ITC SNS must comply with all laws, rules, and regulations applicable in jurisdictions in which your applications are used.

13.7. Through your use of ITC SNS you will not: Transmit any material that contains viruses, Trojan horses, worms or any other malicious, harmful, or deleterious programs. Offer or purport to offer any Emergency Services. "Emergency Services" means services that allow a user to connect with emergency services personnel or public safety answering points such as 911 or E911 services. Materially violate or facilitate the material violation of any local or foreign law, rule, regulation or order, including laws regarding the transmission of data or software. Transmit material that is sexually explicit, relates to "adult services", or contains sensitive financial or identifying information (such as social security numbers) Resell, sublicense or timeshare the Services or use them on behalf of anonymous or other third parties. Use the Services in hazardous environments (such as operation of nuclear facilities, aircraft navigation, or any other use that may result in foreseeable risk of injury, death, or destruction of property).

14. ITC EPC CLOUD SIMPLE EMAIL SERVICE (ITC SES)

14.1. We take steps to increase the security and reliability of email you send, attempt to send, or receive using ITC SES ("ITC SES Email"). Like many email service providers, when you send, attempt to send, or receive an email, we (or our third-party providers) may store and scan your ITC SES Email and Your

Content included in ITC SES Email. This helps us protect you and ITC SES by preventing and blocking “spam” e-mails, viruses and spyware, and other harmful or unwanted items from being sent and received over ITC SES.

14.2. Your use of ITC SES and all ITC SES Email must comply with the ITC Acceptable Use Policy and the Agreement. We may throttle, suspend or terminate your access to ITC SES, or block or decline to send and/or receive any ITC SES Email, if we determine in our sole discretion that our scan of ITC SES Email or Your Content included in ITC SES Email reveals abusive or low quality email (such as “spam”), ITC SES Email bounces back to us or we receive abuse complaints (including complaints from third parties) in connection with your ITC SES Email, the source or ReturnPath email address you have provided us for “address bounces” or complaints is not successfully receiving email, or your use of ITC SES Email does not comply with the ITC Acceptable Use Policy or the Agreement, or your ITC SES Emails or Your Content include an attachment in a format that we do not support.

14.3. Your ITC SES Emails may be blocked, delayed or prevented from being delivered by destination email servers and other reasons outside of our control. Your payment obligations continue regardless of whether delivery of your emails is prevented, delayed or blocked.

14.4. You are solely responsible for ensuring any emails you send and receive using ITC SES comply with the Federal CAN-SPAM Act. ITC is not the “sender” as defined in the Federal CAN-SPAM Act. You will not use ITC SES in connection with an open mail relay, including, without limitation, an open mail relay in the form of an SMTP server, unrestricted web form, or otherwise.

14.5. Your ITC SES Emails may be blocked, delayed or prevented from being received due to your configuration of the Service. You are solely responsible for the proper configuration of the Service to ensure the receipt of emails.

15. ITC EPC CLOUD IDENTITY AND ACCESS MANAGEMENT (ITC IAM)

15.1. You may use EPC Administration Console to create additional sets of security credentials (the “User Credentials”) under your ITC EPC Cloud Account, the format of which may include a username and password, roles, policies, permissions, access keys, etc. The User Credentials are subject to change: (a) by you through the EPC Administration Console, or (b) if we determine in our reasonable discretion that a change is necessary. We will promptly notify you of any change we make to the User Credentials.

15.2. You will ensure that all use of the Services under the User Credentials complies with the terms and conditions of the customer agreement between you and us that governs your use of the Services.

15.3. You are responsible for all applicable fees associated with use of the Services in connection with ITC IAM, including fees incurred as a result of any User Credentials. You are responsible for maintaining the secrecy and security of the User Credentials (other than any key that we expressly permit you to use publicly). You are solely responsible, and we have no liability, for any activities that occur under the User Credentials, regardless of whether such activities are undertaken by you, your employees, agents,

subcontractors or customers, or any other third party. You are responsible for the creation, distribution, and security (including enabling of access) of all User Credentials created under your ITC account, including credentials that you have used ITC IAM to create or disclose to other parties.

15.4. Except as otherwise provided by ITC, you may only use User Credentials for your internal use and may not expose your User Credentials publicly. You may not sell, transfer or sublicense or authorize the creation of User Credentials (other than public use of any key that we expressly permit you to use publicly) to any other party; provided that, you may disclose or cause to be disclosed User Credentials to your agents or subcontractors that are performing services for you, solely to allow the agents or subcontractors to use the Services on your behalf in accordance with the agreement between you and us that governs your use of the Services.

15.5. Any third party identity provider that you use in connection with the Service Offerings is Third Party Content under the Agreement and may be provided directly to you by a third party under separate terms and conditions. You are solely responsible for complying with those terms and conditions. We may change, discontinue or deprecate support for an identity provider for any reason, including if the continued use of the identity service (a) poses a security or intellectual property issue, (b) is economically or technically burdensome, or © must be terminated to comply with the law or requests of governmental entities.

16. ITC EPC CLOUD SUBDOMAIN

16.1. The URL used in connection with your ITC EPC Cloud environment will have the formulation [yourcompanyname].interfacing.com or [yourcompanyname].interfacing.cloud. You will select the “yourcompanyname” portion of the URL and will not:

include any trademark of ITC or its affiliates, or a variant or misspelling of a trademark of ITC or its affiliates would be unsuitable; or otherwise violate the intellectual property rights of any third party or the ITC Acceptable Use Policy (including, without limitation, containing any offensive, harmful or illegal content). ITC may reject any URL that fails to comply with this Section. Further, ITC may modify any URL in order to make it compliant with this Section. In addition, ITC may treat any URL that fails to comply with this Section as Prohibited Content.

16.2. The [yourcompanyname] portion of the URL is reserved for you only during the time your application environment is running. If you stop running your application environment at any time, for any reason, the [yourcompanyname] portion of the URL you were using to run the application environment will no longer be available to you, and will be returned to a pool from which it may be used by another ITC customer.

17. ITC TEMPLATES AND REPORTS

17.1. ITC may make sample templates and reports available for you to use in connection with ITC EPC Cloud Services. All sample templates and reports are offered “as is” and may be adjusted without notice by ITC. You are solely responsible for your use of the sample templates and reports.

17.2. You may create or have ITC create custom templates and/or reports in connection with the ITC EPC Cloud Services. Additional fees will apply for custom templates & reports. Any templates you use in connection with ITC EPC Cloud Services must comply with the Agreement and the ITC Acceptable Use Policy and you are solely responsible for your use of any templates.

18. ITC SUPPORT

18.1. We will provide “Support” in accordance with the terms of ITC Support Guidelines (the “Guidelines”). ITC Support is available only as described in the Guidelines. If you are experiencing problems with one or more Services in connection with your use of any Content that was provided to you by a third party (someone other than yourself or ITC) then ITC Support is not available.

18.2. In providing ITC Support, ITC will use commercially reasonable efforts to (a) respond within the “Response Times” set forth in the Guidelines for all properly submitted cases from authorized individuals, and (b) work towards the identification and resolution of the problems submitted. When submitting a case, you may designate the severity level of a problem; provided that, we reserve the right to reclassify the severity level in our reasonable opinion. All Response Times are measured from the point when a case has been properly submitted by an authorized individual to us. Cases may be submitted as specified in the Guidelines. We do not represent, warrant or guarantee that (i) we will always be able to resolve a case fully, (ii) you will no longer experience a problem, (iii) we will provide a bug fix, patch or other workaround in connection with the identified problem, or (iv) any support or advice will result in any performance efficiency or improvement. You are solely responsible for the implementation and results of any suggestions or advice received.

18.3. Unless otherwise set forth in the Guidelines, ITC Support fees will be the greater of (a) the specified minimum monthly fee, or (b) a percentage of your monthly usage charges for all Services during the billing period. Regardless of when you sign up or terminate ITC Support, you are obligated to pay for a minimum of thirty (30) days of support each time you register to receive the service. Implementation of any suggested configurations or improvements may result in additional fees and charges. We reserve the right to refuse to provide ITC Support to any customer that frequently registers for and terminates the service.

19. ITC HSM

19.1 As part of the ITC EPC Cloud Service, you may use HSMs as subject to the HSM pricing and payment terms (“EPC Cloud HSM Pricing”) additional fees. You have no ownership or rental rights in the specific HSM to which we provide you access in the course of providing the CloudHSM service.

19.2 In conjunction with the AWS CloudHSM service, you may be allowed to use certain software (including related documentation) developed and owned by SafeNet, Inc. or its licensors (collectively, the “SafeNet Software”). If you use the SafeNet Software, SafeNet and its licensors require that you agree to the additional terms and conditions located at http://cloudhsm-software.s3.amazonaws.com/008-010005-001_053110_sw_license_agreement.pdf.

19.3 You may not access, modify, update or tamper with, or attempt to access, modify, update or tamper with, any of the software installed on the HSM, except as expressly permitted by us.

19.4 Failure of an HSM can result in unrecoverable data loss. We do not implement fault tolerant configurations on your behalf. You are solely responsible for configuring your HSMs in appropriate fault tolerant configurations.

20. ITC EPC CLOUD ADMINISTRATION

20.1 You will need an ITC account to start using the Service Offering. Once you have enabled your account, End Users can be invited to join, sign up, and start using the Service Offering under your account without each one having a separate ITC EPC Cloud account.

20.2 You are responsible for paying the fees for use by you and your End Users of the Service Offering associated with your ITC EPC Cloud account.

20.3 Within the Service Offering, your End User accounts are managed by End Users with administrative privileges ("EPC Administrators"). These EPC Administrators can access information about the accounts of other End Users, such as when logged in, what security levels they have, etc. These EPC Administrators can also deactivate other End Users' accounts or active session and control access to certain functionality.

20.4 We may limit the number of versions that you can store for each object. We will announce any change in limits to the number of versions that you may store in advance of implementing those limits.

20.5 If you have no End Users marked "Active" within ITC EPC Cloud Administrator Dashboard and have incurred no fees for ITC EPC Cloud, we may delete, without liability of any kind, your ITC EPC Cloud Account and Content that is stored in ITC EPC Cloud with no prior notice to you.

20.6 You and your End Users may not use the Service Offering to host any files that violate the ITC Acceptable Use Policy. If we determine, in our sole discretion, that your use of the Service Offering may be in violation of the ITC Acceptable Use Policy or the Agreement, then we may delete those files.

21. ITC PROFESSIONAL SERVICES

21.1 "ITC Professional Services" are advisory services and implementation assistance designed to help you use the Services. If ITC provides ITC Professional Services to you, then this Section 21 will apply. References to "Services" in the Agreement include ITC Professional Services.

21.2 To receive ITC Professional Services, you must sign a statement of work for each specific project, which will describe the project and may include additional terms and conditions applicable to the project (each, a "SOW"). Each SOW is made part of the Agreement. ITC or any of its affiliates may enter into SOWs with you. For the purposes of an SOW, references to "ITC" in the SOW and the Agreement will be interpreted as references to the ITC entity that signs the SOW. No ITC entity other than the ITC entity that

signs the SOW has any obligations under such SOW. Any SOW (together with the Agreement as amended by such SOW) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement and supersedes all prior agreements and understandings (whether oral or written) between the parties with respect to such subject matter. If there is a conflict between a SOW and this Section 21, and the SOW explicitly states that it intends to modify the conflicting terms, then the SOW will control.

21.3 Each SOW will show the charges for the ITC Professional Services that ITC will provide. Charges are exclusive of applicable taxes, duties and levies (e.g., VAT, GST, sales tax and use tax). Charges for ITC Professional Services are in addition to any applicable fees for your use of the other Services. ITC will invoice you monthly for the ITC Professional Services and you must pay all invoiced amounts in accordance with the terms of the Agreement. Payments for ITC Professional Services are not refundable.

21.4 You acknowledge that ITC does not provide legal or compliance advice. You are responsible for making your own assessment of your legal and regulatory requirements and whether your proposed use of the Services meets those requirements.

21.5 As stated in the Agreement, you are solely responsible for your use of Third Party Content, and this includes any Third Party Content recommended by ITC. Other than Third Party Content, Content that ITC provides as part of the ITC Professional Services is “ITC Content.” You are solely responsible for testing, deploying, maintaining and supporting Content provided or recommended by ITC.

21.6 Any materials or information that you own or license from a third party that is provided to ITC for the purposes of the ITC Professional Services are “Your Content.” If you choose to provide access to Your Content to ITC, then you will ensure that you have adequate rights and permissions to do so.

21.7 To the extent that there is a conflict between this Section 21 and any ITC Implementation Services Addendum between you and ITC, the terms of the ITC Implementation Services Addendum will control, and references to “Implementation Services” in that addendum include “ITC Professional Services.”

22. AWS MACHINE LEARNING

22.1 We may use AWS Machine Learning (“ITC AWS”) to optimize your Services.

22.2 We retain all rights to all improvements we make to any ITC websites or technologies, including any and all improvements resulting from or related to AWS ML processing Your Content.

22.3 We may delete, without liability of any kind, any ITC ML object that remains inactive for more than the number of days specified in the user documentation.

23. AWS INSPECTOR

23.1 We may use AWS Inspector to optimize your Services.

23.2 Some components of AWS Inspector are governed by open source software licenses identified in the notice file accompanying the AWS Inspector Agent. Your license rights with respect to these individual components are defined by the applicable open source software license.

23.3 AWS Inspector may retain and use information collected by the AWS Inspector Agent for up to 30 days for the purpose of troubleshooting or improving AWS Inspector.

23.4 While AWS Inspector facilitates the identification of security issues, we do not represent, warrant, or guarantee that your resources evaluated using AWS Inspector or altered based on recommendations made by AWS Inspector will be of a certain fidelity, error free, or comply with a particular security standard.

24. AWS MACIE

24.1 We may use AWS Macie to optimize your Services, you agree that ITC Macie can access, use and store Your Content to provide the services to you and to improve AWS Macie and ITC' and its affiliates' machine-learning, artificial-intelligence and similar functionality.

24.2 While ITC Macie facilitates the identification of security issues, we do not represent, warrant, or guarantee that resources evaluated using ITC Macie or findings by ITC Macie, including alerts, will be of certain fidelity, error free, or comply with a particular security standard.

5. Acceptable Use Policy

This Acceptable Use Policy (this “Policy”) describes prohibited uses of the services offered by Interfacing (the “Services”) and the website located at <http://interfacing.com> (the “Interfacing Site”). The examples described in this Policy are not exhaustive.

No Illegal, Harmful, or Offensive Use or Content

You may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include:

No Security Violations

You may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:

- Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- Interception. Monitoring of data or traffic on a System without permission.
- Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. The legitimate use of aliases and anonymous remailers is not prohibited by this provision.
- Malicious and deceptive practices: You may not use the Services to transmit malware or host phishing pages. You may not perform activities or upload or distribute Materials that harm or disrupt the operation of the Services or other infrastructure of Interfacing or others, including Interfacing’s third party providers. You may not use the Services for deceptive commercial practices or any other illegal or deceptive activities

No Network Abuse

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- Intentional Interference. Interfering with the proper functioning of any System, including any

deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

- Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

No E-Mail or Other Message Abuse

You will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Personal and confidential information

You may not post or upload any Materials that contain personally identifiable information, sensitive personal information, or confidential information, such as credit card numbers, confidential national ID numbers, or account passwords unless you have consent from the person to whom the information belongs or who is otherwise authorized to provide such consent.

Our Monitoring and Enforcement

Interfacing reserve the right, but not the obligation, to monitor or investigate any violation of this Policy and your use of the Services at any time for compliance with this Policy and the Interfacing Service Terms, or any other agreement between you and Interfacing governing your use of the Services (collectively, the “Terms”). We may:

- investigate violations of this Policy or misuse of the Services; or
- remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with you for use of the Services.
- We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Our determination of whether a violation of this Policy has occurred will be final and binding, and any action taken with respect to enforcing this Policy, including taking no action at all, will be at our sole discretion. Interfacing may modify this Policy at any time by posting a revised version on the Interfacing Site. By using the Services or accessing the Interfacing Site, you agree to the latest version of this Policy. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your use of the Services.

Reporting of Violations of this Policy

If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please email: support@interfacing.com

6. Privacy Policy

Your Privacy Matters to us!

This Privacy Policy governs the manner in which the website collects, uses, maintains and discloses information collected from users (each, a 'Visitor') of the website ('Site'). This privacy policy applies to the Site and all products and services offered by Interfacing.

Personal identification information

We may collect personal identification information from Visitors in a variety of ways, including, but not limited to, when Visitors visit our site, register on the site, subscribe to the newsletter, and in connection with other activities, services, features or resources we make available on our Site. Visitors may be asked for, as appropriate, email address. Visitors may, however, visit our Site anonymously. We will collect personal identification information from Visitors only if they voluntarily submit such information to us. Visitors can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

Non-personal identification information

We may collect non-personal identification information about Visitors whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Visitors means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

Web browser cookies

Our Site may use 'cookies' to enhance Visitor experience. Visitor's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. Visitor may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

How we use collected information

We note that we are generally collecting and processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed above, unless we are required by law to obtain your consent for a particular processing operation. In particular we process your personal data to pursue the following legitimate interests, either for ourselves or our partners:

- To improve customer service
- To personalize Visitor experience
- To provide our services and applications;

- To prevent risk and fraud on our platform;
- To provide communications, marketing, and advertising;
- To provide reporting and analytics;
- To provide troubleshooting, support services, or to answer questions;
- To test out features or additional services; and
- To improve our services, applications, and websites.
- To send periodic emails

We may use the email address to send Visitor information and updates pertaining to the Service for their trial or orders. It may also be used to respond to their inquiries, questions, and/or other requests. If Visitor decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the Visitor would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or Visitor may contact us via our Site.

When we process personal information to pursue these legitimate interests, we do so where we believe the nature of the processing, the information being processed, and the technical and organizational measures employed to protect that information can help mitigate the risks to the data subject.

How we protect your information

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, Visitorname, password, transaction information and data stored on our Site.

Sharing your personal information

We do not sell, trade, or rent Visitors personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and Visitors with our business partners, trusted affiliates and advertisers for the purposes outlined above.

When and why do we share this information with third parties?

- Interfacing works with a variety of third parties and service providers to help provide you with our Services and we may share personal information with them to support these efforts.
- We may also share your information in the following circumstances:
 - to prevent, investigate, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms of Service or any other agreement related to the Services, or as otherwise required by law.
 - to help us conduct marketing and/or advertising campaigns.
 - to conform to legal requirements, or to respond to lawful court orders, subpoenas, warrants, or other requests by public authorities (including to meet national security or law enforcement requirements).
- Personal information may also be shared with a company that acquires our business, whether through merger, acquisition, bankruptcy, dissolution, reorganization, or other similar transaction or proceeding. If this happens, we will post a notice on our home page.
- Interfacing will always ask for your consent before sharing your personal information with third parties for purposes other than those described.

Third party websites

Visitors may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

Changes to this privacy policy

Interfacing has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Visitors to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

Your acceptance of these terms

By using this Site, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

If you are a client, a partner, a Visitor, or a user of Interfacing's support services and wish to exercise your right to correct, amend, or delete your personal data or object to certain uses of your personal data please reach out to support@interfacing.com.

7. Trademark Use Guidelines

Guidelines for third parties when referring to Interfacing's word trademarks

You may use Interfacing's trademarks, product names, service names, technology names and other names in text to refer to Interfacing's products, services and related technology if you follow these guidelines and your use is accurate, fair and not misleading.

*Registered Trademarks: *

- Enterprise Process Center®
- Interfacing Technologies Corporation®

You may not use any Interfacing logo or copyright material without written authorization from Interfacing. Please contact our trademarks team if you want permission to use the Interfacing corporate logo or any Interfacing copyright material.

The do's

- Always use the correct trademark symbol with the first or most prominent appearance of the trademark in the body of text (including on any product packaging, advertising material or promotional, technical or other documentation relating to any product distributed under license from Interfacing).
- You do not have to use trademark symbols in headlines unless there is no accompanying text, in which case you must use them.
- Always include the correct trademark notice statement to acknowledge Interfacing's ownership of its trademarks (including on any product packaging, advertising material or promotional, technical or other documentation relating to any product distributed under license from Interfacing if such material contains an Interfacing trademark).

The don'ts

- Do not use any Interfacing logo without written authorization from Interfacing. Please contact our marketing team if you want permission to use the Interfacing corporate logo.
- Do not use inaccurate or misleading nouns after Interfacing's trademarks. Interfacing's trademarks are used for specific products and services.
- Do not use an Interfacing trademark, slogan or logo (or any part of an Interfacing trademark, slogan or logo) as part of another trademark, slogan, logo or other name. This includes but is not limited to a company name, trade name, product name, service name, technology name, standard, domain name, social media name or handle.
- Do not register an Interfacing trademark, slogan or logo (or any part of an Interfacing trademark, slogan or logo) either alone or as part of another trademark or other name. This includes, but is not

limited to a company name, trade name, product name, service name, technology name, standard, domain name, social media name or handle.

- Do not use Interfacing's trademarks to make fun of Interfacing or portray Interfacing in a negative way.
- Do not use Interfacing's trademarks in any manner that expresses or implies that Interfacing has any affiliation, sponsorship, endorsement, certification, or approval of your product, service or company.
- Do not use Interfacing's trademarks in false or misleading advertising.