



CLOUD SERVICE AGREEMENT

Last Revised: June 27, 2022

STANDARD CLOUD SERVICE AGREEMENT

This Cloud Service Agreement (“Agreement”) sets forth the terms and conditions under which Kronologic provides Customer with access to a hosted automated scheduling technology platform.

This Agreement, including the General Terms and Conditions, and its Order Confirmations and Exhibits (whether attached to this Agreement or entered into from time to time), constitutes the complete agreement between Customer and Kronologic with respect to the parties’ relationship and the subject matter hereof. It replaces any prior proposals, agreements, negotiations, correspondence, and all other communications, whether written or oral, between the parties.

If there is a conflict among the terms of the various documents, the Base Terms and Conditions prevail, unless mutually agreed upon in writing on the Kronologic Order Confirmation terms and conditions. A purchase order submitted by Customer to Kronologic will be used only for invoice processing purposes.

This Agreement may only be amended in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions will remain in effect.

Except as otherwise expressly stated in this Agreement, all notices required to be given under this Agreement will be in writing, and sent to the recipient party’s address stated in the relevant Kronologic Order Confirmation, unless it is changed in writing. All notices given by certified (or registered) mail or overnight carrier will be deemed given on the date the notice is received. All notices given by electronic mail will be deemed given five (5) business days after they have been sent. No failure or delay in exercising any right under this Agreement will constitute a waiver of that right.

General Terms and Conditions

1. Definitions.

“**Affiliate**” means an entity that controls, is controlled by or is under common control with Kronologic or Customer. Customer’s rights in this Agreement related to an Affiliate will continue while such affiliation exists.

“**Authorized Users**” means individuals authorized to use the Cloud Service in accordance with this Agreement who have been supplied user identifications and passwords by Customer.

“**Cloud Service**” means the hosted automated scheduling technology platform provided by Kronologic. The Cloud Service includes subsequent updates and upgrades to it made generally available by Kronologic.

“**Customer Data**” means data, including any personally identifiable information, transmitted to the Cloud Service by Customer (or its Authorized Users under Customer’s account), or from third parties.

“**Documentation**” means the online manuals and operating guides for the Cloud Service made available by Kronologic, as updated from time to time.

“**Implementation Services**” refers to services to implement the Cloud Service for use by Customer, as specified in an Order Confirmation.

“**Order Confirmation**” refers to the document issued by Kronologic which describes the Cloud Service, and details the scope of use, pricing, commencement date, and other details applicable to the Cloud Service, to be provided by Kronologic to Customer.

“**Services**” refers to the Cloud Service and Implementation Services, collectively.

2. Provision of the Cloud Service.

a. Availability and Use of the Cloud Service. Kronologic will make the Cloud Service described in an Order Confirmation available to Customer in accordance with that Order Confirmation and the Documentation. Customer’s use of the Cloud Service is limited to its internal business purposes solely (i) by Authorized Users, and (ii) for the scope and use limitations specified in the applicable Order Confirmation.

b. Support for the Cloud Service. Kronologic will provide Customer at no additional charge with support described in Kronologic’s then current technical support policy, a copy of which is attached as Exhibit A.

- c. **Security Measures for the Cloud Service.** Kronologic will implement reasonable and appropriate measures designed to secure Customer Data against accidental or unlawful loss, access or disclosure which equal or exceed industry standards as further specified in Exhibit B (“Information Security Procedures”).
- d. **Changes to the Cloud Service.** Kronologic regularly updates the Cloud Service and reserves the right to add, discontinue, or substitute functionally equivalent features in the event of product introductions, changes or unavailability, at product end-of-life, or in connection with changes to software or business requirements. In no event will any change result in a material reduction in the level of performance or availability of the Cloud Service.
- e. **Intellectual Property Ownership Rights.** This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Cloud Service. Kronologic (and its licensors and suppliers, where applicable) retains all copyrights, trade secrets, trademarks, patents, and other proprietary rights in the Cloud Service, including but not limited to, all software, technology, information, content, materials, and documentation. Except for the limited rights expressly granted in this Agreement, Kronologic grants no other rights or permits any other use.

3. Customer Responsibilities Relating to Use of the Cloud Service.

a. **Access to the Cloud Service.** Customer is responsible for (i) all activities conducted under its accounts, including use by Authorized Users, (ii) complying with laws and regulations applicable to Customer’s use of the Cloud Service, and (iii) obtaining and maintaining, at its own expense, all equipment needed to access the Cloud Service, including but not limited to Customer’s Internet access, encryption technology, and adequate bandwidth. Customer agrees to notify Kronologic immediately of any unauthorized use of any password or account or any other known or suspected breach of security with respect to the Cloud Service. Kronologic may, without liability to Customer, disable Customer’s access to the Cloud Service (or suspend or terminate any user’s access to the Cloud Service) if Customer is in breach of this Section 3 or in the event of a denial-of-service attack or other malicious attempt emanating from Customer’s or an Authorized User’s connection point the effect of which is to prevent legitimate users of the Cloud Service from using the Cloud Service. Any failure by an Authorized User to comply with the Agreement will be deemed to be a material breach by Customer, and Kronologic will have no liability to Customer or any third party with respect to such breach. Customer agrees to immediately take all necessary steps, including providing notice to Kronologic, to effect the termination of an access ID for an Authorized User if there is a compromise in the security of that access ID or if unauthorized use is suspected or has occurred. Kronologic may remove any violating content posted or transmitted through the Cloud Service, without notice to Customer.

b. Customer Data in the Cloud Service.

i. **Use of Customer Data with the Cloud Service.** Customer acknowledges that the accuracy, utility, and validity of the functionality provided by the Cloud Service is entirely dependent on the quality of the Customer Data. Customer further acknowledges that provision of the Cloud Service necessarily requires disclosure of Customer Data to third parties specified by Customer or Authorized Users within the Cloud Service, and authorizes Kronologic to make such disclosures as necessary to facilitate provision of Services to Customer and Users.

ii. **Intellectual Property Rights in and Obligations regarding Customer Data.** Customer retains all ownership rights, including all intellectual property rights, in the Customer Data. Customer has sole responsibility for the Customer Data, including its accuracy, quality, integrity, legality, and reliability. Customer represents and warrants that it has (A) the right to submit (or authorize the submission by third parties of) the Customer Data to the Cloud Service, and (B) all rights in the Customer Data necessary to grant these rights of use, and that such use does not violate any law or this Agreement. Customer acknowledges that, as part of its obligations to comply with applicable law, it is responsible for obtaining the requisite consents and preferences for the use of the Customer Data, including the use of personally identifiable information contained in the Customer Data. The parties agree to the Data Processing Addendum attached as Exhibit C.

iii. **Limited License Grant and Rights of Use.** Customer hereby grants Kronologic the nonexclusive, royalty-free right to use the Customer Data to perform its obligations under this Agreement, including to provide the Cloud Service and prevent or address service, support or technical problems (including for general product improvement) as well as for Kronologic’s internal use, including benchmarking, on an anonymized basis. Customer reserves all rights not expressly granted to Kronologic.

iv. **Indemnity.** Customer hereby agrees to indemnify and hold Kronologic harmless against damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an actual or alleged violation of this Section. Kronologic shall have no liability for any collection, use, disclosure of or failure to allow access to Customer Data, or failure to correct or delete Customer Data, to the extent caused by an act, omission or direction of Customer, including (without limitation) the provision of Customer Data to Kronologic without consent in accordance with applicable law or the failure to communicate to Kronologic any relevant preferences or requests with regard to the Customer Data which was made to Customer.

c. **Restrictions regarding Customer’s Use of the Cloud Service.** Customer agrees to use the Cloud Service solely for its internal business purposes in accordance with applicable laws. Customer will not: (i) resell, sublicense, or otherwise distribute the Cloud Service or make the Cloud Service available to third parties for or through any time-share arrangement, (ii) make the Cloud Service available to any third party except as required by Authorized Users, (iii) send or store infringing or unlawful material, (iv) attempt to gain unauthorized access to the Cloud Service or its related systems or networks, (v) interfere with or disrupt the integrity or performance of the Cloud Service or the data contained therein, (vi) modify, copy or create derivative works based on the Cloud Service, (vii) reverse engineer the Cloud Service, or (viii) access the Cloud Service for the purpose of building a competitive product or service or copying its features or user interface.

4. Interfaced Applications.

a. **Use with Third Party Products.** Customer acknowledges and agrees that if the Cloud Service is used with software or cloud products that are proprietary to third parties not provided by Kronologic (“Interfaced Applications”), it is Customer’s sole responsibility to ensure that it has valid license or services agreements for all Interfaced Applications and permission to develop interfaces to them. Customer agrees that Kronologic is not responsible for the operation or performance of any Interfaced Applications, or for costs associated with the development of interfaces to such Interfaced Applications (unless the development of such interfaces is provided by Kronologic as part of the Implementation Services).

b. **Issues with respect to the Functionality of Third Party Products.** To the extent that Customer advises Kronologic that an Interfaced Application is not functioning as intended with the Cloud Service, Kronologic will use commercially reasonable efforts to identify whether the failure was caused by the Cloud Service or the Interfaced Application. Where the failure is not caused by Kronologic’s failure to provide the Cloud Service as warranted, Kronologic will use commercially reasonable efforts to assist Customer and the third party licensor or provider, if applicable, to resolve the failure at Kronologic’s then current time-and-materials rates. In addition, if Customer upgrades or otherwise modifies the Interfaced Applications, Customer may be required to reconfigure the interfaces to the Cloud Service, which will require a suitably qualified and trained resource. If Customer does not have appropriately qualified personnel, Customer may engage Kronologic to provide such services on a time and materials basis.

5. Fees and Payment.

a. **Orders for a Cloud Service.** The Order Confirmation attached to or referenced by this Agreement sets forth Customer’s initial order of Services. Customer may purchase additional Services by issuing an order. Kronologic accepts Customer’s order by providing an Order Confirmation confirming the specific details of the order, enabling use of the additional Services through the Cloud Service or issuing an invoice to Customer.

b. **Fees.** Customer agrees to pay Kronologic fees as specified in the applicable Order Confirmation in accordance with the payment terms or milestones specified in the Order Confirmation. Where no payment terms are specified, (i) fees will be invoiced in advance for the Cloud Service commencing on the date of the applicable Order Confirmation, and (ii) fees for Implementation Services will be payable on a time and materials basis at Kronologic’s then current time and materials rates (unless otherwise specified in the applicable Order Confirmation) and invoiced in advance. Any extension or increase in Customer’s access to or use of the Cloud Service will require the payment of additional fees in accordance with the applicable Order Confirmation (and, if none are specified, then in accordance with Kronologic’s then current terms and fees). Except as expressly set forth in Section 6.b (regarding Kronologic’s warranties), all fees and other amounts paid under or in connection with this Agreement are non-refundable and no right of setoff exists.

c. **Changes to Fees.** Kronologic may change its fees by notifying Customer in writing (which may be by email or in an invoice) at least 30 days in advance of the effective date of the change. Notwithstanding the foregoing, (i) increases in fees for the Cloud Service will not apply until the next subsequent twelve-month period of the Order Confirmation Term and (ii) changed rates applicable to Implementation Services will apply only to Implementation Services provided after the effective date of the increase but will not affect the rates for Implementation Services provided under an Order Confirmation previously entered into between Customer and Kronologic (unless Customer and Kronologic agree otherwise). For the avoidance of doubt, the requirements set forth in this Section regarding fee increases do not apply to increases in fees due, for example, to an extension or increase in Customer’s access to or use of the Cloud Service, a change to the Implementation Services to be provided, and so on.

d. **Additional Payment Obligations.** All payments are expressed and will be made in U.S. dollars. Fees are due within 30 days from receipt of Kronologic’s invoice (or as otherwise set forth in the invoice). Specifically with respect to the Cloud Service, if fees are not paid when due and Customer does not remit payment within five days after Kronologic provides Customer with written notice (which may be by email) that fees are past due, Kronologic may suspend Customer’s access to the Cloud Service. This suspension is in addition to Kronologic’s other rights under this Agreement, including terminating this Agreement or the applicable Order Confirmation for breach. In the event of any such suspension and unless Kronologic has elected to terminate this Agreement or the applicable Order Confirmation, Kronologic may also require payment of a reinstatement fee before again providing Customer with access to the Cloud Service. Past due amounts will incur interest at a rate equal to the lower of 1.5% per month or the highest rate permitted by law. In addition, Customer will reimburse Kronologic for all reasonable and actual costs incurred by Kronologic in collection of delinquent amounts not subject to a reasonable and good faith dispute. The late fees, collection costs, and ability to suspend access to the Cloud Service will not apply to the extent a payment is the subject of a good faith dispute between the parties provided that Customer has notified Kronologic of such dispute in writing and is working with Kronologic to expeditiously resolve the dispute.

e. **Expense Reimbursement.** Customer agrees to reimburse Kronologic for all reasonable and appropriately documented travel and related expenses incurred by Kronologic in performing Implementation Services at Customer’s location provided such expenses have been pre-approved by Customer.

f. **Taxes.** Amounts charged by Kronologic do not include applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under this Agreement. Customer is responsible for all such amounts and will pay them in full (except for taxes based on Kronologic’s net income). If Kronologic has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides a valid tax exemption certificate authorized by the appropriate taxing authority.

6. Limited Warranty; Warranty Disclaimer.

a. **Mutual Warranties.** Each party represents and warrants that (i) it has the power and the right to enter into this Agreement, to grant all rights granted in this Agreement, and to perform its obligations under this Agreement, and (ii) it will comply with all applicable laws and regulations in the performance of its obligations under this Agreement.

b. By Kronologic.

i. Cloud Service.

A. **Functionality.** Kronologic warrants to Customer that the Cloud Service will provide the functionality described in the applicable Documentation. In the event the Cloud Service is nonconforming, Kronologic will fix, provide a work around, or otherwise remediate the nonconforming Service or, if Kronologic is unable to do so, terminate Customer's access to the Cloud Service and return fees for the Cloud Service previously paid to Kronologic prorated for the period beginning with Customer's notice of nonconformity through the remainder of the then current Term (whether the Initial Term or an Extension Term).

B. **No Infringement.** Kronologic warrants to Customer that the Cloud Service does not infringe on the intellectual property rights of any third party. In the event of any breach of this warranty, Kronologic will indemnify Customer as specified in Section 8 ("Indemnification").

C. **No Malicious Code.** Kronologic warrants that it routinely tests the Cloud Service using up-to-date anti-virus software in efforts to detect and, if so detected, to eliminate, any disabling devices, viruses, Trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots, or other computer programming routines designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any other software or data ("Malicious Code"). If Malicious Code is introduced into Customer's computer systems by the Cloud Service, Kronologic will, at its own expense, assist and work with Customer, at Customer's direction, to remediate the damage caused by the Malicious Code, provided that Customer: (I) has taken all prudent business measures to prevent introduction of any such Malicious Code into its computer systems, (II) takes all prudent business measures to minimize the effects of any such Malicious Code, and (III) delivers sufficient documentation to Kronologic to validate Customer's belief that the Malicious Code was introduced into Customer's computer system by the Cloud Service.

ii. **Implementation Services.** Kronologic warrants that it will perform Implementation Services in a timely and professional manner. If Kronologic fails to do so, and provided Customer has notified Kronologic in writing of such failure within ten business days after Kronologic has provided the Implementation Services to Customer, Kronologic will re-perform the portion of the Implementation Services that was not adequately completed.

c. **Disclaimer.** THE PROVISIONS OF SECTION 6.b CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND KRONOLOGIC'S SOLE AND EXCLUSIVE LIABILITY, FOR BREACH OF KRONOLOGIC'S WARRANTIES UNDER THIS AGREEMENT. EXCEPT AS SET FORTH IN SECTION 6.b OF THIS AGREEMENT, SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KRONOLOGIC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Kronologic does not make any warranty that the Cloud Service will be uninterrupted, timely, secure, or error free. Kronologic does not and cannot control the flow of data to or from Kronologic's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Kronologic agrees to use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events. However, Kronologic cannot guarantee that such events will not occur. Accordingly, Kronologic disclaims any and all liability resulting from or related to such events. This disclaimer exclusion also applies to any of Kronologic's subcontractors, suppliers and licensors (collectively, "Suppliers").

7. Confidentiality.

a. **Definition of Confidential Information.** "Confidential Information" means all confidential and proprietary information of a party (as the disclosing party) disclosed to the other party (as the receiving party), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including business plans, technology and technical information, and business processes. Confidential Information includes the terms of this Agreement, including of each Order Confirmation.

b. **Exclusions from Confidentiality.** Confidential Information does not include any information that, without breach of any obligation owed to the disclosing party: (i) is or becomes generally known to the public, (ii) was known to the receiving party prior to its disclosure by the disclosing party, (iii) was independently developed by the receiving party without breach of this Agreement, or (iv) is received from a third party. If the receiving party is compelled by law to disclose Confidential Information of the disclosing party, it will provide the disclosing party with prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. In addition, the receiving party will use commercially reasonable efforts to limit any such disclosure to the minimum required to comply with such demand.

c. **Obligations regarding Confidential Information.** The receiving party will not disclose or use any Confidential Information of the disclosing party for any purpose outside the scope of this Agreement, except with the disclosing party's prior written consent. The receiving party will protect the confidentiality of the disclosing party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). The receiving party will promptly notify the disclosing party if it becomes aware of any actual or suspected breach of confidentiality of the disclosing party's Confidential Information. Upon any termination of this Agreement, the receiving party will, upon request, return to the disclosing party or destroy (at the disclosing party's election) all materials containing such Confidential Information. With respect to any Confidential Information of the disclosing party regarding which return or destruction is not feasible, the receiving party will continue to maintain its confidentiality in accordance with the terms of this Agreement. In the event of a breach (or threatened breach) by the receiving party of any of its obligations regarding the disclosing party's Confidential Information, the disclosing party will be entitled to injunctive relief, in addition to any other remedies available to it.

8. Indemnification.

a. Indemnification Obligation. Kronologic will indemnify, defend, and hold Customer harmless from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that the Cloud Service infringes or misappropriates that party's United States patents, copyrights, or trade secrets. To qualify for indemnification under this Agreement, Customer agrees to (i) promptly notify Kronologic in writing of the existence of any such action, (ii) grant Kronologic sole authority and control for the defense or settlement of such action, and (iii) provide Kronologic with all reasonable assistance for the defense or settlement of such action. Customer may elect to participate in any such action with an attorney of its own choice and at its own expense. In addition to Kronologic's obligation of indemnification, if the Cloud Service becomes or, in Kronologic's opinion, is likely to become the subject of a claim of infringement, Kronologic may, at its option, either procure for Customer the right to continue using the Cloud Service or replace or modify the Cloud Service to make the Service non-infringing. If Kronologic, in its sole discretion, concludes that neither of these alternatives is reasonably available, Kronologic may terminate Customer's right to use the Cloud Service and release Customer from its obligation to make future payments for the Cloud Service or issue a pro rata refund for any fees paid in advance. The foregoing states the entire obligation and liability of Kronologic with respect to any infringement claim.

b. Exceptions. Kronologic's indemnification obligations will not apply to any claim resulting from the (i) use of the Cloud Service in combination with other products, services, or devices if the claim would not have arisen but for such combination or in a manner not authorized by this Agreement (or provided for in the Documentation), (ii) any Customer Data, or (ii) use of the Cloud Service other than in accordance with this Agreement.

c. Obligation. The provisions of this Section 8 set forth Kronologic's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to any third party claim.

9. Limitation of Liability. Except with respect to a party's obligation of indemnification or a breach of a party's obligation of confidentiality, neither party will be liable for consequential, incidental, indirect, punitive or special damages, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages. In no event will either party's liability arising out of or related to this Agreement, regardless of the form of action that imposes liability, exceed, in the aggregate, an amount equal to the fees paid or payable to Kronologic by Customer under this Agreement during the six months immediately preceding the date on which the event giving rise to such liability occurred.

10. Termination.

a. Term. This Agreement commences on the Agreement Effective Date specified on the first page of this Agreement and remains in effect until all Order Confirmations have expired or been terminated unless earlier terminated as set forth herein. The initial term applicable to an Order Confirmation is specified in the affected Order Confirmation and continues for the period specified in the Order Confirmation (each, an "Initial Term"). Upon expiration of the Initial Term of an Order Confirmation, the Order Confirmation will extend for successive twelve-month periods (each of which is referred to as an "Extension Term" and, together with the Initial Term, is referred to as the "Term") unless one party elects to terminate the Order Confirmation by giving the other party at least 90 days' written notice prior to the end of the Initial Term or any Extension Term.

b. Termination for Cause. Either party may terminate this Agreement, including all Order Confirmations under it, on 30 days' prior written notice to the other party, if the other party breaches one or more of its material obligations under this Agreement and fails to cure that breach or breaches within 30 days after delivery of such written notice.

c. Effect of Termination; Survival. For a period of 90 days from the effective date of termination of this Agreement, Kronologic will make the Customer Data available for download in a mutually-agreed-upon format provided Customer is not in breach of this Agreement and has paid all fees due under this Agreement in full. After that period, Kronologic will delete all backed-up Customer Data from its systems and Customer's access to the Cloud Service will cease. In addition, each party will return to the other the original and all copies of the Confidential Information in the other's possession, custody or control or, in lieu of returning such Confidential Information, destroy all copies of such Confidential Information and, upon request, certify to such destruction in a writing signed by its officer. Customer's obligation to pay Kronologic undisputed amounts due will survive any expiration or termination of this Agreement. The terms of any other Sections that by their nature are intended to extend beyond termination will survive termination of this Agreement for any reason.

11. General.

a. Governing Law. This Agreement will be governed exclusively by the laws of the State of Texas, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Each party irrevocably submits to the exclusive and mandatory jurisdiction and venue of the federal and state courts of Travis County, Texas in any legal suit, action, or proceeding arising out of or based upon this Agreement, the Services provided under it, or otherwise between the parties.

b. Independent Contractors; Subcontractors. The parties are independent contractors, and they are not agents, franchisees, employees, partners, or joint ventures of each other. There are no third-party beneficiaries to this Agreement. Kronologic uses subcontractors in the provision of the Services, and acknowledges that it is responsible for the acts and omissions of its subcontractors to the same extent as it would be if such acts and omissions were performed by Kronologic.

c. Insurance. Kronologic will maintain reasonable levels of public liability and professional indemnity insurance coverage in amounts and at levels of coverage and deductibles consistent with prudent commercial practice applicable to the scope and nature of the liabilities assumed under this Agreement. Upon Customer's request, Kronologic will provide Customer with evidence of the coverage maintained by Kronologic.

- d. **Suggestions.** Customer may from time to time provide suggestions, comments or other feedback (“Feedback”) to Kronologic with respect to the Cloud Service. Kronologic is free to use the Feedback for any purpose, without obligation.
- e. **Publicity.** Customer agrees that Kronologic may use Customer’s name and logo as a Kronologic customer on Kronologic’s website and in marketing materials. Any other press release or public statement with respect to this Agreement requires the prior written consent of the other party.
- f. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform its obligations under this Agreement (excluding payment obligations) if the delay or failure arises from any cause or causes beyond that party’s reasonable control.
- g. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other; provided, however, that either party may assign this Agreement in its entirety (including all Order Confirmations under it), without consent of the other party, to (i) its Affiliate, or (ii) its successor in interest in connection with a merger, reorganization, or sale of all or substantially all of its assets or equity. Any attempted assignment in breach of this Section will be void. This Agreement will bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

CLoud SERVICE AGREEMENT

Exhibit A

Support for the Cloud Service

Kronologic provides support for the Cloud Service as described below. Capitalized terms used in this document and not otherwise defined have the meanings given to such terms in the General Terms and Conditions.

1. Additional Definitions.

“**Error**” means any material defect or malfunction in the Cloud Service that interferes with its usability.

- 2. Designation of Key Contacts.** Kronologic will provide support to Customer only by communication with the technical contacts designated by the Customer for the Cloud Service (each, a “Key Contact”). To designate an individual as a “Key Contact,” Customer will send an email to Kronologic’s support organization with the subject line “Key Contact.” Key Contacts may be changed in the same manner at any time. Each Key Contact must have the relevant technical knowledge regarding the interface / workflow necessary to assist Kronologic as needed. Customer will maintain an e-mail address for correspondence regarding requests for Support.
- 3. Help Desk Support and Additional Resources.** The Kronologic customer support center is available to assist each Key Contact during the hours between 9:00 a.m. and 5:00 p.m. Central Time on regular business days, excluding Kronologic holidays. Kronologic may, with 30 days’ notice, change the hours during which customer support center is available but will not shorten the hours of support per day. Customer may request that Kronologic provide support for the Cloud Service outside of the hours referenced above, and Kronologic agrees to provide such support at its standard hourly rates. Notwithstanding the foregoing, no charges will apply to Kronologic’s efforts to resolve any Error which is production inhibiting as set forth in Section 4.b (“Error Investigation and Resolution”). Kronologic provides access to an FAQ at <https://academy.kronologic.ai/academy>.
- 4. Reporting and Resolving Issues with the Cloud Service.** Resolution of submitted issues with the Cloud Service will depend upon a complete understanding of the variables unique to each situation with both parties working together to identify and resolve the issue.
- a. **Problem Reporting.** Customer will provide a clear description of the problem or question, including setting forth in reasonable detail the respects in which the Cloud Service fails to perform and whether the Error is production inhibiting.
- b. **Error Investigation and Resolution.** Kronologic will investigate each suspected Error reported by a Key Contact to determine whether, in Kronologic’s judgment, the suspected Error is, in fact, an Error. In the event Kronologic determines, in its reasonable judgment, that the suspected Error is, in fact, not an Error, but Customer disagrees with such determination, Kronologic and Customer will work together to resolve such difference. If the Error is production inhibiting, Kronologic agrees to commence investigation of such Error within one business day after such Error is confirmed and to use continuous and diligent efforts to address the Error until Customer is back in production. Kronologic agrees, if feasible, to commence investigation of a suspected Error on the business day on which such Error is detected. If Kronologic confirms that there is an Error, but the Error is not production inhibiting, Kronologic’s resolution efforts will take place during normal business hours. Kronologic will provide routine updates on resolution efforts.
- c. **Not Cloud Service-Related.** If it is determined that the issue is not related to the Cloud Service, the problem resolution will be Customer’s responsibility. NOTE: any assistance provided by Kronologic to resolve the issue will be on a time-and-materials basis.
- 5. Management of Updates to the Cloud Service.** Kronologic provides and manages all software updates to the Cloud Service. Kronologic will notify Customer prior to implementing an update that may materially affect the functionality, availability or performance of the Cloud Service, to ensure that a Key Contact will be available for the scheduled update.
- 6. Conditions and Limitations of Support.** Kronologic has no obligations to render support for the Cloud Service with respect to problems in the use or functioning of the Cloud Service caused by any hardware or software product other than the Cloud Service, by any error in the use of the Cloud Service inconsistent with its authorized use, or by any modifications of the Cloud Service by any person or entity other than one authorized by Kronologic. If support is rendered for any problem caused by any of the foregoing or for troubleshooting with respect to any of the foregoing, or if Kronologic’s support services efforts are increased as a result, Kronologic reserves the right to impose charges at its then standard commercial time and materials rates for all such services, including pre approved travel and per diem expenses to be reimbursed consistent with Customer’s travel policies. Kronologic’s customer service engineer will notify a caller as soon as the billable status of the call is determined. The caller may terminate the call at that time without charge.

CLOUD SERVICE AGREEMENT

Exhibit B

Information Security Procedures

This Exhibit describes Kronologic's information security program for the Services.

1. General Description of Kronologic's Information Security Program.

Kronologic's information security program is designed to:

- address the security, integrity and confidentiality of Customer Data,
- protect against anticipated threats or hazards to the security or integrity of Customer Data,
- protect against unauthorized access to or use of the Customer Data that could harm the person that is the subject of the Customer Data, and
- provide procedures for the proper disposal of Customer Data.

2. General Procedures.

- a. Data Storage. Kronologic stores Customer Data on secure servers located in a physically secure and controlled data center environment. Kronologic employs technologies that are consistent with industry standards for firewalls and other security technologies to prevent Kronologic servers from being accessed by unauthorized persons.
- b. Data Transfers & Encryption. Kronologic uses encryption standards to protect data integrity during transfers and at rest. Specifically, (i) with respect to data transfers, Kronologic will utilize TLS 1.2 or greater, and (ii) regarding the encryption of data at rest, Kronologic will utilize AES-256 encryption or greater.
- c. Access and Use Monitoring. Kronologic will monitor Kronologic's user access to and use of the Services for security, performance evaluation, and system utilization purposes.

3. Security Assessments and Audits.

If requested by Customer, Kronologic will cooperate with Customer in an initial security assessment, including the completion of an information security assessment questionnaire. In addition, Kronologic will provide Customer with Kronologic's SOC 2 audit report upon request.

4. Network and Physical Security Requirements.

Kronologic will:

- install and maintain an industry standard firewall to protect Data,
- regularly install security patches on the network for the Services,
- ensure that authentication to the Services' network web front-end is encrypted,
- where applicable, use and regularly update anti-malware prevention tools,
- maintain a credential management process which includes assigning a unique ID to each person with access to the Services with password complexity and change requirements,
- utilize multi-factor authentication for the Kronologic workforce,
- track access to systems, generate and store audit trail and logs to help identify malicious activity,
- regularly test efficiency and health of security controls, systems and processes,
- maintain a policy that addresses information security,
- restrict physical access to systems containing Customer Data,
- protect data backups from unauthorized access.

5. Security Breach.

- a. Definition of Security Breach. "Security Breach" means the unauthorized acquisition, destruction, loss, misappropriation or access to, disclosure, use or modification of Customer Data.
- b. Incident Response Policy. Kronologic maintains an incident response policy with steps to follow in the case of a suspected breach which Kronologic regularly reviews and updates.
- c. Investigation of Security Breach. Kronologic will:
 - i. promptly investigate each suspected Security Breach, take all reasonable steps necessary to limit, stop or otherwise remedy the Security Breach,
 - ii. promptly implement appropriate internal technical and procedural controls to reduce the likelihood of a recurrence of a Security Breach, and
 - iii. prepare a full summary of verified Security Breach and actions taken.
- d. Notification of Security Breach. Kronologic will notify Customer of any actual breach of Customer Data within 72 hours following the verification of a Security Breach. Kronologic will also provide Customer with a detailed description of the breach with documentation detailing the controls implemented.

6. Return or Destruction of Data upon Termination.

Kronologic will maintain a process that provides for the secure return or destruction of all Customer Data in the event the Services are terminated. Notwithstanding the foregoing, with respect to copies of any of the Customer Data retained by Kronologic in any backup tapes (or similar media) that are not easily accessible, Kronologic will continue to maintain the Data on such back-up tapes

or other media subject to obligations of confidentiality under this Agreement. In addition, the Customer Data will be destroyed or overwritten by Kronologic in the ordinary course of business for such backup records.

7. Business Continuity and Disaster Recovery.

Kronologic maintains a business continuity plan and a disaster recovery policy. Kronologic tests its business continuity plan annually and documents results of that testing. In addition, Kronologic will conduct an annual review of the business continuity plan and disaster recovery policy, and make formal updates as required.