<u>ATTACHMENT A – PEGASYSTEMS INC.</u>

MASTER SOFTWARE LICENSE, MAINTENANCE & PROFESSIONAL SERVICES AGREEMENT, rev 9/17/2019

This Agreement ("Agreement") describes the terms and conditions that will apply to licenses for Pegasystems' products that Customer purchases from time to time, and maintenance services and professional services and training from Pegasystems relating to those licensed products. This Agreement consists of specific terms and conditions relating to Licenses, Maintenance and Professional Services and Training, general terms and conditions relating to the relationship between the parties, the defined terms specified on Exhibit A, and the terms and conditions in any License Schedule.

Pegasystems' products include the Pega Platform for CRM and BPM applications, Artificial Intelligence for adaptive real-time decisioning, Robotic Automation for automating processes and assisting workforces, and strategic applications and components enabling specific solutions. Pega Platform products are composed of Pegasystems' provided RuleSets to use to develop Customer Applications. Customer Applications may be deployed on the Pega Cloud, a Customer-managed cloud or a partner-managed cloud, each as described in a Schedule to this Agreement. Customer may also obtain professional services and training under a separately issued order to this Agreement.

Subscription Services and License Terms

1. <u>Subscription Services; Software License</u>
    (a) If designated in an applicable Schedule, Pegasystems will provide Customer with the Subscription Services and/or Pega Cloud Collaboration Services in accordance with the Subscription Documentation to develop, test and/or deploy Customer Applications into production within the Scope of Use. Customer will be responsible for any third-party products that are installed and/or used by or on behalf of Customer in connection with the Subscription Services.
    (b) If designated in an applicable Schedule, Pegasystems will grant Customer a non-transferable, non-exclusive license to install the Software in a Customer Managed Cloud to develop, test and/or deploy Customer Applications into production within the Scope of Use. Software licensed for use in a Customer Managed Cloud will not include the Subscription Services.
    (c) Customer is responsible for configuring Guardrail Compliant Customer Application(s) in the Pega Cloud and for the performance of any Customer Application(s).
    (d) Customer will receive support, upgrades, and updates during the Term in accordance with the terms of the applicable Schedule and the Customer Support Handbook, as may be periodically updated.
    (e) During the Term, Customer grants to Pegasystems a worldwide license to host, copy, use, execute, transmit and display Customer's data, Customer Applications and any third-party products, as necessary to provide the Subscription Services. Customer agrees to allow Pegasystems to use anonymized information about Customer's use of the Subscription Services and Software to improve the Pega Cloud. Pegasystems will not acquire any right, title or interest from Customer in or to Customer's data or third-party products. In each Schedule, Customer will commit to purchase licenses for production use of each Customer Application at the time that development of the Customer Application begins.

2. <u>Restrictions.</u>
    (a) Customer's use of the Subscription Services and/or Software will comply with the terms of this Agreement. Customer's use of the Subscription Services will comply with the Subscription Documentation, Customer Data Rights and Responsibilities, and Acceptable Use Policy. Customer agrees not to sell, resell, rent, outsource, timeshare, lease or sublicense the Subscription Services and/or Software to any third party or otherwise use it except as permitted under this Agreement and the applicable Schedule. Customer will not use shared User IDs to avoid or reduce the counting of individuals that use the Subscription Services and/or Software.
    (b) Customer's use of the Subscription Services and/or Software will be in object code and/or RuleSet form. Unless specifically authorized by law, Customer may not reverse engineer, decompile, disassemble or otherwise attempt to determine source code or protocols from the Subscription Services and/or Software.
    (c) Pegasystems retains all right, title and interest to the Subscription Services, Software and Background Materials. The Software will contain Pegasystems' copyright notice, and Customer will reproduce such notice in any permitted copy made by Customer.

3. Maintenance. In a License Schedule, Customer may purchase maintenance services as described in the applicable Maintenance Schedule. The following terms and conditions will apply to maintenance services:
    (a) The maintenance term under each License Schedule may be renewed for successive annual terms, at the then current fees under such License Schedule in accordance with the GSA Schedule Pricelist. If Customer elects not to renew maintenance, the election must be for all of the Software licensed under the applicable License Schedule. In addition, if Customer cancels maintenance under any License Schedule, it agrees that it cannot use maintenance services that remain in effect under another License Schedule for the benefit of any Customer Application that is covered by the License Schedule for which maintenance was cancelled.
    (b) If the Customer licenses the Software for additional use, the corresponding maintenance fee will be assessed at the applicable percentage of the license fee in accordance with the GSA Schedule Pricelist. Any such additional maintenance fee will be prorated to reflect the period of time remaining in the then-current term and will be payable from the date the additional usage is licensed.
    (c) In the event that Customer elects not to renew maintenance, and then later elects to purchase maintenance, any reinstatement of maintenance services will be subject to the mutual agreement of the parties and Customer's payment to Pegasystems of all fees that would have been payable from the time that Customer discontinued maintenance to the time of its reinstatement.

Professional Services Terms

4. Performance of Services; Deliverables.
    (a) Pegasystems may provide Professional Services to Customer under a mutually-agreed Work Order.
    (b) All Deliverables that Pegasystems creates during the course of providing Professional Services for Customer under this Agreement will be a "work made for hire" and will become, effective upon payment by Customer in full, the exclusive property of Customer. Customer will also retain all right, title and interest in any new RuleSets that Customer develops for itself using the Software. So long as Pegasystems has not used any Customer Confidential Information, Customer agrees not to challenge or make claims against Pegasystems' ability to provide its products and services to other customers.
    (c) Pegasystems may use its Background Materials in the course of providing Professional Services to the Customer. Background Materials will at all times remain the property of Pegasystems, and if Pegasystems incorporates any Background Materials in a Deliverable that is provided to Customer under a Statement of Work, Customer will receive a non-exclusive, non-transferable, fully paid-up license to use those Background Materials solely in connection with the Deliverables in which they were incorporated under the terms of the applicable Schedule.

General Terms and Conditions

5. Reserved.

6. Representations and Warranties.
    (a) Each party represents and warrants the following: (i) entering into and carrying out the terms and conditions of this Agreement will not violate any obligation binding upon it; (ii) each party will comply with all applicable laws in connection with its performance under this Agreement; and (iii) the executing persons have the authority to bind their respective parties.
    (b) Pegasystems warrants that (i) the Subscription Services and/or Software will operate substantially in accordance with its Documentation for a period of 90 days from initial delivery, (ii) no disruptive or corrupting software that would damage, disable or compromise the security of a Customer Application will be intentionally or knowingly introduced into the Subscription Services and/or Software by Pegasystems or its employees, and (iii) all Professional Services provided under this Agreement will be performed in a good and workmanlike manner, consistent with applicable industry standards. Pegasystems will, at its election, promptly repair the Software or Subscription Services to resolve any failure of the warranties described in (i) and (ii) above, which can be replicated or verified, or replace the Software or Subscription Services with alternative software that provides substantially the same functionality. These remedies will be Customer's exclusive remedy for any failures of these warranties. In order for Customer to invoke these remedies, Customer must provide written notice to Pegasystems within the warranty period, expressly outlining the nature of the alleged failure or breach.

(c) The foregoing warranties will be void to the extent that any failure of such warranties is caused by (i) anyone other than a Pegasystems employee modifying the Subscription Services or Software (unless Pegasystems authorizes the specific change in writing), (ii) non-Pegasystems' service, software or hardware, or (iii) non-Guardrail Compliant Customer Applications.

(d) EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, PEGASYSTEMS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

7. Confidentiality.

(a) "**Confidential Information**" means all non-public information provided by or on behalf of a party to the other party unique to the disclosing party's business, including but not limited to Subscription Services, Software, Software Documentation and Subscription Documentation. For the avoidance of doubt, Confidential Information also includes any information that is protected as confidential by applicable law, statute or regulation, including the Health Insurance Portability and Accountability Act and the Gramm-Leach Bliley Act.

(b) Each party agrees that any Confidential Information it receives from the other is the exclusive proprietary property of the disclosing party or its licensors and may include trade secrets and other highly confidential information.

(c) Subject to the Freedom of Information Act, 5 U.S.C. § 552, each party agrees to receive and hold any Confidential Information supplied by the other party in confidence and agrees:
   (i) not to disclose or publish any such Confidential Information to third parties;
   (ii) not to use any such Confidential Information except for those purposes specifically authorized by the disclosing party;
   (iii) to disclose such Confidential Information only to those of its officers, directors, agents and employees who have a need to know, have been advised of the confidential nature of the Confidential Information, and who are under obligations of confidentiality to the receiving party; and
   (iv) to follow the other party's reasonable on-site security procedures.

(d) The above confidentiality provisions will not apply to information that:
   (i) is in the public domain at the time of its disclosure;
   (ii) is disclosed to a third party who is under no obligation to maintain the confidentiality of the information with the prior written consent of the disclosing party;
   (iii) becomes known to the receiving party from a source other than the disclosing party, provided such source is legally entitled to have and disclose the information; or
   (iv) is independently developed by a receiving party without use of the Confidential Information of the disclosing party, as demonstrated by written records of such receiving party; or

(e) In the event that a receiving party is required by a court of law or by a governmental, regulatory or administrative agency, body or tribunal to disclose any of the Confidential Information of a disclosing party, the receiving party shall (i) provide the disclosing party with prompt prior written notice of such requirement so that the disclosing party may seek appropriate relief to prevent or limit such disclosure, and (ii) furnish only that portion of the Confidential Information which is legally required to be furnished or disclosed.

(f) If, in connection with the Subscription Services and/or Software, Customer communicates suggestions for improvements to the Subscription Services and/or Software, Customer assigns to Pegasystems all of its right, title and interest (including all intellectual property rights) in such suggestions for improvements and Pegasystems will own all right, title, and interest in and to the same and shall be entitled use the same without restriction.

8. Data Protection.

(a) If and insofar within the scope of this Agreement Personal Data is Processed by Pegasystems on behalf of Customer, Pegasystems shall: (i) Process the Personal Data only in accordance with instructions from the Customer (which may be specific instructions as are notified by the Customer to Pegasystems during the Term or instructions of a general nature as are set out in this Agreement); (ii) implement appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm and/or reputational damage which might result from any unauthorized or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data and comply with the obligations in this sub-clause; (iii) take reasonable steps to ensure that all Pegasystems staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the

obligations set out in this sub-clause; and (iv) not publish, disclose or divulge any of the Personal Data to any third party except as described below or unless directed in writing to do so by the Customer.

(b) Pegasystems will notify Customer in writing if it becomes aware of any breach of Personal Data or any claims in connection with such breach. Pegasystems shall inform Customer of all actions and measures taken to address such breach and/or claims.

(c) Pegasystems will only transfer or provide direct access to Personal Data to Pegasystems' affiliates and subcontractor that (i) have agreed in writing to process the Personal Data consistent with the terms of this Agreement and (ii) (A) are located in a jurisdiction subject to Data Protection Legislation or with privacy laws considered to be adequate by the European Commission or (B) have entered into the EU standard contractual clauses for transfers of Personal Data to non-EU data processors, set out in European Commission Decision 2010/87/EC of 5 February 2010, to the extent necessary for Pegasystems to fulfill its obligations to Customer pursuant to this Agreement, unless and until Pegasystems has in place an alternative valid mechanism which is suitable for this purpose, including but not limited to binding corporate rules for Processors.

9. Indemnification.

(a) Subject to 28 U.S.C. § 516, Pegasystems will indemnify Customer from, and defend Customer against, any third-party claim that the Subscription Services, Software, or a Deliverable infringe upon a United States, Australian, Canadian or European Union trademark, copyright, trade secret or patent ("**IPR**"). In the event that the Subscription Services, Software, or a Deliverable is found to be infringing or if Pegasystems deems it advisable as the result of a claim or threatened claim, Pegasystems will, in its reasonable discretion:
(i) procure for Customer the right to continue using the Subscription Services, Software, or applicable Deliverable;
(ii) replace or modify the Subscription Services, Software or applicable Deliverable so that it becomes non-infringing; or
(iii) in the event that Pegasystems cannot reasonably do either of the foregoing in its discretion, terminate the particular Schedule to which the IPR infringement claim relates.
These remedies will be Customer's sole remedy for any IPR infringement claim.

(b) Pegasystems will not indemnify Customer when the alleged infringement results from (i) content provided by Customer or developed for Customer as a Deliverable pursuant to written specifications or instructions provided by Customer; (ii) modifications made to the Subscription Services, Software, or applicable Deliverable by Customer or a third party; or (iii) any Customer Application (excluding unmodified Pegasystems provided RuleSets) or any other RuleSets created by Customer or a third party.

(c) Subject to 28 U.S.C. § 516, Pegasystems shall indemnify Customer and defend Customer against any third party claim to the extent that it is attributable to bodily injury or to death of any person or to damage to or destruction of any property, resulting from the willful or grossly negligent acts of Pegasystems, its agents or employees.

(d) Reserved.

(e) In asserting any claim for indemnification, the relevant party must provide prompt written notice describing the claim, and cooperate fully with the indemnifying party. The indemnifying party will be entitled to control any proceedings or litigation for which it is indemnifying the other party, except that the indemnifying party will not, without the other party's prior written consent (not to be unreasonably withheld), enter into any settlement that would require the other party to take any action, or refrain from taking any action, other than permitting the indemnifying party to pay money damages on its behalf.

(f) Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C.§ 516.

10. Limitation of Liability. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31. U.S.C. §§ 3729-3733.

Recourse against the United States for any alleged breach of this agreement for non-intellectual property claims must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract.

All damages arising under, or related to, this Agreement (regardless of the type of damages, and whether for breach

of contract, breach of warranty, tort or otherwise) will be limited to the amount of fees received by Pegasystems from Customer in connection with the Schedule(s) under which such damages arose, or to which such damages relate (except any claim by Pegasystems for payments owed by Customer will be limited to the amount owed plus any additional amounts owed for use that exceeds the Scope of Use).

11. <u>Outsourcing</u>. Customer will be permitted to allow a third party service provider to use the Software as part of a technology outsourcing arrangement or to assist Customer in the development of a Customer Application, provided that: (a) such use is solely for the benefit of Customer and subject to the terms and conditions of this Agreement; and (b) Customer informs Pegasystems in writing and provides reasonable assurances that the requirements of this Section have been satisfied.

12. <u>Inspection/Acceptance.</u> The Contractor/reseller can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer's ("Pegasystems") published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights within the warranty period; and before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

13. <u>Insurance</u>. During the Term of any applicable Schedule, Pegasystems will maintain insurance from a company rated at least A- by A.M. Best's Rating Service or equivalent with limits no less than those set forth in the Certificate of Insurance that Customer may obtain directly from: https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=D133

14. <u>Additional Terms and Conditions.</u>
    (a) <u>Reserved</u>.
    (b) <u>Assignment or Delegation</u>. Assignments are subject to FAR clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements. Notwithstanding the foregoing, neither party may assign or delegate any rights or obligations under this Agreement or any Schedule without the other party's prior written consent, except that, subject to Section 14(c), either party may assign the entirety of its rights and obligations under this Agreement (i) to its parent company or an Affiliate, or (ii) in connection with a merger or sale of a business unit or majority stock ownership provided that the successor party assumes the rights and obligations in writing and has adequate resources to meet its obligations and Customer notifies Pegasystems in writing prior to the assignment.
    (c) <u>Customer Combinations</u>. In the event that Customer should merge with, acquire, or be acquired by another entity (collectively, a **"Combination"**), the resulting combined entity may only use the Subscription Services and the Software within the scope of the Customer's operations at the time immediately prior to the Combination. In addition, the parties will negotiate in good faith a proportionate adjustment to the scope of use and the fees due under the applicable Schedule as a result of the Combination.
    (d) <u>Non-Solicitation</u>. Neither party will hire or contract with, either as an employee or an independent contractor (either directly or through a third party), any Covered Personnel of the other party. The term "Covered Personnel" of a party will mean that party's employees or any contractors retained by that party who are professional services personnel or who were involved in the performance of this Agreement within the preceding six-month period, or any person who would have been considered Covered Personnel but for having terminated employment or contractual relationship within the past six months. Breach of this paragraph will constitute a material breach of this Agreement and will be resolved in accordance with the Contract Disputes Act. Notwithstanding the foregoing, either party shall have the right to hire employees of the other that answer a general advertisement, respond to the posting of positions on the Internet, respond to any other general solicitation, or are referred by an employment agency that does not specifically target the employees of the other, provided that the hiring party did not actively solicit such employee in any other way.
    (e) <u>Export Compliance</u>. The export and re-export of the Software and any Pegasystems technology is subject to export controls under the laws and regulations of the United States, including but not limited to the Export Administration Regulations, 15 C.F.R. Parts 730-774, and the Foreign Assets Control Regulations, 31 C.F.R. Parts 500-598. The export and re-export of the Software and any Pegasystems technology may also be subject

to export and import controls under the laws and regulations of other countries. Customer agrees, at all times, to comply fully with these controls, laws and regulations. Customer also agrees not to export, re-export, transport or otherwise make available the Software and any Pegasystems technology to any party, country or territory that is the target of United States sanctions, including Cuba, Iran, Syria, North Korea, and the Crimea region.

(f) <u>U.S. Government Contracts</u>. *This subsection applies when any Software is acquired directly or indirectly by or on behalf of the United States Government:* The Software is a commercial product, licensed on the open market; developed entirely at private expense; and without the use of any U.S. Government funds. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in the clause at FAR 52.227-14.

(g) <u>Anti-Corruption</u>. Pegasystems and Customer each represent and warrant to the other: (i) that it is aware of all anti-corruption legislation that applies to this Agreement and in particular the US Foreign Corrupt Practices Act 1977; (ii) it has implemented rules and procedures that enable it to comply with this legislation and adapt to any future amendments thereto; (iii) it has implemented appropriate rules, systems, procedures and controls for preventing the commission of Corrupt Acts, either by itself or its staff, and for ensuring that any evidence or suspicion of the commission of a Corrupt Act will be thoroughly investigated and unless prohibited by confidentiality or law, reported to the other party; (iv) its records relating to its business, including accounting documents, are maintained and kept so as to ensure their accuracy and integrity; and (v) it has not made or offered or received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees or agents in connection with this Agreement (reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction). If a party learns of any violation of the above restriction, it will use reasonable efforts to promptly notify the other party at the address for notices above.

(h) <u>Reserved</u>.

(i) <u>Cooperation; Usage Validation</u>. Subject to Customer's security policy and procedures, Pegasystems and Customer agree that each will execute and deliver documents, including confirmations to Pegasystems auditors, and take such other actions as may reasonably be requested to effect the transactions contemplated by this Agreement. Pegasystems reserves the right, upon reasonable prior notice, to validate Customer's usage of the Software and its compliance under this Agreement. Customer will provide usage logs generated by the Software in connection with this usage validation.

(j) <u>Force Majeure</u>. Excusable delays shall be governed by FAR 52.212-4(f).

(k) <u>No Waiver</u>. Neither a failure of a party to exercise any power or right under this Agreement, nor a custom or practice of the parties with regard to the terms or performance under this Agreement, will constitute a waiver of the rights of such party to demand full compliance with the terms of the Agreement.

(l) <u>Counterparts</u>. This Agreement may be signed in counterparts, including facsimile or PDF counterparts or electronic signatures, each of which will be a legally binding method of execution of the Agreement.

(m) <u>Entire Understanding</u>. This Agreement and its Schedules, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitute the entire understanding of the parties with respect to the Software and supersedes all previous agreements, statements and understandings from or between the parties regarding the subject matter of this Agreement. This Agreement also supersedes any conflicting language contained in any applicable past or future purchase order regarding the subject matter of this Agreement except as agreed in a negotiated Government Purchase Order signed on the Purchase Order document by both parties. In the event of any conflict between the terms of this Agreement and the terms of any Schedule, the terms of the applicable Schedule will control. This Agreement will not be modified except in a writing signed by an authorized representative of each party.

(n) <u>Enforceability</u>. If any portion of this Agreement is declared by a court of competent jurisdiction to be overbroad or unenforceable, the remainder of this Agreement will be valid and enforceable to the fullest extent permitted.

EXHIBIT A

DEFINITIONS

For the purposes of the Agreement and any Schedule, the following definitions will apply, unless otherwise expressly stated:

"Acceptable Use Policy" means the policy as published from time to time at www.pega.com/cloud-aup. Pegasystems will not modify the Acceptable Use Policy in a manner that would materially and adversely impact the Customer's use of the Subscription Services without giving the Customer prior written notice of such proposed modifications.

"Affiliates" are those entities that control, are controlled by, or are under common control with a party to the Agreement. Affiliates may be entitled, subject to the terms of this Agreement and the applicable Schedule, to use the Subscription Services, Software, or purchase maintenance services or Professional Services. For the purpose of any Schedule to which an Affiliate is a party, the Affiliate will be additionally considered the Customer for purposes of the Agreement and such Schedule.

"Background Materials" means processes, methods, software (including but not limited to the Software), related documentation, designs and know-how which Pegasystems creates independently of the services for Customer. Background Materials also include all tangible and intangible materials created by Pegasystems that generally apply to other Pegasystems customers, products or services and which do not include any Customer Confidential Information.

"Cloud Data Storage" means the storage of business data and rules data in the Pegasystems database that is available for the Production Environment only.

"Cloud File Storage" means the storage of files associated with features such as archive/purge, large attachment handling and file transfer services that is available across all Environments.

"Connector" means an integration facility that permits the Software to call applications for data or processing.

"Corrupt Act" means any act of seeking, authorizing, offering, promising or granting a financial or other benefit (including a payment, loan, gift or transfer of anything of value) for the purpose of inducing a private person or public official to perform his or her duties dishonestly or in breach of his or her professional, legal or contractual obligations and/or to obtain or retain business for Pegasystems and or Customer in an undue or dishonest manner.

"Customer Application" means a unique collection of rules and processes as part of one or more new RuleSets that are created using the Software and that provide specific business function for the Customer.

"Customer Data" means any information received by or on behalf of Customer from its end customers or any personally identifiable information about Customer's employees or agents that is stored, transferred, or processed by the Subscription Services.

"Customer Data Rights and Responsibilities" means the additional rights and obligations related to Customer data as published at: https://community.pega.com/knowledgebase/articles/customer-data-rights-and-responsibilities. Pegasystems will not modify the Customer Data Rights and Responsibilities in a manner that would materially and adversely impact the Customer's use of the Software without giving the Customer prior written notice of such proposed modifications.

"Customer Managed Cloud" means use of the Software in Customer or third party owned and controlled environments that are run within private clouds or running on infrastructure-as-a-service (IaaS) offerings delivered by third party providers.

"Customer Support Handbook" means the terms for Pegasystems' provided support, upgrades, and updates located at: https://community.pega.com/knowledgebase/documents/support-pega, as may be periodically updated. Pegasystems will not modify the Customer Support Handbook in a manner that would materially and adversely impact the Customer's use of the Software without giving the Customer prior written notice of such proposed modifications.

"Data Security Obligations" means Pegasystems' obligations regarding the security of Customer Data available at: https://community.pega.com/knowledgebase/articles/pega-cloud-security-standards. Pegasystems will not modify the Data Security Obligations in a manner that would materially and adversely impact the Customer's use of the Software without giving the Customer prior written notice of such proposed modifications.

"Deliverable" means RuleSets, documents and other tangible work product that are produced by Pegasystems for Customer during the course of the performance of Professional Services under a Statement of Work, excluding any Background Materials.

"Documentation" means, as applicable, the Subscription Documentation or Software Documentation.

"Environment" means one of the following Pega Cloud deployments provided by Pegasystems:

- **"Standard Sandbox"** means a service that is intended to be used for research and development, functional/unit testing, UAT testing of Customer Applications and training. A Standard Sandbox is scaled to support up to 15 developers/users with a storage limit of 50GB of Cloud Data Storage.
- **"Large Sandbox"** means a service that is intended to support pre-production, staging and testing of the Customer Applications. A Large Sandbox is scaled to support up to 45 developers/users with a storage limit of 100GB of Cloud Data Storage.
- **"Production Environment"** means a service that is designed, built and scaled to accommodate Customer Applications in order to process live and/or real-time data in connection with Customer's ongoing business operations and is deployed within a single geographic region. The Production Environment is scaled to support up to the licensed metrics defined in the Schedule.
- **"Production Mirror Sandbox"** means a replica of the scaled Production Environment that can be used for staging, scaled benchmark testing and load performance testing.

"Guardrail Compliant" means a Customer Application with no severe warnings flagged by the Software and with a guardrail weighted score generated by the Software that is within the range deemed compliant as specified in the Subscription Documentation.

"Pega Cloud" means a Pegasystems' managed, single-tenant, virtual private cloud (VPC) deployment of the Customer Application.

"Pega Cloud Collaboration Services" means multi-tenant, cloud hosting services for Pega Chat and Pega Co-Browse.

"Pega Cloud HIPAA Edition" means that the Customer's VPC will be serviced and deployed with HIPAA-eligible controls and infrastructure. The Pega Cloud HIPAA Edition supports the Customer in deploying a HIPAA-compliant Customer Application to store and process PHI within their Production Environment. Under the Pega Cloud shared responsibility and security model, the Customer is responsible for ensuring that the Customer Application adheres to all HIPAA controls.

"Professional Services" means professional services provided by Pegasystems pursuant to a Statement of Work for consulting, installation support, and access to training courses.

"**RuleSet**" is a named collection of configuration records created using the Software. For Pegasystems' provided RuleSets, the RuleSet names usually begin with "Pega" or the "&," "@" or ")" symbol.

"Scope of Use" means the purpose, metric and volume of use for the Subscription Services and the Software, in each case, as specified in the applicable Schedule.

"**Service**" means an integration facility that permits applications to call the Software for data or processing.

"Schedule" or "**Statement of Work**" means, respectively, an agreement signed by both parties for Customer to receive Subscription Services, Software, or purchase professional services from Pegasystems. Schedules and Statement of Works are referred to collectively as "**Schedules**". Each Schedule will be non-cancelable and non-refundable for the applicable term, except to the extent expressly provided in this Agreement or such Schedule or under applicable law. If a scenario arises where a Schedule is terminated and refundable in accordance with this Agreement, a schedule, or under applicable law prior to the completion of the applicable term, Pegasystems shall refund the Ordering Activity a pro rata portion of the pre-paid fees for the amount of time/fees unused.

"**Software**" means the software listed in the applicable Schedule, including enhancements, updates, upgrades, modifications or other releases provided to Customer. Software may be managed by Pegasystems as part of the Subscription Services or deployed in a Customer Managed Cloud pursuant to the applicable Schedule. The Software includes Pegasystems' provided RuleSets.

"Software Documentation" consists of user manuals for the Software, which are provided to Customer in electronic form at the time of delivery of the Software.

"Subscription Documentation" means the service catalog, product help files, operating guides, acceptable use policies, rights and responsibilities, support services, service level agreement and security policies related to the Pega Cloud as published from time to time at: https://community.pega.com/knowledgebase/pega-cloud. Pegasystems will not modify the Subscription Documentation in a manner that would materially and adversely impact the Customer's use of the Subscription Services without giving the Customer prior written notice of such proposed modifications.

"Subscription Services" means the Pegasystems Software which is made available to Customer for use on the Pega Cloud within the Scope of Use, including any enhancements, updates, upgrades, modifications, releases, Environments, data storage, or other services pursuant to an applicable Schedule.

"Term" is as defined in the applicable Schedule.

"**User**" is a person who uses the Software in a particular month.

1. "A "**Sporadic User**" is a person that uses the Software during less than 10 hourly periods in a calendar

month.

2. An "**Occasional User**" is a person that uses the Software during between 10 and 50 hourly periods in a calendar month.
3. Any person other than a Sporadic User or Occasional User that uses the Software in a calendar month, or that has the privilege to modify rules or processes, is a "**Regular User**."

Regular Users, Occasional Users and Sporadic Users will be the unit of measurement for work done by customer staff. The number of Regular Users, Occasional Users and Sporadic Users will be measured each calendar month based on their actual usage of the Software in that month. The Software tracks only actual use, so a person who has a User ID but does not use the Software in a month will not be counted as a User for that month. Also, for the avoidance of doubt, merely being "logged in" is not counted as actual use during inactive hours.

NEW SUBSCRIPTION SERVICES CLIENTS: To access the Subscription Documentation URLs, first create an account by clicking this URL or pasting it into your browser: https://accounts.pega.com/register

EXHIBIT A-1

PEGA DECISIONING DEFINITIONS

For the purposes of the Agreement and any Schedule where Customer is licensed for Pegasystems' decisioning Software, such as Pega Marketing or Customer Decision Hub, the following definitions will apply:

"Batch/Bulk Decisions" means a unit of work (measured in blocks of 500,000 records per 4-hour segment) to reach a judgment (for example, determining the best offer to include in an email campaign to be sent to a segment of customers). The processing time is counted from the time the decision batch process starts to the time it takes to complete processing, excluding the time to pre-process data before the batch run and the time to post process the output records and send/ship them to a fulfillment system. All batch/bulk processing must be configured by the customer to complete in a time window under 4 hours.

"Cloud Data Storage" means the storage of business data and rules data in any Pega-managed database. For the Pega Marketing and/or Pega Customer Decision Hub applications this is the storage location for Interaction History or the Pega Customer Movie store.

"Cloud File Storage" means the storage of files associated with features such as archive/purge, large attachment handling and file transfer services.

"Decision Data Storage" means the storage used for the Pega Marketing and/or Pega Customer Decision Hub applications for recoding decisions that are leveraged through the Adaptive Decision Manager (ADM) module.

"Real-time Decision" means a unit of work processed to reach a judgment (for example, determining the top five recommended offers for a customer/prospect). Each unit of work processed is known as a "decision" and the number of decisions that can be handled is measured in decisions per second (**"DPS"**). A unit of work must be configured by the customer to complete in a time window under 200 milliseconds. The time window is counted from start of the service call to when the service call completes, excluding the time for the called system to receive the start request and the time to return the results to the calling system.

"Streaming Events" is defined as ingesting and buffering data records, performing pattern detection, and writing or updating one summary record per event. Each data record is known as an "event" and the number of events that can be handled is measured in events per second (**"EPS"**). An event must be configured by the customer to complete in a time window under 0.4 milliseconds. The time window is counted from start of the ingesting of the data records to the writing of the summary record, excluding the time for the called system to receive the start request and the time to return the results to a calling system.

PREMIUM MAINTENANCE SCHEDULE

In the event of a conflict between the terms of the Agreements and the terms of this Maintenance Schedule, the terms of this Maintenance Schedule will control.

Subject to Customer purchase of such maintenance services, Pegasystems will provide Customer maintenance services comprising Problem Resolution, Software Updates, Upgrades and access to the Pega Discovery Network (together, "Support"). Pegasystems will provide Support in accordance with the procedures described in *Support @ Pega*, the Pegasystems customer support handbook, as updated from time to time. Pegasystems may not update the *Support @ Pega* document in a manner that would materially and adversely affect the rights of Customer to Support under this Maintenance Schedule.

Problem Resolution

Pegasystems will repair errors or problems with the Software so that the Software operates in substantial accordance with its Documentation. Problem Resolution includes:

- <u>Support</u>: Issues may be reported by Customer's Designated Contacts via Pegasystems' support portal or via telephone. Pegasystems will work with the Customer to provide relief and/or a permanent solution to all Support Requests (SRs).
- <u>Designated Contacts</u>: Customer will provide Pegasystems with designated people who may contract Pegasystems' support. Customer may change these contacts upon written notice to Pegasystems, and it is the responsibility of Customer to update the contacts (e.g., if one of the designated contacts is no longer employed by Customer or authorized by Customer to contact Pegasystems' support).
- <u>Access</u>: Access to Customer's systems shall be controlled at all times by the Customer. Access shall be provided to Pegasystems on an as needed basis, as approved by Customer. Customer agrees to allow Pegasystems to use a software tool to view Customer's desktop environment using a secure, encrypted connection in order to allow Pegasystems to provide real time response, access and resolution of issues or to promptly apply critical Software repairs. During any Support session in which Pegasystems has electronic access to Customer's systems, access to such systems must include persistent connectivity with reasonable throughput and bandwidth available to perform all necessary functions. All changes by Customer to electronic access should be communicated to Pegasystems in a timely manner.

The scope of Problem Resolution is as described in Table A and Table B below:

Support Table A	
Problem Resolution Coverage	**Premium**
Coverage	• For Severity 1 (Down Production Emergencies): 24 X 7 • For all other Severity Levels: 9AM – 5PM standard business days, if: in the US, US ET; in Europe, GMT; in Asia Pacific, Australian ET
Number of Calls	Unlimited
Telephone support within coverage hours	Included
Secure access to Knowledge Base FTP site	Included
Severity 1 Initial Target Response Time	15 minutes **
Severity 2 Initial Target Response Time	1 hour *
Severity 3 Initial Target Response Time	4 hours *
Severity 4 Initial Target Response Time	8 hours *
* Initial response during standard business days ** Initial response, 24x7	

Support Table B	
Severity Level	**Severity Level Description**
1	Severity 1 is used in instances in which the Pegasystems production system is down or the Software is otherwise unusable resulting in massive disruption of production use. Pegasystems' goal for providing initial relief (such as an alternative method to restore system operations) for Severity 1 cases is within 4 hours. The timeframe for providing a permanent resolution for Severity 1 issues is dependent upon the specific situation, and is typically jointly determined by Customer and Pegasystems' support manager. Severity 1 cases are eligible for continuous effort by Pegasystems support personnel, provided that Customer's resources are made similarly available, until relief is provided.
2	Severity 2 problems involve disruption of a major feature or function of the Software due to a defect and have a significant impact on production (but do not result in extended downtime), or severely impair development efforts. The time frame for providing a permanent resolution for Severity 2 issues is dependent on the specific situation, and is typically jointly determined by the Customer and Pegasystems' support manager.
3	Severity 3 is Pegasystems' default severity, and is always used for new cases unless otherwise requested by Customer. Severity 3 problems include those that involve the failure of a feature or function which results in the Software not working as described in the Documentation.
4	Severity 4 problems include general questions about Software usage/functionality that do not involve errors. Non-Software issues such as requests for support network web site access, problems using the support network, or other issues that do not impact usability of the Software also fall into this category.

Pegasystems is not responsible for errors caused by (a) non-Pegasystems' software or hardware, (b) unauthorized modifications to the Software, or (c) failure to follow the operating procedures described in the Software documentation, or those errors that Customer cannot reproduce under test conditions.

Software Updates

Software Updates support the evolution of the Software. They periodically consist of:

- Maintenance Level Updates: sets of modifications for published generally available Software releases primarily designed to address functional defects only.
- Documentation Updates: reflect changes to Software, documentation and help files.

Upgrades

Upgrades provide new functionality and enhancements to the Software within the functional domain of the licensed components.

Installation of Software Updates and Upgrades by Pegasystems' personnel can be provided at Pegasystems' then-current hourly professional services fees, plus applicable expenses both in accordance with the GSA Pricelist.

Pega Discovery Network

The Pega Discovery Network ("PDN") is the primary technical resource for Customer's Software developers and system administrators. The PDN contains a broad range of technical articles including troubleshooting and "How-To" information, a comprehensive and searchable knowledgebase to help developers speed their application development, and a library of shared component examples, and copies of formal product documentation and PRPC Help systems. The PDN also enables members to access Pegasystems' on-line support resources in order to submit defect reports and enhancement suggestions, and to review all issues associated with the user's PDN account.

Escalation Process

The Customer may request escalation for a Support Request (SR) when there is a concern about progress, or about the fitness or quality of the response. The details of the escalation process are documented in Support @ Pega, the customer support handbook.

STANDARD MAINTENANCE SCHEDULE

In the event of a conflict between the terms of the Agreements and the terms of this Maintenance Schedule, the terms of this Maintenance Schedule will control.

Subject to Customer purchase of such maintenance services, Pegasystems will provide Customer maintenance services comprising Problem Resolution, Software Updates, Upgrades and access to the Pega Discovery Network (together, "Support"). Pegasystems will provide Support in accordance with the procedures described in *Support @ Pega*, the Pegasystems customer support handbook, as updated from time to time. Pegasystems may not update the *Support @ Pega* document in a manner that would materially and adversely affect the rights of Customer to Support under this Maintenance Schedule.

Problem Resolution

Pegasystems will repair errors or problems with the Software so that the Software operates in substantial accordance with its Documentation. Problem Resolution includes:

- Support: Issues may be reported by Customer's Designated Contacts via Pegasystems' support portal or via telephone. Pegasystems will work with the Customer to provide relief and/or a permanent solution to all Support Requests (SRs).
- Designated Contacts: Customer will provide Pegasystems with designated people who may contract Pegasystems' support. Customer may change these contacts upon written notice to Pegasystems, and it is the responsibility of Customer to update the contacts (e.g., if one the designated contacts is no longer employed by Customer or authorized by Customer to contact Pegasystems' support).
- Access: Access to Customer's systems shall be controlled at all times by the Customer. Access shall be provided to Pegasystems on an as needed basis, as approved by Customer. Customer agrees to allow Pegasystems to use a software tool to view Customer's desktop environment using a secure, encrypted connection in order to allow Pegasystems to provide real time response, access and resolution of issues or to promptly apply critical Software repairs. During any Support session in which Pegasystems has electronic access to Customer's systems, access to such systems must include persistent connectivity with reasonable throughput and bandwidth available to perform all necessary functions. All changes by Customer to electronic access should be communicated to Pegasystems in a timely manner.

The scope of Problem Resolution is as described in Table A and Table B below:

Support Table A	
Problem Resolution Coverage	**Standard**
Coverage	9AM – 5PM standard business days, if: in the US, US ET; in Europe, GMT; in Asia Pacific, Australian ET
Number of Calls	Unlimited
Telephone support within coverage hours	Included
Secure access to Knowledge Base FTP site	Included
Severity 1 Initial Target Response Time	1 hour *
Severity 2 Initial Target Response Time	1 hour *
Severity 3 Initial Target Response Time	4 hours *
Severity 4 Initial Target Response Time	8 hours *
* Initial response during standard business days	

Support Table B	
Severity Level	**Severity Level Description**
1	Severity 1 is used in instances in which the Pegasystems production system is down or the Software is otherwise unusable resulting in massive disruption of production use. Pegasystems' goal for providing initial relief (such as an alternative method to restore system operations) for Severity 1 cases is within 4 hours. The timeframe for providing a permanent resolution for Severity 1 issues is dependent upon the specific situation, and is typically jointly determined by Customer and Pegasystems' support manager. Severity 1 cases are eligible for continuous effort by Pegasystems support personnel, provided that Customer's resources, are made similarly available, until relief is provided.
2	Severity 2 problems include those that involve disruption of a major feature or function of the Software due to a defect and have a significant impact on production (but do not result in extended downtime), or severely impair development efforts. The time frame for providing a permanent resolution for Severity 2 issues is dependent on the specific situation, and is typically jointly determined by the Customer and Pegasystems' support manager.
3	Severity 3 is Pegasystems' default severity, and is always used for new cases unless otherwise requested by Customer. Severity 3 problems include those that involve the failure of a feature or function which results in the Software not working as described in the Documentation.
4	Severity 4 problems include general questions about Software usage/functionality that do not involve errors. Non-Software issues such as requests for support network web site access, problems using the support network, or other issues that do not impact usability of the Software also fall into this category.

Pegasystems is not responsible for errors caused by (a) non-Pegasystems' software or hardware, (b) unauthorized modifications to the Software, or (c) failure to follow the operating procedures described in the Software documentation, or those errors that Customer cannot reproduce under test conditions.

Software Updates

Software Updates support the evolution of the Software. They periodically consist of:

- Maintenance Level Updates: sets of modifications for published generally available Software releases primarily designed to address functional defects only.
- Documentation Updates: reflect changes to Software, documentation and help files.

Upgrades

Upgrades provide new functionality and enhancements to the Software within the functional domain of the licensed components.

Installation of Software Updates and Upgrades by Pegasystems' personnel can be provided at Pegasystems' then-current hourly professional services fees, plus applicable expenses.

Pega Discovery Network

The Pega Discovery Network ("PDN") is the primary technical resource for Customer's Software developers and system administrators. The PDN contains a broad range of technical articles including troubleshooting and "How-To" information, a comprehensive and searchable knowledgebase to help developers speed their application development, and a library of shared component examples, and copies of formal product documentation and PRPC Help systems. The PDN also enables members to access Pegasystems' on-line support resources in order to submit defect reports and enhancement suggestions, and to review all issues associated with the user's PDN account.

Escalation Process

The Customer may request escalation for a Support Request (SR) when there is a concern about progress, or about the fitness or quality of the response. The details of the escalation process are documented in Support @ Pega, the customer support handbook.