

**Fill in this information to identify the case:**

Debtor Proterra Operating Company, Inc.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 23-11121

Official Form 410  
**Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. **Who is the current creditor?** LogicGate, Inc.  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor n/a

2. **Has this claim been acquired from someone else?**  No  
 Yes. From whom? \_\_\_\_\_

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
LogicGate, Inc. Sara Haven, General Counsel 320 W. Ohio Street Suite 600W Chicago, Illinois 60654, United States  Contact phone <u>5406491294</u> Contact email <u>sara.haven@logicgate.com</u>	      Contact phone _____ Contact email _____

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  
Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

4. **Does this claim amend one already filed?**  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**  No  
 Yes. Who made the earlier filing? \_\_\_\_\_



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 64,200. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Products and services sold to, and performed for, the Debtor

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/26/2023  
MM / DD / YYYY

/s/Sara P. Haven  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Sara P. Haven  
First name Middle name Last name

Title General Counsel

Company LogicGate, Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 251-3076 | International (310) 751-2617

<b>Debtor:</b> 23-11121 - Proterra Operating Company, Inc. <b>District:</b> District of Delaware		
<b>Creditor:</b> LogicGate, Inc. Sara Haven, General Counsel 320 W. Ohio Street Suite 600W Chicago, Illinois, 60654 United States <b>Phone:</b> 5406491294 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> sara.haven@logicgate.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Other Names Used with Debtor:</b> n/a	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Products and services sold to, and performed for, the Debtor	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 64,200	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Sara P. Haven on 26-Sep-2023 1:26:25 p.m. Eastern Time <b>Title:</b> General Counsel <b>Company:</b> LogicGate, Inc.		



LogicGate, Inc.  
320 West Ohio Street, Suite 5E  
Chicago, IL 60654 United States

Prepared by: Jason Davis  
Offer Valid Through: 4/27/2022  
Document: 00001927

## ORDER FORM

This Order Form (this "Order Form" or "Order") is an agreement entered into between LogicGate, Inc., a Delaware corporation ("LogicGate"), and Proterra ("Customer") agreeing to these terms by its execution below. This Order Form is dated and effective as of the last date signed below. This Order Form is incorporated into and is subject to the terms and conditions of the Subscription Services Agreement executed by the Parties, with an Effective Date of April 25, 2022 by and between LogicGate and Customer (the "Agreement").

### Customer Information

**Customer:** Proterra  
**Accounts Payable Email:** ap@proterra.com

**Bill To:**  
1815 Rollins Road  
Burlingame, CA 94010  
United States

### Contract and Payment Terms

**Term Length:** 36 months  
**Contract Start Date:** 6/1/2022  
**Contract End Date:** 5/31/2025  
**Tenancy (Multi/Single):** Multi-Tenancy

**Billing Frequency:** Annual, Upfront  
**Payment Method:** Check, ACH, or Wire  
**Payment Terms:** Net 30  
**Data Residency (US/UK/EU):** United States

### Services

Service Name	Description	Order Start Date	Order End Date	Order Term (months)	Annual Subscription Fees	Order Term Amount
Risk Cloud: Plus	- 5 Application(s) - 5 Primary User(s) - 50 Secondary User(s) - 500 External User(s) - SCIM User Provisioning - Standard Success	6/1/2022	5/31/2025	36	\$59,916.67	\$179,750.00
One-Time Services	- 2 Quick Start Implementation(s)	Mutually Agreed	Mutually Agreed			\$20,000.00
<b>Annual Subscription Total:</b>					<b>\$59,916.67</b>	
<b>Total Order Value:</b>						<b>\$199,750.00 USD</b>

The terms used in the table of Services above are defined at [www.logicgate.com/services-description](http://www.logicgate.com/services-description). Users are not permitted to share access or log-on credentials with any other person.

### Invoices


Invoice Date	Terms	Due Date	Amount <sup>1</sup>
6/1/2022	Net 30	7/1/2022	\$71,350.00
6/1/2023	Net 30	7/1/2023	\$64,200.00
6/1/2024	Net 30	7/1/2024	\$64,200.00

<sup>1</sup> The amount due listed herein is exclusive of any applicable taxes that may be due and invoiced. Any such taxes will be set forth as a line item on the applicable invoice.

**Other Terms**

1. The parties agree that the fees charged for Services in any Renewal Period may increase, provided that such increase shall not exceed seven percent (7%) per unit based on the fees of the preceding service term.
2. During the Initial Service Term, Customer may purchase additional Application(s) for \$9,600 per Application, per year. ("Pricing Discount"). Such Pricing Discount shall apply to any application from the LogicGate marketplace, found at <https://www.logicgate.com/risk-cloud-applications/> ("LogicGate Marketplace") or as may be built by Customer. For the avoidance of doubt, the Pricing Discount shall not apply to Risk Cloud Quantify or any products or capabilities not specifically listed herein. Any such purchase subject to the Pricing Discount shall be documented in a separate, signed Order Form. Additional users bought during the Initial Service Term shall be subject to the following rates:
  - a. Primary Users: \$2,400 per user, per year
  - b. Secondary Users: \$240 per user, per year
  - c. Limited Users: \$12 per user, per year

**Customer: Proterra**

DocuSigned by:  


By: \_\_\_\_\_  
6E789757405C4A9...

Karina Padilla


Name: \_\_\_\_\_

Chief Financial Officer

Title: \_\_\_\_\_

Date: 4/25/2022

**LogicGate, Inc.:**

DocuSigned by: Legal Approved \_\_\_\_\_  


By: \_\_\_\_\_  
17D2056E663F456...

Sara Haven

Name: \_\_\_\_\_

General Counsel

Title: \_\_\_\_\_

Date: 4/25/2022

DS  


LogicGate, Inc.  
320 West Ohio Street  
Suite 600W  
Chicago IL 60654  
United States



# Invoice

**Bill To**  
Proterra  
1815 Rollins Rd  
Burlingame CA 94010  
United States

**Ship To**  
Proterra  
1815 Rollins Rd  
Burlingame CA 94010  
United States

**Invoice #:** INV627  
**Date:** 6/1/2023  
**Due Date:** 7/1/2023  
**Terms:** Net 30  
**PO #:**

Item	Description	Amount	Service Start	Service End
LogicGate Subscription		59,916.67	6/1/2023	5/31/2024
Implementation Services		4,283.33	6/1/2023	5/31/2024

<b>Subtotal</b>	\$64,200.00
<b>Tax Total</b>	\$0.00
<b>Balance Due</b>	\$64,200.00

**Remittance Information**

**Preferred Method of Payment:** ACH / Wire  
**Secondary Method of Payment:** Check  
**LogicGate Address:** 320 West Ohio Street, Suite 600W, Chicago, IL 60654, USA  
**Bank Name:** Stifel Bank  
**Bank Address:** 501 North Broadway, St. Louis, MO 63102 USA  
**ABA / Routing #:** 081018998  
**Swift Code:** STLFUS44XXX (USD only)  
**Account Number:** 16764238  
**Account Name:** LogicGate Inc.  
**Account Type:** Checking  
**FEIN:** 81-2926448  
**DUNS:** 08-892-7367  
**NAICS:** 518210  
**Contact:** ar@logicgate.com  
Please reference invoice number with your payment and make all checks payable to LogicGate Inc.



INV627



## LogicGate Subscription Services Agreement

This Subscription Services Agreement (“**Agreement**”) is between LogicGate Inc., a Delaware corporation (“**LogicGate**”), and Proterra Operating Company, Inc., a Delaware corporation, (“**Customer**”). LogicGate is a software company that provides risk management technology to manage a customer’s overall governance, enterprise risk management, and regulatory compliance. This Agreement establishes the terms and conditions for the purchase and provision of subscriptions to LogicGate’s software service and products. This Agreement is dated and effective as of the last date signed.

### 1. SOFTWARE-AS-A-SERVICE.

- a. During the Term of this Agreement, Customer may access and use LogicGate’s Internet-based software service (the “Risk Cloud”) as specified on an Order Form, (the “**Service**”). The Service may include, where applicable, related professional services which may be further specified on an Order Form and/or statement(s) of work (each, an “**SOW**”). The Service may be used by Customer in accordance with this Agreement, the Order Form(s), the SOW(s), and the policies referenced herein.
- b. If any Affiliate of Customer wishes to place an order for Services pursuant to this Agreement, such Affiliate will execute an Order Form subject to the terms and conditions herein, and each reference to “Customer” herein shall include such Affiliate. For the avoidance of doubt, “**Affiliate**” shall mean any corporation or other entity that such party directly or indirectly controls, is controlled by, or is under common control with, including an entity owned by Customer’s common shareholders. In this context, a party “controls” a corporation or other entity if it or any combination of it and/or its Affiliates owns more than fifty percent (50%) of the voting rights for (i) the board of directors, or (ii) other mechanism of control for such corporation or other entity
- c. During the Term of this Agreement, Customer and its Authorized Users (defined below) may access and use the Service via the unique account identified with a specific Uniform Resource Locator (URL), which takes the following form: [Customer name].logicgate.com (“**Customer Instance**”).

### 2. USE OF SERVICE.

- a. **Customer Data.** For purposes of this Agreement, the term “**Authorized User**” means any and all authorized Risk Cloud users (e.g., Primary Users, Secondary Users, External Users, Limited Users, any authorized end-user who accesses the Service via Public Pages, any other user type described in an applicable Order Form) (as each is defined in the LogicGate Services Description, found at <http://www.logicgate.com/services-description>, which may be updated from time to time, and/or as may be otherwise described on the Order Form(s) identified in the Order Form(s) then in effect. All data, audio, video, pdf files, images, messages and other files, information, and content (including, but not limited to, regulatory and/or compliance content, templates and frameworks) uploaded by Customer or its Authorized Users to or within the Customer Instance (“**Customer Data**”) remains the property of Customer or its Authorized Users, as applicable. During the term of this Agreement, Customer may export its Customer Data and print reports as allowed by such functionality within the Service, so long as it has the rights and authorizations of its Authorized Users required to do so.
- b. **License to Use Customer Data.** Customer grants LogicGate and its affiliates, employees, agents and contractors a worldwide, limited-term, royalty-free license to use, copy, transmit and host the Customer Data (of both Customer and its Authorized Users) for purposes of performing under this Agreement. LogicGate will only use Customer Data as reasonably required for providing the Service as contemplated hereunder, and in accordance with LogicGate’s Privacy Policy (<https://www.logicgate.com/privacy-policy/>). By using the Service, Customer expressly consents to and opts into LogicGate’s use of Customer Data for the purpose of providing, maintaining, and improving the Service.
- c. **Customer Warranty.** Customer hereby represents, warrants and covenants that (i) Customer has obtained all rights and consents, and has provided any and all notices, required by applicable law (including data protection, data privacy, or sector-specific laws that may apply to the Customer Data), to upload, transmit, use, share and license the Customer Data in the manner that Customer or its Authorized Users upload, transmit, use, share or license the Customer Data, and (ii) Customer’s and its Authorized Users’ access to and use of the Customer Data shall at all times comply with applicable law (including laws of a foreign jurisdiction, if applicable).
- d. **Authorized User Access and Usage.** Customer may allow its Authorized Users (as defined, and subject to the numerical and other limitations set forth in the Order Form(s) then in effect) to access the Service in compliance with the terms of this Agreement. Customer is responsible for use of the Service by its Authorized Users and for compliance with this Agreement by its Authorized Users and any other person or entity who accesses the Services via Customer.
- e. **Customer Responsibilities During Use of Service.** Customer is solely responsible for (i) Customer Data and all activity of its Authorized Users and in its account in the Service or Customer Instance including, without limitation, provision of Customer Data to LogicGate, uploading Customer Data to the Service; (ii) configuration of Customer’s Instance (e.g., permissions, privileges); and (iii) Customer’s use of the Service in accordance with the terms of this Agreement, applicable law, and any terms of use, licenses, or similar written agreements relating to Third-Party IP (defined below).





- f. **LogicGate Support.** LogicGate will provide customer support to the Customer for the Service under the terms of LogicGate's Customer Support Policy (found at <https://www.logicgate.com/customer-support-policy>) which is hereby incorporated by reference into this Agreement and may be updated from time to time. For the avoidance of doubt, LogicGate disclaims responsibility for providing support for Third-Party IP, including, without limitation, third-party Integrations, applications, and other features, functionality, or content that have been developed by individuals or entities other than LogicGate or are otherwise not native to the LogicGate Service.
- g. **Use of Third-Party IP.** This provision 2(g) only applies if, and to the extent that, Customer uses any Third-Party IP not directly provided by LogicGate as part of the Service. During the Term, subject to the restrictions herein, Customer may access and/or use the Service in combination with certain Third-Party IP. If Customer accesses, implements, or otherwise uses any Third-Party IP, not expressly provided by LogicGate, in connection with its use of the Service, Customer shall obtain and provide written documentation of all necessary licenses from the Third-Party IP owner(s). Additionally, Customer shall at all times comply with any and all obligations it has in place with such Third-Party IP owner(s). The term "**Third-Party IP**" means third-party content, content feeds, control frameworks, Integrations, applications, features, or functionality developed by individuals or entities other than LogicGate, or any other non-native intellectual property used in combination with the Service.
- h. **Use of LogicGate API.** This provision 2(h) only applies if, and to the extent that, Customer uses LogicGate's API or Integrations in combination with the Service. If Customer utilizes the API, Customer must include a unique identifier to communicate with the LogicGate API so that all calls to or other communications with the API may be identified by LogicGate as originating from the Customer or its agents. The terms "**LogicGate API**" or "**API**" means LogicGate's application programming interface including any accompanying documentation (found at [docs.logicgate.com](https://docs.logicgate.com), which may be updated from time to time in LogicGate's sole discretion), source code, data, including LogicGate's customer data, or other related materials provided by LogicGate. The term "**Integration**" means any third-party software or middleware which interoperates, can be combined, or is otherwise compatible with the Service, and/or communicates with LogicGate's API.
- i. **Additional Terms.** Customer's use of LogicGate-provided Third-Party IP and/or Integrations may be further subject to additional terms and conditions applicable to such Third-Party IP and/or Integrations, which shall be set forth in the applicable Order Form.
3. **LOGICGATE WARRANTIES; SERVICE LEVEL AGREEMENT; DISCLAIMERS.**
- a. **Service and Support Changes.** LogicGate warrants to Customer that: (i) the functionality or features of the Service and Services Description may change but will not materially decrease during any paid term; and (ii) the support, as set forth in the Customer Support Policy, may change but will not materially degrade the support offered to Customer during any paid term.
- b. **Service Availability Warranty.** LogicGate warrants to Customer that it will use commercially reasonable efforts to maintain the online availability of the Service for a minimum uptime availability of 99% in any given month (*excluding* maintenance or scheduled outages, force majeure, and outages that result from any Customer technology issues) ("**Uptime Warranty**").
- c. **Service Credits.** Customer shall be entitled to receive three percent (3%) credit of Customer's monthly subscription fee (i.e., annual fee divided by twelve) for each full hour of an outage beyond the Uptime Warranty; however, the maximum amount of the credit is 100% of the subscription fee for such month. For the avoidance of doubt, in determining eligibility for and the amount of credits, "outage" shall not include maintenance or scheduled outages, force majeure, disruption of Service due to any Customer technical or technology issues, such as errors or malfunctions on the end user's computer systems, local networks, or internet connectivity, or any other technical issues beyond the control of LogicGate.
- d. **CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND LOGICGATE'S SOLE AND EXCLUSIVE OBLIGATION FOR ITS FAILURE TO MEET THE UPTIME WARRANTY WILL BE FOR LOGICGATE TO PROVIDE CUSTOMER A CREDIT FOR THE APPLICABLE MONTH AS PROVIDED IN 3(c) ABOVE; PROVIDED THAT CUSTOMER MUST NOTIFY LOGICGATE OF SUCH BREACH WITHIN THIRTY (30) DAYS OF THE END OF THE MONTH IN WHICH THE BREACH ALLEGEDLY OCCURRED.**
- e. **LEGAL DISCLAIMER. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT LOGICGATE AND THE SERVICE DO NOT PROVIDE LEGAL ADVICE, AND THAT CUSTOMER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ANY AND ALL APPLICABLE FEDERAL, STATE, LOCAL, FOREIGN AND INTERNATIONAL LAWS, RULES AND REGULATIONS.**
- f. **WARRANTY DISCLAIMER. LOGICGATE PROVIDES THE SERVICE "AS IS" AND, EXCEPT AS EXPRESSLY SET FORTH HEREIN, DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.**
- g. **ADDITIONAL DISCLAIMERS. IN ADDITION TO THE FOREGOING WARRANTIES AND DISCLAIMERS, LOGICGATE DISCLAIMS ALL RESPONSIBILITY FOR AND LIABILITY REGARDING CUSTOMER'S CONFIGURATION OR OTHER IMPROPER USE OF CUSTOMER'S INSTANCE BY CUSTOMER, AS WELL AS FOR THE DEVELOPMENT, USE, AND SUPPORT OF ALL THIRD-PARTY INTEGRATIONS, APPLICATIONS, OR OTHER THIRD-PARTY IP USED IN COMBINATION WITH THE SERVICE OR CUSTOMER'S INSTANCE.**



**FURTHERMORE, WHILE LOGICGATE TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, LOGICGATE DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED OR THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED.**

**4. PROFESSIONAL SERVICES.**

- a. **Provision of Professional Services.** LogicGate, or LogicGate's implementation team, will provide the implementation and configuration services (the "**Professional Services**") as set forth in an Order Form or SOW, as applicable, executed by LogicGate and Customer. Each Order Form or SOW, as applicable, will be deemed to incorporate this Agreement by reference.
- b. **Standards.** LogicGate warrants that the Professional Services performed hereunder will be performed in a highly professional manner, in accordance with best practices in the industry then in effect for the Professional Services provided hereunder by an adequate number of highly qualified personnel with experience and expertise to perform the Professional Services. LogicGate, and all personnel supplied by LogicGate, will at all times act in a professional and courteous manner.
- d. **Policies.** To the extent LogicGate provides on-site Professional Services at a location owned or controlled by Customer, LogicGate and all applicable LogicGate personnel will comply with Customer's policies, conditions and workplace rules; provided that such policies, conditions and workplace rules have been provided to LogicGate in advance of the on-site work.
- e. **Deliverables.** LogicGate agrees that all reports generated or produced pursuant to an applicable Order Form or SOW by LogicGate or LogicGate's Implementation Team (as defined in the Order Form or SOW, as applicable) resulting from the provision of the Professional Services (but not including pre-existing intellectual property), including table reports and visual reports ("**Deliverables**") will be the sole and exclusive property of Customer. Subject to the terms of this Agreement, LogicGate hereby grants to Customer a non-exclusive, worldwide, royalty-free license to any of LogicGate's pre-existing intellectual property embedded in or associated with the Deliverables.
- f. **Completion of Professional Services.** Completion of any specific Professional Services, or termination of any specific Order Form or SOW, as applicable, will not necessarily terminate this Agreement, it being the intent of the Parties to leave this Agreement in effect for any future Order Form or SOW or otherwise effective Order Form or SOW between the Parties.

**5. FEES, TAXES & PAYMENTS.**

- a. **Fees.** Customer must pay all undisputed fees as specified on the Order Form(s) then in effect in accordance with the Payment Terms listed on such Order Form(s). In the event Customer does not pay the fees or other charges when due and payable, LogicGate reserves the right to assess a finance charge of one and one-half percent (1.5%) per month or the maximum rate allowed by law and/or suspend Customer's access to the Service until fully paid.
- b. **Taxes.** Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes.
- c. **Order Forms.** This Agreement contemplates one or more orders for the Service, which orders must be mutually agreed upon by the parties in the form of the Order Form or in another writing signed by both parties hereto (each an "**Order Form**") and are governed by the terms of this Agreement.

**6. MUTUAL CONFIDENTIALITY.**

- a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by or on behalf of a party hereto ("**Discloser**") to the other party hereto ("**Recipient**"), 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 ("**Confidential Information**"). Customer's Confidential Information includes Customer Data. LogicGate's Confidential Information shall include LogicGate's business and marketing plans, business processes, product plans and designs and other non-public technical information proprietary to LogicGate (e.g., any aspect of the Service not disclosed to the general public, the Service user interface design and layout, out-of-the box workflows/automated processes, API, source code, object code, and pricing information).
- b. **Protection of Confidential Information.** Except as otherwise provided in this Agreement or required by law, neither Party shall disclose the other Party's Confidential Information to third parties without their consent. Recipient must use at least the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care) not to disclose or use any Confidential Information of Discloser for any purpose outside the scope of or not permitted by this Agreement or to any third party without the written permission of Discloser. Recipient shall limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement. The Confidentiality obligations of this Section shall survive the termination of this Agreement.



- c. **Exclusions.** Notwithstanding the foregoing, Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by Recipient without use or access to the Confidential Information. Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice and reasonable cooperation to seek a protective order.
- d. **Compelled Disclosures.** Notwithstanding anything herein to the contrary, in the event Recipient or any employee, contractor, representative, or other agent of Recipient is required to disclose all or any part of the Confidential Information pursuant to a valid and effective subpoena or the order or requirement of a court, administrative agency, or other governmental body or pursuant to any other legal or regulatory obligations governing its conduct, then, to the extent not prohibited by law, Recipient or such employee, contractor, representative, or other agent of Recipient must (i) provide prompt notice (to the extent permitted by applicable law) of such court order or requirement to the Discloser to enable the Discloser to seek a protective order or otherwise prevent or restrict such disclosure (and if Discloser requests, Recipient and such employee, contractor, representative, or other agent of Recipient must reasonably cooperate with Discloser to obtain such protective order or otherwise prevent or restrict such disclosure) and (ii) if disclosure of such Confidential Information is required, disclose only that portion of the Confidential Information that is legally required to be disclosed upon reasonable advice of Recipient's counsel and exercise commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such disclosed Confidential Information.
- e. **Non-Disclosure Agreement.** For the avoidance of doubt, if LogicGate and Customer have previously executed a non-disclosure and/or confidentiality agreement to govern confidential disclosure of information ("NDA"), such NDA is hereby terminated and superseded in its entirety by this Section 6 as of the Effective Date of this Agreement.

## 7. INFORMATION SECURITY AND DATA PRIVACY.

- a. **Information Security Measures.** LogicGate will employ appropriate administrative, physical and technical measures ("**Information Security Measures**") to protect the Service and prevent the accidental loss or unauthorized access, use, alteration or disclosure of Customer Data under its control. Such Information Security Measures are set forth in the LogicGate Information Security Addendum, attached hereto as Exhibit A, and incorporated by reference herein. LogicGate shall notify Customer of a Personal Data Breach (as defined in Exhibit B) as set forth in Exhibit B. In the event that Customer uploads Customer Data to the Service or otherwise provides Customer Data to LogicGate that includes data subject to third-party contractual requirements or other legal or regulatory requirements, or includes sensitive or special categories of data (collectively, "**Special Data**") such uploading or provision of Special Data is at Customer's own election and risk, and Customer is solely responsible for the provision of Special Data and any such requirements, including implementation of internal Customer controls and confirming the Service aligns with any such requirements. Neither LogicGate nor the Services require any Special Data. LogicGate does not as a matter of course review Customer Data to determine it contains Personal Data (as defined in Exhibit B), Special Data, or any other particular type of information. Upon Customer's written request, LogicGate shall provide Customer with a current copy of any applicable audit reports it may have, which may include, for example, a Letter of Attestation with respect to its system architecture and vulnerability from an independent third-party assessor and a summary of SOC-2 and/or ISO 27001 (or substantially similar) audit report, as applicable. Customer is responsible for confirming whether the Service aligns to any other auditing or security standards that may apply to Customer's use of the Service to process Customer Data or any Personal Data or Special Data.
- b. **Personal Data Protection.** To the extent LogicGate processes Personal Data during the provision of the Service hereunder, such processing will be subject to the Data Processing Addendum executed by the Parties and attached hereto as Exhibit B.
- c. **Customer Security Responsibilities and Obligations.** Customer is solely responsible for the security of its, and its Authorized Users' login credentials. Customer agrees to use reasonable efforts to prevent unauthorized access or use of the Service and to promptly notify LogicGate if Customer believes (a) any Customer login credentials have been lost, stolen or made available to an unauthorized third party, or (b) an unauthorized third party has accessed the Service or Customer Data in the Service. For the avoidance of doubt, LogicGate will not be responsible for and shall have no obligation with respect to the acts or omissions of Customer, its Authorized Users, or any other person or entity who accesses the Services via Customer.

## 8. LOGICGATE PROPERTY.

- a. **Reservation of Rights.** The software, workflow processes, user interface, designs and other technologies provided by LogicGate as part of the Service, and all logos and trademarks reproduced through the Service, are the proprietary property of LogicGate and its licensors (as applicable), and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with LogicGate and its licensors (as applicable). Customer may not remove or modify any proprietary marking or restrictive legends in the Service. LogicGate reserves all rights except to the extent expressly granted in this Agreement. LogicGate reserves the right to update or improve the Service in its sole discretion, as well as the right to contact Customer and its Authorized Users for the purpose of notifying Customer of said updates, improvements, additional functionality, new LogicGate offerings, or to provide other important information.



- b. **Restrictions.** Customer *may not* (i) sell, resell, rent or lease the Service; (ii) use the Service in a service provider capacity; (iii) use the Service to harass any person; promote bigotry, racism, hatred or harm; store or transmit infringing, emails, libelous, harassing, obscene, defamatory, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights including rights of privacy; send unsolicited bulk e-mail, junk mail, spam, chain letters or phishing attempts; use the Service to perform denial of service attacks on another party(ies); otherwise violate applicable laws; (iv) interfere with or disrupt the integrity or performance of the Service; (v) attempt to gain unauthorized access to the Service or their related systems or networks; (vi) reverse engineer or decompile the Service, or otherwise attempt to obtain the source code from which any component of the Service is compiled; (vii) access the Service to build a competitive service or product, or copy any feature, function or graphic; (viii) use the Service to perform any benchmarking or conduct any performance or vulnerability testing without LogicGate's prior written approval; (ix) use the Service to perform cyber currency or crypto currency mining; (x) use the Service alone, or in combination with any third party software, data, proprietary information, or other intellectual property, which in any way which infringes upon the rights of a third party, including but not limited to copyright, trademark, or patent infringement; or (xi) use the Service in any way which violates any law or regulation, or Customer's contractual obligations with third parties, or for any unlawful or improper purpose. For the avoidance of doubt, the foregoing restrictions shall also apply to Customer's use of Third-Party IP provided by LogicGate and Customer's use of the LogicGate API and/or Integrations.
- c. **Aggregate Data.** During and after the Term of this Agreement, Customer acknowledges and agrees that LogicGate may use service utilization data, meta-data, data obtained through the provision of the Service, and other non-personally identifiable data derived from Customer Data on an aggregated and de-identified basis ("**Aggregate Data**"), in compliance with applicable laws and LogicGate's Privacy Policy, for purposes of maintaining, enhancing and protecting the Service, creating aggregated statistical analysis, technical support and other business purposes. Aggregate Data will not include any personally identifiable information of any Authorized User. LogicGate shall maintain appropriate security measures and for the protection of Aggregate Data in accordance with the terms of this Agreement. LogicGate will be the sole and exclusive owner of all right, title and interest in and to such Aggregate Data. For the avoidance of doubt, LogicGate will not share Aggregate Data with any third party without Customer's written consent, nor will LogicGate sell any Aggregate Data.

## 9. TERM AND TERMINATION.

- a. **Term.** This Agreement shall commence upon the start of the Initial Service Term and continue until the later of (i) the expiration of the Initial Service Term, and (ii) the expiration of the Term of the last outstanding Order Form (hereafter, the "**Term**"). "**Initial Service Term**" means the duration of time between the Contract Start Date and Contract End Date specified on the Order Form executed concomitantly with this Agreement.
- b. **Renewal.** After the Initial Service Term, the Order Form shall automatically renew for additional periods (each, a "**Renewal Term**"), unless either Party provides notice of non-renewal by notifying the other Party hereto in writing of such non-renewal at least thirty (30) days prior to the end of the then-current Term, or if a new Term is mutually agreed to by the Parties. For the avoidance of doubt, a Renewal Term shall be for the same duration as the Initial Service Term or the duration of the contract dates of any Order Form then in effect at the time of renewal, whichever is longer.
- c. **Termination for Material Breach.** If either party materially breaches this Agreement, (i) the breaching party shall have thirty (30) days to cure such breach, and (ii) the non-breaching party may terminate this Agreement provided that the breach has not been cured after thirty (30) days written notice of the breach. If Customer is unable to cure such breach within such thirty (30)-day cure period and/or LogicGate terminates this Agreement due to Customer's uncured material breach, (a) LogicGate shall be entitled to retain any and all funds previously paid by Customer, and (b) Customer shall immediately pay LogicGate any undisputed fees due and payable pursuant to the Order Form(s) then in effect. If Customer terminates this Agreement due to LogicGate's material breach, LogicGate shall refund to Customer the pro rata portion of the Total Order Value (as defined in the Order Form(s) then in effect) it received from Customer for that portion of the year in which the termination occurred that has not yet elapsed as of the effective date of termination.
- d. **Termination for Insolvency.** Either party may terminate this Agreement immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- e. **Suspension for Violations of Law or Breach of Agreement.** LogicGate may, at its discretion, temporarily suspend the Service or remove the applicable Customer Data, or both, if it reasonably believes that Customer has violated an applicable law relating to or in connection with the Service or the usage thereof.
- f. **Return of Customer Data.** Upon written request by Customer, LogicGate will allow Customer to access the Service for a period of thirty (30) days after termination solely for the purpose of Customer to export Customer Data as provided in Section 2(a). After such thirty (30)-day period, LogicGate will delete the Customer Data. Notwithstanding the foregoing, LogicGate shall be permitted to retain one (1) copy of the Customer Data as may be necessary to comply with any legal, regulatory or compliance requirements or that would otherwise be unreasonably burdensome to destroy (such as archived computer files), provided that, any such retained Customer Data shall be subject to the confidentiality and security obligations set forth under this Agreement.



- g. **Return LogicGate Property Upon Termination.** Upon termination of this Agreement for any reason, Customer must pay LogicGate for any unpaid amounts due for Service through the date of termination, and destroy or return at Customer's sole cost and expense (in LogicGate's discretion) any and all property of LogicGate. Upon LogicGate's request, Customer will confirm in writing its compliance with this destruction or return requirement.

10. **LIABILITY LIMIT.**

- a. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL LOGICGATE, ITS AFFILIATES OR THEIR RESPECTIVE CONTRACTORS (AS APPLICABLE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER, BUSINESS INTERRUPTION OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION, OR DATA MISUSE; AND LOST PROFITS, REVENUE, GOODWILL OR ANTICIPATED COST SAVINGS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICE OR ANY PROPERTY OR INFORMATION PROVIDED BY LOGICGATE TO CUSTOMER, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF LOGICGATE KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS AND EVEN IF CUSTOMER'S OR ITS AFFILIATES 'REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.**
- b. **Except for LogicGate's willful misconduct, LogicGate's and its affiliates 'total aggregate liability arising out of or related to this Agreement or the Service (whether in contract, tort or otherwise) shall be limited to Customer's direct damages, not to exceed the amount paid by Customer within the twelve (12)-month period prior to the first incident that gave rise to the liability.**

11. **INDEMNITY.**

- a. **Indemnity by LogicGate.** Subject to applicable limitations herein, LogicGate shall indemnify, defend and hold harmless Customer from and against any third party claim, suit, or proceeding ("**Claim**") arising out of, related to or alleging infringement or misappropriation of any patent, copyright, trademark, trade secret, or other intellectual property right by the Service (each an "**Infringing Item**"), and any third party damages or other losses resulting therefrom ("**Losses**"), provided that the alleged infringement is not the result of Customer's acts or omissions. For the avoidance of doubt, an Infringing Item shall not include Third-Party IP provided by Customer, and LogicGate shall have no liability for, or indemnification obligation related to, an infringing item if it is Third-Party IP provided by Customer.
- b. **LogicGate Disclaimer.** LogicGate shall not have any liability or obligation under this Section in regard to any Claim based on (1) the Customer's or any third-party's combination, operation or use of the Infringing Item with equipment, data, software or documentation not supplied by LogicGate; or (2) modifications to the Infringing Item by a party other than LogicGate. In the event LogicGate becomes aware of any potential Claims under Section 11(a), LogicGate may in its discretion (i) modify the Services so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Customer's continued use of the infringing or misappropriating Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for the infringing or misappropriating Services upon thirty (30) days 'prior written notice and refund to Customer any prepaid fees covering the remainder of the term of the subscriptions so terminated. Under no circumstances shall LogicGate or its affiliates have any indemnification obligation with respect to any Losses to the extent arising in connection with Customer's breach of this Agreement (or any applicable Order Form), or any applicable law or the acts or omissions of Customer.
- c. **Indemnity By Customer.** Customer shall defend, indemnify, and hold harmless LogicGate from and against any and all Claims arising from any allegations that (i) Customer or its Authorized Users or other users used or are using the Service in a manner that breaches Customer's obligations under this Agreement and/or the Order Form(s) then in effect, (ii) Customer is in breach of its obligations under Section 2(c), or (iii) Customer's use of the Services in combination with any equipment, software, data, information, content or documentation not supplied by LogicGate that infringes upon, misappropriates or violates any third party's patent, copyright, trademark, trade secret or other intellectual property or privacy right, or violates the terms of this Agreement (including any Order Form(s) then in effect) or any applicable law.
- d. **Procedure; Exclusive Remedy.** The indemnified party will have the right to participate in the defense of claim at its own expense and with counsel of its own choosing, but the indemnifying party will have sole control over the defense and settlement of the Claim; provided, however, that the indemnifying party shall not settle any such Claim if such settlement does not fully and unconditionally release the indemnified Party from all liability relating thereto, unless the indemnified Party otherwise agrees in writing. This Section 11 sets forth the indemnifying party's sole liability to, and the indemnified party's sole and exclusive remedy against, the other party for any third-party claim described in this Section 11.

12. **GOVERNING LAW; VENUE.** This Agreement is governed by the laws of the State of Delaware (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys 'fees and costs from the other party. Any legal action or proceeding arising out of or relating to this Agreement or the subject matter hereof shall be instituted in any United States federal court or state court located in Chicago, Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. The parties agree that the terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING,**



CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. The parties acknowledge and agree that the terms of this Section 12 are reasonable and hereby irrevocably and unconditionally (a) waive any objection to such courts having venue of any action or proceeding and (b) waive and agree not to claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

### 13. OTHER TERMS.

- a. **Customer Reference.** Customer agrees (i) that LogicGate may identify Customer as a recipient of services and use Customer's logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief Customer profile and/or participate in a case study for use by LogicGate on logicgate.com for promotional purposes.
- b. **No Assignment; No Third-Party Beneficiaries.** Neither party may assign or transfer this Agreement or an Order Form to a third party without the prior written consent of the other party, except that this Agreement with all Order Forms then in effect may be assigned, without the consent of the other party, as part of a merger, or sale of all or substantially all the assets, of the assigning party. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns. There are no third-party beneficiaries under this Agreement other than indemnified parties.
- c. **Subcontracting.** LogicGate may subcontract portions of the Service; provided, that, LogicGate shall be responsible for its subcontractors throughout the course of the work required to perform such portions of the Service. LogicGate shall ensure that each subcontractor is bound to substantially similar obligations and requirements as set forth herein.
- d. **Independent Contractors.** The parties are independent contractors with respect to each other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties; and each party will be solely responsible for the payment of any and all compensation owed to its employees (including employment related taxes).
- e. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation acts of war, terrorism, hurricanes, earthquakes, other acts of God or nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control ("Force Majeure Events"). No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by Force Majeure Events.
- f. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party and money damages may not be sufficient. In addition to any other rights or remedies, the other party may seek a court order to stop any breach or avoid any future breach.
- g. **Feedback.** By submitting ideas, suggestions or feedback to LogicGate regarding the Service ("**Feedback**"), Customer hereby grants LogicGate a worldwide, assignable, sublicensable, transferrable, irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such Feedback for any business purpose.
- h. **Insurance.** LogicGate will maintain the following policies of insurance, at a minimum:
 

<i>Commercial General Liability Insurance (CGL):</i>	\$1,000,000.00 per occurrence, and \$2,000,000.00 in the aggregate;
<i>Automobile Liability:</i>	\$1,000,000.00 combined single limit;
<i>Worker's Compensation:</i>	\$1,000,000.00; and
<i>Cyber Liability (including Errors &amp; Omissions):</i>	\$5,000,000.00 each wrongful act, and \$5,000,000.00 in the aggregate.

Additionally, LogicGate hereby agrees to include Customer as an additional insured under LogicGate's CGL and Cyber Liability insurance policies.

- i. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; (c) by electronic transmission upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon confirmation of delivery. Notices shall be sent to LogicGate at the address set forth in the signature block below, or such other address as LogicGate may specify in writing. Notice shall be sent to LogicGate and Customer at the addresses set forth in the applicable Order Form, or such other address as either party may specify in writing.
- j. **Entire Agreement, Changes, Waiver.** This Agreement and all Order Form(s) and SOWs then in effect constitute the entire Agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. Any representation, promise or inducement not included in this Agreement is not binding. LogicGate rejects additional or conflicting terms of any Customer form-purchasing document or other writing. No modification of this Agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- k. **Construction.** This Agreement will not be construed in favor of or against either party by reason of authorship.
- l. **Order of Precedence.** If there is an inconsistency between this Agreement and an Order Form then in effect, the Order Form prevails.
- m. **Survival of Terms.** Any terms that by their nature survive termination of this Agreement for a party to assert its rights and receive the protections of this Agreement, will survive.
- n. **Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable



law, and the remaining provisions of this Agreement will continue in full force and effect.


- o. **Execution.** The individual executing this Agreement and any Order Form on behalf of Customer hereby represents and warrants that he/she has the right, power, legal capacity and appropriate corporate or other applicable organizational authority to enter into this Agreement and/or any Order Form on behalf of Customer.

*[Signature page follows.]*



The parties hereto hereby agree to the terms of this Agreement, effective as of the last date below their signatures.

Proterra Operating Company, Inc.	LogicGate, Inc.
Signature: 	Signature: 
Printed Name: Karina Franco Padilla	Printed Name: Sara Haven
Title: Chief Financial Officer	Title: General Counsel
Date: 4/25/2022	Date: 4/25/2022
Address: 1815 Rollins Rd. Burlingame, CA 94010	Address: 320 W Ohio St., Suite 5E Chicago, IL 60654 <a href="mailto:legal@logicgate.com">legal@logicgate.com</a>

Approved by LogicGate Legal:	
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Version: v2.11





## EXHIBIT A

### **LogicGate Information Security Measures Addendum**

#### **1. PURPOSES AND SCOPE**

LogicGate has implemented and will maintain the following security measures for the protection of Customer Data, as defined in the Subscription Services Agreement (the "Agreement"), once Customer uploads or otherwise inputs it into the LogicGate platform (hereafter, "the LogicGate Service" or "the platform"), which, in conjunction with the security commitments in the Agreement are LogicGate's only responsibility with respect to the security of Customer Data. Capitalized terms not defined in this Addendum have the same meanings in the Agreement.

This Addendum applies when LogicGate (including contractors and third parties employed directly and indirectly by LogicGate) processes, transmits, or stores Customer Data, including during LogicGate's provision of services through the platform and infrastructure that hosts Customer Data.

#### **2. CUSTOMER SECURITY RESPONSIBILITIES**

Due to the flexible nature of the LogicGate Service, the Customer has the capability and responsibility to determine the types of data that it uploads to the LogicGate Service, and stores within the platform, not including data that is required for the use of LogicGate's Service. The Customer also has the capability and responsibility for defining access controls for its Authorized Users as it relates to what information Authorized Users can read or modify within the LogicGate Service. Based on these responsibilities, the following are the security requirements of the Customer in connection with its use of the LogicGate Service:

##### **Customer Data Responsibilities**

Customer is solely responsible for the following as it relates to data Customer chooses to store within the platform:

- Understand and comply with the laws and regulations, as well as Customer's internal corporate policy(ies), governing the types of data that Customer and its Authorized Users to choose to load into the platform;
- Ensure that Customer's use and configuration of the security controls within the LogicGate Service appropriately meet or exceed the controls required by the types of data the Customer or its Authorized Users choose to load into the platform;
- Ensure that Customer contact information remains up to date for notification of Personal Data Breaches and updates.

##### **Customer Access Responsibilities**

Customer is solely responsible for the following as it relates to user access to Customer Data within the platform:

- The security of its, and its Authorized Users', login credentials, authorization tokens, and any other secret information that permits access to the LogicGate Service or Customer Data;
- Leveraging the platform's access controls to ensure appropriate access for its Authorized Users to view or modify Customer Data.
- Ensure Customer, and any Authorized Users who may directly or indirectly obtain access through Customer, only access or use LogicGate's APIs for legitimate and authorized purposes.

##### **Customer General Use Responsibilities**

Customer is solely responsible for ensuring the Customer and its Authorized Users, or any third parties who may obtain access to the LogicGate Service directly or indirectly through Customer, do not take the following actions as part of their general use of LogicGate's services:

- bypass or breach any security device or protection used by the Services or access or use the Services other than by an Authorized User through the use of his or her own access credentials;
- input, upload, transmit or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit or activate any malicious software or harmful codes;
- damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm, in any manner, the Services or LogicGate's provision of services to any third party, in whole or in part;



### 3. LOGICGATE TECHNICAL AND ORGANIZATIONAL MEASURES

Domain	Practices
<b>Organization of Information Security</b>	<p><b>Security Ownership.</b> LogicGate has appointed one or more security officers responsible for coordinating and monitoring the information security program, policies and procedures, as well as reporting the posture and key risks to the Company to the Board of Directors and senior leadership.</p> <p><b>Information Security Policies.</b> LogicGate maintains a management-approved corporate information security policy, or set of information security policies, defining responsibilities and setting out LogicGate's approach to information security, which includes physical, administrative and technical safeguards. Such policies have been published and communicated to employees, contractors, and relevant external parties.</p> <p><b>Senior Management Commitment.</b> LogicGate's Information Security Manager (or designee) develops, maintains, reviews, and approves LogicGate's security, availability, and confidentiality standards and policies.</p> <p><b>Risk Management.</b> LogicGate has a formal cybersecurity risk assessment and management process which includes treatment and mitigation of any identified findings. The LogicGate ranks and reviews all identified risk and risk domains at a minimum annually.</p>
<b>Access Management</b>	<p><b>LogicGate access management program.</b> LogicGate maintains an access management program for LogicGate's access to Customer Data and platform supporting systems, applicable where LogicGate maintains access to Customer Data.</p> <ul style="list-style-type: none"> <li>• LogicGate allocates system privileges and permissions to users and groups using the principle of least privilege. LogicGate limits access to Customer Data to those personnel performing under the Agreement and, to the extent technical support is needed, its personnel performing such technical support;</li> <li>• LogicGate assigns application and data rights based on user groups and roles, and grants access to information based on job function (i.e. role-based security);</li> <li>• LogicGate maintains a record of security privileges of its personnel that have access to Personal Information, networks, and network services.</li> </ul> <p><b>Entitlement reviews</b></p> <ul style="list-style-type: none"> <li>• LogicGate requires the approval from the respective LogicGate system owner prior to adding or changing user access to its networks and systems that processes, transmits, or stores Customer Data;</li> <li>• LogicGate implements role-based security to ensure access to the application is restricted based on defined functional roles;</li> <li>• LogicGate promptly removes the application, platform and network access for terminated users upon notification of termination;</li> <li>• LogicGate promptly updates user access rights based on changes in job responsibilities;</li> <li>• LogicGate reviews access privileges to systems and corporate networks, including administrative access privileges, at a minimum on a semi-annual basis;</li> <li>• LogicGate uses separate administrative accounts to perform privileged functions and the accounts are restricted to authorized individuals.</li> </ul> <p><b>Remote access</b></p> <p>To access LogicGate's production environment, the following are required:</p> <ul style="list-style-type: none"> <li>• Role-based privileges to access</li> <li>• Multi-factor authentication prior to authorization</li> <li>• Access restricted only through an encrypted VPN</li> </ul>



<b>Authentication</b>	<p>LogicGate provides the following controls to manage the authentication of end-users to the platform:</p> <ul style="list-style-type: none"> <li>• LogicGate salts, hashes, and encrypts all passwords it stores for Customer authentication;</li> <li>• LogicGate provides SAML 2.0 compliant authentication methods to enable Customer to establish single-sign-on to the LogicGate Service.</li> </ul>
<b>Data Encryption</b>	<ul style="list-style-type: none"> <li>• LogicGate employs 256-bit AES or higher and SSL/TLS 1.2+ encryption techniques for data at rest and in transit;</li> <li>• LogicGate provides 256-bit AES or higher encryption techniques for data backups.</li> </ul>
<b>Personnel Security</b>	<p>LogicGate requires the following for all employees:</p> <ul style="list-style-type: none"> <li>• Background check;</li> <li>• Non-Disclosure/Confidentiality Agreement prior to onboarding;</li> <li>• Security Awareness training as part of their onboarding, with additional training required at a minimum annually.</li> </ul> <p>Additionally, LogicGate has established policies for disciplinary action, up to and including termination, for noncompliance with security policies and procedures.</p>
<b>Platform Maintenance</b>	<p>If maintenance is required that will disrupt the Customer’s use of the platform, LogicGate will notify Customer in advance of the maintenance action. LogicGate communicates upgrades, new releases, and minimum release version requirements to Customer through LogicGate’s platform notifications.</p>
<b>Incident Response &amp; Notification</b>	<ul style="list-style-type: none"> <li>• LogicGate maintains a documented and tested incident handling program, and ensures that all security incidents follow the LogicGate’s incident handling program.</li> <li>• For any confirmed Personal Data Breach, LogicGate will notify Customer as set forth in Exhibit B.</li> <li>• LogicGate will promptly develop and implement an appropriate action plan to address any impact, vulnerabilities, and/or recommendations identified under this domain. LogicGate will undertake remedial action to the extent necessary to comply with LogicGate’s obligations under the Agreement.</li> </ul>
<b>Business Resiliency</b>	<p><b>Business Continuity Management and Disaster Recovery</b></p> <p>LogicGate has a Business Continuity Plan and a Disaster Recovery Plan in place to manage significant disruptions to its operations and infrastructure, which include, without limitation, the following:</p> <ul style="list-style-type: none"> <li>• Annual review, update, and approval by Management;</li> <li>• Exercises conducted to test the response to a specific incident or major change to the platform on a regular basis, but no less than annually; and</li> <li>• Documentation summarizing the exercise results, tracking and remediation of any failures to meet LogicGate’s Recovery Time Objective (“RTO”) and Recovery Point Objective (“RPO”).</li> <li>• Maintain a RTO of 4 hours and a RPO of 1 hour for the Customer Instance. For the avoidance of doubt, the aforementioned RTO and RPO are exclusive of Force Majeure events and outages of LogicGate’s hosting platform beyond LogicGate’s control.</li> </ul> <p><b>Backup Procedures</b></p> <p>LogicGate shall employ the following backup procedures to enhance the security and integrity of the Service. LogicGate will:</p> <ul style="list-style-type: none"> <li>• Take hourly back-ups of Customer Data stored within the Customer database;</li> <li>• Retain back-ups of Customer data for at least 30 days.</li> </ul>



<b>Physical &amp; Environmental Security</b>	<ul style="list-style-type: none"> <li>• Customer Data is hosted within Amazon Web Services (AWS) and the physical security of LogicGate's services are managed by AWS as part of the AWS Shared Responsibility Model</li> <li>• LogicGate monitors AWS's commitments to physical security to ensure they align to best practices and that AWS meets security certifications or assessments that the LogicGate service itself is certified in.</li> </ul>
<b>Vulnerability Management, Network Security &amp; Monitoring</b>	<p><b>Vulnerability Management</b></p> <ul style="list-style-type: none"> <li>• LogicGate maintains a threat and vulnerability management program, which includes at a minimum regular (no less than monthly) vulnerability scans of code dependencies, container, and server operating systems;</li> <li>• LogicGate will monitor the results of vulnerability scans and remediate or risk accept, with compensating controls, vulnerabilities as soon as practicable to align with LogicGate's Vulnerability Management Policy SLAs for remediation.</li> </ul> <p><b>Network Security &amp; Monitoring</b></p> <ul style="list-style-type: none"> <li>• Network connections to both internal and external services are controlled through the use of properly configured firewalls and other commercially reasonable methods;</li> <li>• Network intrusion and other monitoring tools are implemented and monitored for network security events.</li> </ul>
<b>Third-Party Certification and Testing</b>	<ul style="list-style-type: none"> <li>• LogicGate shall use reasonable efforts to maintain an active security certification applicable to the LogicGate Services. LogicGate will provide Customer with access to review any certification or a summary thereof upon reasonable written request.</li> <li>• LogicGate will utilize a third party to penetration test the Service for vulnerabilities. LogicGate will use reasonable efforts to remediate or will risk-accept these findings as appropriate. Subject to confidentiality obligations in the Agreement, LogicGate will provide access to the results of these penetration tests with Customer upon reasonable written request. For the avoidance of doubt, such penetration test information and results shall be deemed the Confidential Information of LogicGate, may only be used by Customer to assess the security of LogicGate's Services, and may not be shared with any third parties.</li> </ul>



## EXHIBIT B

### LogicGate Data Processing Addendum

This Data Processing Addendum (“**DPA**”) sets out the terms that apply when Personal Data is processed by LogicGate under the Subscription Services Agreement executed by LogicGate, Inc. (“**LogicGate**”) and Proterra Operating Company, Inc. (“**Customer**”) on to which this DPA is attached (“**Agreement**”). This DPA is governed by the Agreement. Other capitalized terms used but not defined in this DPA have the same meanings as set out in the Agreement.

#### 1. Definitions

- 1.1. “**EEA**” means the European Economic Area, which constitutes the member states of the European Union, Norway, Iceland and Liechtenstein. For purposes of this DPA, the “**EEA**” includes the United Kingdom both before and after its withdrawal from the European Union.
- 1.2. “**Data Protection Legislation**” means any applicable laws or regulations regarding the processing of Personal Data or personal information (or similar term under the applicable law or regulation), including Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (as amended, replaced or superseded) (“**GDPR**”), including as the GDPR may be adopted or otherwise implemented by the United Kingdom.
- 1.3. “**Model Contract Clauses**” means the model contract clauses set out in European Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
- 1.4. “**Personal Data**” means any Customer Data relating to an identified or identifiable natural person provided to LogicGate in connection with LogicGate’s performance of Services under the Agreement.
- 1.5. “**Data Subject**”, “**Process**”, “**Processor**”, “**Controller**” and “**Supervisory Authority**” will each have the meaning given to them in applicable Data Protection Legislation.

#### 2. Applicability of DPA

- 2.1. Applicability. This DPA will apply only to the extent that LogicGate Services are engaged in the Processing of Personal Data subject to Data Protection Legislation on behalf of the Customer.
- 2.2. Scope. The subject-matter of the data Processing is the provision of the Services and the Processing will be carried out for the duration of the Agreement. Schedule 1 attached hereto sets out the nature and purpose of the Processing, the types of Personal Data LogicGate Processes and the categories of Data Subjects whose Personal Data is Processed.
- 2.3. Changes to Data Protection Legislation. In the event Data Protection Legislation changes subsequent to the signing of this DPA or the Agreement, the Parties shall negotiate in good faith to reach agreement on reasonable next steps, including, where applicable, changes that may be necessary and operationally, technically and commercially feasible to the Agreement, the DPA and/or the Services (including, without limitation, the fees payable by Customer to LogicGate for the Services) in order to enable LogicGate to continue providing the Services in compliance with such revised Data Protection Legislation. No such changes shall be effective unless agreed in writing between the Parties.

#### 3. Roles and Responsibilities

- 3.1. Parties’ Roles. To the extent that LogicGate Processes Personal Data in the course of providing the Services, and if Data Protection Legislation recognize the roles of “Data Controller” and “Data Processor” as applied to Personal Data then, as between Customer and LogicGate, LogicGate acts as a Data Processor (or Subprocessor, as the case may be) in accordance with the Agreement and Customer acts as a Data Controller (or a Processor, as the case may be).
- 3.2. Purpose Limitation. To the extent that LogicGate Services are responsible for managing the security controls during the Processing of Personal Data subject to Data Protection Legislation on behalf of the Customer, LogicGate will Process the Personal Data only for the purpose of providing the Services in accordance with the Agreement and an applicable Order Form(s) which contains Customer’s instructions. If LogicGate is required to Process the Personal Data for any other purpose by applicable law to which LogicGate is subject, LogicGate shall inform Customer of this requirement before the Processing, except where otherwise required by such law.



- 3.3. **Instructions.** The Agreement, applicable Order Form(s), and this DPA set out Customer's complete documented instructions to LogicGate in relation to the Processing of the Personal Data in connection the Services, including with regard to transfers of Personal Data in accordance with Section 9, and any Processing requested outside of the scope of these instructions will require prior written agreement between the parties. LogicGate shall immediately inform Customer if, in its opinion, an instruction infringes Data Protection Legislation, provided that LogicGate is not responsible for, and shall not, provide legal advice to Customer, and any communications provided by LogicGate to Customer under this Section shall not be construed as legal advice.
- 3.4. **Compliance.** Customer, as Data Controller, shall be responsible for ensuring that:
- it has complied, and will continue to comply, with Data Protection Legislation, and Customer's instructions for the Processing of Personal Data shall comply with Data Protection Legislation; and
  - it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to LogicGate for Processing in accordance with the terms of the Agreement, and applicable Order Form(s), and this DPA.
- 3.5. **Notices and Consents.** Customer shall provide all applicable notices and obtain any necessary consents required by applicable Data Protection Legislation for the lawful Processing of Personal Data by LogicGate in accordance with the Agreement. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.
- 3.6. **Sensitive Data.** Unless set forth in an Order Form or other document agreed to by LogicGate, Personal Data may not include any sensitive or special data that imposes specific data security or data protection obligations on LogicGate in addition to or different from those specified in any LogicGate documentation or which are not provided as part of the Services.

#### 4. Data Subjects' Rights

- 4.1. **General.** LogicGate shall, taking into account the nature of the Processing, provide reasonable assistance to Customer insofar as this is practicable and to the extent required by Data Protection Legislation, to enable Customer to respond to requests from a Data Subject seeking to exercise their rights under Data Protection Legislation ("**Data Subject Inquiry**"). LogicGate shall comply with Customer's instructions regarding the handling of a Data Subject Inquiry, subject to Sections 3.3 and 3.4. Except for such reasonable assistance (e.g., producing information about a Data Subject that Customer cannot access) required by LogicGate, to the extent Customer uploads a Data Subject's Personal Data into the Service, Customer shall bear sole responsibility of responding to any Data Subject Inquiry related to such Personal Data.
- 4.2. **Identification of Data Controller.** In the event that a Data Subject Inquiry is made directly to LogicGate, LogicGate shall promptly inform Customer of the same provided the Data Subject identifies Customer as its relevant Data Controller. If the Data Subject does not identify a relevant Data Controller, LogicGate shall direct the Data Subject to contact the entity that collected their Personal Data.
- 4.3. **Response to Inquiries.** LogicGate shall not independently respond to Data Subject Inquiries without Customer's prior approval except where required by Data Protection Legislation.

#### 5. Security

- 5.1. **Security.** To the extent LogicGate Processes Personal Data, and taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, LogicGate will implement and maintain throughout the term of this DPA and the Agreement appropriate administrative, physical, and technical measures designed to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of Processing which compromise the confidentiality, integrity, or availability of Personal Data (a "**Personal Data Breach**"). LogicGate may update its security practices from time to time but will not materially decrease the overall security of the Services during the term of an Order Form or other ordering document.
- 5.2. **Confidentiality.** LogicGate will ensure that any person that it authorizes to process the Personal Data (including its staff, agents and subcontractors) shall be subject to a duty of confidentiality, whether a contractual or a statutory duty.
- 5.3. **Notifications.** In the event of a confirmed Personal Data Breach, LogicGate will notify Customer without undue delay, and in any event within 48 hours, with information regarding the Personal Data Breach (as such information becomes available), each in accordance with Data Protection Legislation. LogicGate's contact point for additional details regarding a Personal Data Breach is [privacy@logicgate.com](mailto:privacy@logicgate.com). Customer and LogicGate shall work together in good faith within the timeframes for Customer to provide notifications in accordance with Data Protection Legislation to finalize the content of any such notifications to Data Subjects or Supervisory Authorities, as required by Data Protection Legislation. LogicGate's prior written approval shall be required for any statements regarding, or references to, the Personal Data Breach or LogicGate made by Customer in any such notifications.
6. **Data Protection Impact Assessments; Prior Consultations.** LogicGate shall, to the extent required by Data Protection Legislation, provide Customer with reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out under Data Protection Legislation.

#### 7. Information and Audits

- 7.1. **Information.** At Customer's written request, LogicGate shall make available to Customer security documentation, existing and unexpired audit reports, or other documentation for the sole purpose of confirming LogicGate's compliance with this DPA and Data Protection



Legislation, as applicable, to the extent that such information is within LogicGate's control and LogicGate is not precluded from disclosing it by applicable law, a duty of confidentiality, or any other obligation owed to a third party.

- 7.2. Audit. If after reviewing such documentation and discussing such documentation with LogicGate, Customer has additional questions that LogicGate has not been able to reasonably and sufficiently answer and Customer would like to conduct an audit of LogicGate's compliance with this DPA and Data Protection Legislation only, LogicGate shall permit Customer (or its appointed independent third party auditors) to carry out an audit of LogicGate processing of Personal Data under the Agreement once per anniversary of the Agreement or more often as required by Data Protection Legislation or Supervisory Authority. Customer must give LogicGate reasonable prior notice of such intention to audit and must provide LogicGate with a detailed proposed audit plan (including, at a minimum, the scope of the audit, start date and end date/duration) at least two (2) weeks prior to commencement of any audit activities. LogicGate will review and provide feedback on the audit plan and the plan shall be reasonably revised to account for such feedback. If after reviewing the audit plan, LogicGate reasonably determines the audit plan is covered by an existing and unexpired audit report, and LogicGate confirms no material changes to the audited systems or processes have occurred since the date of the audit report, Customer agrees to accept such audit report in lieu of conducting an audit.
- 7.3. Audit Procedure. If Customer engages a third party to conduct the audit, LogicGate must reasonably agree to the third party and the third party must sign LogicGate's reasonable confidentiality and non-disclosure agreement or be bound by a statutory or other legal duty of confidentiality. The audit must be conducted during normal business hours at the applicable facility(ies) only, in accordance with the agreed audit plan, shall not cause unnecessary disruption to LogicGate's operations, and will be subject to any LogicGate health and safety policies. Any such audit shall be subject to LogicGate's security policies and confidentiality terms.
- 7.4. Audit Results. Any audit results, findings, or reports ("**Audit Results**") will be Confidential Information. A copy of the Audit Results must be provided to LogicGate. Customer may only use Audit Results to confirm compliance with this DPA and Data Protection Legislation.
- 7.5. Costs. Customer is responsible for its audit costs. If LogicGate reasonably believes the audit requires resources in addition to those provided in connection with the Services, LogicGate will inform Customer and the Parties will agree upon any additional fees necessary to complete the audit.
- 7.6. Audit Obligations. Customer agrees that this Section 7 shall satisfy any audit or assessment obligations that may apply to LogicGate under the Model Contract Clauses or Data Protection Legislation.

## 8. Sub-processing

- 8.1. General. Customer agrees that LogicGate may engage LogicGate affiliates and third-party sub-processors (collectively, "**Sub-processors**") to process the Personal Data on LogicGate's behalf. LogicGate shall enter into terms with each Sub-processor which shall be no less restrictive than those set forth in this DPA related to the processing of Personal Data and shall remain liable for any breach of this DPA caused by a Sub-processor in connection with the services provided by Sub-processor to LogicGate. For the avoidance of doubt and in accordance with Clause 9, Option 2 of the Model Contract Clauses, the above constitutes Customer's general authorization for LogicGate's engagement of Sub-processors and LogicGate's appointment of additional or replacement Sub-processors identified on the Subcontractor List in Schedule 1, Annex III.
- 8.2. Changes and Objection. LogicGate may, by giving reasonable notice to the Customer, add or make changes to the Sub-processors. If the Customer reasonably objects in writing to the appointment of an additional Sub-processor within ten (10) calendar days of such notice on reasonable and objective grounds relating to the Sub-processor's compliance with this DPA or Data Protection Legislation, LogicGate and Customer will work in good faith to address the objection, including reviewing security or audit documentation related to such Sub-processor. To the extent the parties are not able to mutually address appointment of the Sub-processor in a reasonable timeframe, LogicGate will use reasonable endeavors to make available to the Customer a change in the Services, or will recommend a commercially reasonable change to the Services to prevent the applicable Sub-processor from processing Personal Data. If LogicGate is unable to make available such a change within a reasonable period of time, which shall not exceed thirty (30) days, Customer shall have the right to terminate the relevant Services which include the Sub-processor (i) in accordance with the termination provisions in the Agreement; (ii) without liability to Customer or LogicGate, and (iii) without relieving Customer from its payment obligations under the Agreement up to the date of termination.

## 9. International Transfers

- 9.1. Transfers Generally. Personal Data will be processed in the United States or other regions, which may have data protection and data privacy laws different from those in Customer's jurisdiction.
- 9.2. EEA Transfers. Where Personal Data originating in the EEA is processed by LogicGate outside the EEA, in a territory that has not been designated by Customer's jurisdiction as ensuring an adequate level of protection pursuant to Data Protection Legislation, LogicGate and Customer agree that the transfer will be subject to the Model Contract Clauses, where Schedule 1 provides the necessary information for the Appendix of the Model Contract Clauses, or if the Model Contract Clauses are no longer available or valid, another mechanism compliant with Data Protection Legislation.
- 9.3. United Kingdom Provisions. Where Personal Data originating from the United Kingdom specifically is processed by LogicGate outside of the United Kingdom, in a territory that has not been designated by Customer's jurisdiction as ensuring an adequate level of protection pursuant to Data Protection Legislation, and to the extent such processing and transfer is subject to the Model Contract Clauses and Data Protection Legislation applicable in the United Kingdom ("UK Data Protection Legislation") the Parties agree that: (i) general and specific



references in the Model Contract Clauses to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 have the same meaning as the equivalent reference in UK Data Protection Legislation; (ii) references in the Model Contract Clauses to a “Member State” mean the United Kingdom and references to a “supervisory authority” shall mean the UK Information Commissioner’s Office; and (iii) any other obligation in the Model Contract Clauses determined by the Member State in which the data exporter is established refer to an equivalent obligation under UK Data Protection Legislation.

- 9.4. **Model Contract Clause Procedures.** Customer shall be deemed to have signed the Model Contract Clauses in its capacity of “data exporter” and LogicGate in its capacity as “data importer.” Module Two or Module Three of the Model Contract Clauses shall apply to the transfer depending on whether Customer is Data Controller of the Personal Data (for Module Two) or a Data Processor of the Personal Data on behalf of its customer (for Module Three). If Module Three applies, Customer hereby notifies LogicGate that it is a Processor and the instructions shall be as set forth in Section 3.3. For purposes of Clauses 17 and 18 of the Model Contract Clauses, the Parties select Portugal. Additional provisions applicable to Personal Data transferred pursuant to Model Contract Clauses are set forth in Schedule 2.
10. **Deletion / return of Personal Data.** Upon written request by Customer or within a reasonable time period after termination or expiry of the Agreement, LogicGate shall, at Customer's election, delete or make available to Customer in its then-current format, all relevant Personal Data (including copies) in LogicGate's possession. Upon Customer's written request, LogicGate shall provide Customer with a written statement confirming it acted in accordance with the foregoing. LogicGate may retain Personal Data to the extent that required by any applicable law or regulation or as necessary to comply with legal and/or pre-existing auditing procedures.
11. **California Consumer Privacy Act (“CCPA”).** Generally, LogicGate processes Personal Data as a service provider for customers, many of whom are organizations who have the direct relationship with individual end users using the Services. This means that, in addition to other exceptions under the CCPA that may apply (including for employees, contractors and business contacts), LogicGate's processing of Personal Data as a service provider may not involve a sale of personal information of a consumer.
12. **Miscellaneous**
- 12.1. Except as amended by this DPA, the Agreement will remain in full force and effect.
- 12.2. If there is a conflict between the Agreement and this DPA, the terms of this DPA will control. If there is a conflict between the DPA and a data transfer mechanism identified in Section 9.2, the terms of the data transfer mechanism will control.
- 12.3. Any claims brought under this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.
- 12.4. LogicGate may share and disclose Personal Data and other data of Customer in connection with, or during the negotiation of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of LogicGate's business by or to another company, including the transfer of contact information and data of customers, partners and end users.
- 12.5. The parties agree that the bundling of Customer's data exporters, for example, if Customer is comprised of multiple global affiliates, as Data Controllers within this DPA is undertaken for efficiency purposes (i.e., to avoid a multitude of different contract documents) and (i) shall result in legally separate DPAs between the respective Customer entity and LogicGate solely for purposes of addressing any such obligations under Data Protection Legislation; (ii) shall not create any new or different legal or other relationship whatsoever between the “bundled” Customer entities; (iii) does not create any additional rights or remedies for such bundled Customer entities; (iv) all processing instructions must be provided by the Customer entity that is signatory to the Agreement and LogicGate is not responsible for consolidating or evaluating the validity of instructions received from other Customer entities; (v) any commercial terms not provided by the DPA are provided by the Agreement regardless of whether the bundled Customer entities signed or were consulted regarding the terms of the Agreement; and (vi) any audits conducted in accordance with the DPA shall be conducted only by and through the Customer entity that is signatory to the Agreement.





## Schedule 1 Data Processing Appendix

### ANNEX 1

#### A. LIST OF PARTIES

##### **Data Exporter:**

Name: The data exporter is the entity identified as “Customer” in the DPA.  
 Address: as set forth in the Agreement.  
 Contact person: as set forth in the Notices provision in the Agreement.  
 Activities relevant to the data transferred under these Clauses: as set forth in the Agreement.  
 Signature and date: refer to DPA.  
 Role: Controller, except when processing data on behalf of another entity, in which case data exporter is a processor.

##### **Data Importer:**

Name: The data importer is the entity identified as “LogicGate” in the DPA.  
 Address: as set forth in the Agreement.  
 Contact person: as set forth in the Notices provision in the Agreement.  
 Activities relevant to the data transferred under these Clauses: as set forth in the Agreement.  
 Signature and date: refer to DPA.  
 Role: processor, or sub-processor if data exporter is a processor.

#### B. DESCRIPTION OF TRANSFER

**Categories of Data subjects whose personal data is transferred:** *End users* – individuals who interact with the Customer using the Service.

**Categories of personal data transferred:** Username, password, email address, IP address, device data, usage data, location data, and interactions with end users via the Service.

**Sensitive categories of data (if appropriate):** None. Please reference Section 6 of the Agreement for further information.

**The frequency of the transfer:** As set forth in the Agreement.

**Nature of the processing:** The processing activities defined in the DPA and the Agreement.

##### **Purposes of the data transfer and further Processing:**

- Personal Data will be transferred by or on behalf of the Customer to LogicGate for LogicGate to provide the Service.
- This Service consists of providing a software-as-a-service platform for the Customer to use to run their internal processes by collecting business-related information, automating workflow between end users, and reporting on status of the process.

Full details about the Service can be found at <https://www.logicgate.com/>

**The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:** As set forth in the DPA and the Agreement.

**For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:** As set forth in the DPA, this Appendix, and in the Agreement.

#### C. COMPETENT SUPERVISORY AUTHORITY

If Customer is established in an EU Member state, the competent supervisory authority shall be the supervisory authority applicable to the establishment location of Customer. If Customer is not established in an EU Member state, the competent supervisory authority shall be the supervisory authority located where Customer has appointed its EU Representative. If Customer is not established in an EU Member state and is not required to appoint an EU Representative, the competent supervisory authority shall be the supervisory authority applicable to the location of the Data Subject whose data is at issue.



**ANNEX II**

**Technical and organizational measures including technical and organizational measures to ensure the security of the data:**

**[UPDATE AS NECESSARY IF NOT USING LOGICGATE SSA WITH EXHIBIT A]** Refer to LogicGate Information Security Measures Addendum in Exhibit A of the Agreement.

**ANNEX III**

**List of LogicGate Sub-processors**

- Amazon Web Services
- Datadog, Inc.
- Pendo.io, Inc.
- Zendesk, Inc.



**SCHEDULE 2 – ADDITIONAL MODEL CONTRACT CLAUSE PROVISIONS  
BASED ON EUROPEAN DATA PROTECTION BOARD RECOMMENDATIONS 01/2020**

1. LogicGate shall, unless otherwise prohibited by law or a legally binding order of an applicable government body or agency, promptly notify Customer of any request for the disclosure of Personal Data by a governmental or regulatory body or law enforcement authority (including any Supervisory Authority) (“Disclosure Request”) and without responding to such request, unless otherwise required by applicable law (including to provide acknowledgement of receipt of the request). LogicGate will review applicable law to evaluate any Disclosure Request, for example the ability of the requesting authority to make the Disclosure Request, and to challenge the Disclosure Request if, after a careful assessment, it concludes that there are grounds under applicable law to do so. When challenging a Disclosure Request, LogicGate shall seek interim measures to suspend the effects of the Disclosure Request until an applicable court or other authority has decided on the merits. LogicGate shall not disclose Personal Data requested until required to do so under applicable law. LogicGate shall only provide the minimum amount of Personal Data permissible when responding to the Disclosure Request, based on a reasonable interpretation of the Disclosure Request. If the Disclosure Request is incompatible with the SCCs or other data transfer mechanism utilized in accordance with Section 9 in this DPA, LogicGate will so notify the requesting authority and, if permitted by applicable law, notify the competent EEA government authority with jurisdiction over the Personal Data subject to the Disclosure Request. LogicGate will maintain a record of Disclosure Requests and its evaluation, response, and handling of the requests. LogicGate will provide Customer with such records relevant to Personal Data except as prohibited by applicable law or legal process or in the interest in protecting LogicGate’s legal rights in connection with threatened, pending, or current litigation.
2. LogicGate has not purposefully created “back doors” or similar programming in its systems that provide Services that could be used to access the systems and/or Personal Data, nor has LogicGate purposefully created or changed its business processes in a manner that facilitates access to Personal Data or its systems that provide the Services. To the best of LogicGate’s knowledge, United States Data Protection Legislation does not require LogicGate to create or maintain “back doors” or to facilitate access to Personal Data or systems that provide Services or for LogicGate to possess or provide the encryption key in connection with a United States Disclosure Request.
3. LogicGate shall use reasonable efforts to assist Customer and its Data Subjects, as instructed by Customer (in accordance with Section 4 of the DPA), regarding Disclosure Requests, unless prohibited by applicable law, provided LogicGate shall not be required to provide Customer or Data Subjects with legal advice.
4. LogicGate has established an internal procedure regarding handling of Disclosure Requests and applicable transfers of Personal Data of customers. LogicGate has procedures for applicable personnel to receive, as appropriate, information regarding applicable transfers of Personal Data, where such information may include an explanation of the necessity of the transfer and any data protection safeguards in scope.
5. In the event LogicGate receives a request to voluntarily disclose unencrypted Personal Data to a government authority, LogicGate will use reasonable efforts to first obtain Customer’s consent, either on its behalf or on behalf of the relevant Data Subject.