

INCIDENT IQ (iiQ) CLOUD SERVICES MASTER SUBSCRIPTION AGREEMENT (MSA)

THIS DOCUMENT GOVERNS YOUR ACQUISITION AND USE OF iiQ's CLOUD SERVICES.

THIS DOCUMENT APPLIES TO ALL AGREEMENTS ENTERED INTO ON AND AFTER NOVEMBER 1, 2024; AGREEMENTS PREDATING THIS AGREEMENT SHALL BE GOVERNED BY THE TERMS APPLICABLE AT THE DATE OF EXECUTION.

YOU ACCEPT THE TERMS OF THIS MSA BY EXECUTING AN ORDER FORM AND/OR AGREEMENT AND/OR SUBMITTING A PURCHASE ORDER THAT DIRECTLY OR INDIRECTLY REFERENCES THIS DOCUMENT.

IF YOU ARE ENTERING INTO AN AGREEMENT ON BEHALF OF A SEPARATE LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE CLOUD SERVICES.

1 DEFINITIONS

1.1 "Acceptable Use Policy" or "AUP" is defined in Section 2.

1.2 "Agreement" means this Master Subscription Agreement.

1.3 "Beta" means Cloud Services or functionality that may be made available to Customer to try at its option at no additional charge. which is clearly designated as "beta," "pilot," "limited release," "developer preview," "non-production," "pre-production," "evaluation," or by a similar description, and is subject to the terms of the "Beta Services/Software Addendum."

1.4 "Cloud Services" means products using Our proprietary cloud service, ("Incident IQ Platform" or "iiQ Platform" or "Platform") and any related offerings, as identified in the relevant Order and as modified from time to time. The Cloud Service includes Our Software and Documentation but not Professional Services deliverables or Third-Party Content.

1.5 "Content" means information obtained by Incident IQ from publicly

available sources or third-party content providers and made available to You through the Cloud Services or pursuant to an Order Form.

1.6 “Confidential Information” means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which (a) the discloser identifies to recipient as “confidential” or “proprietary” or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure.

1.6.1 Our Confidential Information includes:

1.6.1.1 technical or performance information (including Service Analyses),

1.6.1.2 trade secret(s) as defined under applicable state and/or federal law and regulations,

1.6.1.3 Usage Data;

1.6.1.4 Feedback; and/or

1.6.1.5 any sensitive information about the Cloud Service, including offered via Beta.

1.6.2 Customer’s Confidential Information includes Customer Data.

1.7 “Customer” means the party purchasing Cloud Services from Us.

1.8 “Customer Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

1.9 “Customer Data” means any data, content or materials that a Customer (including its Users and any other interested stakeholders) and/or its authorized User(s) uploads into, enters into, or submits to its Cloud Service accounts, including from Third-Party Platforms.

1.10 “Customer Materials” means materials and resources that Customer makes available to Us in connection with Professional Services.

1.11 “Documentation” means Our standard usage documentation for the Cloud Services.

1.12 “Effective Date” means the first day that Customer has access to the Cloud Services purchased with an Order Form.

- 1.13 “Feedback” means any information provided by You to Incident IQ regarding an existing or potential future product, service, or other performance provided by or sought from Incident IQ.
- 1.14 “Force Majeure” means an unforeseen event beyond a party’s reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, third-party Internet or utility failure, refusal of government license or natural disaster, where the affected party takes reasonable and customary measures to avoid or mitigate such event’s effects.
- 1.15 “Laws” means all laws, regulations, rules, court orders or other binding requirements of a governmental authority that apply to a party.
- 1.16 “Order Form” means an ordering document or online order specifying the Cloud Services and related services to be provided by Us under the terms of this Master Subscription Agreement (MSA), including any addenda and supplements thereto. Typically includes a purchase order submitted by You in response to a price quotation (“quote”) provided by Us or a third party authorized by Us to resell the Cloud Services. The purchase order and the quote together constitute an “Order Form” for the purposes of any relevant Agreement.
- 1.17 “Personal Data” means Customer Data relating to an identified or identifiable natural person.
- 1.18 “Protected Student Information” means “Student Personally Identifiable Information” or “Student Education Records,” within the meaning of the Family Educational Rights and Privacy Act (FERPA) of 1974 and its related provisions under the Code of Federal Regulations, as well as any applicable related state or local laws or regulations
- 1.19 “Professional Services” means any training, data migration or other professional services that We furnish to You related to the Cloud Services.
- 1.20 “Renewal” is the process by which the Services Period of certain Cloud Services under an Order Form is extended for an additional Services Period beyond the initial term, unless such Cloud Services are otherwise terminated in accordance with the terms of the Order Form or this Agreement. Your Order Form defines which Cloud Services are eligible for Renewal as well as any terms applicable to any such renewal.
- 1.21 “Services Analysis” or “Services Analyses” refers to our analysis (analyses) of Usage Data for security and operations management, to create statistical analyses, and/or for research and development

purposes;

1.22 “Services Period” refers to the period of time for which You ordered the Cloud Services as specified in any Order Form.

1.23 “Statement of Work” means a statement of work for Professional Services that is executed by the parties and references this Agreement.

1.24 “Support” means support provided by Us to Customers for the onboarding and use of the Cloud Services, as governed by the [Support Policy](#).

1.25 “Support Policy” is defined in [Support Policy](#).

1.26 “Suspension Event” means (a) Customer’s account is 30 days or more overdue for renewal and/or payment, (b) Customer is in breach of AUP, and/or (c) Customer’s use of the Cloud Service risks material harm to the Cloud Service or others.

1.27 “Third-Party Claim” means a claim, action, allegation, or other dispute described in [Defense & Indemnification](#) brought by a person, entity, or other party that is: (a) not a contracting party to this Agreement or an Order governed by this Agreement; or (b) is an Affiliate of a contracting party to this Agreement (except in the case of a Customer Affiliate that enters into a contract or Order directly with Us and such Order is governed by this Agreement).

1.28 “Third-Party Content” means all text, files, images, graphics, charts, tables, illustrations, information, applications, products, services, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third-party sources outside of Incident IQ and made available to You through, within, or in conjunction with Your use of, the Cloud Service.

1.29 “Usage Data” means Our technical logs, data and learnings about Your use of the Cloud Service, including, but not limited to, the number of reports run, the frequency of User log-ins, location of User log-ins, and User behavioral data, such as the types of searches run and features heavily used).

1.30 “User” means those employees, contractors, students, parents, staff, and/or end users, as applicable, authorized by You to use the Cloud Services in accordance with this Agreement and/or Your Order Form.

1.31 “We,” “Us” or “Our” means Incident IQ, LLC.

1.32 “You” or “Your” means the legal entity for which you are accepting this Agreement.

2 ACCEPTABLE USE POLICY (AUP):

2.1 You will be responsible for:

- 2.1.1 Users’ compliance with this Agreement and applicable Order Forms, the accuracy, quality and legality of Your Data and the means by which You acquired Your Data;
- 2.1.2 using commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Services and Content,
- 2.1.3 notifying Us promptly of any such unauthorized access or use;
- 2.1.4 using the Cloud Services and Content only in accordance with this Agreement, Order Forms, and applicable laws and government regulations, including, but not limited to, Children’s Online Privacy Protection (COPPA);
- 2.1.5 complying with terms of service of any Third-Party Content with which You use the Cloud Services.

2.2 You will not:

- 2.2.1 make the Cloud Services or Content available to, or use the Cloud Services or Content for the benefit of, anyone other than You or authorized Users;
- 2.2.2 sell, resell, license, sublicense, distribute, make available, rent or lease the Cloud Services or Content;
- 2.2.3 use the Cloud Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- 2.2.4 Use the Cloud Services in a manner that violates applicable U.S. export compliance and/or sanctions regulations;

- 2.2.5 interfere with or disrupt the integrity or performance of the Cloud Services or third-party data contained therein;
 - 2.2.6 attempt to gain unauthorized access to the Cloud Services or Content or its related systems or networks;
 - 2.2.7 permit direct or indirect access to or use of the Cloud Services or Content in a way that circumvents a contractual usage limit, or use any of the Cloud Services to access or use any of Our intellectual property except as permitted under this Agreement or an Order Form;
 - 2.2.8 copy, reverse engineer, or attempt to reverse engineer the Cloud Services or any part, feature, function or user interface thereof;
 - 2.2.9 assist or advise any competitor in their attempts to engineer, reverse engineer, or otherwise copy the Cloud Services or any part, feature, function, or user interface thereof;
 - 2.2.10 copy Content except as permitted by Us in a written agreement;
 - 2.2.11 access the Cloud Services or Content in order to build a competitive product or service or to benchmark with a Non-Incident IQ product or service;
 - 2.2.12 otherwise misuse the Platform in any way contrary with the letter and intent of this Agreement or inconsistent with governing law and/or regulations;
 - 2.2.13 permit users under the age of 13 to use Incident IQ without ensuring all requirements and regulations under COPPA and related state/local regulations are strictly adhered to.
- 2.3 Any use of the Cloud Services in breach of this Agreement or applicable Order Form by You or Users, that in Our judgment threatens the security, integrity or availability of Our services, may result in immediate suspension of the Cloud Services and/or termination of the Subscription; however, We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.
- 2.4 You agree to accept all patches, bug fixes, updates, maintenance and

service packs (collectively, “Patches”) necessary for the proper function and security of the Cloud Services. Except for emergency or security-related maintenance activities, We will notify You of the scheduling of application of Patches, where possible.

3 INCIDENT IQ RIGHTS AND RESPONSIBILITIES

3.1 We will:

- 3.1.1 make all commercially reasonable efforts to provide the Cloud Services and Content available to You pursuant to this Agreement and the applicable Order Form;
- 3.1.2 provide applicable support for the Cloud Services as outlined in our [Support Policy](#) at no additional charge following completion of onboarding;
- 3.1.3 use commercially reasonable efforts to make the online Cloud Services available 24 hours a day, 7 days a week, except for:
 - 3.1.3.1 planned downtime (of which We shall give reasonable advance electronic notice), and
 - 3.1.3.2 any unavailability caused by force majeure.

3.2 We may:

- 3.2.1 Monitor, observe, compile, store, and/or analyze statistical and other information related to the performance, operation, and use of the Cloud Services;
- 3.2.2 Perform Service Analyses;
- 3.2.3 Make Service Analyses publicly available; however, Service Analyses will not incorporate Your Data in a form that could serve to identify You or any individual. We retain all intellectual property rights in Service Analyses.
- 3.2.4 From time to time, make Beta Services/Software available to You at no charge. You may choose to try such Beta Services/Software or not in Your sole discretion after our approval. Any use of Beta Services is subject to the Beta Services/Software Addendum available at <https://www.incidentiq.com/legal>;

4 Intellectual Property

- 4.1 Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Our express rights in this Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer Data and Customer Materials provided to Us.
- 4.2 Except for Customer's express rights in this Agreement, as between the parties, We retain all intellectual property and other rights in the Cloud Services, deliverables and related technology (including, but not limited to, all underlying software, source code, design, modules, organization, format, algorithm, and other technology), and all modifications or enhancements thereto and derivatives thereof.
- 4.3 We may use any "Feedback" from You or Your Users regarding improvement or operation of the Cloud Services, Support or Professional Services without restriction or obligation.
- 4.4 "Feedback" is provided "AS IS" and We will not publicly identify You as the source of feedback without Your permission.
- 4.5 We will not treat as confidential any "Feedback" You provide to Us, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Our right to use, profit from, develop, disclose, publish, keep secret, or otherwise exploit "Feedback," without compensating or crediting You.
- 4.6 "Feedback" will not be considered Customer's Confidential Information, intellectual property, or its trade secret. Once received by Us, such "Feedback" becomes Our Confidential Information, Intellectual Property, and/or trade secret.
- 4.7 You grant to Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our services any suggestion, enhancement request, recommendation, correction or other "Feedback" provided by You or Users relating to the operation of Our services.

5 SAFEGUARDS FOR YOUR DATA.

- 5.1 Subject to this Agreement, We will access and use Your Data solely to provide, develop, enhance, and maintain the Cloud Services, Support, and Professional Services under this Agreement. Such use includes sharing Your Data as You direct through the Cloud Services, but We will not otherwise disclose Customer Data to third-parties except as permitted in this Agreement, or otherwise required by law.

5.2 We will implement and maintain reasonable Security Measures that:

5.2.1 Are consistent with all federal, state, and local law and regulations;

5.2.2 Will use appropriate and reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of Customer Data.

5.2.3 Will be audited by an external auditor, at Our expense and no less frequently than annually, to verify the adequacy of Our control measures according to SOC 2 standards and/or such other similar standards that are substantially equivalent to such control standards. Such audit will result in the generation of an audit report;

5.2.3.1 Such audit reports will be deemed Our Confidential Information, and

5.2.3.2 Such audit reports may be made available to You upon your request to legal@incidentiq.com and execution of a separate non-disclosure agreement provided by us. This provision does not constitute an entitlement by You to any such audit report.

5.3 Any release of such audit reports are at our sole discretion. We may provide any reason or no reason at all for deciding to disclose or not disclose an audit report.

5.4 For any of Your Data residing in the Cloud Services environment and identified by You or Your Users or the law as “Protected Student Information,” We will undertake the following measures with respect to such data:

5.4.1 Only collect, process and store such Protected Student Information as is necessary to provide the cloud services under this Agreement;

5.4.2 Under no circumstances will We use such information to market or advertise to students or their family members or legal guardians, or otherwise use such information to inform, influence or enable marketing, advertising or other commercial efforts by a third party directed at students, their family members, or legal guardians;

- 5.4.3 Shall not change how Protected Student Information is collected, maintained, used or disclosed under the terms of the Agreement, without advance notice to and prior written consent from You.
- 5.5 Upon notice of a request for a copy of certain Protected Student Information in Our possession from You or a Person authorized under federal, state, and/or local law and regulations, we will ensure that:
 - 5.5.1 A complete and readable digital copy of the requested Protected Student Information in Our possession is delivered to You within 30 days (or the maximum time permitted under law, whichever is greater) of our receipt of Your request;
 - 5.5.2 Upon delivery of the copy to a Person authorized under federal, state, and/or local law and regulations, we will notify You of such disclosure if permitted by law. Such notification will be within the timeframe outlined in 5.4.1 above.
 - 5.5.3 Such notice under 5.4 must be submitted to legal@incidentiq.com to constitute “notice” under section 5.4.
- 5.6 Upon notice of a request from You that certain Protected Student Information be deleted, we will:
 - 5.6.1 permanently destroy (i.e., undertake a nonrecoverable deletion process in accordance with Department of Defense standard 5220.22-M) all copies of the Protected Student Information identified for deletion by You held by Us or any of Our agents, or subcontractors ; and
 - 5.6.2 Within 30 days of Your notice, we will deliver a written confirmation to You certifying that the permanent destruction of the requested Protected Student Information has been accomplished. Upon delivery of such written confirmation of deletion, you must provide notice to Us of Your receipt and understanding of said notice confirming deletion made at Your request.

- 5.6.3 Such notice under 5.5 must be submitted to legal@incidentiq.com to constitute “notice” under section 5.5
- 5.7 Regardless of whether we receive any request, we shall delete or otherwise destroy all of Your Protected Student Information, using the methods described above, following expiration of a 60-day period after termination of this Agreement.
- 5.8 We will operate the Cloud Services and collect, process and store Protected Student Information in accordance with NIST data security standards and current industry best practices, and maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of Protected Student Information, and prevent unauthorized access, disclosure and use.
- 5.9 We will never use Protected Student Information that we acquire through Your use of the Cloud Services for any commercial purposes, except as part of a “corporate action” (i.e., purchase, sale, merger, or other type of acquisition), if so permitted by law.
- 5.9.1 We will notify you if such a “corporate action” occurs. In such a case, we warrant any successor entity shall be contractually obligated to comply with the terms of this Agreement related to the treatment of Protected Student Information, as well as all other applicable legal requirements governing the use, disclosure, and security of the previously acquired Protected Student Information.
- 5.10 In the event of any security incident (including any actual or suspected data breach) that affects Your Data, we will follow our Information Security Policy. Unless specified in Your Order Form, or otherwise required by law, We will notify you at a time and in a manner consistent with reasonable industry standards if we detect or suspect a security incident affecting Your data occurs.

6 SUBSCRIPTION TERMS

- 6.1 Unless otherwise provided in the applicable Order Form and/or any other addenda/supplements, each Subscription Term will last for an initial 12-month period.
- 6.1.1 Suspension Event: we also reserve the right to limit or otherwise suspend access to all services that have not been paid for after the lapse of a Subscription Term.

- 6.2 Such Term starts on the “Effective Date” and continues until the end of the Subscription Term, unless sooner terminated in accordance with these terms. If no Subscription Term is in effect, either party may terminate this Agreement for any or no reason with notice to the other party.
- 6.3 Additional offerings and/or subscriptions may be added during a subscription term, and will be prorated for the portion of that original subscription term remaining at the time the subscriptions are added. Unless otherwise indicated on an Order Form or similar document, any products/services added during a subscription will terminate on the same date as the preceding, underlying subscriptions.

7 FEES & PAYMENTS

- 7.1 All fees payable to Incident IQ are due within 30 days from the invoice date or as otherwise outlined in the Order Form.
- 7.2 Late payments are subject to a charge of 1.5% per month, or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-refundable except as expressly set out in this Agreement.
- 7.3 You will pay any sales, value-added or other similar taxes imposed by applicable law that Incident IQ must pay based on the Cloud Services You ordered, except for taxes based on Incident IQ’s income.
- 7.4 If You dispute an invoice in good faith, You will notify Us within the Payment Period and the parties will seek to resolve the dispute over a 15-day discussion period. You are not required to pay disputed amounts during the discussion period, but will timely pay all undisputed amounts. After the discussion period, either party may pursue any available remedies.
- 7.4.1 Any such notification of dispute under 7.4 must be sent to accounting@incidentiq.com.

8 NON-INCIDENT IQ PROVIDERS

- 8.1 We or third-parties may make available Third-Party Content. Incident IQ does not control and is not responsible for any such Third-Party Content accessible from or provided through the Cloud Services, and You bear all risks associated with any such access and use. Any Third-Party Content made accessible by Incident IQ in or through the Cloud Services is provided on an “as-is” and “as available” basis without any warranty of

any kind.

- 8.2 If You choose to utilize any Third-Party Content, You grant Us permission to allow the relevant provider of such Third-Party Content to access Your Data as required for the interoperation of that Third-Party Content with the Cloud Services. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by such Third-Party Content or its provider.

9 CONFIDENTIALITY

- 9.1 By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement or in order to comply with any governing law or binding court order.
- 9.2 Confidential information shall be limited to Your Data residing in the Cloud Services, and all information identified as confidential at the time of disclosure.
- 9.3 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party. Provided, however, Student Education Records shall never not be deemed Confidential Information.
- 9.4 We each agree not to disclose each other's Confidential Information to any third-party other than as set forth in the following sentence for a period of three (3) years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, We will hold Your Confidential Information that resides within the Cloud Services in confidence for as long as such information resides in the Cloud Services.
- 9.5 We each may disclose Confidential Information only to those employees, agents or subcontractors who have a demonstrated need to know. Such recipients are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement.

- 9.5.1 Incident IQ will protect the confidentiality of Your Data residing in the Cloud Services in accordance with the Incident IQ security practices defined as part of Your Order Forms.
- 9.5.2 In addition, Your Data will be treated in accordance with the terms outlined above. Nothing shall prevent either party from disclosing Confidential Information as required by law.
- 9.6 In performing the Cloud Services, We will comply with the Incident IQ Privacy Policy, (available at <https://www.incidentiq.com/privacy-policy>) and incorporated herein by reference, as well as any additional requirements contained in applicable Order Forms or other documents.
 - 9.6.1 The Incident IQ Privacy Policy is subject to change at Our discretion; however, policy changes will not result in a material reduction in the level of protection provided for Your Data during the Services Period described in Your Order Form.
- 9.7 We will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the purchased Cloud Services and prevent or address service or technical problems, (b) as compelled by law, or (c) as You expressly permit in writing.

10 TERMINATION

- 10.1 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement or an applicable Order Form.
 - 10.1.1 In the event we terminate for cause under 10.1 and you have not yet paid, You agree we have the right to immediately collect all sums due from You between the date of termination under 10.1 and the first day of the subscription.
 - 10.1.2 In the event we terminate for cause under 10.1 after payment, we have full discretion on whether we will refund, whether in whole or in part, the balance of any payments made by You between the date of termination under 10.1 and the last day of the subscription.

10.2 We reserve the right to suspend services and/or terminate any agreement at any time if we reasonably determine that continued service could adversely affect the platform's continued functionality and/or reputation. Such termination determination would be made, if at all, upon ninety (90) days' notice.

10.3 We reserve the right to suspend services and/or terminate any agreement at any time if we reasonably determine that You have violated the Acceptable Use Policy outlined above.

10.4 We reserve the right to suspend services and/or terminate any agreement at any time if we reasonably determine that You have violated the applicable terms of confidentiality.

10.5 You must pay in full for the Cloud Services up to and including the last day on which the Cloud Services are provided.

10.5.1 In the event we terminate under 10.2, 10.3, and/or 10.4, and you have not yet paid, You agree we have the right to immediately collect all sums due from You between the date of termination following the notice periods under 10.2, 10.3, and/or 10.4 and the first day of the subscription.

10.5.2 In the event we terminate under 10.2, 10.3, and/or 10.4 after payment, we will refund you the balance of any payments made by You between the date of termination and the last day of the subscription, less any additional reasonable costs we incur in remediating your breach.

10.6 Termination for Non-Appropriation: The Parties acknowledge and agree that if Customer is subject to legal requirements that prevent it from committing to the payment of funds beyond its current fiscal year, and if funds are not allocated for the Cloud Services captured in an applicable Quote, Order Form, or Agreement that are the subject of this Agreement following the commencement of any succeeding fiscal year, then the Parties agree that the Quote, Order Form, or Agreement will terminate and Customer will have no liability for any charges, fees, or penalties at the end of its last fiscal period for which funds were appropriated. Customer will be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. Customer will give Incident IQ written notice that funds have not been appropriated (a) immediately after Customer receives notice of such non-appropriation; and (b) at least thirty (30) days prior to the effective date of such termination. Customer will not utilize this clause as a right to terminate any Quote nor this Agreement for convenience. Incident IQ reserves the

right to seek documentation evidencing such non- appropriation of funds.

10.7 All aspects of this Agreement which by their nature should survive termination will survive termination, including, but not limited to, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

11 WARRANTIES, REMEDIES AND DISCLAIMERS

11.1 Incident IQ warrants that it will make all reasonable efforts to perform the Cloud Services in all material respects as described in Your Order Form. If the Cloud Services provided to You were not performed as warranted, You must promptly provide written notice to Incident IQ in the manner outlined in Section 5.4 describing the purported deficiency.

11.2 Incident IQ does not guarantee that:

11.2.1 The services will be performed error-free or uninterrupted, or that Incident IQ will correct all services errors;

11.2.2 The services will operate in combination with your content or your applications, or with any other hardware, software, systems or data not provided by Incident IQ, and the Cloud Services will meet your requirements, specifications or expectations.

11.3 You acknowledge that Incident IQ does not control the transfer of data over communications facilities, including the internet, and that the cloud services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

11.4 Neither party shall be responsible for any delays, delivery failures, or other damage resulting from such problems.

11.5 Incident IQ is not responsible for:

11.5.1 any issues related to the performance, operation or security of the cloud services that arise from your data or third-party content;

11.5.2 Any representation or warranty regarding the reliability, accuracy, completeness, correctness, or usefulness of third-party content, and disclaims all liabilities arising from or related to third party content is true.

11.6 For any breach of the Cloud Services warranty, Your exclusive remedy, and Incident IQ's entire liability, shall be the correction of the deficient Cloud Services that caused the breach of warranty, or, if Incident IQ cannot substantially correct the deficiency in a commercially reasonable manner, You may end the Subscription, and Incident IQ will refund to you the fees for the terminated services that you pre-paid to Incident IQ for the period following the effective date of termination, in a manner consistent with 10.5 above.

11.7 To the extent not prohibited by law, these warranties are exclusive and there are no other express or implied warranties or conditions including for software, hardware, systems, networks or environments or for merchantability, satisfactory quality and fitness for a particular purpose.

12 LIMITATION OF LIABILITY

12.1 To the maximum extent permitted by law, each party's entire liability arising out of or related to this Agreement will not exceed the amounts paid or payable by You to Us over the preceding twelve (12) months under this Agreement immediately preceding the first incident giving rise to liability.

12.2 Neither party will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance or consequential damages or damages for loss of use, lost profits or interruption of operations, even if informed of their possibility in advance.

12.3 The waivers and limitations in this Section apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

13 DEFENSE & INDEMNIFICATION

13.1 We will defend You and Your employees and trustees (hereinafter and for purposes of this Section, collectively referred to as "You") against any claim, demand, suit or proceeding made or brought against You by a third-party alleging that the Cloud Services infringe or misappropriate such third-party's intellectual property rights (a "Claim Against You"), and will indemnify and hold harmless You from any damages, attorney fees and costs ultimately awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You.

13.2 In order to receive the benefit of this indemnification, you must:

- 13.2.1 promptly give Us written notice of the Claim Against You via email to legal@incidentiq.com;
 - 13.2.2 give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability); and
 - 13.2.3 give Us all reasonable assistance.
- 13.3 If We receive information about an infringement or misappropriation claim related to the Cloud Services, We shall, in Our discretion and at no cost to You:
- 13.3.1 modify the Cloud Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties described above; or
 - 13.3.2 terminate Your subscriptions for the Cloud Services upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions, consistent with 10.5 above.
- 13.4 The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, Third-Party Content or Your use of the Cloud Services in violation of this Agreement or applicable Order Forms; provided such Claim Against You would not have arisen but for Your use in violation of this Agreement or applicable Order Forms.
- 13.5 **Unless otherwise prohibited by state law and/or local regulations,** You will defend and indemnify Us against any claim, demand, suit or proceeding made or brought against Us by a third-party alleging that any of Your Data infringe or misappropriate such third-party's intellectual property rights, or arising from Your use of the Cloud Services or Content in violation of the Agreement, Order Forms or applicable law (each a "Claim Against Us"), and You will indemnify Us from any damages, attorney fees and costs ultimately awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

13.6 This Section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

14 MISCELLANEOUS PROVISIONS

14.1 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

14.2 No Waiver. A waiver of any breach of this Agreement is not deemed a waiver of any other breach.

14.3 Notices. All notices will be in writing, transmitted via certified or registered mail, postage prepaid, and delivered to the address set forth in Your Order Form. Notices may also be transmitted via e-mail and delivered to the addresses set forth in the Order Form. Notices from You to Incident IQ sent via email must be sent to legal@incidentiq.com to constitute proper notification.

14.4 Force Majeure. Neither party is liable for a delay or failure to perform this Agreement due to a Force Majeure. If a Force Majeure materially adversely affects the Cloud Service for 15 or more consecutive days, either party may terminate the affected Order(s) upon notice to the other and We will refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. However, this Section does not limit Customer's obligations to pay fees owed.

14.5 Assignment. Neither party may, without the prior written consent of the other party, assign or transfer this Agreement (or any of its rights or obligations) to any other party, except We may assign Our interests as required under any potential corporate action (i.e., acquisition, sale, merger, etc.). In the event of such a corporate action, We warrant that any successor entity will agree to abide by the terms of this agreement for the remainder of any applicable subscription term.

14.6 Relationship of the Parties. The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by this Agreement.

14.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. For clarification, even though an employee of a Customer Affiliate may be a User under this Agreement, Customer Affiliates may not bring a claim against Us arising from, based on, or under this Agreement unless such Customer Affiliate has entered into its

own Order directly with Us.

14.8 Governing Law. **Unless prohibited by state law and/or local regulation**, this Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the State of Georgia, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Fulton County, Georgia or the Federal Court of the Northern District of Georgia. Either party must initiate a cause of action for any claim(s) relating to this Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

14.9 Entire Agreement. This Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a uniform resource locator or referenced policy), together with the applicable Order Form and accompanying Exhibits, is the complete agreement for the Cloud Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Cloud Services.

SUPPORT POLICY FOR CLOUD SERVICES

This Support Policy for Cloud Services (“Policy”) sets forth the Support Services identified in Your applicable Order Form. The Services are governed by and subject to the terms and conditions specified in the Master Subscription Agreement and applicable Order Form signed by You (collectively the “Agreement”).

1. Support Tiers

a) Tier One Support for Users.

- I. Incident IQ Help Center. All of Your Users may access to written help documentation and video tutorials via the Cloud Services help center located at <https://help.incidentiq.com>, and through Incident IQ Academy at <learn.incidentiq.com>.
- II. Support Request within Cloud Services Environment. All of Your Users may submit an “Incident IQ Help Ticket” using the Cloud Services. These requests first route to Your Administrator Users for resolution. If necessary, Your Administrator Users may forward the request within the Cloud Services environment to the Incident IQ product support team.

b) Tier Two Support for Users.

- I. Your Administrator Users can escalate other User help requests within the Cloud Services to the Cloud Services product support team or make such requests to the product support team directly.
- II. Your Administrator Users also may access toll-free telephone support (866-899-9169) and email support (support@incidentiq.com) from the product support team during ordinary business hours (Monday through Friday, 8AM to 8PM Eastern Standard Time, excluding holidays).

2. Response Time Service Level

The Cloud Services product support team will strive to respond to support requests from Your Administrator Users within one (1) business day.