MASTER SUBSCRIPTION AGREEMENT

Released May 7, 2018

This agreement governs your acquisition and use of our services.

By accepting this Agreement, either by signing indicating your acceptance or by executing an Invoice that references this agreement, you agree to the terms of this agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "you" or "your" shall refer to Customer and its affiliates. 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 services.

This Agreement is effective between Bpm'online and Customer as of the date Customer accepts this Agreement.

If you register for a free trial for our services or for free services, the applicable provisions of this agreement will also govern that free trial or those free services. By accepting this agreement, by clicking a box indicating your acceptance; by executing an order form that references this agreement; or, for free services, by using such services, you agree to the terms of this agreement.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement.

"Bpm'online" means a legal entity specified in the Section 13.1 of the Agreement.

"**Documentation**" means Bpm'online's user guides, documentation, and help and training materials, as updated from time to time, accessible via bpmonline.com or login to the applicable Service.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Non-Bpm'online Applications" means a Web-based or offline software application that is provided by Customer or a third party and interoperates with a Service, including, for example, an application that is developed by or for Customer.

"Invoice" means an ordering and payment document specifying the Services to be provided hereunder that is entered into between Customer and Bpm'online, including any addenda and supplements thereto.

"Purchased Services" means Services that Customer purchases under an Invoice.

"Free Services" means Services that Bpm'online makes available to You free of charge. Free Services exclude Services offered as a free trial and Purchased Services. Free trial is specified in Free Trial Annex.

"Authorized Person" means a competent representative of the Party responsible execution, reconciliation and approval invoices for rendering the services under the Agreement.

"Business Day" means a business hours from 9:00 AM through 6:00 PM from Monday to Friday, excluding state holidays and weekends in accordance with applicable law.

"Cloud Services" means any online, web-based services and associated offline components as described in the Documentation made available by Bpm'online to Customer. "Services" exclude Non-Bpm'online Applications.

"Authorized User" means an individual who is authorized by Customer to use a Cloud Service or Software, for whom Customer has ordered the Cloud Service or Software, and to whom Customer (or Bpm'online at Customer's request) has supplied a user identification and password. Authorized Users may include, for example, Customer's employees, consultants, contractors and agents, and third parties with which Customer transacts business.

"**Customer's Data**" means electronic data and information submitted by or for Customer to the Purchased Services or collected and processed by or for Customer using the Purchased Services, excluding Non-Bpm'online Applications.

2. RESPONSIBILITIES OF BPM'ONLINE

2.1. Provision of Purchased Cloud Services. Bpm'online will (a) make the Cloud Services available to Customer pursuant to this Agreement and the applicable Invoices, (b) provide appropriate purchased technical support level for the Purchased Cloud Services to Customer according to relevant Annex, and (c) use commercially reasonable efforts to make the online Purchased Cloud Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (from 10 p.m. to 7 a.m. during business days and from 8 p.m. to 7 a.m. during weekends), and (ii) any unavailability caused by circumstances beyond reasonable control of Bpm'online, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving employees of Bpm'online); Internet service provider and/or any data center failure or delay, Non-Bpm'online Application, or denial of service attack; Time

associated with troubleshooting problems that arose as a result of actions/omissions of the Customer; Time after the provision of advice by the Bpm'online to eliminate the causes of unavailability, if the Customer has not implemented these recommendations; Insignificant periods of unavailability lasting no more than ten (10) minute. If the Cloud Services is not available for more than 44 hours during one calendar year except for above mentioned exceptions, the time of availability is proportionally extended. If Cloud Services is not available, the Customer should immediately notify Bpm'online at support@bpmonline.com. Downtime is calculated only upon notification.

2.2. Protection of Customer's Data. Bpm'online will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer's Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer's Data by personnel of Bpm'online except (a) to provide the Purchased Cloud Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 8.3 (Compelled Disclosure) below, or (c) as Customer expressly permits in writing.

3. USE OF SERVICES

3.1 Subscriptions. Unless otherwise provided in the applicable Invoice, (a) Services are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

3.2 Usage Limits. Services are subject to usage limits, including the quantities specified in Invoices. Unless otherwise specified, (a) a quantity in an Invoice refers to Authorized Users, and the Service may not be accessed by more than that number of Authorized Users, (b) an Authorized User's password may not be shared with any other individual, and (c) an Authorized User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service. If Customer exceeds a contractual usage limit, Bpm'online may cooperate with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Bpm'online's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Invoice for additional quantities of the applicable Services promptly upon request of Bpm'online, and/or pay any invoice for excess usage in accordance with Section 5.2 (Invoicing and Payment).

3.3 Responsibilities of Customer. Customer will (a) be responsible for Authorized Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer's Data and the means by which Customer acquired its Data, (c) use commercially

reasonable efforts to prevent unauthorized access to or use of Services, and notify Bpm'online promptly of any such unauthorized access or use, (d) use Services a only in accordance with the Documentation and applicable laws and government regulations, and (e) comply with terms of service of Non-Bpm'online Applications with which Customer uses Services.

3.4 Usage Restrictions. Customer will not (a) make any Service available to, or use any Service for the benefit of, anyone other than Customer or Authorized Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Service, other than framing on its own intranets or otherwise for Customer own internal business purposes or as permitted in the Documentation, (j) access any Service in order to build a competitive product or service, or (I) reverse engineer any Service (to the extent such restriction is permitted by law).

4. NON-BPM'ONLINE PROVIDERS

4.1. Bpm'online Applications and Customer's Data. If Customer installs or enables a Non-Bpm'online Application for use with a Service, Customer grants Bpm'online permission to allow the provider of that Non-Bpm'online Application to access Customer's Data as required for the interoperation of that Non-Bpm'online Application with the Service. Bpm'online is not responsible for any disclosure, modification or deletion of Customer's Data resulting from access by a Non-Bpm'online Application.

4.2. Integration with Non-Bpm'online Applications. The Services may contain features designed to interoperate with Non-Bpm'online Applications. To use such features, Customer may be required to obtain access to Non-Bpm'online Applications from their providers, and may be required to grant Bpm'online access to Customer's account(s) on the Non-Bpm'online Applications. If the provider of a Non-Bpm'online Application ceases to make the Non-Bpm'online Application unavailable for interoperation with the corresponding Service features on reasonable terms, Bpm'online may cease providing those Service features without entitling Customer to any refund, credit, or other compensation.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. Customer will pay all fees specified in Invoices. Except as otherwise specified herein or in an Invoice, (i) fees are based on Services and purchased and not actual usage, (ii)

payment obligations are irrevocable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

5.2. *Payment.* Unless otherwise stated in the Invoice, charges are due net 15 (fifteen) days from the Invoice date. Customer is responsible for providing complete and accurate billing and contact information to Bpm'online and notifying Bpm'online of any changes to such information. The date of payment shall be the date under which the amount payable is credited to the Bpm'online account. Customer shall pay all commissions for the wire transfer payments.

5.3.Refunds. All charges and fees are non-refundable unless expressly stated otherwise, or otherwise provided by law.

5.4. Overdue Charges. If any invoiced amount is not received by Bpm'online by the due date, then without limiting Bpm'online's rights or remedies, (a) those charges may accrue late interest at the rate of 1.4% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Bpm'online may condition future subscription renewals and Invoices on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.5. Suspension of Service and Acceleration. If any amount owing by Customer under this or any other agreement for Services is 25 (twenty five) or more days overdue, Bpm'online may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services to Customer until such amounts are paid in full. Bpm'online will give Customer at least 7 (seven) days' prior notice that Customer's account is overdue, in accordance with Section Manner of Giving Notice, before suspending services to Customer.

5.6. *Taxes.* Bpm'online's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder.

5.7. *Future Functionality.* Customer agrees that Customer's purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Bpm'online regarding future functionality or features.

6. CLOUD SERVICE SUPPORT

6.1. Terms and Scope of Cloud Service Support. Bpm'online will provide Cloud Service Support in terms and condition prescribed by purchased service package. Descriptions of each level including response time and fixing time are specified in Support Service Annex.

7. PROPRIETARY RIGHTS AND LICENSES

7.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Bpm'online reserve all of its/their right, title and interest in and to the Services, including all of

its/their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

7.2. License by Customer to Host Customer's Data and Applications. Customer grants Bpm'online a worldwide, limited-term license to host, copy, transmit and display Customer's Data, and any Non-Bpm'online Applications and program code created by or for Customer using a Service, as necessary for Bpm'online to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Bpm'online acquires no right, title or interest from Customer or Customer's licensors under this Agreement in or to Customer's Data or any Non-Bpm'online Application or program code.

7.3. License by Customer to Use Feedback. Customer grants to Bpm'online a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Authorized Users relating to the operation of the Services.

8. CONFIDENTIALITY

8.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes Customer's Data; Bpm'online's Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Invoices (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Invoice to any third party other

than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 8.2. Parties agreed the only fact of concluding this Agreement is considered as exception of above mentioned clause. The logo of both parties can be used in PR activity of the parties.

8.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is required by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1. *Warranties of Bpm'online.* Bpm'online warrants that (a) Bpm'online will not materially decrease the overall security of the Purchased Services during a subscription term, (b) the Purchased Services will perform materially in accordance with the applicable Documentation, (c) subject to Section 4.2 (Integration with Non-Bpm'online Applications), Bpm'online will not materially decrease the functionality of the Purchased Services during a subscription term, and (d) the Purchased Services will not introduce Malicious Code into Customer's systems.

9.2. *Disclaimers.* Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Service is provided "as is," exclusive of any warranty whatsoever. Each party disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers. Bpm'online provides Customer with access to and right to use the Cloud Services through the Internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in internet communications. Customer recognizes that problems with the internet, including equipment, software and network failures, impairments or congestions, or the configuration of customer's computer systems, may prevent, interrupt or delay access to the Service. Bpm'online is not liable for any delays, interruptions, suspensions or unavailability of the Service attributable to problems with the internet or the configuration of customer's computer systems.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by Bpm'online. Bpm'online will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer, provided Customer (a) promptly gives Bpm'online written notice of the Claim Against Customer, (b) gives Bpm'online sole control of the defense and settlement of the Claim Against Customer (except that Bpm'online may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Bpm'online all reasonable assistance, at Bpm'online's expense. If Bpm'online receives information about an infringement or misappropriation claim related to a Service, Bpm'online may in its discretion and at no cost to Customer (i) modify the Service so that it no longer infringes or misappropriates, without breaching Bpm'online's warranties under Section 9.1 (Warranties of Bpm'online), (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from usage of Non-Bpm'online Application or Customer's breach of this Agreement.

10.2. Indemnification by Customer. Customer will defend Bpm'online against any claim, demand, suit or proceeding made or brought against Bpm'online by a third party alleging that Customer's Data, or Customer's use of any Service in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Bpm'online"), and will indemnify Bpm'online from any damages, attorney fees and costs finally awarded against Bpm'online as a result of, or for any amounts paid by Bpm'online under a court-approved settlement of, a Claim Against Bpm'online, provided Bpm'online (a) promptly gives Customer written notice of the Claim Against Bpm'online, (b) gives Customer sole control of the defense and settlement of the Claim Against Bpm'online (except that Customer may not settle any Claim Against Bpm'online unless it unconditionally releases Bpm'online of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense.

11. LIMITATION OF LIABILITY

11.1 Limitation of Liability. Neither party's liability with respect to any single incident arising out of or related to this agreement will exceed the amount paid by customer hereunder in the 12 (twelve) months preceding the incident, provided that in no event will either party's aggregate liability arising out of or related to this agreement exceed the total amount paid by customer hereunder. The above limitations will apply whether an action is in contract or tort and

regardless of the theory of liability. However, the above limitations will not limit customer's payment obligations under section 5 (fees and payment).

11.2. *Exclusion of Consequential and Related Damages.* In no event will either party have any liability to the other party for any lost profits, revenues or indirect, special, incidental, consequential, cover or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by law.

11.3. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks.

12. TERM AND TERMINATION

12.1 Term of Agreement. This Agreement commences on the effective date and continues until all subscriptions hereunder have expired or have been terminated.

12.2. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Invoice. Except as otherwise specified in an Invoice, subscriptions will automatically renew for additional periods equal to the expiring subscription term or at least one year, unless either party gives the other notice of non-renewal at least 30 (thirty) days before the end of the relevant subscription term.

12.3. *Termination upon Notice*. Either party may terminate this agreement for any reason upon 30 (thirty) days' Notice to the other party.

12.4. *Termination by Customer.* If customer terminates a one year Subscription within 30 (thirty) days of the date on which the Subscription became effective or was renewed, customer must pay for the initial 30 (thirty) days of the Subscription. No payments will be due for the remainder of the Subscription. If customer terminates a Subscription or reduces the number of Subscriptions at any other time during the Term, Customer must pay 25 (twenty five) % of the Subscription fee otherwise due for the remainder of the one year Term.

12.5. *Customer's Data Portability and Deletion.* Upon request by Customer made within 30(thirty) days after the effective date of termination or expiration of this Agreement, Bpm'online will make the Customer's Data available to Customer for export or download. After that 30 (thirty) day period, Bpm'online will have no obligation to maintain or provide Customer's Data, and will thereafter delete or destroy all copies of Customer's Data in Bpm'online's systems or otherwise in Bpm'online's possession or control, unless legally prohibited.

12.6. Surviving Provisions. The Sections titled "Fees and Payment," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "General Provisions" will survive any termination or expiration of this Agreement.

13. WHO IS CUSTOMER CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

13.1. General. Who is Customer contracting with under this Agreement, who Customer should direct notices to under this Agreement depend on where Customer is domiciled.

If Customer is domiciled in:	Customer is contracting with:	Notices should be addressed:	
The United States of America, Canada, Mexico or a Country in Central or South America or the Caribbean, Europe	Bpmonline Inc., a Virginia corporation	901 N Pitt Street STE 325, Alexandria, VA 22314, USA	
Australia, New Zealand, Pacific region	BPMONLINE PTY LTD, a proprietary limited by shares company in Australia	19/3 London circuit, City, Canberra, ACT, 2601, Australia	
Europe	BPMONLINE LTD Limited Liability Company, Cyprus	28 John Kennedy, 4th floor, office 401, 1087 Nicosia, Cyprus	

13.2.Manner of Giving Notice. Notices regarding this Agreement shall be in writing and addressed to Company at the address Company provides, or, in the case of Bpm'online, when addressed to Bpm'online at Bpm'online address, specified in section 15 (Who is Customer contracting with).

13.3. Agreement to Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Bpm'online incorporation venue without regard to choice or conflicts of law rules. Customer hereby consents and submits to the jurisdiction and forum of the competent state court in all questions and controversies arising out of this Agreement.

14. GENERAL PROVISIONS

14.1. Export Compliance. The Services and other technology Bpm'online makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Authorized Users to access or use any Service in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

14.2. Anti-Corruption. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Bpm'online's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Bpm'online.

14.3 Entire Agreement and Order of Precedence. This Agreement, , and the pricing and payment terms available set forth in the Invoice constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Invoice, and (2) this Agreement.

14.4. Assignment. Customer shall not assign this Agreement. Bpm'online may assign this Agreement to its Affiliates.

14.6. *Waiver.* No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

14.7. Severability. If any provision of this Agreement is held by a court to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

14.8. Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other in order that each party may properly accomplish its obligations and responsibilities hereunder.

SUPPORT SERVICES ANNEX

1. SCOPE OF BPM'ONINE SERVICE SUPPORT

1.1. Scope. Bpm'online provides the Bpm'online Support Service listed below for the Purchased Licenses according to the Support Services package specified in Invoice hereto.

Bpm'online Support Services are provided according to Support Services packages prescribed by Section 3.1.of the Annex.

1.2. Customer obligation. Customer is obliged to provide Bpm'online with appointed trained Customer's employees, who pass the Bpm'online training courses and obtain relevant certificates. Only these people are considered as authorized person. Assistance with development and customization is provided to certified Customer employees only.

1.3. Exclusions.Bpm'online Support Services does not include the following: (i) Users training; (ii) Assistance with business implementation; (iii) Creation or testing of custom code, schemes, algorithms, patterns, models and data structure; (iv) Assistance with non-bpm'online products, services or technologies, including implementation, administration or use of third-party enabling technologies ; (v) Any kind of additional development and\or any kind of amendments beyond the Documentation.

2. TERMS AND CONDITIONS

2.1. Priority Levels. Bpm'online has the following priority levels:

Priority Level		
Level 1 - Critical	Critical production issue affecting all users, including system unavailability and data integrity with no workaround available.	
Level 2 - High	Major functionality is impacted or significant performance degradation experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available.	
Level 3 - Medium	System performance issue or bug affecting some but not all users. Short-term workaround is available, but perhaps not scalable.	
Level 4 - Low	Routine inquiry regarding technical issue; request for information on application capabilities, navigation, or configuration; bug affecting a small number of users, for which a reasonable solution is available.	

2.2. Timeframes.

Timeframes for Bpm'online Support Services packages			
	Basic	Business	Premium
Operating hours	8 am – 6 pm (Monday – Friday)	8 am – 6 pm (Monday – Friday)	24x7

The maximum response time (1st priority cases)	4 h	1 h	30 min
The maximum response time (2nd - 4th priority cases)	8 h	4 h	2 h

Target Initial Response and Resolution Time by Case Priority for Premium package			
Priority level	Response time	Resolution time	Procedure
1	30 min	2 h	Case is fully resolved or priority level reduced to 3-4
2	2 h	2 business days	
3	2 h	10 business days	Term may be defined individually

2.3. Submitting a Case. Users may submit a case in any of following ways: (i) by email support@bpmonline.com;(ii) by phone call if it's covered by Bpm'online Support Services package according to Section 3 of the Annex; (iii) via support portal https://success.bpmonline.com;

2.4. Submitting requirements. Support request shall be requested only by authorized person. If error is detected case must include (i) steps to reproduce an error; (ii) any comments, screenshots etc. (iii) used browser and product version (for on-premise installation only)

Bpm'onine Support must be able to reproduce an error in order to resolve it. Customers agree to cooperate and work closely with Bpm'onine Support to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and as appropriate.

Bpm'onine Support may request access to Customers' Bpm'onine accounts for specified periods of time for troubleshooting purposes.

2.5. Authorized person. Customer must submit authorized person information (Name, e-mail and phone number) by e-mail to support@bpmonline.com.

2.6. Bpm'online shall (i) accept the support request and, (ii) provide a response within the time limit prescribed by the Support Service package. If Bpm'online is not able to provide a

response within such time limit, it shall notify Customer of the period when the response may be provided.

3. SUPPORT PACKAGES

Somioo	Support packages		
Service		Business	Premium
Unlimited number of cases	+	+	+
Consultation on software installation and configuration	+	+	+
Consultation on functionalit	+	+	+
Consultation on customization	+	+	+
Consultation on configuration and development on bpm'online platform	+	+	+
Identification and elimination of software malfunctions	+	+	+
Updates to new versions and critical patches provision	+	+	+
Access to bpm'online community	+	+	+
Offline support (e-mail/community)	+	+	+
Online support (phone/ chat/remote connection)	-	+	+
Priorities management	-	-	+
Dedicated Customer Success Manager	-	-	+

Additional Terms and Conditions

- The purchase of a support package is mandatory when purchasing software licenses / subscription.
- All advisory services are provided to a single contact on a client's side or to all certified users on a partner's side according to the <u>certification policy</u>.
- Support packages are purchased for a period of not less than one year for all products that are used by the client.
- At the time of support package purchase the client must use one of the official versions of bpm'online products.
- All free product updates included in the license purchase do not include additional services (other than consultancy).

FREE TRIAL ANNEX

Free Trial. If You register on Our website for a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by You for such Service(s), or (c) termination by Us in our sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

Any data you enter into the services, and any customizations made to the services by or for you, during your free trial will be permanently lost unless you purchase a subscription to the same services as those covered by the trial, purchase applicable upgraded services, or export such data, before the end of the trial period. You cannot transfer data entered or customizations made during the free trial to a service that would be a downgrade from that covered by the trial; therefore, if you purchase a service that would be a downgrade from that covered by the trial, you must export your data before the end of the trial period or your data will be permanently lost.

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