

Rego Master SaaS Agreement

THIS REGO MASTER SAAS AGREEMENT (“AGREEMENT”) GOVERNS YOUR PURCHASE AND USE OF REGO’S SAAS OFFERING(S).

YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY, EMPLOYER, OR OTHER LEGAL ENTITY (“CUSTOMER”), AND YOU REPRESENT AND WARRANT YOU HAVE THE AUTHORITY TO DO SO. IF YOU DO NOT HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, OR IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU MUST NOT USE THE SAAS OFFERING(S).

1. DEFINITIONS

1.1 Affiliates: a legal entity that Customer directly or indirectly majority owns or controls through a majority interest.

1.2 Authorized Users: means Customer’s legal entity, its employees and independent contractors and/or its Affiliates or as otherwise defined in the SaaS Listing, that access and use the Rego Offering, provided they agree to be bound by terms and conditions no less restrictive than those contained in the Agreement and solely to the extent that they are acting on behalf of Customer or its Affiliates.

1.3 Authorized Use Limitation: means the limitation on usage of SaaS measured by the billing metric specified on the Rego Subscription Order Form and/or, the SaaS Listing.

1.4 Broadcom: Means Broadcom Inc. and CA Technologies (a Broadcom Company), the company that owns and develops the applications that Rego offers as a SaaS Offering.

1.5 Customer Data: means all information submitted, entered, or otherwise provided by Customer with regard to any Rego Offering.

1.6 Documentation: means any published technical manuals including any updates thereto, relating to the use of the Rego Offering made generally available by Rego (or by Broadcom through the Broadcom Support website) or SaaS Listing for the specific offering.

1.7 Force Majeure Event: means an event that arises out of causes beyond a party’s reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal) and/or delays or outages caused by an internet service provider or independent (not a party’s subcontractor) hosting facility.

1.8 Rego: means Rego Consulting Corporation.

1.9 Rego Offerings: means the Rego Software as a Service (“SaaS”)

1.10 SaaS Listing: means the operating parameters and availability standards for the specific SaaS offering as published or made available by Rego.

2. GRANT OF RIGHTS AND RESTRICTIONS

2.1 Right to Use the Rego Offering. Rego grants to Customer a non-exclusive, non-transferable right for Customer and its Authorized Users to access and use the Rego Offering in accordance with this Agreement, the Subscription Order Form, and the Documentation. Upon the start of the subscription term, Rego will send an e-mail to Customer’s technical contact identified on the Subscription Order Form providing information to connect and access the SaaS.

2.2 Service Level Availability. If provided, the targeted availability levels and any related remedies for a SaaS offering are as stated in the applicable SaaS Listing. The following events shall be excluded from the calculation of Service Level Availability: (i) Force Majeure Event; (ii) outages due to Scheduled Downtime; (iii) outages based on Customer networks, domain name server issues, or use not in accordance with the Documentation; and (iv) outages to remedy a security vulnerability or as required by law.

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3. FEES, DURATION, AND PAYMENT

3.1 SaaS Fees. The fees payable by Customer to Rego are stated in the applicable Subscription Order Form. Rego reserves the right to invoice Customer for any use of the SaaS in excess of the Authorized Use Limitation. Customer agrees that the purchase of any SaaS is not contingent on Rego providing any future features or functionality.

3.2 Payment. Unless otherwise stated, payment is due within thirty (30) days from receipt of Rego's invoice. Receipt is deemed to have occurred three (3) business days from posting. Any late payments will accrue charges at the rate of 1% of the outstanding balance per month, or the amount prescribed by law, whichever is lower. All fees listed in the Subscription Order Form are exclusive of any taxes. Customer agrees to pay any applicable VAT, GST, sales tax and any other applicable taxes in addition to the fees when such payments are due, excluding taxes on Rego's net income.

4. OWNERSHIP AND CONFIDENTIALITY

Broadcom owns all right, title and interest to the applications offered by Rego as a SaaS Offering. Customer and Rego agree that any Confidential Information that is exchanged will only be used for purposes relating to this Agreement, and that it will be protected in the same manner that Customer, or Rego, would protect its own information of a similar nature, but in no less than reasonable means. Customer and Rego agree that Confidential Information means Customer Data, either party's intellectual property, and any other information that a reasonable person would deem to be confidential. Except where prohibited by law, the following is not considered Confidential Information: (i) information which has been authorized in writing to use without restriction; (ii) information which is rightfully in a party's possession or becomes known to a party through proper means; and (iii) information which is independently developed without use or reference to the Confidential Information of the other party.

5. SAAS, UPDATES, UPGRADES, AND SUPPORT

5.1 Updates and Upgrades. Rego may make changes or updates to the SaaS or SaaS infrastructure (such as compute infrastructure, storage technology, security, technical configurations, hosting facilities within the data center region, etc.). Rego will provide Customer with at least seventy-two (72) hours advanced notice of any downtime required for such updates and upgrades to the SaaS and SaaS infrastructure ("Scheduled Downtime").

5.2 Support. SaaS Support will be provided in a timely and professional manner by qualified support engineers in accordance with Rego's applicable support policy. SaaS Support shall consist of:

- i. Access to Rego support website for 24x7x365 online support.
- ii. Access to Rego help desk and the ability to open and manage support incidents via Rego support online or by telephone (for Severity 1 tickets).
- iii. Production environment support: 24x7 for severity 1 incidents; normal business hours for severities 2- 4.
- iv. If applicable to the SaaS offering, Non-Production environment support: Normal business hours for incidents of all severities.
- v. Interactive remote diagnostic support allowing Rego support engineers to troubleshoot an incident securely through a real-time browser-based remote control feature for support issues which may be resident in Customer's software or systems.

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6. CUSTOMER DATA / SECURITY

6.1 Customer Data. Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data will be stored and processed in the data center region specified in the SaaS Listing. Rego shall not access Customer's user accounts or Customer Data stored within such user accounts ("SaaS Customer Data"), except in response to SaaS or technical issues where Customer provides Rego with the relevant credentials required to access such data. Rego will collect, modify and analyze meta data and/or operations data which does not contain any Customer Data, such as log files and transaction counts. Rego is not responsible for unauthorized access, alteration, theft or destruction of Customer Data arising from Customer's own or its Authorized Users' actions or omissions in contravention of the Documentation. Customer's ability to recover any lost data resulting from Rego's misconduct is limited to restoration by Rego from the most recent back-up.

6.2 Transfer of Customer Data. If Customer transfers any personal data to Rego in connection with the SaaS, and/or provides Rego access to any SaaS Customer Data, then Customer warrants that (i) it is duly authorized to provide personal data to Rego and it does so lawfully in compliance with relevant legislation, (ii) Rego and its Affiliates or its subcontractors, acting on behalf of Rego, may use such data strictly for the purposes of performing its obligations under this Agreement, and (iii) Rego may disclose such data to any Rego entity and its subcontractors for this purpose and may transfer such data to countries outside of the country of origin. Rego and its affiliates have committed to comply with relevant data protection/privacy legislation, and personal data will be transferred in accordance with Rego's Rego Data Privacy Policy, a copy of which can be found at <https://regiconsulting.com/privacy-policy/>. Customer agrees not to provide any health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless it is a supported feature in the Documentation of the applicable SaaS offering.

6.3 Security. Rego will maintain and administer a security policy with physical and technical safeguards designed to protect the security, integrity and confidentiality of the Customer Data. Rego runs security background checks on all operations staff. Security audits, as specified in the SaaS Listing, are conducted periodically to certify that security controls are in place and are being carried out, including administering such background checks. A copy of Rego's annual audit reports and certifications will be provided upon request.

In the event that Rego has determined that a security breach will or is likely to cause harm to the Customer or an Authorized User, Rego will provide Customer with notice of the security breach as promptly as practicable but in no event later than five (5) working days. After initial notification, Rego will keep Customer updated on a regular basis and provide a reasonably detailed incident report which may include the steps taken by Rego to investigate the security breach and potential measures to be taken by the Customer to minimize potential damages. The parties understand and agree that Rego may be prevented by law, regulation, or a third-party arrangement from providing such notice(s) and/or reports within the above time frames.

7. CUSTOMER RESPONSIBILITIES

Customer shall not: (i) make SaaS available to any third party not authorized or as otherwise contemplated by this Agreement; (ii) send or store code that can harm or result in damage to SaaS (including but not limited to malicious code and malware); (iii) willfully interfere with or disrupt the integrity of SaaS or the data contained therein; (iv) attempt to gain unauthorized access to the SaaS or its related systems or networks; (v) use SaaS to provide services to third parties except as expressly permitted by the Agreement; (vi) use SaaS in order to cause harm, such as overload or create multiple agents for the purpose of disrupting operations of a third party; (vii) remove or modify any program markings or any notice of Broadcom's or its licensors' proprietary rights; (viii) perform or disclose any benchmark or performance tests on the SaaS; or (ix) perform or disclose any of the following security testing of the SaaS environments or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing or any other test or procedure not authorized in the Documentation. A breach by Customer of its obligations under this section shall be considered a material breach of the Agreement.

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8. TERM AND TERMINATION

8.1 Term. This Agreement will continue in effect unless otherwise terminated in accordance with this section. A party may terminate the Agreement for material breach by the other party, provided that in each instance of a claimed breach: (i) the non-breaching party notifies the breaching party in writing of such breach within thirty (30) days of its occurrence and (ii) the breach is not cured within thirty (30) days of receipt of such notice.

8.2 Effect of Termination. In the event of an uncured material breach by Rego, Customer will be entitled to a refund of any pre-paid unused fees calculated against the remainder of the subscription term as of the effective date of such termination. The termination of SaaS under one Subscription Order Form shall not impact the validity of other SaaS offerings or Subscription Order Forms. If the Agreement is terminated by Rego in accordance with Section 8.1, the due dates of all invoices to be issued will be accelerated so that such invoices become due and payable on the effective date of termination. All rights granted under the Agreement will immediately terminate and each party will return or destroy all Confidential Information of the other party in its possession.

8.3 Surviving Provisions. The following provisions will survive and remain in effect after termination of the Agreement: Grant of Rights and Restrictions; Ownership and Confidentiality; Fees, Duration and Payment; Term and Termination; Warranty Disclaimer; Limitation of Liability; General Provisions; and Definitions.

9. WARRANTY

Rego warrants that the SaaS will materially conform to the Documentation during the subscription term. If it is established that Rego has breached either of the above warranties, Rego will, at its option, (a) use reasonable efforts to cure the defect; (b) in the event Rego, cannot, after commercially practicable attempts to do so, achieve the remedies in (a), where the breach relates to SaaS, Rego may terminate the subscription to the SaaS and provide a refund of pre-paid, unused fees calculated against the remainder of the subscription term as of the effective date of such termination. Customer must report the alleged breach of warranty with reasonable specificity in writing within thirty (30) days of its occurrence to benefit from this warranty and the remedies stated herein.

THE ABOVE WARRANTIES ARE REGO'S ONLY WARRANTIES AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF SUCH WARRANTIES. TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY REGO. REGO DOES NOT WARRANT THAT THE SAAS OFFERED WILL MEET CUSTOMER'S REQUIREMENTS OR THAT USE OF THE SAAS WILL BE UNINTERRUPTED OR ERROR-FREE.

10. INDEMNIFICATION

10.1 Indemnification by Rego. Rego will indemnify, defend, and/or at its option, settle any third party claims that the Rego Offering as used per the Documentation infringes or misappropriates any third party valid patent, copyright or trademark or illegally misappropriates a third party's trade secret within the jurisdictions in which Customer is authorized to use the Rego Offering. Rego may, at its option and expense: (i) procure for Customer the right to continue to use the applicable Rego Offering; (ii) repair, modify or replace the Rego Offering so that it is no longer infringing; or (iii) terminate the Agreement for the applicable Rego Offering upon thirty (30) days' notice and in respect of SaaS, refund any unused prepaid fees calculated against the remainder of the subscription term as of the effective date of such termination.

10.2 Indemnification by Customer. Except to the extent prohibited by law, Customer shall indemnify, defend, and/or at its option, settle any third-party claims against Rego that Customer Data or Customer's use of the SaaS is in breach of this Agreement, infringes or misappropriates any third party Intellectual Property rights within the jurisdictions in which Customer is using the SaaS, or violates applicable law, rules, directives or regulation.

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10.3 Indemnity Conditions. Each party's indemnification rights require: (i) prompt notice of any claim against the party seeking to be indemnified; (ii) except to the extent prohibited by law, the indemnifying party's sole control of the defense or settlement, provided that any settlement the indemnifying party enters into releases the other party of all liability; and (iii) the party seeking to be indemnified provides reasonable assistance in the defense or settlement of such claim.

THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EITHER PARTY REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY TO EITHER PARTY WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

11. LIMITATION OF LIABILITY

EXCEPT FOR BREACHES OF THE GRANTS OF RIGHTS AND RESTRICTIONS AND THE OWNERSHIP SECTION BY CUSTOMER, OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT, OR OTHERWISE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR UNFORESEEABLE LOSS, DAMAGE OR EXPENSE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OR CORRUPTION OF DATA, HOWEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED, AND (II) EACH PARTY'S LIABILITY TO THE OTHER UNDER THE AGREEMENT, FOR DAMAGES, LOSSES, OR LIABILITY FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION WHETHER CONTRACTUAL OR NON-CONTRACTUAL, SHALL BE LIMITED TO A MAXIMUM OF THE FEES PAID AND OWED FOR SAAS PROVIDED TO CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR WHERE THE CLAIM RELATES TO SERVICES ONLY THE FEES PAID AND OWED FOR THE SERVICES GIVING RISE TO THE CLAIM. THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S OBLIGATION TO PAY IN ANY WAY.

12. GENERAL PROVISIONS

12.1 Notices. All notices under the Agreement must be in writing, addressed to the parties on the Subscription Order Form and sent by pre-paid first-class mail/post. Notices will be deemed received by the party to whom the notice is addressed two (2) working days from posting.

12.2 Assignment. The Agreement may not be assigned by Customer without the prior written consent of Rego, such consent not to be unreasonably withheld.

12.3 Export Requirements. Customer acknowledges that the Rego Offering(s) are subject to control under U.S. law, including the Export Administration Regulations (15 CFR 730-774) and agrees to comply with all applicable import and export laws and regulations. Customer agrees that the Rego Offering will not be exported, re-exported or transferred in violation of U.S. law or used for any purpose connected with chemical, biological or nuclear weapons or missile applications, nor be transferred or resold, if Customer has knowledge or reason to know that the Rego Offering is intended or likely to be used for such purpose.

12.4 Interpretation and Relationship of the Parties. The relationship between Rego and Customer is strictly that of independent contractors. The laws governing the validity, construction and interpretation of the Agreement are set forth below. If any provision of the Agreement is held to be contrary to law, then the remaining provisions of the Agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under the Agreement will be construed as a waiver of such right or power. This Agreement, and any applicable exhibits or referenced documents represents the entire agreement between the parties and supersedes all prior communications, understandings and agreements relating to the subject matter herein. No additional term or condition contained in Customer's purchase order or similar document will apply and are expressly rejected by Rego.

12.5 Order of Precedence. In the event of a conflict among this Agreement, the SaaS Listing or applicable Documentation, and the Subscription Order Form, the order of precedence from highest to lowest shall be (i) the Subscription Order Form, (ii) SaaS Listing or applicable Documentation, and (iii) this Agreement.