Semaphore Cloud Subscription Service Hosting Addendum

The terms and conditions of this Semaphore Cloud Subscription Service Hosting Addendum ("**Hosting Addendum**") are supplemental to (a) any Order Document that incorporates this document by reference and (b) any other terms and conditions incorporated by reference in the Order Document, including, without limitation, the MarkLogic Corporation Software License and Services Agreement or any other license agreement expressly referenced in the Order Document ("**Agreement**") and the Terms and Conditions and Conditions Applying to Semaphore Cloud Subscription Support Services or any other support terms and conditions expressly referenced in the Order Document ("**Support Terms**"). "**Order Document**" means the document executed by MarkLogic (or its Affiliate) and the party making the purchase ("**Customer**"), pursuant to which Customer orders and MarkLogic accepts to supply the Semaphore Services. In the event of any conflict by and among the Order Document, the Agreement, the Support Terms and/or this Hosting Addendum, the order of precedence will be: first, the Order Document; second, this Hosting Addendum; third, the Support Terms; and fourth, the Agreement. Any capitalized terms used but not defined in this Hosting Addendum will have the meaning ascribed to them in the Order Document, Support Terms or the Agreement. The Semaphore Services referenced in this Hosting Addendum constitutes a "Cloud Subscription Service" as that term is defined in the Agreement and all terms in the Agreement applying to a Cloud Subscription Service apply to the Semaphore Services referenced herein.

1. <u>**Definitions**</u>.

   "**Beta Services**" means MarkLogic services that are not generally available to customers.

   "**Content**" means information (such as 3rd party taxonomies and ontologies) obtained by MarkLogic from its content licensors or publicly available sources and provided to Customer pursuant to an Order Document, as more fully described in the Semaphore Documentation.

   "**Customer 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 Content and Non-MarkLogic Applications.

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

   "**Non-MarkLogic Applications**" means Web-based or offline software application(s) that is/are provided by Customer or a third party and interoperates with the Semaphore Services, including, for example, an application that is developed by or for Customer.

   "**Purchased Services**" means the Semaphore Services that Customer purchases (or, if the Agreement allows for Customer to permit its Affiliates to exercise its rights under the Agreement, a Customer's Affiliate purchases) from MarkLogic under an Order Document.

   "**Semaphore Documentation**" means MarkLogic's online user guides, documentation, and help and training materials, as updated from time to time, accessible via https://portal.smartlogic.com for which Customer will receive a login id from MarkLogic.

   "**Semaphore Services**" means the products and services that are ordered by Customer under the Order Document and made available online by MarkLogic, including associated offline components, as described in the Semaphore Documentation. "Semaphore Services" excludes Content and Non-MarkLogic Applications.

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

2. <u>**MarkLogic Responsibilities**</u>.

2.1. **Provision of Purchased Services**. MarkLogic will (a) make the Semaphore Services and Content available to Customer pursuant to the Agreement, the Order Document and this Hosting Addendum, (b) provide MarkLogic's standard support as detailed in the Support Terms for the Purchased Services to Customer at no additional charge and (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which MarkLogic shall give at least 8 hours electronic notice), and (ii) any unavailability caused by circumstances beyond MarkLogic's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, internet service provider failure or delay, Non-MarkLogic Application, or denial of service attack.

2.2. **Protection of Customer Data**. MarkLogic will maintain best practice administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of the Semaphore Services and Customer Data, as described in the Semaphore Documentation. Those safeguards will include, but will not be limited to, best practice measures for preventing access, use, modification or disclosure of Customer Data by MarkLogic personnel except (a) to provide the Purchased Services and to the extent necessary to prevent or address service or technical problems, (b) as compelled by law in accordance with the

terms of the Agreement, or (c) as Customer expressly permits in writing in advance. MarkLogic will provide the Semaphore Services from data centers and/or facilities that are audited annually against SSAE 16 standards and are ISO 27001 certified. MarkLogic will actively monitor the Semaphore Services for indications of compromise. Except as otherwise agreed by the parties in the Order Document, the Semaphore Services, the cloud infrastructure environment, or any portion thereof, and any of MarkLogic's personnel or the personnel of MarkLogic's Affiliates, contractors or service providers with access to the Customer Data under the license granted in section 6.3 below may, at MarkLogic's sole discretion, be located in the United States or any other country in which MarkLogic or its Affiliates, contractors or service providers maintain facilities. Customer may set up and manage Customer's specific password policy using Microsoft Active Directory, which will connect to the Azure authentication layer. Using MS Active Directory, Customer will have the ability to provide login and password management for the Semaphore Services as delivered by the functionality of Microsoft Active Directory.

2.3. **MarkLogic Personnel**. MarkLogic will be responsible for the performance of its personnel (including the employees and contractors of MarkLogic and its Affiliates) and their compliance with MarkLogic's obligations under this Hosting Addendum, except as otherwise specified herein.

2.4. **Beta Services**. From time to time, MarkLogic may invite Customer to try Beta Services. Customer may accept or decline any such trial in Customer's sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Semaphore Services" under this Hosting Addendum, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. MarkLogic may discontinue Beta Services at any time in its sole discretion and may never make them generally available. MarkLogic will have no liability for any harm or damage arising out of or in connection with a Beta Service.

3. **Use of Semaphore Services and Content**.

3.1. **Subscriptions**. Unless otherwise provided in the Order Document, (a) Semaphore Services and Content 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**. Semaphore Services and Content are subject to usage limits, including, for example, the quantities specified in Order Document. Unless otherwise specified, (a) a quantity in the Order Document refers to Users, and the Semaphore Service or Content may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Semaphore Service or Content. In addition, there are Usage limits detailed in the Order Document that may limit the number of transactions. If Customer exceeds a contractual usage limit, MarkLogic may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding MarkLogic's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Document for additional quantities of the applicable Semaphore Services or Content promptly upon MarkLogic's request, and/or pay any invoice for excess usage in accordance with the fee terms set forth in the Agreement.

3.3. **Customer Responsibilities**. Customer will (a) be responsible for Users' compliance with the Agreement, the Order Document and this Hosting Addendum, (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Semaphore Services and Content, and notify MarkLogic promptly of any such unauthorized access or use, (d) use Semaphore Services and Content only in accordance with the Semaphore Documentation and applicable laws and government regulations, and (e) comply with terms of service of Non-MarkLogic Applications with which Customer uses Semaphore Services or Content.

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

3.5. **External-Facing Services**. If Customer subscribes to Semaphore Services for creation and hosting of external-facing websites, Customer will comply with, and be responsible for Users' compliance with all applicable laws, for examples, in any use of cookies or other tracking technologies on such websites.

3.6. **Removal of Content and Non-MarkLogic Applications**. If MarkLogic is required by a licensor to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, MarkLogic may so notify Customer and in such event, Customer will promptly remove such Content from Customer's systems. If MarkLogic receives information that a Non-MarkLogic Application hosted on Semaphore Services by Customer may violate MarkLogic's External-Facing Services or applicable law or third-party rights, MarkLogic may so notify Customer and in such event, Customer will promptly disable such Non-MarkLogic Application or modify the Non-MarkLogic Application to resolve the potential violation. If Customer does not take required action in accordance with the above, MarkLogic may disable the applicable Content, Semaphore Services and/or Non-MarkLogic Application until the potential violation is resolved.

3.7. **Content Ownership**. Content, for example in the form of semantic models such as taxonomies and ontologies, may be provided to Customer as detailed in the Order Document. Content is provided on a licensed basis only and MarkLogic (or its partners) retain all ownership, rights, and title in the Content. MarkLogic (or its partners) may make changes or enrichments to the Content either on MarkLogic's own initiative or by Customer's request, and these changes will be exclusive to MarkLogic. Customer agrees that such changes and edits to the Content shall not create any new intellectual property for Customer and Customer agrees not to make any type of derivative work from the Content and abide by the terms in the Agreement, the Order Document and this Hosting Addendum.

4. **Non-MarkLogic Providers**.

4.1. **Acquisition of Non-MarkLogic Products and Services**. MarkLogic or third parties may make available third-party products or services, including, for example, Non-MarkLogic Applications and implementation and other consulting services. Any acquisition by Customer of such non-MarkLogic products or services, and any exchange of data between Customer and any non-MarkLogic provider, is solely between Customer and the applicable non-MarkLogic provider. MarkLogic does not warrant or support Non-MarkLogic Applications or other non-MarkLogic products or services, whether or not they are designated by MarkLogic as "certified" or otherwise, except as specified in the Order Document.

4.2. **Non-MarkLogic Applications and Customer Data**. If Customer installs or enables a Non-MarkLogic Application for use with Semaphore Services, Customer grants MarkLogic permission to allow the provider of that Non-MarkLogic Application to access Customer Data as required for the interoperation of that Non-MarkLogic Application with the Semaphore Services. MarkLogic is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by a Non-MarkLogic Application.

4.3. **Integration with Non-MarkLogic Applications**. The Semaphore Services may contain features designed to interoperate with Non-MarkLogic Applications. To use such features, Customer may be required to obtain access to Non-MarkLogic Applications from their providers and may be required to grant MarkLogic access to Customer account(s) on the Non-MarkLogic Applications. If the provider of a Non-MarkLogic Application ceases to make the Non-MarkLogic Application available for interoperation with the corresponding Semaphore Services features on reasonable terms, MarkLogic may cease providing those Semaphore Services 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 the Order Document, and except as otherwise specified herein or in the Order Document, (i) fees are based on Semaphore Services and Content purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

5.2. **Payment**. Except as otherwise specified in the Order Document, payment will be due in accordance with the payment terms specified in the Agreement.

5.3. **Suspension of Semaphore Service and Acceleration**. If any amount owing by Customer under the Order Document, the Agreement or any other agreement for MarkLogic services is 30 or more days overdue, MarkLogic 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 MarkLogic services to Customer, including without limitation, any Semaphore Services, until such amounts are paid in full. MarkLogic will give Customer at least 10 days' prior written notice that Customer's account is overdue before suspending services to Customer. Notwithstanding anything to the contrary in the Agreement, any notice provided by MarkLogic pursuant to this section 5.3 may be provided by MarkLogic by email to the Customer business contact specified in the Order Document.

6. **Proprietary Rights and Licenses and Confidentiality**.

6.1. **Reservation of Rights**. Subject to the limited rights expressly granted hereunder, MarkLogic and its licensors reserve all right, title and interest in and to the Semaphore Services, Content, and Beta Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2. **License by MarkLogic to Use Content**. MarkLogic grants to Customer a worldwide, limited-term license, under MarkLogic's applicable intellectual property rights and licenses, to use Content acquired by Customer pursuant to the Order Document, subject to the terms of the Order Document, this Hosting Addendum, the Agreement and the Semaphore Documentation.

6.3. **License by Customer to Host Customer Data and Applications**. Customer grants MarkLogic and its Affiliates a worldwide, limited term license to host, copy, transmit and display Customer Data, and any Non-MarkLogic Applications and program code created by or for Customer using Semaphore Services, as necessary for MarkLogic to provide the Semaphore Services in accordance with this Hosting Addendum. Subject to the limited licenses granted herein, MarkLogic acquires no right, title or interest from Customer or its licensors under this Hosting Addendum in or to Customer Data or any Non-MarkLogic Application or program code.

6.4. **License by Customer to Use Feedback**. Customer grants to MarkLogic and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Semaphore Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Users relating to the operation of the Semaphore Services and/or Beta Services.

6.5. **Confidentiality**. Without limiting the confidentiality terms set forth in the Agreement, the parties acknowledge that Customer Data is Confidential Information of Customer and Semaphore Services, Beta Services and Content are Confidential Information of MarkLogic and subject to said confidentiality terms.

7. <u>**Representations and Warranties**</u>. MarkLogic warrants that (a) this Hosting Addendum, the Order Document and/or the Semaphore Documentation accurately describe the applicable administrative, physical, and technical safeguards implemented in the Semaphore Services for protection of the security, confidentiality and integrity of Customer Data, (b) MarkLogic will not materially decrease the overall security of the Purchased Services during a subscription term, (c) the Purchased Services will perform materially in accordance with the applicable Semaphore Documentation, and (d) subject to section 4.3 (Integration with Non-MarkLogic Applications), MarkLogic will not materially decrease the functionality of the Purchased Services during the remainder of the then-current subscription period. For any breach of an above warranty, Customer's exclusive remedy is to terminate the Agreement (and the Semaphore Services) in accordance with termination provisions of the Agreement and receive a refund of any prepaid unused fees for the remainder of the term of the Order Document. The warranties set forth in this section 7 are made to and for the benefit of Customer only. For the avoidance of doubt, the warranty disclaimers set forth in the Agreement remain in full force and effect. Additionally, to the maximum extent permitted by applicable law, Content and Beta Services are provided "AS IS," exclusive of any warranty whatsoever. MarkLogic disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers.

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

9. <u>**Term and Termination**</u>.

9.1. **Term of Purchased Subscriptions**. The term of the subscription is set forth in the Order Document. Except as otherwise specified in the Order Document, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless MarkLogic has given Customer written notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase will not exceed 7% of the pricing for the applicable Purchased Service or Content in the immediately prior subscription term unless the pricing in the prior term was designated in the Order Document as promotional or one-time. Any notice provided by MarkLogic pursuant to this section 9.1 may be provided by MarkLogic by email to the Customer business contact specified in the Order Document.

9.2. **Termination**. A party may terminate the Order Document, and the subscription to the Semaphore Services described in the Order Document, only as contemplated by the termination provisions set out in the Agreement.

9.3. **Customer Data Portability and Deletion**. Upon termination of Customer's subscription to the Semaphore Services, Customer may submit a written request to MarkLogic (no later than thirty (30) days immediately following the termination of the Semaphore Services) for MarkLogic to make the Customer Data available to Customer to export or download as provided in the Semaphore Documentation and MarkLogic will make the Customer Data so available. After that thirty (30) day period, MarkLogic will have no obligation to maintain or provide Customer Data and will thereafter delete or destroy all copies of Customer Data in

MarkLogic's possession/control as provided in the Semaphore Documentation, unless such deletion or destruction is legally prohibited.

9.4. **Surviving Provisions**. In addition to the provisions expressly referenced in the Agreement as surviving termination of the Agreement, the following sections of this Hosting Addendum will survive any termination or expiration of the Agreement or the Customer's subscription to the Semaphore Services: 5, 6, 8, 9.3 and 10.

10. **Third-Party Beneficiaries**. MarkLogic's Content licensors shall have the benefit of MarkLogic's rights and protections hereunder with respect to the applicable Content. There are no other third-party beneficiaries under the Agreement, the Order Document or this Hosting Addendum.

11. **Changes to the Semaphore Services or These Terms.**

11.1. **Changes to the Semaphore Services**. MarkLogic may add, modify, or discontinue any Content or any product, component or feature of the Semaphore Services; provided that, subject to section 4.3 (Integration with Non-MarkLogic Applications), MarkLogic will not materially decrease the functionality of the Semaphore Services during the remainder of the then-current subscription period. Any additions or modifications to the Semaphore Services or Content may be subject to additional terms and conditions which will be included in an update to this Hosting Addendum implemented in accordance with section 11.2 below.

11.2. **Changes to These Terms**. MarkLogic may update the terms set forth in this Hosting Addendum from time to time by posting a revised version at https://www.progress.com/legal. Modified terms that relate to modifications or additions to the Semaphore Services will be effective at the time such modifications or additions to the Semaphore Services are made in accordance with section 11.1 above. Modified terms that are required by law will be effective immediately. All other modified terms will be effective at the commencement of your renewal subscription period occurring immediately following the posting of the revised version of this Hosting Addendum.