

Schedule 7 – Software as a Service (SaaS) Terms and Conditions

The parties agree that the following additional conditions apply to the SaaS offering licensed by RPM under a Product Schedule:

- 1. SaaS offering** - RPM will, in consideration of payment of the SaaS Fee specified in the Product Schedule, provide access to the SaaS product specified in the Product Schedule by way of providing you with a uniform resource locator (URL), user credentials or other unique integration address to access the SaaS offering hosted by RPM on a Hosted Environment of RPM's choosing. You acknowledge that RPM relies on third party service providers in order to deliver the Hosted Environment access to the SaaS offering.
- 2. SaaS Term –**
 - a. RPM will, in consideration of payment of the SaaS Fee specified in the Product Schedule, provide access to the nominated SaaS Products specified in that Product Schedule hosted by RPM on a platform of RPM's choosing for the benefit of the Customer Users and/or Locations and/or transaction limitations specified in that Product Schedule.
 - b. The SaaS offering is provided for an initial minimum committed term commencing on the date specified in the Product Schedule for the initial term specified in that Product Schedule (the “**Initial SaaS Term**”).
 - c. The SaaS offering shall automatically renew for subsequent minimum committed terms of the duration specified in the Product Schedule (each a “**Subsequent SaaS Term**”). Either Party may notify the other Party that it will not be renewing the SaaS offering for a Subsequent SaaS Term by providing the other Party with at least ninety (90) days' notice which must be received by the other Party prior to the expiration of the then current Initial SaaS Term or any Subsequent SaaS Term (as the case may be). In the event of that notice being provided the SaaS Product Schedule, including the services provided under it, will expire at the end of the Initial SaaS Term or the Subsequent SaaS Term (as the case may be).
 - d. If you wish to terminate the SaaS offering before the expiry of either the Initial SaaS Term or any Subsequent SaaS Term, it may do so however an early termination fee equal to the sum of all remaining SaaS Fees through to the end of the current Initial SaaS Term or any Subsequent SaaS Term as the case may be (the “**Early Termination Fee**”). You acknowledge that the Early Termination Fee reflects the actual costs incurred by RPM in providing access to a SaaS offering together with the opportunity costs of providing a license under a SaaS model at a reduced rate compared to an alternative license model and does not constitute a penalty.
 - e. Upon termination or expiry of the Initial SaaS Term or any Subsequent SaaS Term, unless otherwise agreed in a separate agreement for transition services between the Parties, RPM will disable access to the SaaS offering for you.
- 3. SaaS Fee –** You acknowledge that the SaaS Fee specified in the Product Schedule becomes 100% due and owing on the commencement of the Initial SaaS Term. RPM will invoice the SaaS Fee in equal instalments on the frequency defined in the Product Schedule. Access to the SaaS offering may be suspended by RPM in the event that you fail to pay the SaaS Fee. RPM will advise you of the revised SaaS Fee for each Subsequent SaaS Term by providing written notice to you not less than 30 days prior to the date on which you can elect not to renew the SaaS term under clause 2c above. RPM reserves the right to increase the SaaS Fee for any Subsequent SaaS Term.
- 4. SaaS Availability –** RPM will provide access to the SaaS offering to you utilising all reasonable skill and care and whilst RPM will use commercially reasonable endeavours to enable continuous access to the SaaS offering, the very nature of a SaaS offering delivered via a Hosted Environment are that access is subject to network connectivity and cannot be contractually guaranteed and as such the SaaS offering is provided on an “as-is where-is” basis without any guaranteed service levels (for example around availability, transaction response time). Except for guarantees that cannot be excluded by law, RPM expressly disclaims all guarantees and warranties, whether express, implied or otherwise, including without limitation, guarantees of merchantability, quality and fitness for a particular purpose in respect of the SaaS offering. RPM does not guarantee or warrant that the SaaS offering will be continuously available, uninterrupted or error free, meet your requirements, or operate with the combination of hardware and software you intend to use, including other software Products or other Services provided by RPM. RPM will use commercially reasonable endeavours and safeguards to protect any confidential or private information uploaded onto the platform, however, shall not be liable for any loss suffered as a result of any data loss, corruption or transmission other than where caused by the fraudulent acts of RPM.
- 5. SaaS product and Hosted Environment Updates -** RPM may, in its sole discretion, make enhancements, updates or new releases of the SaaS product from time to time in order to, inter alia, enhance or improve the functionality or

operation of the Product or comply with legislative requirements ('**Product Updates**'). RPM will upload any Product Updates and applicable Error Corrections for the SaaS offering onto the Hosted Environment for access and use by you through the SaaS offering as soon as reasonably practicable following the creation and general release of such Product Updates or Error Corrections by RPM. You acknowledge that additional downtime for SaaS may apply in the event that RPM is required to upload Product Updates. Such downtime requirements will be communicated to you with at least five (5) business days' notice. The Product Updates will be provided at no additional cost beyond continued payment by you of the SaaS Fee. RPM will perform such routine maintenance services as it considers necessary to ensure the proper functioning of the Hosted Environment where the SaaS offering resides including (a) relocating the SaaS offering to an alternative Hosted Environment; (b) reviewing and upgrading the technical specification of the Hosted Environment on a regular basis and applying Product Updates and Error Corrections to the SaaS offering where appropriate; (c) performing regular security and maintenance checks for evidence of security breaches, software malfunction and resource limit warnings; and (d) regularly reviewing performance and hardware specifications for the SaaS offering and implementing upgrades where necessary to ensure optimal performance.

6. **Customer Use** – You must comply with the Acceptable Use and Fair Use policies set out in clauses 10 and 11 of this Schedule in its use of the SaaS offering, or any update to that policy communicated by RPM, and must notify RPM promptly about any actual or possible misuse of its account or authentication credentials used to access the SaaS offering. You must only access the SaaS offering for its internal business use and must not provide access or process the data of any unrelated third party without obtaining the express consent of RPM.
7. **Outage Periods** - outage periods for the SaaS offering may be notified by RPM from time to time for any purposes, including:
- maintenance requirements on a facility, networks or systems;
 - de-installation of infrastructure;
 - infrastructure, firmware or software currency upgrades;
 - scheduled downtime for Maintenance Services for the SaaS product or Hosted Environment;
 - unscheduled interruptions to the availability of the SaaS offering and/or Hosted Environment due to factors beyond the control of RPM including any actions of you, RPM's cloud services provider or other third parties, including any telecommunications provider; and/or
 - unavailability of any third party provider of the Hosted Environment.

You will communicate any difficulties encountered with access to the SaaS offering to RPM as soon as is reasonably practicable following detection. You acknowledge that the speed of response from the SaaS offering is dependent your internal connection and wide area network connections between you and the Hosted Environment where the SaaS offering is deployed by RPM and that performance of the SaaS offering may be affected by the number of users on the connection or using the multi-tenanted SaaS offering.

RPM may temporarily suspend access to the SaaS offering on either a scheduled or unscheduled basis including for the purposes of carrying out the Maintenance Services on the SaaS product, carrying out modifications or updates to the Hosted Environment where the SaaS offering is deployed including the uploading of patches, updates and upgrades, to preserve data and integrity; in the event of a security breach; or in the event of any technical malfunctions.

RPM will use reasonable endeavours to give you at least fourteen (14) days' notice of any scheduled outage periods and provide details of the expected length of any planned outage period. You acknowledge 14 days' notice may not always be provided, including in circumstances where the outage period is notified by any third-party hosting service being utilised by RPM to provide the SaaS offering or where there is any unexpected or unplanned outage.

8. **SaaS Data** - You own all data, including any business or personal data owned by you stored or processed through the SaaS offering ("**SaaS Data**") which is subject to the following provisions:
- You are solely responsible for the accuracy, integrity, quality, legality, reliability, appropriateness of and copyright permissions of any SaaS Data and for adopting procedures to identify and correct errors and omissions in the SaaS Data. RPM has no obligation to review the SaaS Data for accuracy. You warrant to RPM that the SaaS Data has been collected, processed and entered into the SaaS offering in accordance with applicable laws on the protection of data subjects with regard to the processing of personal data and on the free movement of such data.
 - RPM will handle the SaaS Data only in accordance with the SLSA including the security and privacy provisions of clause 9 below. You are responsible for verifying that all Authorised Users accessing any SaaS Data are

eligible to gain access to that SaaS Data. Except as stated herein, RPM has no responsibility for unauthorised access to the SaaS offering. Each party will promptly notify the other if that party has actual knowledge of unauthorised access to and/or use of the SaaS Data or passwords and use reasonable efforts to take prompt remedial measures to rectify such unauthorised access. You are responsible for responding to all access requests, inquiries, or requests to correct SaaS Data from Authorised Users or any other party. You are responsible for addressing any privacy breach and providing required notifications as required by law or regulation, provided, however, that you will not, without RPM's prior consent, make any public statement which directly or indirectly refers to RPM in connection with any privacy breach, access request or correction request. You shall obtain all permissions and consents necessary to provide any SaaS Data to RPM in connection with using the SaaS offering.

- c. You are solely responsible and liable for any and all SaaS Data that you or any Authorised User stores, transmits, displays, or otherwise uses in connection with the SaaS Offering. RPM has no responsibility to you or to any third party in connection with the SaaS Data and, as between RPM and you, you are solely responsible for any losses or damage suffered by RPM in connection with SaaS Data.
- d. RPM reserves the right, at any time and without notice to you, to review, monitor, flag, filter, modify, refuse or remove any or all SaaS Data from the SaaS offering which violate the terms of these provisions, but RPM has no obligation to do so. You agree to immediately remove or modify any SaaS Data that violates this Agreement or any applicable laws, rules, or regulations, including pursuant to a removal or modification request from RPM; if you do not do so, RPM may take down, delete or modify such SaaS Data. RPM assumes no liability or responsibility arising from your or any Authorised User's activities in connection with the SaaS offering, including, without limitation, any arising from SaaS Data that you or any Authorised User stores or otherwise uses in connection with the SaaS offering.
- e. Without limiting your ownership rights in the SaaS Data, you acknowledge and agree that RPM shall have the right to utilize data capture, syndication and analysis tools and other similar tools to extract, compile, synthesize and analyse any non-personally and non-Customer identifiable data or information resulting from your use of the SaaS offering ("Statistical Data"). Statistical Data may be collected by RPM for any lawful business purpose without a duty of accounting to you, provided that the Statistical Data is used only in an aggregated form without specifically identifying the source of the Statistical Data.
- f. RPM shall have no obligation to maintain or provide any SaaS Data beyond conclusion of any Initial SaaS Term or any Subsequent SaaS Term and shall, unless legally prohibited, delete all SaaS Data in its possession or under its control. Notwithstanding the foregoing, RPM may retain SaaS Data in backup media for an additional period of up to twelve (12) months, or longer if required by law.

9. Privacy and Data Security of SaaS Data – SaaS Data managed, processed or accessed by RPM through providing access to the SaaS offering will be managed, stored and used by RPM in accordance with RPM's Information Security Management System ("ISMS") and in the manner detailed in RPM's Privacy Policy available to view at www.rpmglobal.com. RPM has implemented and will maintain technical and organisational measures to protect any SaaS Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. RPM relies on third party service providers in order to deliver the Hosted Environment that hosts the SaaS offering. Accordingly, to the extent that personal information is hosted by or processed through the Hosted Environment or is otherwise under the control of any such service provider, it is subject to the relevant service provider's privacy policy. Where the SaaS offering is provided by a third-party service provider the SaaS Data will be managed, stored and backed up by that third party service provider. You acknowledge the third-party service provider's security practices will apply to the extent that the SaaS Data is under the service provider's control. RPM has the right to remove or disable access to any of the SaaS offering that, in RPM's sole discretion, violates the law or the Agreement, or is adversely affecting the performance of the SaaS offering. You acknowledge that, if RPM receives a direction from its third-party service provider to remove or disable access, RPM will need to act immediately to comply with that direction. To the extent required by any law, you shall: (a) notify the individual users of the SaaS offering that their personal information may be processed for the purposes of disclosing it to law enforcement or other governmental authorities when required by applicable law; and (b) obtain individual users' consent to the same.

10. RPM Fair Use Policy – Where the SaaS offering is multi-tenanted, shared and/or not dedicated solely for your use, the following fair use provisions shall apply. The Fair Use Policy is to support the consistent supply of products to all customers and end users recognising that networks are a shared resource and the activities of one person can detrimentally affect their use by other persons. In the event that your volume of use of the SaaS offering is in excess of its licensed rights and/or in a manner which may degrade or otherwise interfere with the SaaS offering, RPM may take appropriate measures, which may include immediate suspension or deactivation. Upgrades to the processing

capacity may be available at RPM's option but will be subject to an additional charge. RPM may monitor the external interfaces (e.g., ports) of SaaS Data to verify your compliance with these terms and you shall not block or interfere with such monitoring. You will reasonably cooperate with RPM to identify the source of any problem with the Hosted Environment that RPM reasonably believes may be attributable to the SaaS Data or excessive use of the SaaS offering. You must not, and must ensure its personnel do not, engage in unfair use. Examples of conduct that may constitute unfair use may include (a) excess transactions or upload or download usage in excess of the limits set out in the Product Schedule; (b) traffic volumes exceeding (even briefly) the traffic volumes that would reasonably be expected to be handled by the SaaS offering when used for the purpose of carrying out the internal business purposes contemplated by the Product Schedule; (c) intentional or reckless misuse of the SaaS offering in a manner that causes or may cause interference, disruption, congestion or, more generally, sub-optimal network performance; (d) disabling, disrupting or interfering with the regular working of any service or network, for example overloading it, denial of service attacks, or flooding a network, probing, scanning or testing the vulnerability of a system or network without due notice and/or breaching the security or authentication measures for a service or network; and/or (e) any other use which RPM considers, acting reasonably, to be inappropriate or excessive, as notified by RPM from time to time.

11. RPM Acceptable Use Policy – You are responsible for use of the SaaS offering to any individual or party that you request or provides access. Your use of the SaaS offering is subject to the following acceptable use provisions. You agree that you will not:

- a. use, or encourage, promote, facilitate or instruct others to use, the SaaS offering or provide any SaaS Data that is illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include (i) illegal, harmful or fraudulent activities - any activities that are illegal or that violate the rights of others, or that may be harmful to others, our operations or reputation; (ii) infringing content - content that infringes or misappropriates the intellectual property or proprietary rights of others; (iii) offensive content - content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable; and/or (iv) harmful content - content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, trojan horses, worms, time bombs, or cancelbots.
- b. use the SaaS offering to violate the security or integrity of any network, computer or communications system, software application, or network or computing device or make network connections to any third party users, hosts, or networks unless you have permission to communicate with them.
- c. distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this provision or the acceptable use policy of that provider.

RPM reserves the right, but do not assume the obligation, to investigate any violation of this policy or misuse of the SaaS offering. RPM may investigate violations, remove, disable access to, or modify any content or resource that violates this policy and/or report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this provision. RPM reserves the right, at any time, to deactivate or suspend your, or any Authorised User's access if use of the SaaS offering is found or reasonably suspected, in RPM's judgment, to violate the use restrictions set forth in the SLSA (including this Schedule).

12. Amendments to Software License and Maintenance Agreement – Terms and Conditions:

- a. Clauses 11 (Maintenance Fees), 12 (Your Right to Terminate) and 13 (Reinstatement) of Schedule 1 or Schedule 2 (as applicable), do not apply to the SaaS offering. Any reference to "License Term" in the Software License and Services Agreement – Terms and Conditions shall be read as a reference to the term of the SaaS Term (being the Initial SaaS Term or the Subsequent SaaS Term (as applicable)).
- b. Clause 2 (License) of the Software License and Services Agreement – Terms and Conditions is amended by appending the following to the end of the clause: *"The Customer is granted a non-exclusive right to access and use the SaaS offering to process customer data provided by the Customer (the 'SaaS Data') subject to the limitations and details specified in the Product Schedule. The Customer acknowledges that it shall have no right to receive any object code or source code relating to the SaaS product. The Customer grants to RPM a non-*

exclusive, non-transferable right to access and use the SaaS Data processed through the SaaS Offering as reasonably required to provide the SaaS offering to the Customer and its Authorised Users."

- c. Clause 5 (Delivery and Installation) of the Software License and Services Agreement – Terms and Conditions is replaced with the following: *"RPM will provide access to the SaaS offering hosted by RPM on a Hosted Environment of RPM's choosing. The Customer's Users will be located at branches or customer sites with reasonable network access. Customers will access the SaaS offering using the internal company network or over a secure internet connection."*
- d. Clause 6 (Documentation) of the Software License and Services Agreement – Terms and Conditions is amended by appending the following to the end of the clause: *"The Customer may not copy or incorporate portions of the Documentation or "screen shots" of the SaaS offering except in training materials for Customer's internal use only, provided that the incorporated materials shall bear a notice of RPM's copyright."*
- e. Clause 7 (Equipment) of the Software License and Services Agreement – Terms and Conditions is replaced with the following: *"RPM will ensure that the SaaS offering is provided on infrastructure in a Hosted Environment that meets the Minimum Hardware Requirements."*
- f. Clauses 12 (Licence Fee) and 13 (Maintenance Services and Maintenance Fee) of the Software License and Services Agreement – Terms and Conditions, are deleted and replaced with the contents of clause 3 (SaaS Fee) of this Schedule. All references to License Fee and/or Maintenance Fee in the Software License and Services Agreement – Terms and Conditions shall be read as to mean references to the SaaS Fee.
- g. Clause 17 (Verification) of the Software License and Services Agreement – Terms and Conditions is replaced with the following: *"You authorise RPM to access the SaaS offering and review any SaaS Data regularly and at any time for the purpose of conducting an inspection to determine and verify your compliance with the terms of this Agreement including but not limited to usage of SaaS within the required usage restrictions. RPM will conduct any such inspection during normal business hours in a manner that does not unreasonably interfere with your access to the SaaS offering. In the event that such inspections identify your usage of SaaS offering exceeds the relevant restrictions under the Product Schedule, the SLA or this Schedule, then you must immediately pay to RPM (at RPM's then current list price) the additional SaaS Fee to reflect your actual use of the SaaS offering, together with RPM's costs of the inspection (including the fees of any professional advisers instructed by RPM to assist in the inspection)."*
- h. Clause 46 (Definitions) of the Software License and Services Agreement – Terms and Conditions is amended by inserting the following new definitions:

"Software as a Service (or "SaaS")" means the provision by RPM of access to an RPM software Product through a Hosted Environment service provided by RPM."

"SaaS Data" means any data stored or transacted through the SaaS product managed by RPM in any Hosted Environment.

"Hosted Environment" means the environment procured and maintained by RPM for the benefit of providing access to the SaaS offering which may (at RPM's discretion) be procured from a reputable third party provider including Microsoft Azure or Amazon AWS. RPM will disclose where a third party service is utilised and where that is disclosed the Customer's use of that Hosted Environment will be read subject to the additional third party terms and conditions available to view at <https://azure.microsoft.com/en-us/support/legal/> or <https://aws.amazon.com/aup/>.