

ATLAN SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the "**Agreement**") entered into by and between the following parties on the Customer's signature date and shall take effect on the effective date of the first Order Form signed by the Parties ("**Effective Date**"):

Atlan Inc., with its registered office at Corporation Trust Center, 1209 Orange Street, Wilmington City, New Castle, 19801 ("**Atlan**");

AND

#[COUNTEPARTY_NAME]#, a #[COUNTERPARTY_INCORP_STATE]# corporation with its registered address at #[COUNTERPARTY_ADDRESS]# ("**Customer**")

each a "**Party**" and collectively "**Parties**".

Whereas, Atlan has created a Software (as defined hereinafter) that helps businesses decode data provided via subscription to the Services (as defined hereinafter) under this Agreement and the Customer confirms that they wished to subscribe to the Services exclusively for their Internal Business Purposes (as defined hereinafter).

Therefore, in consideration of mutual promises, agreements and covenants stated in this Agreement, which are acknowledged by the parties as good and valuable consideration, the Parties agree as follows:

1. **Constitutive Elements and Order of precedence.**

This Agreement and any Order Forms (as defined herein) thereunder ("**Constitutive Elements**") constitute the entire agreement and understanding between the parties. In case of conflict between the Constitutive Elements, the terms of the Order Form shall override the terms of this Agreement.

2. **Definitions**

Capitalized terms not otherwise defined in this Agreement or the Order Form are defined as follows:

- a. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the contracting entity. "Control," for purposes of this definition, means either: (a) ownership or control of more than 50% of the voting interests of the subject entity; or (b) the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract, or otherwise.
- b. "**Customer Data**" means all data (including all text, sound, video, image files, and other content of any kind or nature) that has been inputted into the Software for the purposes of the Services, including any Personal Data therein.
- c. "**Confidential Information**" means and includes non-public data, information and other materials regarding the products, Software, Services, or business of a party ("Discloser") provided to the other party ("Recipient"), where such information is marked or otherwise communicated as proprietary or confidential, or by its nature can be considered confidential and/or proprietary, and

shall include without limitation, any information shared in relation to the Software, Service Data and Customer Data.

- d. **“Data Protection Addendum”** or **“DPA”** shall mean the data protection addendum attached herewith as Appendix 1. As applicable, the parties may agree on a bespoke DPA as per Customer’s requirements (**“Bespoke DPA”**) in which event any references to DPA under this Agreement shall be deemed to be a reference to the Bespoke DPA.
- e. **“Data Protection Laws”** shall mean and include applicable data protection and privacy laws applicable to the Personal Data Processed by the Processor, including without limitation to, the EU General Data Protection Regulation (2016/679) (**“GDPR”**), the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each jurisdiction (**“ePrivacy Directive”**), GDPR as it forms part of United Kingdom law pursuant to Section 3 of the European Union (Withdrawal) Act 2018 (**“UK GDPR”**) and the Data Protection Act 2018, the California Consumer Privacy Act, 2018 (**“CCPA”**) the Singapore Personal Data Protection Act 2012 (**“SPDPA”**) as amended, replaced or equivalent legislation applicable to the Services from time to time and all legislation protecting the fundamental rights and freedom of persons and their rights to privacy and security of information applicable to the Processing of Personal Data;
- f. **“Documentation”** means technical documentation provided with the Software and/or available at <https://ask.atlan.com/hc/en-us> (as updated from time to time and notified to Customer via subscription to <https://shipped.atlan.com/>) or other Atlan’s written instructions.
- g. **“Fees”** means any charges paid or payable under this Agreement for the Services, such as the Subscription Fees and fees for Professional Services.
- h. **“Internal Business Purposes”** means purposes related to Customer’s internal business projects and processes that are not directly used to deliver services to third parties.
- i. **“Intellectual Property Rights”** or **“IPR”** means patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright, database rights, design rights, rights in confidential information, and any other intellectual property rights regardless of registration, including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which exist now or will in the future exist in any part of the World.
- j. **“Professional Services”** shall mean and include services provided by Atlan other than the Subscription Services, such as but not limited to, any implementation or maintenance and support services and may include other technical and non-technical services (such as, other professional services, training of Users, etc.) performed or delivered by Atlan and which may entail an additional fee under this Agreement.
- k. **“Order Form”** means an ordering document signed by Customer and Atlan (including when renewed or re-issued) that details the specifics of the Services purchased, including without limitation:
 - i. the Subscription Term;
 - ii. number of Software licenses purchased;
 - iii. their prices and other commercial terms as amended from time to time; and
 - iv. if applicable, Professional Services provided thereunder.

- l. "**Services**" shall mean and include the Customer's access to the Subscription Services and, as applicable, Professional Services.
- m. "**Service Data**" means any and all data (other than Customer Data) relating to, either directly or indirectly, the operation, support and/or Customer's use of the Services including but not limited to query logs.
- n. "**Software**" means Atlan's proprietary product or computer program (including any third party components embedded therein and updates thereof) to which the Customer is provided access as part of the Subscription Services. For the purposes of the Software, "**updates**" shall mean and include enhancements made to the components, features or functionalities of the Software purchased and listed on the Order Form (including those added at the time of renewals and upsells), such as but not limited to, security patches, bug-fixes, plug-ins and other minor day-to-day changes.
- o. "**Subscription Fees**" shall mean the fees mentioned in the Order Form for the Subscription Services subscribed for by the Customer.
- p. "**Subscription Services**" shall mean and include access to the Software within the scope of license described in Section 4 of this Agreement.
- q. "**Subscription Term**" shall mean the period specified in the Order Form for which the Services will be made available to the Customer for use as envisaged by this Agreement and shall include any renewal terms as agreed under subsequent Order Forms.
- r. "**Users**" shall mean the Customer, its employees, consultants, agents or other stakeholders authorized to use the Services. The Customer shall at all times be responsible and liable for the actions or inactions of these Users.

3. Ownership

- a. **Atlan.** As between the parties, Atlan and its licensors/ assigns own the past, present, future and associated Intellectual Property Rights in the Software, Documentation, Service Data and all copies or portions, and any derivative works thereof. In addition, suggestions or feedback provided by Customer to Atlan relating to the Software and Services, data pertaining to Software usage, and Documentation (collectively, "Feedback"), shall be proprietary to Atlan and deemed Atlan's Confidential Information, and the Customer consents to assignment of such Feedback to Atlan as required to give effect to this Section 3a. of the Agreement. For avoidance of doubt, Feedback expressly excludes Customer Data and Customer's Confidential Information.
- b. **Customer.** As between the parties, Customer, its Affiliates and its licensors/assigns own the past, present and future Intellectual Property Rights in the Customer Data and all copies or portions, and any derivative works thereof.
- c. The Parties acknowledge that a breach or threatened violation of their ownership rights as stated in the Section 3 may result in irreparable harm and suffering and accordingly, notwithstanding any other remedy available under this Agreement, the affected Party shall be entitled to seek injunctive or other relief to enforce the terms of this Agreement and/or against such violation.
- d. Atlan may, at any time, modify, novate, change, assign, destroy or in any manner deal with the Software or its rights or obligations as the proprietor of the Software, in order to comply with the

applicable laws (“**Regulatory Modification**”). It is however clarified that any such Regulatory Modification made to the Software that may materially degrade the Customer’s use of the Software or the Services shall be informed to the Customer with reasonable prior notice. Furthermore, in the event the Regulatory Modification actually materially degrades the Customer’s use of the Software or the Services, either party may terminate this Agreement upon written notice without liability with a prorated refund of any prepaid but unused Fees. For avoidance of doubt, the above shall be Customer’s sole and exclusive remedy in relation to a Regulatory Modification.

4. **Services**

- a. **Subscription Services.** During the Subscription Term, Atlan hereby grants to the Customer, subject to the terms and conditions stated in the Constitutive Elements, including the timely payment of the Subscription Fees (as defined in the Order Form), a worldwide, royalty free, non-exclusive, non-transferable, non-sublicensable, restricted and revocable, limited license to access and use the Subscription Services to process, manage, share, transform Customer Data owned, licensed to, and/or controlled by Customer and its Affiliates exclusively for its Internal Business Purposes and accessed only by the Users. Furthermore, Customer hereby grants to Atlan, subject to the terms and conditions stated in the Constitutive Elements, a worldwide, royalty free, non-exclusive, non-transferable, non-sublicensable, restricted and revocable, limited license to access and use the Customer Data as required for the purposes of provision of Services as envisaged under this Agreement.
- b. **Implementation Services.** For the purposes of the Customer commencing its use of the Subscription Services, Atlan offers certain implementation services. (“**Implementation Services**”). The Fees for these Implementation Services shall be detailed in the Order Form. Any amendments agreed in relation to the Implementation Services, where applicable, shall be attached herewith as Appendix 3.
- c. **Professional Services.** The parties may, from time to time, agree for the provision of additional Professional Services, other than Implementation Services, which, if applicable, shall be attached herewith as Appendix 4. The Fees for these Implementation Services shall be detailed in the Order Form.
- d. **Third party components.** The Customer agrees and acknowledges that the Software may contain certain third-party and/or open-source software which are subject to independent license terms (“**Third-party Components**”). Accordingly, any changes to such Third-party Components or their license terms is outside Atlan’s reasonable control. Atlan hereby warrants and represents that such use of the Third-party Components shall not interfere with Customer’s use of the Services in accordance with this Agreement. However, in the event any changes to the Third-party Components adversely impact the Customer’s use of the Services, Atlan agrees to take commercially reasonable steps to eliminate or mitigate the adverse impact on the Customer’s use of the Services, failing which, either party may terminate the Agreement, and Atlan shall provide Customer in good faith and without liability with a pro-rated refund of any pre-paid and un-used Fees. For avoidance of doubt, the above shall be Customer’s sole and exclusive remedy in relation to any changes to the Third-party Components as stated in this Section 4b.
- e. Except as stated under this Section 4, neither party grants any express or implied licenses under this Agreement.

- f. If the Customer's use of the Services hereunder is, or in Atlan's opinion is likely to be, enjoined in any infringement claim, Atlan may, at its sole option and expense: (a) procure for the Customer the right to continue using the Services under the terms of this Agreement; (b) replace or modify the Services so that it is non-infringing and substantially equivalent in function to the enjoined Services; or (c) if options (a) and (b) above cannot be accomplished within a reasonable time despite Atlan's commercially reasonable efforts, terminate the Agreement or any Order Form, in whole or in part, with respect to the affected Services and provide a refund of any prepaid unused Fees.
- g. **Service Data.** Atlan shall be entitled to use Service Data and track, store, publish, share and utilize any manner as it deems fit to improve and modify the existing offerings, including without limitation, Software usage information.
- h. **Service Level Commitment.** Subject to the terms and conditions contained in this Agreement, the Services shall at least be made available at the level detailed at <https://ask.atlan.com/hc/en-us/articles/4414501915025-Customer-support>.
- i. **Customer Affiliates.** Any of Customer's Affiliates may place an order for the Services under this Agreement, either through the Customer or on its own. In the event, the Customer Affiliate places an order on its own ("**Ordering Affiliate**"), all references to the Customer under this Agreement shall be deemed to be read as reference to the Ordering Affiliate. Without prejudice to the foregoing, Customer shall remain liable for the acts and/or omissions of its Affiliates under this Agreement, including their payment obligations.
- j. **Atlan Affiliates.** Atlan reserves the right to deliver the Services itself or via its Affiliates, including contracting via our Affiliates for marketplace deals as identified in the relevant Order Form. For avoidance of doubt, the Atlan entity stated in the Order Form shall assume all rights and obligations under this Agreement and be liable for any acts or omissions hereunder.

5. Customer Responsibilities

- a. **Customer Data.** Customer is solely responsible for the quality, accuracy and integrity of Customer Data (including without limitation, any Personal Data (as defined in Section 8 herein) inputted into the Software in relation to this Agreement. Accordingly, the Customer assumes sole responsibility for any results obtained from the Services based on the Customer Data and shall ensure that it does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark, or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious.
- b. **Users.** Customer will ensure that the Users authorized to use the Services (including Users from its Affiliates or any third-party) will comply with the Customer's obligations under this Agreement. The access to the Services is provided based on "**1 User, 1 credential**" and therefore, the Customer shall be liable for any acts or omissions of the Users in their use of the Services.
- c. **Restrictions on use of the Services.** Customer, its Affiliates, Users and/or Representatives shall not, either directly or indirectly:
 - (i) use the Software and/or Subscription Services for any purpose other than as provided in Section 4a, including without limitation, using it in performance of services for third parties as a service bureau or on a time sharing basis;
 - (ii) attempt in any way to: a) tamper with the underlying code of the Software or Subscription Services; b) create derivative works based on the Software; or c) reverse engineer,

- decompile, decrypt, disassemble, or otherwise reduce the Software to human-readable form;
- (iii) interfere or disrupt Atlan servers or networks, or disobey any network access or security requirements, policies, procedures or regulations of Atlan;
 - (iv) create programs competing with, similar or identical to the Subscription Services and/or Software based on the use or reference to Atlan's Confidential Information disclosed under this Agreement;
 - (v) use the Services or Software in violation of any applicable laws, including any relevant Data Protection Laws or in violation of this Agreement and the Documentation;
 - (vi) except to authorized Users, distribute, sell, license or in any manner provide or permit the use of the Services by unauthorized third parties for the benefit of anyone other than Customer;
 - (vii) alter or remove proprietary notices or legends contained on or in the Software; and/or
 - (viii) access or use the Subscription Services for (a) illegal activities or activities which are likely to be a security threat to any country; and (b) for any activity that may damage or hamper the reputation and/or goodwill of Atlan.

In the event of breach of the aforesaid restrictions, Atlan reserves the right to suspend the Customer's access to the Services. If the Services are to be suspended due to a breach of this Section 5, Atlan shall endeavor to provide as much prior notice as possible depending on the nature of the breach. Post suspension, parties shall mutually agree on a mitigation plan to rectify the breach of restriction within 30 days' failing which Atlan may terminate the Agreement as per Section 12b. of this Agreement.

6. Fees and Payment Terms

- a. Payment terms. Unless otherwise specified in the Order Form, all applicable Fees shall be paid within 30 days from the date of receipt of the invoice by the Customer. Except as expressly provided herein, Fees are non-refundable and non-cancellable. Any additional purchases of the Subscription Services or for Professional Services may be mutually agreed by the parties in writing from time to time.
- b. Invoicing. Atlan shall raise an invoice as soon as reasonably possible after execution of the Order Form and where applicable, after the receipt of a valid purchase order from the Customer at ar@atlan.com. The invoice, once raised, shall be deemed accepted within 15 days of its receipt. In case of delay in payment, Atlan shall have the right to charge a late payment interest at the rate of 1.5% per month for each day of delay until the invoice is paid in full and in case of delayed payment for more than 60 days, Atlan reserves the right to suspend the Services with a 5 days' written notice to the Customer.
- c. Taxes. All Fees under this Agreement are exclusive of applicable taxes which will be applied separately on the invoices which shall be payable by the Customer along with the Fees unless it provides Atlan a valid tax exemption certificate authorized by the appropriate tax authority. Customer is responsible for all taxes, except those directly relating to Atlan's net income, gross receipts, or capital stock. Atlan will invoice Customer for sales tax when required to do so and Customer will pay the tax unless Customer provides Atlan with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. Confidentiality

- a. The parties agree that the Services (and any performance data, benchmark results, and related technical information, Software usage), the Documentation, Atlan's pricing information, the existence of and the terms of the Constitutive Elements are Confidential Information. In addition, Customer Data shared with Atlan to perform its obligations under the Constitutive Elements shall also be considered Confidential Information. For avoidance of doubt, Confidential Information shall not include information which: (i) any information which is already in the public domain prior to its disclosure under this Agreement; (ii) the Recipient can demonstrate that it is already in possession of the information without a breach of this Agreement, including disclosure from a third party provided that the third party is not bound by any obligations of confidentiality vis-à-vis the Discloser unless such disclosure is approved by the Discloser in writing; or (iii) the Recipient can demonstrate that the information was independently developed without a breach of this Agreement. For avoidance of doubt, the Recipient may disclose Confidential Information required to be disclosed by the order of a court, or other governmental or regulatory authority provided that: (a) unless prohibited, the Discloser is notified with advance written notice of such disclosure request and assist the Discloser in seeking a protective order to prevent the disclosure; and (b) the disclosure is limited to a minimum.
- b. Maintenance of Confidentiality. The Recipient shall ensure that the confidentiality of the Confidential Information is maintained as per this Agreement or at least in accordance with its practices to maintain its own confidential information of a similar nature and is disclosed only on a need-to-know basis, including without limitation, any disclosure to its employees, directors, officers, consultants and/or agents ("**Representatives**") solely in relation to the Purpose of this Agreement. Unless as required in relation to this Agreement or otherwise expressly authorized in writing by the Discloser, Recipient shall not make any copies, whether electronic or otherwise, of the Confidential Information and shall immediately notify Discloser of any misuse, misappropriation or unauthorized disclosure of Confidential Information as soon as it comes to the Recipient's attention. For avoidance of doubt, Recipient, including its Representatives, shall not modify, reverse engineer, decompile, create other works from or disassemble any software programs contained in the Confidential Information The Receiving Party shall be liable for the non-compliance of such confidentiality obligations by its Representatives.

8. **Personal Data**

- a. Both Parties hereby warrant that they shall maintain compliance with applicable Data Protection Laws during the subsistence of their obligations under this Agreement and shall ensure its Affiliates, Representatives and Users also comply with the relevant obligations hereunder.
- b. Both Parties agree and acknowledge that during the performance of their rights and obligations under this Agreement, certain contact details of its Representatives and Users may be exchanged ("**Contact Details**") and in relation to such Contact Details, the receiving Party shall be deemed to be the Data Controller (as defined and understood under the applicable Data Protection Laws) and hereby is permitted to use the Contact Details to discharge its obligations under this Agreement.
- c. Parties further understand and acknowledge that the Services may be used to process Personal Data (as defined in the DPA) and the processing of such Personal Data by Atlan shall be carried out according to the terms of the DPA.

9. **Warranties**

- A. ATLAN WARRANTS: THAT: 1) THE SOFTWARE WILL FUNCTION, IN ALL MATERIAL RESPECTS, IN ACCORDANCE WITH THE DOCUMENTATION AND ANY CHANGES TO THE DOCUMENTATION SHALL NOT ADVERSELY IMPACT ITS USE BY THE CUSTOMER; 2) THE SERVICES, AS DELIVERED BY ATLAN, ARE FREE FROM SOFTWARE VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE, FILES, OR SCRIPTS INTENDED TO DO HARM; AND 3) IT WILL COMPLY WITH ALL APPLICABLE LAWS IN ITS PROVISION AND PERFORMANCE OF THE SERVICES HEREUNDER.
- B. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SOFTWARE IS PROVIDED 'AS-IS' AND ATLAN DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INFORMATION, MERCHANTABILITY, ACCURACY OR FITNESS FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT ATLAN KNOWS OR HAS REASON TO KNOW OF SUCH PURPOSE), WHETHER ARISING BY LAW, CUSTOM, USAGE IN TRADE OR BY COURSE OF DEALING. ATLAN AND ITS LICENSORS DO NOT WARRANT THE RESULTS OF ANY USE OF THE SOFTWARE AND/OR THE SERVICES, OR THAT IT IS BUG OR ERROR FREE, OR THAT ITS USE WILL BE UNINTERRUPTED OR FREE OF VULNERABILITY TO INTRUSION OR ATTACK BUT IT WILL TAKE ALL COMMERCIALY REASONABLE STEPS TO AVOID SUCH INTRUSIONS OR ATTACK. ATLAN DISCLAIMS ALL LIABILITY IN RELATION TO CUSTOMER DATA PROCESSED VIA THE SERVICES AND FOR ANY ERROR OR INTERRUPTION THAT MAY OCCUR DUE TO CUSTOMER, ITS AFFILIATES AND REPRESENTATIVES USE OF THE SERVICES IN BREACH OF THE DOCUMENTATION.
- C. THE CUSTOMER HEREBY WARRANTS THAT ITS USERS SHALL USE THE SERVICES AND/OR SOFTWARE AS PER THE TERMS OF THIS CONSTITUTIVE ELEMENTS AND THEREFORE A BREACH OF THE CONSTITUTIVE ELEMENTS BY A USER SHALL BE CONSIDERED A BREACH OF THE CUSTOMER, INCLUDING ANY UNAUTHORIZED ACCESS PROVIDED BY THE CUSTOMER OR ITS USERS TO A THIRD PARTY AND THEIR USE OF THE SOFTWARE. THE CUSTOMER SHALL TAKE ALL NECESSARY ACTIONS AND PRECAUTIONS TO PREVENT UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES AND SHALL NOTIFY ATLAN FORTHWITH OF ANY UNAUTHORIZED ACCESS OR USE.

10. Indemnification

- a. Atlan hereby agrees to indemnify and keep indemnified the Customer, its directors, employees, agents, consultants and licensors and assignees from and against any third party liabilities, claims, losses, actions, payments and/or demands (including the reasonable direct costs, expenses, dispute resolution costs and attorney's fees on account thereof) arising from or out of or relating to: (i) any infringement or misappropriation of third party Intellectual Property Rights by Atlan in connection with the Services as envisaged by this Agreement, including without limitation its compliance with Third-party License Terms, and (ii) any violation of applicable laws by Atlan in connection with the Services, including without limitation, the applicable Data Protection Laws (as defined in the DPA); provided that the Customer has not: (A) used the Software and/or Services or made any modifications to the Software and/or Services except as directed by Atlan in writing, including via Documentation; (B) with respect to intellectual property infringement claims, used the Software and/or Services in combination with a software or equipment not expressly covered in the Documentation; (C) used the Services and/or Software in breach of the terms of this Agreement.
- b. The Customer hereby agrees to indemnify and keep indemnified Atlan, its directors, employees, agents, consultants and licensors and assignees from and against any third party liabilities, claims, losses, actions, payments and/or demands (including the reasonable direct costs, expenses,

dispute resolution costs and attorney's fees on account thereof) arising from or out of or relating to (i) any infringement or misappropriation of any Intellectual Property Rights by the Customer in connection with use of the Services as envisaged by this Agreement, including without limitation its compliance with the Third-party License Terms as described under Section 4b. of this Agreement; (ii) any violation of applicable laws by the Customer in connection with the use of the Services, including without limitation, the applicable Data Protection Laws (as defined in the DPA).

- c. **Conditions for Indemnification.** A party seeking indemnification under this Section shall: (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

11. Limitation on Liability

- a. **Exclusion of Non-Direct Damages.** In no event shall either party or its Affiliates or Licensors or suppliers be liable for special, incidental, consequential, punitive, exemplary or tort damages (including, without limitation, any damages resulting from loss of use, data, profits, or business) arising out of or in connection with the Services, the Software or the Constitutive Elements, whether or not Atlan has been advised of the possibility of such damages.
- b. **Maximum Liability.** Subject to Sections 11a. and 11c., the cumulative liability of either party, including its Affiliates, whether in contract, tort, or otherwise, arising out of any or all claims in aggregate, arising out of or in connection with the Services, the Software or these Constitutive Elements shall not exceed the amount paid or payable under the relevant Order Form in the twelve months immediately preceding the events giving rise to the liability.
- c. **Exceptions.** The limitations and exclusions set forth in Sections 11.a and 11.b shall not apply to either party's liability for: (i) gross negligence or intentional misconduct, (ii) fraud or fraudulent misrepresentations, (iii) such party's obligations under Section 10 (Indemnification), or (iv) matters for which liability cannot be excluded or limited under applicable law.

12. Term and Termination

- a. **Term.** The Services under this Agreement shall commence on the Effective Date and continue until the expiry or termination of the last Order Form (including any amendments or renewals thereof) signed by the Parties ("**Term**").
- b. **Termination for cause.** Either Party may terminate this Agreement in its entirety or any Order Form: (a) With immediate effect, in the event that any regulation prohibits Atlan from providing the Services within that jurisdiction, upon providing written communication; ; or (b) on written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice describing the breach in detail; (c) immediately upon written notice if the breach is incurable; (d) as per Section 13k. in the event of a Force Majeure Event.
- c. **Effect of Termination.** Upon termination of this Agreement for any reason:
 - ii. all licenses granted by Atlan shall immediately terminate and the Customer shall immediately discontinue use of the Services and destroy all its copies and Documentation in its possession, custody, or control and confirm the same to Atlan in writing within 7 (seven) days from the effective date of termination.

- iii. all payments accrued before or on the date of termination shall become immediately due and payable within 7 days from the effective date of termination.
- iv. except for termination by Atlan, Atlan shall refund to Customer any pre-paid un-used Subscription Fees applicable to the then active Order Forms.
- v. the Recipient shall return, or as directed by the Discloser, destroy all the Confidential Information in its possession within 10 days of the expiry or termination of the Agreement and certify in writing to the Discloser of the return or destruction. The Recipient may retain copies of Confidential Information that are stored on Recipient's systems as part of its ordinary IT backup and disaster recovery policies provided that it shall maintain its confidentiality as per this Agreement until its deletion in the ordinary course of business.

13. General

a. Survival.

All clauses which by their nature must survive its expiry or termination will survive the expiry or termination of this Agreement, including without limitation, Section 2 (Definitions), Section 3 (Ownership), Section 5 (Customer Responsibilities), Section 7 (Confidentiality), Section 8 (Personal Data), Section 9 (Warranties and Representations), Section 10 (Indemnification), Section 11 (Limitation on Liability), Section 12 (Term and Termination) and Section 13 (General).

b. Publicity.

From time to time during the Term, Atlan may use the Customer's name, logo and/or any testimonials provided on their experience of the Services in its public domain collaterals.

c. Entire Agreement.

The Constitutive Elements constitute the entire agreement and understanding between the parties with respect to the subject matter of the Agreement, and supersede all prior communication made between the Parties, whether written or oral. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any attachment, exhibit, or addendum, the terms of such attachment, exhibit, addendum or Order Form shall prevail.

d. Severability.

If any provision of this Agreement or any Order Forms is found to be invalid or unenforceable for any reason, the remaining provisions will remain in full force and effect.

e. Waiver.

A waiver of any right or remedy under this Agreement or by law is only effective in writing. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

f. Assignment.

Neither this Agreement nor any of the rights and licenses granted under this Agreement may be transferred or assigned by either party without the other party's express written consent (not to be unreasonably withheld or delayed); provided, however, that either party may assign this Agreement and all Order Forms to its Affiliates or to its successor in interest in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the non-assigning party with written notice (if legally permitted) to

the other party of at least 90 days. Any other attempt to transfer or assign this Agreement will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

g. **Notice and other communications.**

All notices and other communications under this Agreement will be: (a) in writing; (b) in English; and (c) deemed given when delivered (or the first business day after delivery with confirmation of receipt, for notices permitted by email). All notices except for ordinary business communications will be cc'd to the address stated in Order Form.

h. **Dispute Resolution.**

Notwithstanding anything contained in this Agreement, the Parties hereby agree that they intend to discharge their obligations in utmost good faith and agree that they shall, at all times, make all attempts to resolve all differences, arising out of or in connection with this Agreement by way of each appointing one nominee / representative who shall discuss in good faith to resolve the difference ("**Good Faith Negotiation**"). In case the Good Faith Negotiation does not settle the dispute within 15 (fifteen) calendar days, it shall be referred to arbitration.

If, after Good Faith Negotiation the parties are unable to resolve the dispute, the parties agree that any and all disputes arising out of or in any way relating to this Agreement, including without limitation its existence, validity or termination, shall be resolved according to arbitration rules applicable in the jurisdiction listed in Section 13(i) exclusively by binding and confidential arbitration before a single arbitrator before the local arbitration authority ("**Applicable Arbitration Authority**") pursuant to the then existing arbitration rules of the Applicable Arbitration Authority. If the parties cannot agree upon selection of an arbitrator, then the Applicable Arbitration Authority shall appoint an arbitrator experienced in the enterprise software industry. The place of the arbitration will be the jurisdiction listed in Section 13(i). The arbitration will be conducted in English and the proceedings will be confidential. The arbitrator shall provide detailed written findings of fact and conclusions of law in support of any award. Judgment upon any such award may be enforced in any court of competent jurisdiction. Nothing shall preclude either Party from seeking interim or permanent equitable or injunctive relief, or both, from the competent courts, having jurisdiction to grant relief on any disputes or differences arising from this Agreement. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy (including for monetary damages) through the arbitration described in this Section.

i. **Governing Law.**

This Agreement shall be governed by the laws of the State of Delaware subject to the exclusive jurisdiction of the courts in Dover, Delaware, without regard to conflicts of laws principles.

j. **Independent Contractors.**

The Parties are each independent contractors with respect to the subject matter of this Agreement. Nothing contained in this Agreement will be deemed or construed in any manner to create a partnership, joint venture, employment, agency, fiduciary, or other similar relationship between the Parties.

k. **Force Majeure.**

If the performance of this Agreement or any obligation hereunder (other than obligations of payment) is prevented or restricted by reasons beyond the reasonable control of a party including but not limited to, computer related attacks, hacking, outbreak of an epidemic, war, acts of god, or acts of terrorism (a "**Force Majeure Event**"), the party so affected shall be excused from such performance and liability to the extent of such prevention or restriction. In case the Force Majeure

Event prevents the performance of obligations of the affected party for 30 days or more from the date of notification to the other party, then either party may terminate this Agreement without any prejudice. For avoidance of doubt, the effect of termination in such an event would be in accordance with Section 12c.

I. **Insurance.**

During the Term of this Agreement, Atlan will maintain insurance coverages as detailed in **Appendix 2** attached on the terms described therein.

This Agreement is agreed and accepted by the authorized representatives of the parties:

For Customer	For Atlan
Authorized Signatory:	Authorized Signatory:
Name:	Name:
Title:	Title:
Date:	Date:

APPENDIX 1: ATLAN DATA PROTECTION ADDENDUM

This DPA shall govern the rights and obligations between the parties to the Agreement in relation to the Purposes (as defined herein) vis-à-vis personal data by Atlan under the Agreement.

In view of the foregoing, the parties hereby agree as follows:

I. DEFINITIONS:

Unless otherwise stated or unless the context otherwise requires, each capitalized term will have the meaning set out below. Terms used but not otherwise defined in this Section shall have the meanings ascribed to them in the Data Protection Laws.

“Data Controller”	shall mean an entity that determines the purposes and means of the Processing of Personal Data. For avoidance of doubt, the parties agree and acknowledge that “Data Controller” is being used for convenience only. Therefore, all equivalent terms defined in the applicable Data Protection Laws shall be deemed to be referred as Data Controller for the purposes of this DPA, such but not limited to, “business” under CCPA or “organisation” under SPDPA.
“Data Protection Laws”	shall mean all applicable data protection and privacy laws applicable to the Personal Data Processed by the Processor, including without limitation to, the EU General Data Protection Regulation (2016/679) (“ GDPR ”), the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each jurisdiction (“ ePrivacy Directive ”), GDPR as it forms part of United Kingdom law pursuant to Section 3 of the European Union (Withdrawal) Act 2018 (“ UK GDPR ”) and the Data Protection Act 2018, the California Consumer Privacy Act, 2018 (“ CCPA ”) the Singapore Personal Data Protection Act 2012 (“ SPDPA ”) as amended, replaced or equivalent legislation applicable to the Services from time to time and all legislation protecting the fundamental rights and freedom of persons and their rights to privacy and security of information applicable to the Processing of Personal Data;
“Data Processor”	shall mean an entity that Processes Personal Data on behalf of the Data Controller. For avoidance of doubt, the parties agree and acknowledge that “Data Processor” is being used for convenience only. Therefore, all equivalent terms defined in the applicable Data Protection Laws shall be deemed to be referred as Data Processor for the purposes of this DPA, such but not limited to, “service provider” under CCPA or “data intermediary” under SPDPA.
“Data Subject”	means the identified or identifiable natural person to whom the Personal Data shared with the Processor under this DPA relates. For avoidance of doubt, the parties agree and acknowledge that “Data Subject” is being used for convenience only. Therefore, all equivalent terms defined in the applicable Data Protection Laws shall be deemed to be referred as Data Subject for the purposes of this DPA, such but not limited to, “consumer” under CCPA or “individual” under SPDPA.
“Personal Data”	shall mean any information, including opinions, relating to an identified or identifiable natural person (and includes similarly defined terms under the applicable Data Protection Laws) Processed under this DPA for the purposes of the Agreement, including without limitation, Personal information, sensitive

	personal information, special categories of personal data, derived personal data, as defined respectively under the applicable Data Protection Laws for the purposes of the Services.
“Process”	shall mean any operation or set of operations which is performed on Personal Data or sets of Personal Data, whether or not by automated means, such as collecting, gathering, obtaining, receiving, accessing, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, aligning or combining, restricting, erasing, destroying, using, disclosing by transmission, dissemination, or otherwise making available and the terms “Processing” , “Processed” and “Processes” shall be construed accordingly.
“Standard Contractual Clauses”	shall mean the contractual clauses set out in the European Commission’s Decision of 4 th June 2021 on standard contractual clauses for the transfer of Personal Data to Processors established in third countries, under the Data Protection Laws, as may be amended by the European Commission from time to time; and
“Security Incident”	shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Personal Data
Special Categories of Personal Data	shall mean and include any categories of Personal Data that have been accorded a special status under the applicable Data Protection Laws due to their nature and need a higher standard of care when being handled, including without limitation, medical or health information, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, sex life and sexual orientation.
“Sub-processor”	shall mean any downstream processors used by the Data Processor to Process Personal Data while providing the Services to the Data Controller.
“Supervisory Authority”	shall mean the relevant supervisory or regulatory authority with responsibility for privacy or data protection matters in the jurisdiction of the Data Controller.

II. ROLE AND SCOPE OF PROCESSING:

1. **Role.** As between the parties, Atlan (as defined in the Agreement) and all its Affiliates that may Process Personal Data under this DPA shall be deemed as the “Data Processor” (or Sub-processor, as applicable) acting on behalf of the Customer. The parties agree that Customer Affiliates (as defined in the Agreement) may request for Services under this Agreement and as such, for the purposes of this DPA, in the event, the Customer Affiliates require Processing of Personal Data: (a) the Customer must confirm the instructions provided by its Affiliates and their Users; (b) the Customer shall ensure that the terms of this DPA are appropriately flowed down to its Affiliates and shall remain liable to the Data Processor for any non-compliance by its Affiliates of this DPA; and (c) any claims against the Data Processor related to this DPA shall be exclusively brought by the Customer and shall be subject to any liability restrictions set forth in the Agreement, including, but not limited to, any aggregate limitation of liability.

2. **Scope of Processing**

- a. **Purposes.** Processing of Personal Data under this DPA shall be solely limited to the provision of Services and only as instructed by the Data Controller, including without limitation, any support services provided by the Data Processor for which it may need to access Personal Data. For clarity, if the Data Processor doubts the legality of the instructions provided by the Customer, it has the right to clarify its doubts prior to Processing the Personal Data and shall not be liable for any claims or non-compliance with Data Protection Laws if it acts on the instructions of the Customer. Furthermore, in the event any instructions provided by the Data Controller are held to be illegal and/or non-compliant with the applicable Data Protection Laws and the Data Processor is held liable for the same, the Customer shall indemnify the Data Processor under Section 10b. of the Agreement.
- b. **Prohibitions on Processing.** Data Processor agrees that it is prohibited from:
 - (i) selling any Personal Data received under this DPA; and/or
 - (ii) acting contrary to the Data Controller's instructions except where it doubts the legality of the instructions whereunder it may delay Processing until its doubts are clarified by the Data Controller; and/or
 - (iii) using or in any way Processing the Personal Data received hereunder for any purposes other than to deliver Services to Data Controller or otherwise without Data Controller's express written consent; and/or
 - (iv) retaining, using, or disclosing the Personal Data (i) for any purposes (including commercial purposes) other than for provision of Services or (ii) outside the direct business relationship between the parties unless, in each case, expressly permitted by the applicable Data Protection Laws.
- c. **Notice of inability to comply with obligations under this DPA.** Atlan shall promptly notify the Customer, in writing, if it determines that it can no longer meet its obligations under this DPA. Upon such notice, Customer may direct the Data Processor to take reasonable and appropriate steps to remediate the inability and may ask for temporary suspension of Processing.
- d. **Categories of Data Subjects and Personal Data Processed.** The categories of Data Subjects to whom the Personal Data relates and categories of their Personal Data (including without limitation, contact details, financial information and where applicable special categories or sensitive Personal Data) to be Processed by Atlan under the Agreement shall be solely determined and controlled by the Customer (including where Atlan may be a sub-processor).
- e. **Retention of Personal Data.** Any Personal Data Processed pursuant to the Agreement shall be retained until required for the provision of Services. For avoidance of doubt, any Personal Data retained by the Processor as part of its internal policies and procedures, including any back-up protocols, shall be deleted as per its policies in the ordinary course of business.

III. **SUB-PROCESSORS:**

1. **Authority to use Sub-processors.** To the extent necessary to fulfil the Services, the Data Controller understands and hereby authorizes the engagement of Sub-processors by the Data Processor to deliver the Services. The list of Data Processor's current Sub-processors is attached herewith as Schedule 1.
2. **Liability for Sub-processors.** The Data Processor shall: (a) enter into a written agreement with each Sub-processor imposing data protection obligations no less protective than agreed in this DPA to the extent applicable to the Services provided by the Sub-processor; and (ii) remain liable for each Sub-processor's compliance with the obligations under this DPA. Upon written request, and subject to any confidentiality restrictions, Data Processor shall provide Customer all relevant information it reasonably can in connection with its applicable Sub-processor agreements where required to satisfy Customer's obligations under Data Protection Laws.
3. **Changes to Schedule 1.** Any changes to Schedule 1 shall be notified to the Customer as soon as reasonably possible. The Customer may raise an objection to the changed Sub-processor within 15 (fifteen) days from the date of notification by the Data Processor after which it shall be deemed that the Customer has no objections to the new Sub-processor. The objections must be submitted in writing demonstrating reasonable grounds which shall be discussed by the parties in good faith to find a resolution. In the event, the parties are unable to find a resolution within a reasonable time, including without limitation, the Data Processor being unable to provide an alternate Sub-processor, the Customer's sole remedy shall be to terminate the impacted Order Forms.

IV. DATA PROTECTION WARRANTIES AND OBLIGATIONS:

1. Each party agrees and warrants that it shall comply with the applicable Data Protection Laws. Accordingly, the Customer hereby confirms that it has the necessary approvals, permits, licenses, consents from Data Subjects, Data Controllers and/or competent authorities in respect of the instructions provided to the Data Processor under the Agreement, including without limitation, permission for international data transfers by the Data Processor as applicable.
2. The Data Processor warrants and undertakes that while Processing the Personal Data, it shall:
 - a. not transfer Personal Data outside the Hosting Regions except in accordance with Section VI of this DPA;
 - b. restrict access to Personal Data only to persons for whom access to such data is necessary for the performance of the Services which shall always be subject to Customer consent;
 - c. flow down the obligations of confidentiality under Section 7(Confidentiality) of the Agreement and those described under this DPA to all persons authorized to access Personal Data via appropriate written agreements;
 - d. implement commercially reasonable technical and organizational measures (as further described in **Schedule 2**) to protect any Personal Data Processed by it under the Agreement, including without limitation, Article 32(1) of GDPR and/or SPDPA. For avoidance of doubt, Data Processor retains the right to update the measures described in Schedule 2 from time to time provided that any such updates shall not materially diminish the overall security of the Service or Customer Personal Data;
 - e. inform the Customer promptly, and in any event within three (3) business days, of any enquiry or complaint received from a Data Subject or Supervisory Authority relating to a Data Subject's rights under the applicable Data Protection Laws; and
 - f. immediately inform the Customer of any doubts as to the legality of the instructions issued by the Customer and/or its Users.

3. If a law enforcement agency sends Atlan a request to access any Customer Personal Data, Atlan will attempt to redirect the law enforcement agency to request such data directly from the Customer. As part of this effort, Atlan may provide Customer's contact information to the law enforcement agency. If compelled to disclose such data under a written order, then Atlan will give Customer reasonable written notice of the demand to allow Customer to seek a protective order or other appropriate remedy to the extent Atlan is legally permitted to do so.

V. COOPERATION:

1. **Data Subject requests.** In the event Atlan receives any request from Data Subjects or applicable Supervisory Authorities, that relates to a Data Subject's Personal Data, Atlan shall notify the Customer in writing within 72 hours of such request being made and not respond to such communication without Customer's prior written authorization other than to inform the requestor that Atlan is not authorized to directly respond to the request. Atlan shall use commercially reasonable efforts to redirect the request directly to the Customer unless legally prohibited from doing so.
2. **Data Protection Impact Assessments.** Taking into account the nature of the Processing and information available to Atlan, Atlan shall provide any and all information regarding the Services requested by Customer to enable Customer to carry out data protection impact assessments or similar evaluations and assessments where required under the Data Protection Laws, including in relation to its sub-processors.

VI. SECURITY INCIDENT:

The Data Processor shall, as soon as practically possible but no later than 72 hours from the occurrence of a Security Incident, notify to the Customer by e-mail and take reasonable steps to contain, investigate, and mitigate the Security Incident. The Data Processor shall endeavour to provide the Data Controller of any such information that the Data Controller may reasonably request for pertaining to the Security Incident. Customer shall have sole discretion as to whether any notifications will be made following a Security Incident involving Customer Personal Data. Atlan shall cooperate with Customer's efforts to notify affected or potentially affected Data Subjects, regulatory authorities, and/or third parties as required by applicable Data Protection Laws.

VII. INTERNATIONAL DATA TRANSFERS

1. **Hosting Region.** Data Processor will only host Customer Personal Data in the region(s) offered by the Data Processor and selected or configured by the Customer via the Software (the "**Hosting Region**"). Customer is solely responsible for the regions from which its Users access the Customer Personal Data, for any transfer or sharing of Customer Personal Data by Customer or its Users and for any subsequent designation of other Hosting Regions. Once Customer has selected a Hosting Region, subject to Sections IV 2 b., c. and d. below, the Data Processor will not Process Customer Personal Data from outside the Hosting Region except as reasonably necessary to provide the Services and to deliver the Purposes envisaged by this DPA, or as necessary to comply with the applicable laws or binding order of a governmental body.
2. **Singapore Personal Data Transfers.** In cases where SPDPA applies, to the extent that the Services involve a transfer of Customer Personal Data by the Data Processor outside of Singapore, the Customer authorizes the Data Processor to transfer the Customer Personal Data

across international borders only as necessary and required for the provision of Services. The Data Processor shall notify the Customer, describing the details of transfers of Personal Data outside of Singapore, before any such transfer is made.

3. **European Personal Data Transfers.** In cases where GDPR applies, transfer of Customer Personal Data outside the European Union, European Economic Area or any other jurisdiction to which GDPR applies and always subject to the national laws of the member states, the parties shall enter into the applicable Standard Contractual Clauses (Controller to Processor or Processor to Processor in case the Data Processor is Customer's Sub-processor) and incorporated by reference.
4. **UK Personal Data Transfers.** In cases where UK GDPR applies, any international data transfers shall remain subject to the terms of the UK GDPR and such transfers shall be governed by the International Data Transfer Addendum issued by the Information Commissioner's Office under s.119(A) of the UK Data Protection Act 2018.

VIII. RETURN AND/OR DELETION OF PERSONAL DATA

Upon expiry or termination of the Agreement or the last Order Form executed by the parties, whichever is later and subject to applicable Data Protection Laws, the Data Processor shall return, or delete as requested by the Customer any time during the Term of the Agreement, the Personal Data in its possession within 30 days from the expiry, termination, or request for deletion. For the purposes of this DPA, deletion would include physical or logical deletion, ensuring that the Personal Data cannot be restored extending to all copies held by the Data Processor, including backups. Logical deletion methods will be considered appropriate if they are multi-pass overwrite methods. The Data Processor will provide written confirmation that deletion has been completed, including the physical deletion and method used. For avoidance of doubt, if any Customer Personal Data is retained in the Data Processor's archives or IT back-up, the Data Processor shall continue to be bound by the Data Protection Laws in relation to the retained Personal Data and delete the same in due course of business as per its internal policies.

IX. DURATION AND TERMINATION:

The term of this DPA shall commence on the Effective Date of the Agreement and conclude concurrent to the Term of the Agreement or the last Order Form executed by the parties, whichever is later. For clarity, in case the parties sign an evaluation agreement prior to signing the Agreement and it requires the signing of this DPA, then the terms agreed under the evaluation agreement shall continue to apply for the entire duration of the parties' business relationship and shall apply to any and all processing of Personal Data under the Agreement. However, in the case of an unsuccessful evaluation, the DPA shall co-terminate with the expiry or termination of the applicable evaluation agreement.

X. AUDIT

The Data Processor will allow and shall cooperate with the Customer during an audit of the Processing of the Personal Data, on request and at Customer's cost. Audits will be conducted by the Customer and/or its representative after providing a reasonable prior notice of at least 15 days either at the Data Processor's premises or online via a remote access. The Customer hereby agrees that in exercising its audit rights under this Section, it shall ensure no harm is caused to the Data Processor's systems or its ability to deliver Services to its customers and the

scope of such audit shall extend only to matters concerning Data Processor's compliance with this DPA.

XI. RELATIONSHIP WITH AGREEMENT

1. Parties agree and acknowledge that this DPA replaces and supersedes any existing data processing addendums, attachments, exhibits or standard contractual clauses that the parties may have entered into previously in connection with the Services.
2. Except as provided by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict in connection with the Processing of Customer Personal Data. Notwithstanding the foregoing, and solely to the extent applicable to any Customer Personal Data comprised of patient, medical or other protected health information regulated by HIPAA, if there is any conflict between this DPA and a business associate agreement between Customer and the Data Processor, then the business associate agreement shall prevail.
3. Notwithstanding anything to the contrary in the Agreement or this DPA, each Party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or relating to this DPA in connection with the Agreement shall remain subject to any aggregate limitations on liability set out in the Agreement.

XII. Without prejudice to the rights of the Data Subjects, this DPA shall not benefit or create any right or cause of action on behalf of a third party (including a third-party Data Controller).

XIII. This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement.

SCHEDULE 1 – LIST OF SUB-PROCESSORS

Sub-Processor	Address	Purposes
Amazon Web Services. Cloud Storage Services/ Environment	As per location of Customer Personal Data	For the provision of storing Customer Data for the purpose of provision of agreed services.
Atlan Inc.	1000 N West Street Suite 1281-M #171 Wilmington, DE 19801	For the purpose of provision of agreed services as per access provided by the Data Controller.
Atlan Technologies Pvt. Ltd.	02A-121, 2nd Floor, Gate No 3, WeWork Eldeco Centre, Next to Malviya Nagar Metro Station, New Colony, Hauz Rani, South Malviya Nagar, New Delhi, Delhi - 110017	For the purpose of provision of agreed services as per access provided by the Data Controller
Atlan Pte. Ltd.	3 Coleman Street, #03-24 Peninsula Shopping Complex, Singapore (179804)	For the purpose of provision of agreed services as per access provided by the Data Controller
Azure Open AI	As per location of the Customer instance	For the purpose of provision of agreed services as per access provided by the Data Controller

SCHEDULE 2 – TECHNICAL AND ORGANISATIONAL MEASURES FOR DATA PROTECTION AND SECURITY OF THE DATA

We currently observe the Security Measures described in this Annex 2. All capitalised terms not otherwise defined herein will have the meanings as set forth in the General Terms. For more information on these security measures, please refer to Atlan's SOC 2 Type II Report, HIPAA Report and Penetration Test Summaries, available at request.

Measures of pseudonymisation, encryption of personal data and the protection of data during transmission and storage

In-transit: We require HTTPS encryption (also referred to as SSL or TLS) on all login interfaces and for free on every customer site hosted on the Atlan product(s). Our HTTPS implementation uses industry standard algorithms and certificates.

At-rest: We store user passwords following policies that follow industry standard practices for security. We have implemented technologies to ensure that stored data is encrypted at rest.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

Atlan has personnel responsible for oversight of security. It has a dedicated security team to implement, investigate and review security controls and incidents.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Outsourced processing: We host our Service with outsourced cloud infrastructure providers. Additionally, we maintain contractual relationships with vendors in order to provide the Service in accordance with our DPA. We rely on contractual agreements, privacy policies, and vendor compliance programs in order to protect data processed or stored by these vendors.

We implement industry standard access controls and detection capabilities for the internal networks that support its products.

Access controls: Network access control mechanisms are designed to prevent network traffic using unauthorised protocols from reaching the product infrastructure. The technical measures implemented differ between infrastructure providers and include Virtual Private Cloud (VPC) implementations, security group assignment, and traditional firewall rules.

Product access: A subset of our employees have access to the products and to customer data via controlled interfaces. The intent of providing access to a subset of employees is to provide effective customer support, product development and research, to troubleshoot potential problems, to detect and respond to security incidents and implement data security. All such access is logged. Employees are granted access by role and by the principle of least privilege.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

Penetration testing: We maintain relationships with industry recognized penetration testing service providers for four annual penetration tests. The intent of the penetration tests is to identify and resolve foreseeable attack vectors and potential abuse scenarios. Penetration tests are performed against the application layers and network layers of the Atlan technology stack.

Responsible disclosure: A responsible disclosure program invites and incentivises independent security researchers to ethically discover and disclose security flaws. We implement a responsible disclosure program in an effort to widen the available opportunities to engage with the security community and improve the product defences against sophisticated attacks.

Measures for user identification and authorisation

Authentication: We implement a uniform password policy for our customer products. Customers who interact with the products via the user interface must authenticate before accessing non-public customer data.

Authorisation: Customer Data is stored in storage systems accessible to Customers via only application user interfaces and application programming interfaces. Customers are not allowed direct access to the underlying application infrastructure. The authorisation model in our product is designed to ensure that only the appropriately assigned individuals can access relevant features, views, and customization

options. Authorization to data sets is performed through validating the user's permissions against the attributes associated with each data set.

Measures for ensuring physical security of locations at which personal data are processed

We host our product infrastructure with outsourced infrastructure providers. We do not own or maintain hardware located at the outsourced infrastructure providers' data centres. Production servers and client-facing applications are logically and physically secured from our internal corporate information systems. The physical and environmental security controls are audited for SOC 2 Type II and ISO 27001 compliance, among other certifications.

Measures for ensuring events logging

We designed our infrastructure to log extensive information about the system behaviour, traffic received, system authentication, and other application requests. Our personnel, including security, operations, and support personnel, are responsive to known incidents.

Measures for ensuring system configuration, including default configuration

We harden our server infrastructure using a hardening standard based on a common industry standard.

Measures for internal IT and IT security governance and management

Access review: Access to critical infrastructure is reviewed by our IT team on a quarterly cadence.

Security awareness and training: Internal security training and a compulsory review of our security policies is conducted for all of our employees on an annual basis. Phishing simulations are conducted on a regular basis to ensure that our employees are aware of the dangers and how to handle phishing emails.

Measures for certification/assurance of processes and products

We engage an external auditor to perform audits and provide attestations that we comply with SOC 2 Type II and HIPAA requirements.

Measures for ensuring data minimisation

We only persist metadata on data assets. We pass-through raw data from tables for our Preview and Query features to end users, but this data is not persisted in the platform. Customer is in complete control of the metadata and raw data that the Atlan application has access to.

Measures for ensuring data quality

We allow users to update the information in their accounts themselves or via requests to its customer support function, the Customer Success Team.

Measures for ensuring limited data retention

We maintain a Data Retention Policy setting out the retention periods for various types of data based on legal requirements, justified interests and the purposes of collection.

Measures for ensuring accountability

We have appointed a Grievance Officer and a Data Protection Officer.

Measures for allowing data portability and ensuring erasure

We have a process in place to ensure that our users are able to exercise their rights to data portability and erasure as described in our Privacy Notice available at <https://atln.cm/pvcy>.

APPENDIX 2: INSURANCE

Atlan and its Affiliates are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as it believes to be prudent and customary to Atlan's business as well as required by applicable laws which are further detailed as follows:

- (i) **Statutory Workers' Compensation** in an amount sufficient to meet applicable state statutory liability limits covering its employees, including a waiver of subrogation obtained from the carrier in favor of the Customer. Such insurance will comply with the workers' compensation laws of any state in which Atlan does business or otherwise operates.
- (ii) **Commercial General Liability** in an amount no less than \$3,000,000 per each occurrence and \$3,000,000 in the aggregate covering bodily injury, broad form property damage, personal injury, products and completed operations, contractual liability and independent contractors' liability. All Participating Eligible Purchasers, their officers and employees will be included as additional insureds on this policy, and a waiver of subrogation will be obtained from the carrier in favor of all Participating Eligible Purchasers.
- (iii) **Professional Services Errors & Omissions Liability** insurance covering Atlan's monetary damages resulting from errors or omissions of the Contractor, its principals or personnel in the course of rendering or failing to render the services to which this Agreement pertains, with a limit of \$2,000,000 per claim/wrongful act and \$2,000,000 in the aggregate. Such insurance shall extend to cover damages arising out of any wrongful acts, errors or omissions of any individual when acting under Contractor's supervision, direction, or control.
- (iv) **Cyber Liability** in an amount no less than \$5,000,000 per claim.

As applicable, the aforesaid policies will be extended to cover the liability of the Customer its officers, directors and employees due to an error or omission by Atlan or that may arise from the services provided by Atlan according to this Agreement or any Order Form in relation to Commercial General Liability and Professional Services Errors & Omissions Liability insurance coverages. Such insurance will apply as primary insurance and no other insurance will be called upon to contribute to a loss covered thereunder. In addition, such policies will permit Atlan to waive, on its own behalf and on behalf of its insurers, any rights of subrogation against the Customer.

The Customer may request for copies for and Atlan will provide certificates of insurance evidencing the aforesaid coverages and limits thereof upon 15 days' written notice.

If any such liability policies are on a "claims made" basis, Atlan will agree to maintain such coverage in force for 1 year following termination or expiration of this Agreement or to purchase adequate "tail liability" insurance upon the termination of this Agreement.