

## Terms & Conditions for Integration Packs

**1. Access.** Subject to these Terms & Conditions for Integration Packs (these “**Terms**”) and the terms in any investment summary or ordering document which reference these Terms, Armanino Solutions, LLC (“**Armanino**”) will provide you access to the Integration Packs specified in the applicable ordering document.

**2. Third Party Providers; Restrictions.** Access to the Integration Packs may include access to products and services provided by third parties, including TIBCO Software, Inc. The products and services offered by TIBCO are called the “TIBCO Services,” and together with the Integration Packs, the “Subscription Services.” You may only use of the TIBCO Services in connection with and as part of the Integration Packs. In no event will you use the Subscription Services, or any part thereof, in connection with any other program or application, or any combination thereof, and in no case will you resell, redistribute, sublicense or otherwise transfer the Subscription Services or use the Subscription Services to provide applications or services to any third party. Customer will not (i) permit any third party to access the Subscription Services except as permitted herein or the applicable ordering document, (ii) create derivative works based on the Subscription Services except as authorized herein, or (iii) reverse engineer the Subscription Services.

**3. Fees and Payment.** Fees for Subscription Services are set forth in the applicable ordering document (the “**Subscription Fees**”). Unless otherwise specified in an ordering document, Armanino may increase Subscription Fees in a Renewal Term (as defined herein) and will provide you with notice of any pricing changes at least sixty (60) days prior to end of the then-current Term (as defined herein). All pricing changes will become effective as of the beginning of the Renewal Term immediately following the pricing change notice. Unless otherwise set forth in an ordering document, Armanino will invoice all annual Subscription Fees in advance, and any usage-based Subscription Fees monthly in arrears, and such fees will be due and payable as of the date of Armanino’s invoice. All payments will be made in United States dollars to the payment address indicated in the ordering document. Overdue payments will bear a late payment fee of the greater of 1% per month or the maximum rate allowed by law. If you fail to make timely payment of the Subscription Fees, or any other fees due hereunder, Armanino may suspend your access to the Subscription Services. You will be solely responsible for all sales, use, value added, and excise taxes, withholdings, backup withholding and the like applicable to your access to the Subscription Services.

**4. Support and Professional Services.** You may request from Armanino or its affiliates technical support or professional services related to the Subscription Services (“**Support**”). Support for the Subscription Services will be provided to you by Armanino or its affiliates in accordance with Armanino’s standard terms & conditions for Support. If you request consultative services or non-standard support, you will pay to Armanino or its affiliate, as the case may be, the fees for such services on a time and materials basis at then-current hourly rate. You will reimburse for all reasonable travel and other related expenses incurred by Armanino or its affiliate in connection with providing non-standard Support.

**5. Term; Termination.** Unless otherwise specified in an ordering document, these Terms will continue for the Initial Term set forth in the applicable ordering document (the “**Initial Term**”). If there is no Initial Term set forth in the applicable ordering document, the Initial Term will be one (1) year from the date of your payment for the Integration Packs. Following the Initial Term, these Terms and the Subscription Services at the then-current usage levels will automatically renew for additional successive terms of one (1) year (each, a “**Renewal Term**”) unless either party gives notice to the other party of its intention not to renew these Terms no later than thirty (30) days before the end of the Initial Term or then-current Renewal Term, as applicable. The Initial Term, together with any Renewal Term(s), is referred to as the “**Term**.” Either party may terminate these Terms by written

notice to the other party in the event that the other party materially breaches these Terms and does not cure such breach within thirty (30) days of such notice. Armanino may terminate these Terms immediately and without penalty in the event that we are unable to provide access to the TIBCO Services or alternative hosting services.

**6. Suspension.** You agree that Armanino may, with reasonably contemporaneous notice (by telephone or otherwise), suspend your access to the Subscription Services if Armanino reasonably believes that your use of the Subscription Services is causing harm to Armanino or others, or if Armanino is directed to do so by a third party provider or government or regulatory authority. Armanino will promptly reinstate your access to the Subscription Services once the harm has been remediated to Armanino’s satisfaction.

**7. Warranty Disclaimer.** ALL SUBSCRIPTION SERVICES, SUPPORT AND ANY OTHER SERVICES PROVIDED PURSUANT TO THESE TERMS ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. ARMANINO DOES NOT REPRESENT THAT (I) COMPANY’S USE OF THE SUBSCRIPTION SERVICES, SUPPORT, OR OTHER SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, (II) THE SUBSCRIPTION SERVICES, SUPPORT, OR OTHER SERVICES WILL MEET COMPANY’S REQUIREMENTS, (III) ALL ERRORS IN THE SUBSCRIPTION SERVICES OR OTHER SERVICES WILL BE CORRECTED, OR (IV) THAT THE OVERALL SYSTEM THAT MAKES THE SUBSCRIPTION SERVICES, SUPPORT, OR OTHER SERVICES AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND COMPANY’S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**8. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND PROFESSIONAL REGULATIONS, IN NO EVENT WILL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY: (A) SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY NATURE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES IN AN AMOUNT GREATER THAN THE AMOUNT PAID TO US BY YOU IN THE TWELVE MONTHS PRIOR TO THE DATE THE CLAIM AROSE FOR THE INDIVIDUAL SUBSCRIPTION SERVICE THAT GAVE RISE TO THE CLAIM. IN ADDITION, WE WILL ONLY BE LIABLE FOR THE AMOUNT OF DAMAGES (INCLUDING ECONOMIC AND NON-ECONOMIC DAMAGES) ALLOCATED TO US IN PROPORTION TO OUR PERCENTAGE OF FAULT, AND A SEPARATE JUDGMENT WILL BE RENDERED AGAINST US FOR THAT AMOUNT.

**9. Compliance.** You agree to comply with all applicable laws in connection with these Terms and access to the Subscription Services. You acknowledge that the Subscription Services do not comply with the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued thereunder (“**HIPAA**”), and you are solely responsible for any applicable compliance with HIPAA and may not use the Subscription Services in a manner to require Armanino or the Subscription Services to be compliant with HIPAA. Without limiting your obligations set forth in this Section 9, you are solely responsible for compliance with the Payment Card Industry Data Security Standards and Financial Services Modernization Act of 1999.

**10. Representations.** You grant to Armanino and its third party providers a worldwide, non-transferrable license to access your data used in connection with the Subscription Services (“**Your**

Data”) for the sole purposes of operating and providing the Subscription Services, providing technical support, and, on an aggregated and anonymized basis, improving the Subscription Services. You represent and warrant that (i) you have the right to provide Your Data to be processed by the Subscription Services, (ii) the provision of Your Data hereunder will not violate any applicable laws or regulations, including without limitation any laws or regulation relating to data privacy, and (iii) you will use commercially reasonable and industry standard efforts to prevent the Your Data from including viruses, Trojan horses, and comparable elements which could harm the systems or software used by Armanino or its providers to provide the Subscription Services. You acknowledge that you will be responsible for entering and maintaining Your Data. You will have sole responsibility for the accuracy, integrity, legality, appropriateness, and intellectual property ownership or right to use of Your Data.

**11. Indemnification.** You will defend, indemnify, and hold Armanino, TIBCO Software Corporation, and their officers, directors, affiliates, successors, and assigns (collectively, the “**Indemnified Parties**”) harmless from and against any third party claim, and all losses, expenses (including reasonable attorney’s fees), damages, and liabilities whatsoever associated with such claim, arising from an allegation that (1) your use of the Subscription Services or Your Data or any part thereof (i) infringes any intellectual property rights of any third party, or (ii) violates any applicable data privacy law, regulation or right and (2) arises from a breach of your representations set forth in these Terms. The Indemnified Parties may cooperate with you, at your request and expense, in defending or settling such claim, and may join in the defense with counsel of their choice at their own expense. You will pay any settlement of such claim and will pay and indemnify Indemnified Parties against any damages awarded against such Indemnified Parties as the result of a judgment rendered in such claim defended by you.

**12. Government End-Users.** If you are the U.S. Federal Government, Armanino provides the Subscription Services, including any related software and technology, in accordance with the following: Government technical data and software rights related to the Subscription Services include only those rights customarily provided to the public as defined in these Terms. This customary license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

**13. Miscellaneous.** These Terms will be governed by the laws of the State of California. These Terms are not assignable or transferable by you (and any attempt to do so will be void). Armanino may assign and transfer any rights or obligations set forth herein to any of its affiliates or in connection with a merger, acquisition, asset transfer, or reorganization. TIBCO Software Corporation is an intended third party beneficiary of the portions of these Terms related to the TIBCO Services, and there are no other intended third party beneficiaries. These Terms and the applicable ordering document are the entire agreement and exclusive statement of the mutual understanding of the parties related to the Subscription Services and supersedes all previous written and oral agreements and communications relating to the Subscription Services. Armanino may modify these Terms at any time by posting an updated version at the location where you viewed these Terms. Any pre-printed or standard terms of any purchase order, confirmation, or similar form, even if signed by the Armanino after the effective date of these Terms will have no force or effect.