



By placing an order through the AWS Marketplace, you are hereby agreeing to the terms contained in this Pega Master Agreement (this "**Agreement**") between Pegasystems Inc., a Massachusetts corporation located at 1 Main Street, Cambridge, MA, 02142 ("**Pegasystems**"), and the entity which you represent ("**Client**"). You represent and warrant that you have the legal power and authority to enter into this Agreement and that this Agreement and each Schedule is entered into by an employee or agent with all necessary authority to bind that entity to this Agreement. These terms shall be effective as of the initial order date.

Pegasystems' products are composed of RuleSets to develop specific Client Applications. Client Applications may be deployed in the Pega Cloud or a Client Cloud, each as described in a Schedule to this Agreement. Definitions are stated on Exhibit A or elsewhere in this Agreement.

Subscription Services and License Terms

1. Subscription Services; Software License.

(a) Subscription Services Terms.

- i. If designated in an applicable Schedule, Pegasystems will provide Client with the Subscription Services in accordance with the Documentation to develop, test and/or deploy Client Applications within the Scope of Use. The Subscription Services include the Service Level Agreement. Client will be responsible for any Client managed or installed third-party products that are not included as part of the Subscription Services.
- ii. Client is responsible for the performance of any Client Application(s) and for configuring Guardrail Compliant Client Application(s) in the Pega Cloud.
- iii. Client acknowledges that in order for Pegasystems to provide the Subscription Services, Pegasystems may host, use, transmit and display Client Data, Client Applications and any third-party products, and may review Client's volume and type of usage of the Subscription Services. Pegasystems will not acquire any title or interest from Client in or to Client Data or third-party products.
- iv. During the Term of Client's use of the Subscription Services, each party will comply with its respective obligations set forth in the Client Data Rights and Responsibilities and Pega Cloud Security Controls, which are incorporated by reference.

(b) Software License Terms on Client Cloud.

- i. If designated in an applicable Schedule, Pegasystems will grant Client a non-transferable, non-exclusive license to install the Software in a Client Cloud in accordance with the Documentation to develop, test and/or deploy Client Applications within the Scope of Use. Software licensed for use in a Client Cloud will not include the Subscription Services.

(c) Terms Applicable to Both Subscription Services and Software License.

- i. Client will receive support, upgrades, and updates during the Term in accordance with the terms of the applicable Schedule and the Client Support Handbook.
- ii. Pegasystems will email to Client a URL to allow Client access to the Software and/or Subscription Services. The Software and/or Subscription Services will be accepted upon delivery. This acceptance is not dependent on any other contingencies or agreements.
- iii. Client's use of the Software and/or Subscription Services will comply with the Acceptable Use Policy.

2. Restrictions.

- (a) Client's use of the Subscription Services and/or Software will comply with the terms of this Agreement and the Documentation. Client agrees not to sell, resell, rent, outsource, timeshare, lease or sublicense the Subscription Services and/or Software to any third party or otherwise use it except as permitted under this Agreement and the applicable Schedule. Client will not use shared User IDs to avoid or reduce the counting of individuals that use the Subscription Services and/or Software.

- (b) Client's use of the Subscription Services and/or Software will be in object code and/or RuleSet form. Unless specifically authorized by law, Client may not reverse engineer, decompile, disassemble or otherwise attempt to determine source code or protocols from the Subscription Services and/or Software.
- (c) Pegasystems owns all right, title and interest to the Subscription Services, Software and Background Materials. The Software will contain Pegasystems' copyright notice and Client will reproduce such notice in any permitted copy made by Client.

3. Client Data and Security.

- (a) Pegasystems and Client agree that each party may store, access, and process the other party's Business Contact Data for the purpose of performing any obligations under this Agreement. Each party may share the other party's Business Contact Data with its contractors, partners, assignees and others acting on such party's behalf under this Agreement.
- (b) Client represents and warrants that it has complied, and will throughout the Term comply, with all applicable data privacy laws and regulations in relation to Client Data, including, without limitation, that it has provided any necessary notices and obtained any necessary consents relating to Client's collection and use of such Client Data.
- (c) To the extent Pegasystems is processing any Client Data that includes PII, the DPA is incorporated by reference.

Professional Services Terms

4. Performance of Professional Services; Deliverables.

- (a) Pegasystems may provide Professional Services to Client under a Statement of Work.
- (b) All Deliverables that Pegasystems creates when providing Professional Services for Client under this Agreement will be a "work made for hire" and will become, effective upon payment by Client in full, the exclusive property of Client. Client will also retain all right, title and interest in any new RuleSets that Client develops for itself using the Software. So long as Pegasystems has not used any Client Confidential Information, Client agrees not to challenge or make claims against Pegasystems' ability to provide its products and services to other customers.
- (c) Pegasystems may use its Background Materials when providing Professional Services to the Client. Background Materials are the property of Pegasystems, and if Pegasystems incorporates any Background Materials in a Deliverable provided to Client under a Statement of Work, Client will receive a non-exclusive, non-transferable, fully paid-up license to use those Background Materials solely in connection with the Deliverables in which they were incorporated under the terms of the applicable Schedule.

General Terms and Conditions

5. Term.

- (a) This Agreement is binding upon signing and will continue through the Term of its Schedules.
- (b) In the event that either party commits a material breach of this Agreement or any Schedule, and such breach remains uncured for thirty (30) days following receipt of written notice from the non-breaching party, the non-breaching party may terminate this Agreement and/or such Schedule by providing written notice of the breaching party's failure to cure such breach. If such termination is due to Pegasystems' breach, Pegasystems will refund Client any unused, pre-paid fees for the Subscription Services and/or Software. In the event of Client's breach, Pegasystems reserves the right to either suspend or terminate Client's use of the Subscription Services and/or Software or Pegasystems' provision of other products or services.
- (c) Either party may, by written notice to the other party, terminate this Agreement or any Schedule in the event such other party terminates or suspends its business, admits in writing to its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any other bankruptcy or insolvency proceedings not dismissed within

sixty (60) days.

- (d) If the Agreement is terminated or expires, each party will return to the other, or certify in writing the destruction of all Confidential Information (as defined below) or property of the other, provided, however, that neither party has to delete or erase any Confidential Information that has been saved to a back-up file or electronic archiving system in accordance with such party's ordinary back-up or document retention policies or that is required for litigation, regulatory or corporate records retention reasons. Upon termination of the Agreement or any Schedule (other than for termination due to Pegasystems' breach of the Agreement), the payment obligation for all fees for the full applicable term will be paid to Pegasystems at the time of termination of this Agreement or the Schedule. If a Schedule is terminated or expires, all rights granted under that Schedule will terminate.
- (e) Sections 2(b), 2(c), 4(b), 4(c), 6, 7(e), 8 through 11, and 13 and any outstanding payment obligations will survive the termination of this Agreement.

6. Fees and Taxes.

- (a) Fees and expenses are specified in the applicable Schedule and are payable in US Dollars (\$), unless otherwise specified. All payments are due within thirty (30) days of the date of Pegasystems' invoice and will be subject to a late charge of 0.667% per month or the maximum amount permitted by applicable law, whichever is less. To the extent that Client requires the issuance of a purchase order before it can make payment, Client's delay in issuing the purchase order prior to the due date will not affect Client's obligation to pay the applicable charges and interest.
- (b) Once due, all fees are non-cancelable and non-refundable, except to the extent expressly provided in this Agreement or such Schedule or under applicable law.
- (c) Client is responsible for any applicable taxes, including sales, use, GST, VAT, customs, or excise tax, excluding only those taxes based upon the net income of Pegasystems.

7. Representations and Warranties.

- (a) Each party represents and warrants the following: (i) entering into and carrying out the terms and conditions of this Agreement will not violate any obligation binding upon it; (ii) each party will comply with all applicable laws in connection with its performance under this Agreement; and (iii) the executing persons have the authority to bind their respective parties.
- (b) Pegasystems warrants that:
 - i. The Subscription Services will operate substantially in accordance with the Subscription Documentation during the Term. If there is any failure of this warranty which can be replicated or verified, Pegasystems will, at its election, either promptly repair the Subscription Services to resolve such failure or terminate the Subscription Services and provide a refund for any pre-paid unused fees for the remaining portion of the then current term of any Schedule(s) to which the breach relates. These remedies will be Client's exclusive remedy for any failures of the warranty in this Section 7(b)(i).
 - ii. The Software provided under a Client Cloud will operate substantially in accordance with its Documentation for a period of ninety (90) days from initial delivery. If there is any failure of this warranty which can be replicated or verified, Pegasystems will, at its election, promptly repair the Software to resolve such failure or replace the Software with alternative software that provides substantially the same functionality. These remedies will be Client's exclusive remedy for any failures of these warranties.
 - iii. No disruptive or corrupting software that would damage, disable or compromise the security of a Client Application will be intentionally or knowingly introduced into the Subscription Services and/or Software by Pegasystems or its employees; and
 - iv. All Professional Services provided under this Agreement will be performed in a good and workmanlike manner, consistent with applicable industry standards.
- (c) To invoke the remedies described in Section 7(b)(i) and 7(b)(ii), Client must provide written notice to Pegasystems within the applicable warranty period, expressly outlining the nature of the alleged failure or breach.

- (d) The foregoing warranties will be void to the extent that any failure of such warranties is caused by (i) anyone other than a Pegasystems employee modifying the Subscription Services or Software (unless Pegasystems authorizes the specific change in writing); or (ii) non-Pegasystems' service, software, or hardware; or (iii) Client Applications that are non-Guardrail Compliant.
- (e) EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, PEGASYSTEMS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

8. Confidentiality.

- (a) **"Confidential Information"** means all non-public information provided by or on behalf of a party to the other party unique to the disclosing party's business, including but not limited to Subscription Services, Software, and Documentation.
- (b) Each party agrees that any Confidential Information is the exclusive proprietary property of the disclosing party or its licensors and may include trade secrets and other highly confidential information.
- (c) Each party agrees to receive and hold any Confidential Information supplied by the other party in confidence and agrees:
 - i. not to disclose or publish any such Confidential Information to third parties except as provided in Section (8)(c)(iii);
 - ii. not to use any such Confidential Information except for those purposes specifically authorized by the disclosing party;
 - iii. to disclose such Confidential Information only to those of its officers, directors, agents, subprocessors and employees who have a need to know, have been advised of the confidential nature of the Confidential Information, and who are under obligations of confidentiality to the receiving party; and
 - iv. to follow the other party's reasonable on-site security procedures.
- (d) The above confidentiality provisions will not apply to information that:
 - i. is in the public domain at the time of its disclosure;
 - ii. is disclosed with the prior written consent of the disclosing party;
 - iii. becomes known to the receiving party from a source other than the disclosing party, provided such source is legally entitled to have and disclose the information; or
 - iv. is independently developed by a receiving party without use of the Confidential Information of the disclosing party, as demonstrated by written records of such receiving party.
- (e) In the event that a receiving party is required by a court of law or by a governmental, regulatory or administrative agency, body or tribunal to disclose any of the Confidential Information of a disclosing party, the receiving party shall, to the extent legally permitted, (i) provide the disclosing party with prompt prior written notice of such requirement so that the disclosing party may seek appropriate relief to prevent or limit such disclosure, and (ii) furnish only that portion of the Confidential Information which is legally required to be furnished or disclosed.
- (f) If, in connection with the Subscription Services and/or Software, Client communicates suggestions for improvements to the Subscription Services and/or Software, Client assigns to Pegasystems all of its right, title and interest (including all intellectual property rights) in such suggestions for improvements and Pegasystems will own all right, title, and interest in and to the same and shall be entitled use the same without restriction.

9. Indemnification.

- (a) Pegasystems will indemnify and defend Client against any third-party claim that the Subscription Services, Software, or a Deliverable infringe upon a United States, Australian, Canadian or European Union trademark, copyright, trade secret or patent ("**IPR**"). If the Subscription Services, Software, or a Deliverable is found to be infringing or if Pegasystems deems it advisable as the result of a claim or threatened claim, Pegasystems will, in its reasonable discretion:
 - i. procure for Client the right to continue using the Subscription Services, Software, or applicable

Deliverable;

- ii. replace or modify the Subscription Services, Software or applicable Deliverable so that it becomes non-infringing; or
- iii. if Pegasystems cannot reasonably do either of the foregoing in its discretion, terminate the Schedule to which the IPR infringement claim relates.

These remedies will be Client's sole remedy for any IPR infringement claim.

- (b) Pegasystems will not indemnify Client when the alleged infringement results from (i) content provided by Client or developed for Client as a Deliverable pursuant to written specifications or instructions provided by Client; (ii) modifications made to the Subscription Services, Software, or applicable Deliverable by Client or a third party; or (iii) any Client Application (excluding unmodified Pegasystems provided RuleSets) or any other RuleSets created by Client or a third party.
- (c) Pegasystems shall indemnify and defend Client against any third-party claim to the extent that it is attributable to bodily injury or to death of any person or to damage to or destruction of any tangible property, resulting from the willful or grossly negligent acts of Pegasystems, its agents, or employees.
- (d) Client will indemnify and defend Pegasystems from and against any third-party claim that (i) arises from any use of the Software by Client that is not in compliance with the terms of this Agreement or the applicable Schedule (other than an IPR claim that is subject to indemnification by Pegasystems pursuant to clause (a) above), or (ii) alleges that any of the Client Applications (excluding unmodified Pegasystems provided RuleSets) or any Client RuleSets infringe or misappropriate any third-party intellectual property rights. During the term of this Agreement and for three (3) years thereafter, Client will not assert against Pegasystems or its affiliates any patent infringement claim relating to its use of the Software or Subscription Services.
- (e) In asserting any claim for indemnification, the relevant party must provide prompt written notice describing the claim and cooperate fully with the indemnifying party. The indemnifying party will be entitled to control any proceedings or litigation for which it is indemnifying the other party, except that the indemnifying party will not, without the other party's prior written consent (not to be unreasonably withheld), enter into any settlement that would require the other party to take any action, or refrain from taking any action, other than permitting the indemnifying party to pay money damages on its behalf.

10. Limitation of Liability.

- (a) Each party will have unlimited liability to the other party under this Agreement for actual, direct damages arising out of, or related to:
 - i. a party's obligation to indemnify the other party for third party claims under Section 9 of this Agreement (including related reasonable attorneys' fees and court costs); or
 - ii. a breach of a party's confidentiality obligations under Section 8 of this Agreement or a party's infringement or misappropriation of the other party's intellectual property rights.
- (b) Notwithstanding anything to the contrary in Section 10(a)(ii) or elsewhere in this Agreement, Pegasystems' liability for damages related to Client Data shall be limited to actual direct damages in the amount of up to two times the fees received by Pegasystems from Client in the prior twelve (12) months in connection with the Schedule(s) under which such damages arose, or to which such damages relate.
- (c) Each party's liability for all other claims or damages arising under, or related to, this Agreement (regardless of the type of damages, and whether for breach of contract, breach of warranty, tort or otherwise) will be limited to the amount of fees received by Pegasystems from Client in the prior twelve (12) months in connection with the Schedule(s) under which such damages arose, or to which such damages relate (except any claim by Pegasystems for payments owed by Client will be limited to the amount owed plus any additional amounts owed for use that exceeds the Scope of Use).

11. Notices.



Any notices under this Agreement will be in writing and sent by certified mail, return receipt requested, or by a nationally or internationally recognized overnight delivery service, to:

Pegasystems: Pegasystems Inc.
One Main Street
Cambridge, MA 02142 USA
Attention: General Counsel

Client: _____

Attention:

12. Insurance.

During the Term of any applicable Schedule, Pegasystems will maintain insurance from a company rated at least A- by A.M. Best's Rating Service or equivalent with limits no less than those set forth in the Certificate of Insurance that Client may obtain directly from: <https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=D133>

13. Additional Terms and Conditions.

- (a) Cooperation. In the event of any dispute, which cannot be readily resolved within thirty (30) days, the parties will each escalate the matter to senior management who will meet in person or by telephone within fifteen (15) days of receipt of notice of the dispute, to attempt to resolve the open issues.
- (b) Assignment or Delegation. Neither party may assign any rights or obligations under this Agreement or any Schedule without the other party's prior written consent, except that, subject to Section 13(c), either party may assign the entirety of its rights and obligations under this Agreement (i) to its parent company or an Affiliate, or (ii) in connection with a merger or sale of a business unit or majority stock ownership provided that the successor party assumes the rights and obligations in writing and has adequate resources to meet its obligations and Client notifies Pegasystems in writing prior to the assignment. Client will not assign or delegate any rights or obligations under this Agreement or any Schedule to a Pegasystems competitor. Any assignment is subject to the terms and conditions of this Agreement.
- (c) Client Combinations. In the event that Client merges with, is acquired by, or acquires all or part of another entity (collectively, a "**Combination**"), the resulting combined entity may only use the Subscription Services and the Software within the scope of the Client's operations at the time immediately prior to the Combination. In addition, the parties will negotiate in good faith a proportionate adjustment to the fees due under the applicable Schedule for increased usage of the Software as a result of the Combination.
- (d) Non-Solicitation. Neither party will hire or contract with, either as an employee or an independent contractor (either directly or through a third party), any Covered Personnel of the other party. The term "Covered Personnel" of a party will mean that party's employees or any contractors retained by that party who are professional services personnel or who were involved in the performance of this Agreement within the preceding six-month period, or any person who would have been considered Covered Personnel but for having terminated employment or contractual relationship within the past six (6) months. Breach of this Section 13(d) will constitute a material breach of this Agreement.
- (e) Compliance with Export Controls Laws. The export and re-export of the Pegasystems Software and Technology is subject to the export control and sanctions laws, regulations, and orders of the United States, including but not limited to the Export Administration Regulations ("**EAR**"), International Traffic in Arms Regulations ("**ITAR**"),

and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control ("OFAC") (collectively, "**Export Control Laws**"). Client agrees that it will not export, reexport, transfer, or allow access to the Pegasystems Software and Technology: (a) to or by parties on lists of sanctioned or restricted parties maintained by the U.S. government, including but not limited to OFAC, the U.S. Department of Commerce, or the U.S. Department of State; (b) to or by parties in or relating to certain countries or territories that are the target of U.S. sanctions (currently, Cuba, Iran, Syria, North Korea, and the Crimea region of Ukraine); or (c) otherwise in violation of Export Control Laws. The export and re-export of the Pegasystems Software and Technology may also be subject to export and import controls under the laws and regulations of other countries. Client agrees, at all times, to comply fully with the Export Control Laws and the local export and import controls of other countries.

- (f) U.S. Government Contracts. This subsection applies when any Software is acquired directly or indirectly by or on behalf of the United States Government: The Software is a commercial product, licensed on the open market; developed entirely at private expense; and without the use of any U.S. Government funds. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19. Use, duplication and disclosure by DOD agencies is subject solely to the terms of this Agreement as stated in DFARS 227.7202.
- (g) Anti-Corruption. Pegasystems and Client each represent and warrant to the other: (i) that it is aware of all anti-corruption legislation that applies to this Agreement and in particular the US Foreign Corrupt Practices Act 1977 and the U.K. Bribery Act 2010; (ii) it has implemented rules and procedures that enable it to comply with this legislation and adapt to any future amendments thereto; (iii) it has implemented appropriate rules, systems, procedures and controls for preventing the commission of Corrupt Acts, either by itself or its staff, and for ensuring that any evidence or suspicion of the commission of a Corrupt Act will be thoroughly investigated and unless prohibited by confidentiality or law, reported to the other party; (iv) its records relating to its business, including accounting documents, are maintained and kept so as to ensure their accuracy and integrity; and (v) it has not made or offered or received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees or agents in connection with this Agreement (reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction). If a party learns of any violation of the above restriction, it will use reasonable efforts to promptly notify the other party at the address for notices above.
- (h) Publicity. Pegasystems may use Client's name, logo and type of licensed software in its marketing and advertising materials.
- (i) Cooperation; Usage Validation. Pegasystems and Client agree that each will execute and deliver documents, including confirmations to Pegasystems auditors, and take such other actions as may reasonably be requested to effect the transactions contemplated by this Agreement. Pegasystems reserves the right to validate Client's usage of the Software and/or Subscription Services and its compliance under this Agreement. If applicable, Client will use reporting functionality included in the Software and provide usage logs generated by the Software in connection with this usage validation.
- (j) Reports and Certifications. For Subscription Services, upon request and not more than once annually, Pegasystems will deliver to Client (i) the current SSAE 18 SOC II Type 2 report or equivalent, (ii) the current HIPAA compliance opinion letter, (iii) the current PCI-DSS Attestation of Compliance, (iv) a current penetration testing summary, (v) an executive summary of Pegasystems' Written Information Security Program and (vi) executive summaries of the security, data backup, and monitoring events for the Client's Environment(s) that are currently available.
- (k) Force Majeure. Neither party will be responsible for performance delays caused by circumstances outside its reasonable control.
- (l) No Waiver. Neither a failure of a party to exercise any power or right under this Agreement, nor a custom or practice of the parties with regard to the terms or performance under this Agreement, will constitute a waiver of the rights of such party to demand full compliance with the terms of the Agreement.
- (m) Counterparts. This Agreement may be signed in counterparts, including facsimile or PDF counterparts or



electronic signatures, each of which will be a legally binding method of execution of the Agreement.

- (n) Entire Understanding. This Agreement and its Schedules constitute the entire understanding of the parties with respect to the Software and supersedes all previous agreements, statements and understandings from or between the parties regarding the subject matter of this Agreement. This Agreement also supersedes any conflicting language contained in any applicable past or future purchase order regarding the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Schedule, the terms of the applicable Schedule will control. This Agreement will not be modified except in a writing signed by an authorized representative of each party.
- (o) Enforceability. If any portion of this Agreement is declared by a court of competent jurisdiction to be overbroad or unenforceable, the remainder of this Agreement will be valid and enforceable to the fullest extent permitted.
- (p) Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts, excluding its conflicts of laws provisions.

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EXHIBIT A - DEFINITIONS

"Acceptable Use Policy" means the then current policy as published from time to time at <https://www.pega.com/acceptable-use>.

"Affiliates" are those entities that control, are controlled by, or are under common control with a party to the Agreement. Affiliates may be entitled, subject to the terms of this Agreement and the applicable Schedule, to use the Subscription Services, Software, or purchase maintenance services or Professional Services. For any Schedule to which an Affiliate is a party, the Affiliate will be additionally considered the Client for purposes of the Agreement and such Schedule.

"Background Materials" means processes, methods, software (including but not limited to the Software), related documentation, designs and know-how which Pegasystems creates independently of the services for Client. Background Materials also include all tangible and intangible materials created by Pegasystems that generally apply to other Pegasystems customers, products or services and which do not include any Client Confidential Information.

"Business Contact Data" means business contact information (the names, titles and roles, business phone and facsimile numbers, business office and email addresses) of Client's or Pegasystems' employees and contractors.

"Client Application" means a unique collection of rules and processes as part of one or more new RuleSets that are created using the Software and that provide specific business functionality for the Client.

"Client Cloud" means use of the Software in Client or third party owned and controlled environments that are run and managed within private clouds or on infrastructure-as-a-service (IaaS) offerings delivered by third party providers.

"Client Data" means any information received from or on behalf of Client that is stored, transferred, or processed by the Subscription Services.

"Client Data Rights and Responsibilities" means the additional rights and obligations related to Client Data as published at: <https://community.pega.com/knowledgebase/articles/customer-data-rights-and-responsibilities>.

"Client Support Handbook" means the terms for Pegasystems' provided support, upgrades, and updates located at: <https://community.pega.com/knowledgebase/documents/support-pega>, as may be periodically updated.

"Cloud Data Storage" means the storage location of business data and rules data in the Pegasystems database. For decisioning products (e.g., Pega Customer Decision Hub), this is the storage location for interaction history.

"Cloud File Storage" means the total aggregate storage location for files associated with features such as archive/purge, case attachments and file transfer services that is available across all provided Environments.

"Cloud Security Controls" means Pegasystems' controls regarding the security of the Subscription Services available at: <https://community.pega.com/knowledgebase/articles/pega-cloud-security-standards>.

"Corrupt Act" means any act of seeking, authorizing, offering, promising or granting a financial or other benefit (including a payment, loan, gift or transfer of anything of value) for the purpose of inducing a private person or public official to perform his or her duties dishonestly or in breach of his or her professional, legal or contractual obligations and/or to obtain or retain business for Pegasystems and or Client in an undue or dishonest manner.

"Deliverable" means RuleSets, documents and other tangible work product that are produced by Pegasystems for Client during the course of the performance of Professional Services under a Statement of Work, excluding any Background Materials.

"Documentation" means, as applicable, the Subscription Documentation or Software Documentation.

"DPA" means the Data Processing Addendum, available at the following link: <https://www.pega.com/data-processing-addendum>.

"Environment" means one of the following Pega Cloud deployments provided by Pegasystems:

- **"Standard Sandbox"** means a service that is intended to be used for development, functional/unit testing, UAT testing of Client Applications and training. A Standard Sandbox is scaled to support up to fifteen (15) developers/users with a storage limit of 50GB of Cloud Data Storage.

- **"Large Sandbox"** means a service that is intended to support development, functional/unit testing, UAT testing, pre-production, staging, and/or training of the Client Applications. A Large Sandbox is scaled to support up to forty-five (45) developers/users with a storage limit of 100GB of Cloud Data Storage.
- **"Production Environment"** means a service that is designed, built and scaled to accommodate Client Applications to process live and/or real-time data in connection with Client's ongoing business operations and is deployed within a single geographic region. The Production Environment is scaled to support up to the licensed metrics defined in the Schedule.
- **"Production Mirror Sandbox"** means a replica of the scaled Production Environment that can be used for staging, scaled benchmark testing, and/or load performance testing or as defined in the applicable Schedule.

"Guardrail Compliant" means a Client Application with no severe warnings flagged by the Software and with a guardrail weighted score generated by the Software of ninety (90) or above as specified in the Subscription Documentation.

"Pega Cloud" means Pegasystems' subscription-based offering of Pegasystems' software capabilities for Client to build and run their Client Application(s) on Pegasystems' operated environments.

"Pega Cloud HIPAA Edition" means Pega Cloud, managed and deployed with HIPAA-eligible controls. The Pega Cloud HIPAA Edition supports the Client in deploying a HIPAA-ready Client Application to store and process protected health information within their Production Environment. Under the Pega Cloud responsibility and security model, the Client is responsible for ensuring that the Client Application adheres to all HIPAA controls.

"PII" means any Client Data or other information relating to any identified or identifiable natural person, or otherwise regulated under data privacy laws applicable to Pegasystems, that is transferred, processed or stored by the Subscription Services by or on behalf of Client.

"Professional Services" means professional services provided by Pegasystems pursuant to a Statement of Work for consulting, installation support, and access to training courses.

"RuleSet" is a named collection of configuration records created using the Software. For Pegasystems' provided RuleSets, the RuleSet names usually begin with "Pega" or the "&," "@" or ")" symbol.

"Scope of Use" means the purpose, metric and volume of use for the Subscription Services and the Software, in each case, as specified in the applicable Schedule.

"Service Level Agreement" means the Pega Cloud Production Environment availability as described at the following link: <http://www.pegacorp.com/subscription-SLA>.

"Schedule" or **"Statement of Work"** means, respectively, an agreement signed by both parties for Client to receive Subscription Services, Software, or purchase professional services from Pegasystems. Schedules and Statement of Works are referred to collectively as **"Schedules"**. Each Schedule will be non-cancelable and non-refundable, except to the extent expressly provided in this Agreement or such Schedule or under applicable law.

"Software" means the software listed in the applicable Schedule, including any enhancements, updates, upgrades, modifications or other releases provided to Client. Software may be managed by Pegasystems as part of the Subscription Services or deployed in a Client Cloud pursuant to the applicable Schedule. The Software includes Rulesets that Pegasystems provides with the Software.

"Software Documentation" consists of user manuals for the Software, which are provided to Client in electronic form at the time of delivery of the Software.

"Subscription Documentation" means the specifications and operating guides associated with the Pega Cloud as published from time to time on Pegasystems' web site at: www.pegacorp.com/subscription.

"Subscription Services" means the Pegasystems Software which is made available to Client for use on the Pega Cloud within the Scope of Use, including technical support and any enhancements, updates, upgrades, modifications, releases, Environments and data and file storage.

"Term" is as defined in the applicable Schedule.

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Pega Marketplace Production Schedule

This Pega Marketplace Production Schedule (the “**Schedule**”) shall be applicable to any order placed through AWS Marketplace unless Pegasystems and Client have mutually agreed upon an alternate Schedule. Where there is a conflict between this Schedule and any terms of the Agreement, this Schedule will govern. This Schedule and the Agreement constitute the entire understanding of the parties with respect to the Subscription Services to be provided under this Schedule.

1. Definitions

The following definitions apply to this Schedule:

- A “**User**” is a person who uses the Software in a particular month. Users will be the unit of measurement for work done by Client staff. The number of Users will be measured each calendar month based on their actual usage of the Software in that month. The Software tracks only actual use, so a person who has a User ID but does not use the Software in a month will not be counted as a User for that month. Also, for the avoidance of doubt, merely being “logged in” is not counted as actual use during inactive hours.
- A “**Case**” means use of the Software for the creation, routing, updating, processing, tracking and/or resolution of a single unit of work in a production environment. A single unit of work is an individual instance of the execution of a business process (whether processed as a stand-alone case or a related case within a more extensive business process) evidenced by an assigned unique numerical identifier.

2. Subscription Services

Software	• Pega Customer Service – Enterprise Edition
Pega Cloud HIPAA Edition	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
VPN	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Environments	Deployment Region
1 Production Environment 1 Large Sandbox 1 Standard Sandbox	US-East

Cloud Data Storage for Production Environment	100 GB
Cloud File Storage for all Environments	500 GB

3. Scope of Use

Licensed Metric(s)	Up to 500 Users
Licensed Purpose	Client’s staff may use the Software for internal purposes to manage customer service interactions with Client’s customers.
Term	The initial term of this Schedule will be the term selected in AWS Marketplace, beginning on the Effective Date (the “ Initial Term ”). The



	Initial Term will renew for terms of equal length (each, a “ Renewal Term ”) upon the mutual written agreement of the parties. The Initial Term and any Renewal Terms are together referred to as the “Term.”
Support and Maintenance	During the Term, for the annual fee specified below Client will receive premium support and maintenance in accordance with the Client Support Handbook.

4. Payment and Delivery

Annual Fee	Client will pay Pegasystems a rate of \$990,000 per year during the Initial Term.
Payment	Fees will be invoiced annually in advance and will be payable thirty (30) days from the date of the invoice. Fees may be invoice directly or through AWS Marketplace. Once due, all fees are nonrefundable and non-cancelable.
Delivery & Acceptance	The Subscription Service and/or Software will be accepted upon delivery (“ Acceptance ”). This Acceptance is not dependent on any remaining services, conditions, or contingencies, and there are no other written or verbal agreements with respect to this acceptance.

5. Additional Usage and/or Capacity

If Client exceeds any of its usage rights, Pegasystems will have the right to invoice Client for all additional usage and/or capacity.

6. **Notices.** Any notifications from Client to Pegasystems related to this Schedule, including additional purchases, changes to Client’s General Information, or Schedule renewals or termination, will be sent to: ContractNotifications@pega.com

7. Client Notification of PII Category

In accordance with the terms of the Agreement, if Client will include in Client Data any PII then Client will identify the categories of data subjects and the types of data to be processed in writing to Pegasystems to facilitate each party’s compliance with its respective obligations under applicable laws. If Client has not yet defined the categories of data subjects or types of data to be processed, Client agrees to provide such information in writing to Pegasystems prior to using the Subscription Services to process such data. Client will update Pegasystems in writing if there are any changes to the categories of data subjects and the types of data to be processed during the Term.