



## MASTER AGREEMENT

BY INDICATING YOUR ASSENT TO ENTER THIS MASTER AGREEMENT, YOU SUBMIT TO REN GLOBAL INC., A DELAWARE CORPORATION ("REN GLOBAL"), AN OFFER TO OBTAIN THE RIGHT TO ACCESS AND USE THE PRODUCTS OR SERVICES DESCRIBED BELOW UNDER THE PROVISIONS OF THIS MASTER AGREEMENT (THE "AGREEMENT") AND HEREBY AGREE THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THE PERSON AND/OR ENTITIE(S) (COLLECTIVELY, THE "CUSTOMER") WISHING TO ACCESS AND USE SUCH PRODUCTS AND SERVICES LISTED ON THE WRITTEN OR ELECTRONIC QUOTATION, ESTIMATES, STATEMENT(S) OF WORK, ORDER FORM(S) AND/OR OTHER DOCUMENTS (EACH AN "ORDER FORM") WHICH REN GLOBAL PROVIDES TO CUSTOMER. THE TERMS OF EACH ORDER FORM WILL SET FORTH THE SPECIFIC TERMS OF THE ORDER BUT ALL APPLICABLE TERMS AND CONDITIONS BELOW SHALL APPLY.

IF YOU DO NOT HAVE THE AUTHORITY TO BIND CUSTOMER OR YOU OR CUSTOMER DO NOT AGREE TO ANY OF THE TERMS BELOW, REN GLOBAL IS UNWILLING TO PROVIDE THE PRODUCTS OR SERVICES TO CUSTOMER, AND YOU SHOULD DISCONTINUE THE ORDER AND/OR REGISTRATION PROCESS.

### 1. ORDERING.

Pursuant to this Agreement, Customer may order from Ren Global (a) licenses to access and use Ren Global's proprietary supply chain renewable energy solution (the "Solution") to be hosted and made available by Ren Global on a software-as-a-service basis (the "Hosted Service") and/or (b) related training, implementation and/or other professional services (collectively, "Professional Services"). All Order Forms are incorporated herein by reference.

### 2. USE RIGHTS AND RESTRICTIONS.

**2.1 Administrative Rights.** The Solution will include a restricted-access administrative interface component ("Administrative Interface") to allow employees or specific independent contractors designated by Customer ("Administrative Users") to access the configuration and settings components of the Solution to manage, configure and monitor the Solution for Customer's benefit. Each Administrative User will be provided access to and use of the Administrative Interface ("Admin User Access"). Customer shall be responsible for ensuring the security and confidentiality of all Admin User Access. Customer acknowledges that it will be solely and fully responsible for all liabilities incurred through use (permitted or unpermitted) of any Admin User Access.

#### **2.2 Access to Hosted Service.**

**2.2.1 License Rights.** During the

applicable Subscription Term (as defined in Section 6.1 below), unless otherwise set forth in the Order Form, Ren Global hereby grants to Customer a limited, worldwide, non-exclusive, non-transferable license to: (i) permit Administrative Users and Customer's authorized users ("Users") to access and use the Solution via the Hosted Service in connection with any usage limitations set forth in the Order Form; and (ii) use and make a reasonable number of copies of any descriptions, instructions, or other documentation made available by Ren Global that describes functionality of the Solution, if any (collectively, the "Documentation"), in each case solely for Customer's business purposes.

**2.2.2 Access Requirements.** Customer is solely responsible for (i) obtaining and maintaining any equipment or ancillary services needed to access or otherwise use the Hosted Service, including, without limitation, modems, hardware, software, and Internet access, and any fees associated therewith, (ii) ensuring that such equipment or ancillary services are compatible with the Hosted Service and (iii) procuring all necessary rights from applicable third parties to any related third party product(s) not provided by Ren Global that may be necessary for Customer and Users to fully utilize the Hosted Service.

**2.3 Third Party Products.** The Hosted Service may include certain third party components, software and/or services (collectively, "Third Party Products"). Ren

Global will pass through and make available to Customer all warranties, indemnities and support and maintenance terms offered by applicable third party providers in connection with applicable Third Party Products; provided that, subject to the foregoing, Ren Global shall have no liability in connection with any Third Party Products.

**2.4 Restrictions.** Except as otherwise expressly permitted under this Agreement, Customer agrees not to, and shall not allow Users to: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Solution or any portion thereof; (b) distribute, transfer, grant sublicenses, or otherwise make available the Solution (or any portion thereof) to third parties, including, but not limited to, making such Solution available as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner the Solution (or any element thereof) into applications of Customer or third parties; (d) create modifications to or derivative works of the Solution; (e) reproduce the Solution or Documentation; (f) use the Solution in a manner not authorized under the Documentation or in violation of any applicable law, rule or regulation, including any export/import laws, or (g) in any way access, use, or copy any portion of the Solution code (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Solution. Customer shall not permit any third party, including Users, to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. The Solution is a “commercial item,” as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Solution is provided to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

### **3. DELIVERY AND USE OF HOSTED SERVICE; CUSTOMER DATA.**

**3.1 Hosted Service; Service Levels.** During the applicable Subscription Term, subject to Customer’s payment of all related Fees (as defined in Section 5.1 below), Ren Global or its third party hosting provider will set-up and host the Solution, including obtaining and maintaining all computer hardware, software, communications systems, network and other infrastructure (“Hosting Infrastructure”) necessary to permit Customer to access and use the Solution in accordance with this Agreement. Ren Global will manage and install all updates and upgrades that Ren Global makes generally available to its customers for the Solution within the Hosting Infrastructure. Ren Global will provide Hosted Service in accordance with the service levels and other requirements set forth in Exhibit A; provided that Ren Global does not warrant that Customer’s use of the Hosted Service will be error-free or uninterrupted.

#### **3.2 Customer Data.**

**3.2.1 Responsibility.** Customer is solely responsible for any and all transactional data, including personally identifiable data (“Customer Data”), that may be collected or utilized by Customer through its use of the Hosted Service and acknowledges that Ren Global has no control over and will not monitor the content of the Customer Data. Neither Customer nor any User shall use the Hosted Service or Solution in connection with any (a) infringement or misappropriation of any intellectual property right of any third party; (b) defamation, libel, slander, obscenity, or violation of the rights of privacy or publicity of any third party; or (c) other offensive, harassing or illegal conduct. Ren Global reserves the right to take down, delete and/or block access (whether temporarily or permanently) to any Customer Data that violates any of the provisions of this Section or in respect of which Ren Global receives a complaint from any person. Customer is responsible for establishing and enforcing terms of use and privacy policies (“Customer Policies”) that govern use of the Hosted Service and Solution by Users as permitted under this Agreement and applicable law. In relation to all personal data comprised within any Customer Data, Customer warrants that such personal data shall have been obtained and supplied to Ren Global in compliance with applicable data protection legislation, including Customer having obtained all necessary

consents and approvals from Users that are necessary to permit Ren Global to provide the Solution.

**3.2.2 Usage Data.** Ren Global shall fully own and retain all rights to usage data derived from Customer Data (“Usage Data”) that is (i) anonymous and aggregated with usage data from Ren Global’s other customers or (ii) authorized by Customer for purposes of developing potential energy portfolios for its own business purposes such as support, operational planning, product innovation and sales and marketing of Ren Global’s services.

#### **4. SUPPORT SERVICES; PROFESSIONAL SERVICES.**

**4.1 Support Services.** During the applicable Subscription Term, subject to Customer’s payment of all related Fees, Ren Global shall, unless otherwise set forth on the applicable Order Form, provide technical support services to Customer regarding Customer’s operation and use of the Solution and Hosted Service as set forth in Exhibit B (“Support Services”).

##### **4.2 Professional Services.**

**4.2.1 Generally.** In the event that Customer also requires related Professional Services, the parties will execute one or more statements of work (each, an “SOW”). Ren Global will provide all Professional Services and related deliverables (“Deliverables”) in accordance with the specifications and schedule, if any, set forth in each SOW. If Customer notifies Ren Global in writing within ten (10) business days after the Deliverables are made available to Customer that Ren Global is not in compliance with the foregoing covenant with respect to such Deliverables, then Ren Global will, as Customer’s sole and exclusive remedy and Ren Global’s sole liability, use commercially reasonable efforts to cause the Deliverables to conform to such covenant at no additional cost to Customer.

**4.2.2 Ownership Rights.** Unless expressly stated otherwise in an SOW and excluding any Customer trademarks, service marks and other logos, Ren Global will retain all right, title and interest in and to all Deliverables (including any and all intellectual, property rights therein) and Customer hereby irrevocably assigns to Ren Global any and all ownership rights it may have in or to such Deliverables (including any and all intellectual, property rights therein). Customer’s

rights to the Deliverables shall be the same as the rights granted to Customer under the Agreement with respect to the Solution to which such Deliverable pertains.

#### **5. FEES.**

**5.1 Fees.** Subject to the terms and conditions below, all one-time and recurring fees for, as applicable, the Solution, Hosted Service and/or Professional Services (collectively, the “Fees”) will be set forth on the applicable Order Form or SOW.

**5.2 Payment Terms.** Unless otherwise agreed to in an Order Form or SOW, Customer will pay to Ren Global all undisputed Fees owed (i) in advance if payment is to be made by credit card; or (ii) otherwise, within thirty (30) days after Ren Global’s issuance of an invoice pertaining thereto. If applicable, payments will be sent to the address included on the invoice. All amounts payable shall be in the currency of the United States and specifically exclude (and Customer is responsible for) any and all applicable sales, use and other taxes, (other than taxes based on Ren Global’s income). Unless otherwise set forth in an Order Form or SOW, each party is responsible for its own expenses under this Agreement. In cases where Customer fails to make payment under this Agreement, Customer shall bear default interest after the due date at the rate of 18% per year or the highest amount permitted by applicable law (whichever is less), which shall be calculated on a per diem basis of a year of 365 days.

#### **6. TERM AND TERMINATION.**

**6.1 Term of Agreement.** This Agreement shall continue in effect until terminated as set forth herein. The initial subscription term for each Hosted Service license purchased by Customer will be as set forth in the applicable Order Form and subject to any renewal as set forth in Section 6.2 below (collectively, the “Subscription Term”).

**6.2 Subscription Terms; Renewal.** Each Subscription Term will commence on the date that both parties have executed the applicable Order Form under which Customer acquires such license, unless a later commencement date is expressly set forth on such Order Form, and will continue for the initial Subscription Term. Thereafter, each Solution license will automatically renew (i) for the renewal period specified on the applicable Order Form, if any, or, if not specified, for a period of the same duration and (ii) at the same

Fees applicable during the immediately preceding term (based upon the latest applicable pricing tier) unless either party notifies the other at least fifteen (15) days (for month-to-month Subscription terms) or, otherwise, sixty (60) days, prior to the commencement of the renewal term that it does not intend to renew the Subscription Term upon the same terms.

**6.3 Termination.** This Agreement and/or any Order Form or SOW, if applicable, may be terminated (a) by either party if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party (except that such cure period shall be five (5) days for breaches of Sections 2 or 8), or (b) as set forth in Section 10. Additionally, a particular Order Form may be temporarily suspended or terminated by Ren Global in the event that Customer fails to pay applicable Fees when due or otherwise violates any of the use restrictions set forth herein.

**6.4 Effect of Termination.** Upon any termination of this Agreement or an Order Form, without prejudice to any other rights or remedies which the parties may have, (a) all rights licensed and obligations required thereunder shall immediately cease; provided that Sections 2.3, 5, 6.4, 7, 8, 9.3, 10, 12 and 13 shall survive termination, (b) Customer will promptly delete and destroy all copies of the Documentation in its possession or control, and (c) Customer shall pay to Ren Global any outstanding Fees that have accrued under the Agreement and/or Order Form prior to the date of termination.

## **7. PROPRIETARY RIGHTS.**

As between the parties, (i) Ren Global will retain all ownership rights in and to the Solution, all updates and/or upgrades thereto, the Deliverables, Documentation, and other derivative works of the Solution and/or Documentation that are provided by Ren Global, and all intellectual property rights incorporated into or related to the foregoing and (ii) Customer will retain all ownership rights in and to the Customer Data, and all intellectual property rights incorporated into or related to the foregoing. The trademarks and service marks and other Ren Global logos and product and service names are trademarks of Ren Global (the "Ren Global Marks"). Likewise, the trademarks and service marks and other logos and

product and service names of Customer are trademarks of Customer (collectively "Customer Marks"). Without the other party's prior written permission, the parties agree not to display or use in any manner, the Ren Global Marks or Customer Marks, as applicable. All rights not expressly licensed by Ren Global and Customer under this Agreement are reserved. As between the parties hereto, Customer will retain all ownership rights in and to all Customer Data

## **8. CONFIDENTIAL INFORMATION.**

"Confidential Information" means, with respect to a party (the "disclosing party"), information that pertains to such party's business, including, without limitation, technical, marketing, financial, employee, planning, product roadmaps and documentation, performance results, pricing, and other confidential or proprietary information. Confidential Information will be designated and/or marked as confidential when disclosed, provided that any information that the party receiving such information (the "receiving party") knew or reasonable should have known, under the circumstances, was considered confidential or proprietary by the disclosing party, will be considered Confidential Information of the disclosing party even if not designated or marked as such. Subject to the Usage Data rights set forth in Section 3.2.2, (i) the receiving party shall preserve the confidentiality of the disclosing party's Confidential Information and treat such Confidential Information with at least the same degree of care that receiving party uses to protect its own Confidential Information, but not less than a reasonable standard of care; (ii) the receiving party will use the Confidential Information of the disclosing party only to exercise rights and perform obligations under this Agreement; and (iii) Confidential Information of the disclosing party will be disclosed only to those employees and contractors of the receiving party with a need to know such information. The receiving party shall not be liable to the disclosing party for the release of Confidential Information if such information: (a) was known to the receiving party on or before the effective date of this Agreement without restriction as to use or disclosure; (b) is released into the public domain through no fault of the receiving party; (c) was independently developed solely by the employees of the receiving party who have not had access to Confidential Information; or (d) is divulged pursuant to

any legal proceeding or otherwise required by law, provided that, to the extent legally permissible, the receiving party will notify the disclosing party promptly of such required disclosure and reasonably assists the disclosing party in efforts to limit such required disclosure.

## **9. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.**

**9.1 Mutual.** Each party represents, warrants and covenants to the other party that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it under this Agreement, (b) the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party, (c) this Agreement constitutes the legal, valid and binding obligation of such party when executed and delivered and (d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

**9.2 By Ren Global.** Ren Global warrants that (a) all Professional Services and Support Services shall be provided in a professional, competent and workmanlike manner in accordance with the prevailing industry standards, (b) the Solution, as made available via the Hosted Service and when used in accordance with the Documentation, will perform in all material respects as specified in such Documentation during the applicable Subscription Term, and (c) Ren Global will not knowingly introduce any “back door,” “time bomb,” “Trojan horse,” “worm,” “drop dead device,” “virus,” “preventative routines” or other computer software routines within the Solution that are intentionally designed to permit unauthorized access to or use of either the Solution’s or Customer’s computer systems (“Viruses”). In the event of any breach of the warranties in subsection (a) or (b) above, Ren Global shall, as its sole liability and Customer’s sole remedy, diligently remedy any deficiencies that cause the Professional Services, Support Services and/or Solution to not conform to such warranties promptly after its receipt of written notice from Customer.

**9.3 Disclaimers.** THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES OFFERED BY EITHER

PARTY AND ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. REN GLOBAL DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR THAT CUSTOMER’S USE OF THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED.

## **10. INDEMNIFICATION, LIMITATION OF LIABILITY.**

**10.1 Indemnification.** Ren Global will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Solution infringes any United States copyright or misappropriates any trade secret rights and Ren Global will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. Customer will defend at its own expense any action against Ren Global brought by a third party to the extent that the action is based upon a claim that (i) any Customer Data infringes any United States copyright or misappropriates any trade secret rights or (ii) Customer has violated the Customer Policies or otherwise failed to comply with applicable law and Customer will pay those costs and damages finally awarded against Ren Global in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on the indemnified party notifying the indemnifying party promptly in writing of such action, the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and the indemnified party cooperating and, at the indemnifying party’s reasonable request and expense, assisting in such defense. If the Solution (or any component thereof) becomes, or in Ren Global’s opinion is likely to become, the subject of an infringement claim, Ren Global may, at its option and

expense, either (a) procure for Customer the right to continue exercising the rights licensed to Customer in this Agreement, or (b) replace or modify the Solution so that it becomes non-infringing and remains functionally equivalent. If neither of the foregoing options are, in Ren Global's reasonable opinion, commercially reasonable, Ren Global may terminate this Agreement and will refund to Customer a pro-rata portion of any applicable prepaid Fees. Notwithstanding the foregoing, Ren Global will have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (i) third-party components (including in combination or as integrated with the Solution) not provided by Ren Global; (ii) unauthorized use or use of the Solution other than in accordance with the Documentation or (iii) Viruses introduced by Customer or its agents. This Section 10.1 states Ren Global's entire liability and Customer's sole and exclusive remedy for infringement claims and actions.

**10.2 Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY THIRD PARTY PRODUCTS OR INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER, IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE SOLUTION, SERVICES AND INTELLECTUAL PROPERTY PROVIDED HEREUNDER SHALL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL OF THE FEES ACTUALLY PAID AND THE FEES PAYABLE TO REN GLOBAL BY CUSTOMER UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES.

**11. PUBLICITY.**

During the term of this Agreement, unless otherwise set forth in the applicable Order Form, Customer hereby

agrees that Ren Global shall have the right, but not the obligation, to include Customer's name and logo as a customer who uses the Solution on the Ren Global website and in other materials promoting the Solution.

**12. INJUNCTIVE RELIEF.** The parties acknowledge that the Solution and each party's Confidential Information are unique property, and the unauthorized use thereof will cause the injured party irreparable harm that may not be adequately compensated by monetary damages. Accordingly, the parties agree that the injured party will, in addition to other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of this Agreement, including to prevent any actual or threatened unauthorized use or sublicensing of each party's Confidential Information, the Solution, or any information or data contained therein.

**13. MISCELLANEOUS.**

The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay. This Agreement controls the actions of all party representatives, officers, agents, employees and associated individuals. The terms of this Agreement shall be binding on the parties, and all successors to the foregoing. Neither party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent except pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. All modifications to or waivers of any terms of this Agreement must be in a writing that is signed by the parties hereto and expressly references

this Agreement. This Agreement shall be governed by the laws of the State of Oregon, without regard to Oregon conflict of laws rules. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the state or federal courts located in Multnomah County, Oregon. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. The prevailing party shall be entitled to recover reasonable attorney's fees and other costs from the other party. These fees and other costs are in addition to any other relief to which the prevailing party may be entitled. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants

and restrictions of this Agreement shall remain in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement includes any Order Forms agreed to by the parties in writing and all expressly referenced documents. Collectively the foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals submitted by Ren Global. The terms on any purchase order or similar document submitted by Customer to Ren Global will have no effect and are hereby rejected. All notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth within the applicable Order Form.

\* \* \*

#### **EXHIBIT A – REQUIREMENTS: SERVICE LEVELS**

**Security of Customer Data:** Ren Global shall (i) establish and maintain appropriate technical and organizational measures to protect against accidental damage to, or destruction, loss, or alteration of, Customer Data; (ii) establish and maintain appropriate technical and organizational measures to protect against unauthorized access to the Customer Data; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Solution. Ren Global is not responsible for the security of Customer Data while in transit over the Internet.

**Uptime Commitment:** Ren Global will use commercially reasonable efforts to ensure that the Solution will be available at least 99% of the time, as measured monthly, subject to the exclusions set forth below and also excluding scheduled downtime and any time necessary to implement any updates, upgrades or other modifications to the Solution ("Uptime Commitment"). Ren Global will notify Customer at least twenty-four (24) hours prior to any scheduled downtime and will use commercially reasonable efforts to minimize the effect of such maintenance on the Solution.

**Exclusions:** The Uptime Commitment shall not apply in the event of any causes beyond the control of Ren Global or its hosting provider, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion, denial of service attacks, failure of the Internet

generally, any actions or inactions of Customer or any third party, or other failures.

## **EXHIBIT B – TECHNICAL SUPPORT SERVICES**

**1. Customer Obligations.** Customer agrees to provide Ren Global with all information and materials requested by Ren Global for use in replicating, diagnosing and correcting an error or other problem with the Solution reported by Customer. Customer acknowledges that Ren Global's ability to provide satisfactory support services is dependent on Ren Global having the information necessary to replicate the reported problem with the Solution.

**2. Items Not Covered by Support Services.** Ren Global is not obligated to provide support services for errors or problems caused by the following:

- (a) third-party components not provided by Ren Global; or
- (b) use of the Solution other than as described in the Documentation.

**3. Technical Support Services.** Ren Global shall provide the following technical support services for the Solution:

|                | Technical Support   |
|----------------|---|
| Overview       | Available by email during business hours  |
| Business Hours | 8:00 am – 5:00 pm Pacific (Monday – Friday)<br>(Excluding Nationally Recognized Holidays) |