



CXO NEXUS SERVICES DEFINITIONS AND CUSTOMER ("COMPANY") OBLIGATIONS

Revision: March 11, 2020

CXO NEXUS SUBSCRIPTION SERVICES

Installation – Specific elements are required to create the ingestion process and AI model training for a specific Company. This Installation service shall cover those elements necessary to provide the Company with the purchased Service. Should the Company allow a subscription lapse, a new Installation charge may be necessary to re-initiate a Service.

InCight™ Dashboard for IT Vendor Spend – a Cloud Service provided by CXO Nexus that ingests Company Data into the Intelligent Fusion Engine to generate the TruSpend™ data and to contribute to the TruCight™ data. Company shall abide by the Company Obligations below. Company Data shall be treated as Confidential Information by CXO Nexus (the Receiving Party) and the Company recognizes the Proprietary Rights of CXO Nexus. The InCight™ Dashboard for IT Vendor Spend license comes with twenty (20) End User licenses and is an annual subscription unless otherwise stated on the Order Form.

COMPANY OBLIGATIONS

For all subscription services, the Company shall ensure that the following requirements are met relative to the Company Data and use of the CXO Nexus Service(s):

- Company will provide CXO Nexus all required data fields and required history (typically 2 years) as defined by CXO Nexus during the Integration Process. Company is solely responsible for ensuring this data is accurate, complete and up to date.
- Company shall name a support person from the Company should questions arise that must be answered for CXO Nexus to provide the purchased Service.
- Company shall provide necessary access to ongoing data for updating the data set as defined during the Integration Process.
- Company will provide to CXO Nexus End Usernames and contact information (required to establish Solution access). Company will maintain user role-based access and access control levels and security to business sensitive data, single user usage per account and appropriate processes and policies in place for named user data access and usage audits. Company is solely responsible for maintaining the confidentiality of any password, passcodes, activation keys and the like that may be required so that an End User can access and use any of the Services. If such level of security is not maintained, CXO Nexus shall not be liable for any damages related thereto.
- Company and its End Users may only use the Services as described on this page and in the current documentation made generally available by CXO Nexus to its other customers regarding the Services. Company is responsible for ensuring its End Users comply with all relevant terms of this Service and any failure to comply will constitute a breach by Company. Except as expressly authorized by this Service, Company will not, and will not allow any End User or other third party to, (a) permit any third party to access or use the Services other than an End User; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Services, except to the extent expressly permitted by applicable law; (c) use the Services or any CXO Nexus Confidential Information to develop a competing product or service; (d) use any Service, or allow the transfer, transmission, export, or re-export of any Service or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency; or (e) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Documentation and Services, including any screen displays, components, or any other elements of any kind of the Documentation and Services, or any other products or materials provided by CXO Nexus in connection with this Service.
- Company recognizes that under no circumstances will CXO Nexus be liable or responsible for any use, or any results obtained by the use, of the Services in conjunction with any services, software, or hardware that are not provided by CXO Nexus. All such use will be at Company's sole risk and liability.
- Under no circumstances shall CXO Nexus liability exceed the annual subscription value for the Service purchased by the Company.
- Company shall immediately notify CXO Nexus of any suspected unauthorized use of any account that Company has with CXO Nexus or any breach of the security of any such account or of any Service.
- Company shall not knowingly (after taking commercially reasonable precautions) access, store, distribute or transmit any viruses or any material that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activity; (f) contains Sensitive Personal Information; or (g) causes damage or injury to any person or property; and CXO Nexus reserves the right, without liability to Company, to disable Company's access to any material that breaches this Agreement.

DEFINITIONS

Aggregated Data means data of the Company used by CXO Nexus for CXO Nexus's business purposes and does not include (directly or by inference) any information identifying the Company or any identifiable individual. CXO Nexus can leverage this aggregated, anonymized data for its business purposes, including its use for Peer Comparison and Market Trends which the Company may have rights to access as part of the subscription Services. Aggregated data is NOT considered Company Data or Confidential Data and is the exclusive and perpetual intellectual property of CXO Nexus. Under no circumstances will Company be deemed to receive title to any portion of the Aggregated Data or Services, title to which at all times will vest exclusively in CXO Nexus.

Company means the Company or Customer purchasing the specified CXO Nexus Cloud Services.

Company Data means the documents, information, graphics, data, content, and other materials input by Company into the Services or provided by the Company to CXO Nexus for purposes of performing the contracted Services.

Confidential Information means any proprietary data or information that is not generally known to the public, and that is disclosed by a party (a "Disclosing Party") to the other party (a "Receiving Party") whether in tangible or intangible form, whenever and however disclosed, and whether or not marked designated or otherwise identified as "confidential".

End Users means the employees of Company who have been authorized to access the Services on Company's behalf.

InCight™ means a Software as a Service (SaaS) subscription that provides visualization dashboards of the TruSpend™ data via online data maps and other analytic tools.

Integration Process means the process by which connection is first established for the transference of required Customer Data from the Customer to CXO Nexus. This will include but is not limited to defining the methods of data conveyance, required data sets (data fields, meta data, timeframes, organizational data, etc.), permissions and deployment schedules.

Intelligent Fusion Engine (IFE)™ means the proprietary CXO Nexus Artificial Intelligence (AI), Augmented Intelligence and Machine Learning (ML) services that ingest data from the Company in order to generate TruSpend™ and TruCight™ data.

Proprietary Rights means that Company acknowledges and agrees that (i) all Aggregated Data and (ii) Services, including support services and professional services, are protected by intellectual property rights, as applicable, of CXO Nexus and its vendors/licensors and that Company has no right to transfer or reproduce any of the foregoing or any software provided with the Services or prepare any derivative works with respect to, or disclose Confidential Information pertaining to, any CXO Nexus Data or Services, or any part of them and (iii) that CXO Nexus owns all perpetual rights, title, and interest in and to the Aggregated Data and Services, including any changes or modifications made to the Aggregated Data or Services performed in connection with this Agreement, together with all ideas, architecture, algorithms, models, processes, techniques, Company interfaces, database design and architecture, and "know-how" embodying the Services.

Sensitive Personal Information means (a) government identification numbers or financial account numbers associated with individual persons (e.g. U.S. Social Security numbers, driver's license numbers, or personal credit card or banking account numbers), (b) medical records or health care claim information associated with individuals, including claims for payment or reimbursement for any type of medical care for an individual, and (c) Data designated as "Sensitive" or "Special Category" or the like requiring extra protective measures under the applicable data protection law.

Service(s) means a non-exclusive, non-transferable license to the Company to access and use the Services and CXO Nexus software solely for Company's internal business purposes. All CXO Nexus Services and Software may only be used in support of Company's use of the Services and for no other purpose. Services provided by CXO Nexus may also include customer support services. This is not a "work made for hire" agreement, as that term is defined in Section 101 of Title 17 of the United States Code.

TruSpend™ means a Company-specific database Service that is populated with the results of the Intelligent Fusion Engine™ process. This may include, but is not limited to, classification across OEM and OEM Hierarchies and Parentage, Reseller and Reseller Hierarchies and Parentage, reconciled Product information and data categorization. This TruSpend™ Data is unique to the Company and is deleted at the end of a Company subscription or upon the request of the Company.

TruCight™ means a CXO Nexus proprietary data and knowledge base of global analytic trend and metric information that may leverage Aggregated Data in its creation. TruCight™ shall be the perpetual intellectual property of CXO Nexus with all rights and licenses belonging to CXO Nexus.

