

Services Schedule: OCI Pass-Through Terms and Conditions for OCI Resources

The pass-through terms and conditions listed below are incorporated by reference into applicable OCI Statements of Work ("SOWs"), as indicated in the SOW Terms and Conditions section within each applicable SOW.

1. **Access and Use.** Customer shall:

- a. have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the OCI Resources, which may be updated from time-to-time by Oracle, ordered according to this SOW during the Term, unless earlier terminated in accordance with the Agreement or this SOW (the "Services Period").
- b. only use the OCI Resources for Customer's internal business purpose and may not directly resell the OCI Services.
- c. be responsible for any required notices, consents and/or authorizations related to Customer's use of the Services including the processing of Customer's Content as part of the Services.
- d. use the OCI Resources in compliance with the Oracle Service Specifications. For the avoidance of doubt, Syntax shall have no responsibility for Oracle's modification of the OCI Resources or Oracle Service Specifications, provided that Syntax will use commercially reasonable efforts to notify Customer of material changes of which Syntax is made aware and that materially affect the OCI Resources.
- i. Oracle Service Specifications means the following documents, which may be updated from time to time by Oracle, as applicable to the OCI Resources according to this SOW:
 - the Oracle Cloud Hosting and Delivery Policies (https://www.oracle.com/contracts/docs/ocloud_hosting_delivery_policies_3089853.pdf);
 - the Program Documentation (the user manuals, help windows, readme files for the OCI Resources and any Oracle Software);
 - the Oracle service descriptions (https://www.oracle.com/contracts/docs/paas_iaas_universal_credits_3940775.pdf);
 - the Oracle IaaS and PaaS Public Cloud Services Pillar document (https://www.oracle.com/contracts/docs/paas_iaas_pub_cld_srvs_pillar_4021422.pdf);
 - and the Data Processing Agreement (<https://www.oracle.com/contracts/docs/data-processing-agreement-oracle-services-081425.pdf>);
- ii. Oracle's privacy policies (<https://www.oracle.com/legal/privacy/>); and
- iii. any other Oracle documents that are referenced in this SOW.
- e. Oracle updates to the OCI Resources or Service Specifications will not materially reduce the level of performance, functionality, security, or availability of the OCI Resources during the Services Period.

2. **Restrictions.** Customer shall not:

- a. cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Syntax or Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the OCI Resources to any third party.
- b. use the OCI Resources to perform or disclose any benchmarking or availability testing of the OCI Resources, perform or disclose any performance, penetration, or vulnerability testing of the Services without Syntax's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the OCI Resources; or use the Services to perform cyber currency or crypto currency mining.

3. **Permission for Customer Content.** Customer grants Syntax the right to host, use, process, display and transmit Customer Content to provide the Services pursuant to and in accordance with the Agreement and this SOW.

4. **Third-Party Content and Associated Information.** Customer may request and Syntax may agree to purchase, install, and/or access Third-Party Content (for definition, see the Definitions section herein) or access third parties' websites, platforms, products, services, and information available from the OCI Resources and Oracle Cloud Marketplace as part of the Services ("Third-Party Services"). Where such activity requires the acceptance of an end user license agreement (or similar terms) from the third-party provider, Customer hereby authorizes Syntax to accept such terms on Customer's behalf, agrees to be bound by and adhere to such terms, and acknowledges that Customer, not Syntax, is bound by such terms. Any Third-Party Services that Syntax purchases,

installs, and/or accesses on Customer's behalf will be identified in *Customer Specifications* or in a support ticket based on Customer request. Syntax does not control and is not responsible for Third-Party Services; Third-Party Services are provided on an "as-is" and "as available" basis without any warranty of any kind. If Customer transfers or causes the transfer of Customer Content or Third-Party Content from the OCI Resources to a Third-Party Service or other location, that transfer constitutes a distribution by Customer and not Syntax.

- a. Notwithstanding that Syntax may have agreed to purchase Third-Party Services pursuant to this section, in the event that any third-party vendor whose services are utilized or relied upon modifies its terms or conditions, it may be necessary to amend this SOW or the Agreement. Customer agrees it will be necessary to review and execute any reasonable CO required to effect such amendments.
 - b. Customer acknowledges that: (i) the nature, type, quality, and availability of Third-Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with Third-Party Services depend on the continuing availability of such third parties' respective application programming interfaces ("APIs"). The OCI Resources may be updated, changed, or modified as a result of a change in, or unavailability of, such Third-Party Content, Third-Party Services or APIs. If any third party ceases to make its Third-Party Content or APIs available on reasonable terms for the OCI Resources, Oracle may cease providing access to the affected Third-Party Content or Third-Party Services. Any changes to Third-Party Content, Third-Party Services, or APIs, including their unavailability, during the Services Period does not affect Customer's obligations according to this SOW.
 - c. Except to the extent software (including machine images), data, text, audio, video or images made available through Oracle Cloud Marketplace ("Content") is provided to Customer through a separate license that expressly states otherwise, Customer may not nor attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Content, (b) reverse engineer, disassemble, or decompile the Content or apply any other process or procedure to derive the source code of any software included in the Content, (c) resell or sublicense the Content, (d) transfer Content outside the OCI Resources without specific authorization to do so, or (e) tamper with or circumvent any controls or make unauthorized copies of the Content.
5. **Compliance Regarding Cloud Services.** Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <https://www.oracle.com/corporate/contracts/cloud-services/>. (**Note:** Use the menu bar at the top to navigate to the applicable documents.)
6. **Compliance Regarding Personal Data.** To the extent Customer Content includes Personal Data (as that term is defined in the applicable Oracle data privacy policies and the Data Processing Agreement), Oracle will furthermore comply with the following:
- a. The relevant Oracle privacy policies applicable to the Services; and
 - b. the applicable version of the Data Processing Agreement for OCI Resources.
7. **Sensitive Data or special data.** Unless otherwise specified in this SOW or the Service Specifications, Customer Content may not include any Sensitive Data, or special data that imposes specific data security or data protection obligations on Syntax or Oracle in addition to or different from those specified in the Service Specifications, the Agreement, or this SOW. Customer is solely responsible for any Sensitive Data submitted in violation of this restriction, and Syntax will have no liability arising from the submission, processing, or exposure of such prohibited data.
- a. "Sensitive Data" means any: (i) personally identifiable information or information that is referred to as personal data (including sensitive personal data); PII (or other like term) under applicable data protection or privacy law and includes information that by itself or combined with other information can be used to identify a person; (ii) financial records; and (iii) other sensitive, regulated, or confidential information.
8. **Monitoring OCI Resources.** Oracle continuously monitors the OCI Resources to facilitate Oracle's operation of the Services; to help resolve Service Requests; to detect and address threats to the functionality, security, integrity, and availability of the OCI Resources as well as any content, data, or applications in the OCI Resources; and to detect and address illegal acts. Oracle monitoring tools do not collect or store any Customer Content residing in the OCI Resources, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software that is stored in, or operated on or through, the Services. Information collected by Oracle monitoring tools (excluding Customer Content) may also be used to assist in managing Oracle's product and service portfolio, and to help Oracle address deficiencies in its product and service offerings.
9. **Suspension of Cloud Services.** Customer agrees that Syntax may, without liability, immediately suspend, restrict, or disable access to any Cloud Services, in whole or in part, if Syntax or Oracle reasonably determines that: (i) there is an attack on the Cloud Services, such Services are accessed or manipulated by a third party without Syntax's consent, or there is another event for which Syntax reasonably believes that the suspension of such Cloud Services is necessary to protect Syntax (a "Security Threat"), (ii) Customer has violated the Syntax Acceptable Use Policy, the terms of this SOW or the Agreement, or applicable third-party terms; (iii)

suspension is necessary to protect the OCI Resources, Syntax systems, Oracle systems, or any third party; (iv) suspension is required by Oracle, a subcontractor, or a third-party provider; or (v) suspension is advisable to comply with law, legal process, or governmental request. Syntax will use commercially reasonable efforts to provide notice when practicable.

10. **Compiling Information.** Oracle may compile statistical and other information related to the performance, operation, and use of the OCI Resources, and use data from the OCI Resources in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (collectively referred to as “Service Analyses”). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Customer Content, Personal Data or Confidential Information in a form that could serve to identify Customer or any individual.
11. **Export Laws and Regulations.** Each Party agrees to comply with all export laws and regulations (including “deemed export” and “deemed re-export” regulations) in its use of the Services. Customer agrees that no data, information, software programs and/or materials resulting from the Cloud Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.
12. **Access and Location for Customer Content.** Customer acknowledges that the OCI Resources are designed with capabilities for Customer and its end users to access the Services without regard to geographic location and to transfer or otherwise move Customer Content between the Services and other locations such as user workstations. Customer is solely responsible for the authorization and management of user accounts across geographic locations, as well as export control and geographic transfer of Customer Content.
13. **Regulatory Compliance.** Customer remains solely responsible for Customer’s regulatory compliance in connection with Customer’s use of the Services. Customer is responsible for identifying and making Syntax aware of any technical, legal, regulatory, records retention, privacy, security, residency, export, or compliance requirements applicable to Customer’s use of the Services prior to executing this SOW. Syntax will cooperate with Customer’s efforts to determine whether use of the Services is consistent with any applicable regulatory requirements. Syntax does not provide legal, regulatory, or compliance advice and does not warrant that the Services will satisfy any legal or regulatory requirements applicable to Customer. Additional fees may apply to any additional work performed by Syntax or changes to the Services.
14. **Sharing Customer Information.** To provide Customer the OCI Resources, Syntax shall provide Oracle with Customer’s name and contact information (including Customer website, Customer name, telephone number, email address, city, state/region, country, and zip/postal code). Customer consents to Syntax’s collection, use, and disclosure of this information associated with the OCI Resources in accordance with Syntax’s Privacy Statement (available at <https://www.syntax.com/services-privacy-policy/>, as such may be updated by Syntax from time to time). If the OCI Resources include one or more Third-Party Services, then Syntax or Oracle may disclose to the applicable third-party Customer’s name, city, state/region, country and zip/postal code and information associated with Customer’s use of the OCI Resources. Information shared with Oracle is also subject to the Oracle privacy policy. Customer represents that it has obtained all rights, notices, and consents necessary for Syntax, Oracle, and applicable third parties to process such information in connection with the OCI Resources and any related Third-Party Services.
15. **Third-Party Beneficiary.** Customer is not a third-party beneficiary to any agreement between Syntax and Oracle, and Oracle will have no liability to Customer arising out of or relating to the OCI Resources. Customer acknowledges that Oracle is not a party to the Agreement or this SOW and that Syntax is not responsible for Oracle’s acts, omissions, service failures, service changes, outages, discontinuance, or enforcement of Oracle policies, except solely to the extent expressly provided in the Agreement. Customer’s sole remedies with respect to OCI Resources will be against Syntax only to the extent expressly set forth in the Agreement and subject to all limitations and exclusions therein.
16. **Reseller Agreement.** Notwithstanding anything in the Agreement or this SOW to the contrary, Syntax may modify this SOW, the OCI Resources, or applicable service requirements to the extent Syntax reasonably determines such modification is necessary and appropriate to comply with (a) the reseller agreement or other contractual requirements between Oracle and Syntax; (b) Oracle policy, program, service, security, privacy, technical, or operational requirements applicable to the OCI Resources; or (c) applicable law or regulatory requirements. Additionally, Syntax may suspend, discontinue, or terminate this SOW and any affected Customer OCI Resources if: (i) Oracle requires such suspension, discontinuance, or termination; (ii) Oracle no longer makes the OCI Resources available for resale, support, or use by Syntax; (iii) Syntax reasonably determines that continued provision of the OCI Resources would create legal, regulatory, security, commercial, or operational risk; or (iv) such action is required to comply with applicable law or third-party obligations. If Syntax terminates this SOW because Oracle determines such termination is necessary to comply with the law or if Oracle no longer permits resale of the OCI Resources, then Syntax shall provide to Oracle Customer’s name and contact information and the Oracle account ID, in order to allow Oracle to contact Customer to help ensure a smooth transition of

the OCI Resources pursuant to any transition plan established. Syntax shall use commercially reasonable efforts to provide Customer with advance notice.

17. **Audit of OCI Resources.** During the SOW Term, upon thirty (30) days written notice and no more than once every twelve (12) months, Syntax, at its sole cost and expense, may audit Customer's use of the OCI Resources to ensure Customer's use of the OCI Resources complies with the terms of this SOW and the Agreement. Any such audit shall not unreasonably interfere with Customer's normal business operations. Any such audit will not include any activity related to software licensing compliance that is addressed directly between Customer and their software vendor(s). Customer agrees to cooperate with any audit and to provide reasonable assistance and access to information reasonably requested. The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of confidentiality and non-disclosure of the Agreement. If the audit identifies non-compliant use, underpayment, excess usage, or use of OCI resources beyond the scope authorized under this SOW, then Customer agrees to remedy (which may include, without limitation, the payment of any fees for additional Services) such non-compliance within 30 days of written notification of that non-compliance. Customer agrees that Syntax shall not be responsible for any of Customer's costs incurred in cooperating with the audit.