

GENERAL SERVICES ADMINISTRATION
MULTIPLE AWARD SCHEDULE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through *GSA Advantage!*, a menu-driven database system. The INTERNET address for *GSA Advantage!* is

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FSC Group: Information Technology

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CONTRACT NUMBER: 47QTCA19D008G

CONTRACT PERIOD: March 22, 2024 – March 21, 2029

Pricelist Effective through Modification Number PA-0104 dated March 22, 2024

Large Business

For more information on ordering from Federal Supply Schedules go to GSA Schedules page at
GSA.gov

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CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
33411	Purchase of New Equipment – Subject to Cooperative Purchasing
811212	Equipment Maintenance – Subject to Cooperative Purchasing
511210	Software Licenses – Subject to Cooperative Purchasing
54151	Software Maintenance as a Service – Subject to Cooperative Purchasing
611420	Training Courses – Subject to Cooperative Purchasing
OLM	Order Level Materials – Subject to Cooperative Purchasing

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

33411:	RD-CAR	\$34.19
811212:	R-RC201	\$218.27
511210:	SP-V-ENT-P	\$3.51
54151:	UEB-PPR-DESK-GS-5	\$66.62
611420:	PSO-ACE-SS	\$1,914.36

1c. HOURLY RATES: Not Applicable

2. MAXIMUM ORDER*: [Insert Maximum order per SIN offered]

<u>SIN</u>	<u>MAXIMUM ORDER</u>
33411, 811212, 54151, 511210, 511210	\$500,000/per Order
611420	\$250,000/per Order
OLM	\$250,000

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Domestic and Overseas

5. POINTS OF PRODUCTION: See OEM Pricelist

6. DISCOUNT FROM LIST PRICES: GSA Net Prices are shown on the GSA Pricelist

7. QUANTITY DISCOUNT: None

8. PROMPT PAYMENT TERMS: Net 30 Days

9. FOREIGN ITEMS: See OEM Pricelist

10a. TIME OF DELIVERY: All SINs: 30 Days or as Negotiated

- 10b. **EXPEDITED DELIVERY:** As Negotiated
- 10c. **OVERNIGHT AND 2-DAY DELIVERY:** As Negotiated
- 10d. **URGENT REQUIRMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 11. **FOB POINT:** Destination
- 12a. **ORDERING ADDRESS:** Same as contractor address
- 12b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
- 13. **PAYMENT ADDRESS:** Same as contractor address
- 14. **WARRANTY PROVISION:** Standard Commercial OEM Warranty. Customer should contact contractor for a copy of the warranty
- 15. **EXPORT PACKING CHARGES:** Not Applicable
- 16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR :**
See Terms and Conditions section of this Pricelist.
- 17. **TERMS AND CONDITIONS OF INSTALLATION :** Not Applicable
- 18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES :** Not Applicable
- 18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES** Not Applicable
- 19. **LIST OF SERVICE AND DISTRIBUTION POINTS** Not Applicable
- 20. **LIST OF PARTICIPATING DEALERS :** See Attached
- 21. **PREVENTIVE MAINTENANCE :** Not Applicable
- 22a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** Not Applicable
- 22b. **Section 508 Compliance for Electronic and Information Technology (EIT):** For Information see <https://www.ClimbCS>
- 23. **UEI NUMBER:** QLG1BT8NNH95
- 24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.

Datadobi Maintenance:

Includes:

- Free upgrades to the next version of the product
- Support is provided by phone, email or via support portal
- All methods of access are available 24/7

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THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, AND DATACORE AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST HIDDEN DEFECTS TO THE FULLEST EXTENT PERMITTED BY LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DATACORE OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. DATACORE DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF VARIATIONS FROM THE DOCUMENTATION. DATACORE IS NOT RESPONSIBLE FOR ANY INTERFERENCE WITH OR INABILITY TO USE THE SOFTWARE RESULTING FROM ADDITIONAL SOFTWARE OR SERVICES PROVIDED BY THE CLOUD INFRASTRUCTURE SUPPLIER, IF ANY, THROUGH WHICH YOU ACCESS THE SOFTWARE.

Evaluation License Termination. The Evaluation license granted under this Agreement shall terminate

automatically upon the expiration of the Evaluation Period. In addition, the Evaluation license shall terminate prior to its automatic termination upon the occurrence of any of the following: (i) either you or DataCore at any time give the other written notice of termination (with or without cause); (ii) you breach any provision in this Agreement; or (iii) if applicable, your access to the Software is terminated by your cloud infrastructure provider. The Software will cease to function or become inaccessible in whole or in part upon termination of the evaluation license.

Production Use License Termination. The production use license granted to you under this Agreement will terminate immediately and automatically without notice upon the occurrence of the following: (i) if you have licensed the Software on a subscription basis, upon the expiration of your subscription. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, DataCore shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon termination of this license you will discontinue use of the Software and remove all copies of the Software and any part of the Software from any and all computing devices, including any back-up copy, and destroy the Software. At DataCore's request, you will certify in writing to DataCore that all complete and partial copies of the Software have been destroyed and that no copies remain in your possession or under your control. The provisions of this Agreement, except for the license grant and warranty, will survive termination.

Limited Liability. UNDER NO CIRCUMSTANCES WILL DATACORE OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, SAVINGS, BUSINESS, GOODWILL OR DATA, COST OF COVER, RELIANCE DAMAGES OR ANY OTHER SIMILAR DAMAGES OR LOSS, EVEN IF DATACORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (, STRICT LIABILITY OR OTHERWISE. EXCEPT AS LIMITED BY APPLICABLE LAW, DATACORE'S AND ITS SUPPLIERS' TOTAL LIABILITY UNDER THIS AGREEMENT OR OTHERWISE SHALL IN NO EVENT EXCEED THE TOTAL PURCHASE ORDER PRICE PAID, INCLUDING THE LICENSE FEE PAID BY YOU FOR THE SOFTWARE GIVING RISE TO THE LIABILITY. THE LIABILITY LIMITATIONS SET FORTH IN THIS AGREEMENT SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT OR THE INVALIDITY OF ANY OTHER PROVISION. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

U.S. Government Rights. The Software and its documentation are "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and other relevant government procurement regulations. Any use, duplication, or disclosure of the Software or its documentation by or on behalf of the U.S. government is subject to restrictions as set forth in this Agreement.

Export Law Assurances. The Software, including its documentation and related technical data, is subject to the export control laws and regulations of the United States ("Export Laws"). You agree not to export or re-export (directly or indirectly) the Software (including its documentation and related technical data) or any direct product thereof without fully complying with the Export Laws.

License Compliance Assurances. DataCore reserves the right to run periodic license compliance tests to determine and enforce the parameters of your license(s). Parameters associated with such compliance tests may include, but not be limited to: system memory, number of CPU cores, capacity under management, configuration, etc.

Governing Law. This Agreement will be governed by and construed in accordance with the Federal laws of the United States, excluding the United Nations Convention on Contracts for the International Sale of Goods, and without regard to principles of conflicts of law..

Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign this Agreement in whole or in part, without DataCore's prior written consent. You agree to notify DataCore of any intended assignment, and to provide DataCore evidence of the proposed assignee's agreement to comply with the terms of this Agreement. Any attempt to assign this Agreement without such notice and consent will be null and void. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.

Third-Party Code. The Software may contain or be provided with components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). Open Source Software may be identified in the user guides and operating manuals provided by DataCore with the Software, or DataCore may provide a list of the Open Source Software for a particular version of the Software upon written request.

General Provisions. If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. No delay or failure by either party to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. This Agreement, together with the signed Purchase Order(s), is the complete and exclusive statement between you and DataCore relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, if any, including but not limited to any prior license for the Software. This Agreement may only be amended in a writing executed by each party. The parties confirm that it is their wish that this Agreement, as well as all other documents relating hereto, have been and shall be drawn up in the English language only. The English language version of this Agreement will control in all respects, and all other versions are for convenience only and are not binding.

Infosec IQ License Agreement

Terms & Conditions

This LICENSE AGREEMENT ("Agreement") is a binding legal agreement between You, an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time), and InfoSec Institute located at 311 W. Washington, Madison, WI, 53703 ("InfoSec Institute"). For Purposes of this Agreement, "You" and "Your" refer to the entity on behalf of whom the Service will be used and on whose network the Service will be deployed.

This Agreement governs Your use of the Service.

InfoSec Institute provides the software solely on the terms and conditions set forth in this Agreement and on the condition that You accept and comply with them. If You do not agree with the terms and conditions of this Agreement, You are not authorized to access or use the Service.

I. Definitions

For the purposes of this Agreement:

A. "AwareEd Materials" means the Infosec IQ AwareEd content, consisting of modules of Security Awareness Training, as further described at <https://securityiq.infosecinstitute.com/>.

B. "Skills Materials" means the Infosec Skills content, consisting of online courses, labs, modules, and training materials, as further described at <https://www.infosecinstitute.com/skills/>.

C. "Learners" means Your employees, employees of Your subsidiaries, and their authorized contractors and agents at any of Your office locations

D. "PhishSim Service" means the Infosec IQ Phishing Service for phish-testing Learners, as described further at <https://securityiq.infosecinstitute.com/>.

E. "Infosec IQ Platform" means the web-based Infosec IQ network platform through which InfoSec Institute hosts the AwareEd Materials and the portal for the PhishSim Service, accessible via the current list of supported internet browsers.

F. "Infosec Skills Platform" means the web-based Infosec skills platform through which InfoSec Institute hosts the Skills Materials, accessible via the current list of supported internet browsers.

G. "Statement of Work" or "SOW" means a statement of work document that memorializes the specific Services to be purchased by You and provided by Infosec Institute, which indicates pricing, Your payment, the authorized number of Learner licenses You have selected, and term for the selected Services.

H. "Ecommerce Purchase" means Your online purchase of specific Services through the official Infosec Institute website, which indicates pricing, Your payment, the authorized number of Learner licenses You have selected, and term for the selected Services.

H. "Service(s)" means the following service offerings and/or subscriptions as and to the extent selected through Your Ecommerce Purchase or as indicated on the Statement of Work (as applicable): (i) the Infosec IQ Platform, which includes access to and use of the AwareEd Materials and the PhishSim Service and/or (ii) the Infosec Skills Platform, which includes access to and use of the Skills Materials.

II. License

A. Subscription License; Permitted Number of Users; Intended Purposes Only. Subject to the terms and conditions of this Agreement, Infosec Institute hereby grants to You a limited, non-exclusive, non-sublicensable, non-transferable subscription license under Infosec Institute's rights in the Service as selected through Your Ecommerce Purchase or as indicated on the Statement of Work to access and use the Service through the Infosec IQ Platform and/or Infosec Skills Platform (as applicable) for the Term of this Agreement (including the Initial Term and any Renewal Periods, as defined in Section IV below). Such license is limited to the modules and features of the AwareEd Materials, PhishSim Service, and Skills Materials, and the number of Learners, selected by You through Your Ecommerce Purchase or as indicated on the Statement of Work, Schedule contract, and/or applicable task/purchase order that You have executed. Upon request and via the Infosec IQ Platform and/or the Infosec Skills Platform, InfoSec Institute will make available a copy of such selections. Your and Your Learners' access to and use of the Service shall be for Your internal business purposes only, within Your office locations, and solely for the Service's intended purposes. The Service(s) will be provided in English, unless otherwise indicated through Your Ecommerce Purchase or on the Statement of Work.

B. Administration of License. Client's license to the Service will be administered through individual, named Learner licenses. Client will have the number of individual Learner licenses set forth as selected through Your Ecommerce Purchase or as indicated on the Statement of Work, Schedule contract, and/or applicable task/purchase order. A Learner license will be counted against Client's total allotment of Learner licenses upon a Learner profile being created through the Infosec IQ Platform and/or Infosec Skills Platform, as applicable, for a given individual Learner. Each Learner license and Learner profile may only be used by the individual person for whom the profile was created. Client will ensure that all Learners understand and comply with this Agreement, and will have responsibility for the actions and omissions of all Learners as though such actions and omissions were Client's own. Client will immediately notify Infosec of any unauthorized usage or other noncompliance with this Agreement.

C. Changes to Scope of License. The parties may during the term of this Agreement modify the scope of Your license only by mutual written agreement. However, You may choose during the term of this Agreement to add additional Learner licenses for the Services to which You are already subscribed. Such licenses shall be added to Your total allotment of Learner licenses as follows: (1) You may increase Your allotment of Learner licenses by logging into Your user admin profile and updating your allotment of Learner licenses for the Services or by providing written notice to Infosec Institute and entering into an updated Statement of Work ; (2) InfoSec Institute will then provide an invoice or direct You to a web payment form setting forth the per-Learner Subscription Fee for the additional Learner licenses You have requested. Once You pay the fee, the requested additional Learner licenses will be automatically added to Your allotment. Any modifications or changes must be authorized in writing by a warranted contracting officer. The additional Learner licenses will run concurrently with the then-current Initial or Renewal Term, and will end when such Term expires. Adding additional Learners to the license will not extend the end date for the license.

D. License Limitations. You shall not, and shall not authorize, facilitate, or encourage any Learner or other third party to:

1. attempt to decompile, disassemble, reverse engineer or reconstruct or discover any code, algorithms, methods, architecture or other elements of the Service, or create any modifications or derivatives therefrom;
2. translate, adapt, modify, create derivative works of, copy, or make copies of all or any part of the Service, including without limitation the AwareEd Materials or the Skills Materials;
3. sell, lease, sublicense, transfer, or otherwise assign or grant to third parties any rights in the Service, or use the Service to create any service offering, or perform any services for a fee using the Service;
4. interfere with or disrupt the integrity or performance of the Service and/or the Infosec IQ Platform or the Infosec Skills Platform, or attempt to gain unauthorized access to the Infosec IQ Platform, the Infosec Skills Platform, or any Infosec Institute systems or networks;
5. access or use the Service or any related documentation or materials to develop a competitive service or product, or copy any feature, technique, function or graphic for competitive purposes

6. use the PhishSim Service, the Infosec IQ Platform, or the Infosec Skills Platform to store or transmit, or otherwise upload, infringing material, unsolicited marketing emails, libelous statements, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights;
7. transfer, disclose or provide access to the Service or results of using the Service to any third party; host, run, or publish the Service in a manner accessible by outside users; or use the Service to provide services to, or otherwise for the benefit of, third parties;
8. attempt to send simulated phishing emails to any domains other than those (1) owned by You or (2) for which You have express authorization and consent to conduct simulated phishing attacks;
9. obscure, alter, or remove any trademarks or proprietary, confidentiality, copyright or other such notices from the Service, or attempt to disable or circumvent any security or data gathering features of the Service; or
10. use the Service in violation of any applicable law or regulation.

III. Ownership; Intellectual Property; Rights in Data

A. For clarity, You acknowledge that, other than the license set forth in Section II.A, You shall acquire no right, title or interest in or to the Service or any other software, products, or intellectual property of Infosec Institute. As between the parties, Infosec Institute shall own the Service and retain all rights (including intellectual property) therein.

B. The parties recognize and agree that this Agreement constitutes a license, conditioned upon the terms set forth herein, and not a sale of the Service. Infosec Institute retains the right, at any time, to temporarily deactivate or suspend Your access to and use of the Service if Infosec Institute becomes aware that Your use of the Service violates the terms of this Agreement, provided that Infosec Institute shall provide a notice of such deactivation as soon as reasonably possible under the circumstances. Termination of Federal contracts will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-73.

C. All data, images, email addresses, target information, and other files or content uploaded by You to the PhishSim Service or the Infosec Skills Platform remain Your sole property ("Customer Information"). You grant Infosec Institute the right to use the Customer Information solely for purposes of performing under this Agreement.

D. The Service will permit Infosec Institute to acquire usage data relating to Your use of the Service, which may include results of simulated phishing email attacks, responses to user questionnaires, or the like ("Usage Data"). In addition, the parties anticipate that You or your Learners or administrators may from time to time provide Feedback to Infosec Institute. "Feedback" shall include formal or informal (verbal or written) reports and comments regarding results and experiences using the Service, including usability assessments and preferences, reports on Service integration issues, failure and bug reports, suggestions for making the Service more understandable or usable for Learners, suggestions for content of the Services, and the like. Infosec Institute shall maintain all Your Usage Data and Feedback as "Confidential" pursuant to Section VI below, except that Infosec Institute and its affiliates shall have the irrevocable, perpetual, paid-up, royalty-free, worldwide right, to access, copy, make derivative works of, and use all such Usage Data and Feedback to improve, enhance and otherwise facilitate the development, provision, and support of the Service and other products and services of Infosec Institute and its affiliates, and to disclose to third parties aggregated, anonymized, and non-personally identifiable information related to the Usage Data and Feedback. The foregoing right shall inure to the benefit of Infosec Institute's successors and assigns, and Infosec Institute shall have the right to assign such right to its successors and assigns. In addition, Infosec Institute shall have the right to sublicense such right to its affiliates.

IV. Term and Termination

A. Initial Term. The initial term ("Initial Term") of this Agreement shall begin on the Effective Date of this Agreement and shall continue for each selected Service for the associated period as selected through Your Ecommerce Purchase or as set forth in the Statement of Work, Schedule contract, and applicable task/purchase order, unless earlier terminated as set forth herein.

B. Renewal Terms.

C. Termination Termination of Federal contracts will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-73.

E.

F. Obligations Upon Termination. In the event of any termination or cancellation of this Agreement for any reason, (i) You will remain obligated to pay any unpaid Fees that have accrued and were due at the time of termination; and (ii) You shall cease all use of the Service immediately (including uninstalling any plug-ins or other code associated with the Service), and shall destroy all Confidential Information, as defined in Section VI below, in Your possession custody and control (including, without limitation, all screenshots, summaries, notes, extracts, compilations, copies, and other materials containing in whole or in part any Confidential Information) and shall, upon request, certify in writing to InfoSec Institute that such destruction has taken place. Likewise, InfoSec Institute shall destroy all Customer Information in its possession, custody, and control. The terms of Section VI, and all other terms of this Agreement which by their nature should reasonably be expect to continue beyond the termination or expiration of this Agreement, shall survive.

V. Payments

A. Subscription Fees. You will pay to Infosec Institute an upfront, non-refundable Service Subscription Fee for the selected Service(s) as set forth through Your Ecommerce Purchase or as stated in the Statement of Work or Schedule contract for the Initial Term of this Agreement, upon the Effective Date.

B. Payment Terms. Except as otherwise directed, all amounts owing to InfoSec Institute under this Agreement shall be paid in U.S. dollars to InfoSec Institute. You agree to provide InfoSec Institute with complete and accurate billing and contact information. Where payment by credit card is indicated in the Order Form, through Your Ecommerce Purchase, SOW, or Schedule contract, You authorize InfoSec Institute to bill such credit card (a) at the time that You order InfoSec Institute Service or other Services as set forth in the Schedule contract, (b) for any billing frequency otherwise established in the Schedule contract,. If InfoSec Institute, in its discretion and in accordance with the Schedule contract, permits You to make payment using a method other than a credit card, InfoSec Institute will invoice You in accordance with the terms of the Schedule contract.

VI. Non-Disclosure

A. "Confidential Information" means any information disclosed (verbally, in writing, or by observation) by one party ("Disclosing Party") to the other party ("Receiving Party") pursuant to this Agreement that is (i) designated as "Confidential," or in some other manner to indicate its confidential nature, or (ii) would otherwise be reasonably expected to be treated in a confidential nature under the circumstances of disclosure or by the nature of the information itself. For example, Confidential Information may include without limitation, certain confidential and/or proprietary financial, sales and distribution, marketing, research and development, organizational, technical and business information, policies or practices, portfolio holdings and securities related information and certain non-public personal or financial information received from or relating to third parties such as Your own clients and customers or shareholders.

1. Without limiting the foregoing, the Service (including without limitation, the content, AwareEd Materials, Skills Materials, functionality, look, portal access, integration, interface, delivery of results, are the Confidential Information

of Infosec Institute. All information disclosed by You to InfoSec Institute under this Agreement concerning Your business affairs, employees, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is Your Confidential Information.

2. However, Confidential Information does not include any information which (a) is or becomes generally known and available to the public through no act or omission of the Receiving Party; (b) was already in the Receiving Party's possession, without obligation of confidentiality, at the time of first disclosure by the Disclosing Party, as shown by the Receiving Party's contemporaneous records; (c) is lawfully obtained by the Receiving Party from a third party who has the legal right to make such disclosure; or (d) is independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information.

B. Neither party shall use the Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement; provided, however, that Infosec Institute may use the Usage Data and Feedback as provided in Section III.D of this Agreement. Neither party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information of the other party, except to employees, shareholders, officers, affiliates, and contractors of the Receiving Party with a need to know, each subject to a written obligation of confidentiality. Each party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information of the other party, and will take at least those measures that it takes to protect its own most highly confidential information.

C. If a Receiving Party is compelled by law or a court of competent jurisdiction to disclose the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party in writing and will cooperate at the Disclosing Party's expense in seeking a protective order or other appropriate remedy or protection. If disclosure is ultimately required, the Receiving Party will furnish only that portion of Confidential Information that is legally required.

D. In the event Infosec Institute is provided access to any portfolio holdings or securities related information, Infosec Institute agrees not to trade on any such information, and to make best efforts to ensure that its employees, agents and subcontractors do not trade on such information. Infosec Institute agrees to comply with all applicable federal and state data privacy laws, including any requirements to establish and maintain safeguards and a written information security program.

VII. Warranties and Liability

A. You agree to rely solely on your own opinion and evaluation of the Service and the results, data, and indications obtained through your use, with regard to their suitability for any purpose. Infosec Institute does not warrant that the Service will be error-free or that any results, learning, or other achievements obtained through use of the Service will be accurate or should be followed. Infosec Institute also does not warrant that the Services will be able to or actually solve, improve, or otherwise mitigate any problems You may experience with phishing or any other computer- or cyber-attacks. The Infosec Skills Platform and Infosec IQ Platform (including the PhishSim Service and any plugins associated therewith) is not an antivirus, antimalware, or other cybersecurity application; InfoSec Institute will have no obligation to undertake efforts to actually prevent or mitigate any potential real attacks.

B. InfoSec Institute will provide technical support, Learner assistance, and troubleshooting in a reasonable capacity in its discretion. InfoSec Institute will not enter Your premises to perform any services under this Agreement. You are fully responsible for deployment of the Service in Your organization, including installation of any plug-ins associated with the PhishSim Service. InfoSec Institute will only support such deployment remotely.

C. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. INFOSEC INSTITUTE HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, UNINTERRUPTED USE, AND ANY WARRANTIES ARISING FROM CONDUCT OR COURSE OF DEALING. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the

event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

D. In no event will either party be liable for any indirect, special, incidental, exemplary, punitive, treble or consequential damages (including, without limitation, loss of business, revenue, profits, goodwill, data or other economic advantage) arising out of or relating to this Agreement, however caused and based on any theory of liability, whether breach of contract, breach of warranty, tort (including negligence), professional error or omission, product liability or otherwise, even if the other party is advised of the possibility of such damages. Each party's maximum liability (including attorneys' fees) arising out of or related to this agreement will not exceed the amount paid by You under this agreement during the 12-month period prior to the date the claim arose. Your sole remedy for any material defect in performance of the Service (including the content and operability of any components thereof) shall be to request that Infosec Institute re-perform or correct the defective Service as Infosec Institute sees fit such that the Service performs in a substantially equivalent manner to the Services as selected through the Ecommerce Purchase or as indicated on the SOW. The limitations of this section shall apply notwithstanding any failure of essential purpose of any limited or exclusive remedy. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

E. InfoSec Institute agrees to defend, indemnify and hold harmless You, Your subsidiaries and affiliates and their respective successors, assigns, employees, officers, directors and agents from and against any and all third party claims (including any damages, losses, liabilities, expenses, and fees relating to such claims) to the extent arising from (i) any claim that the Service infringes any third party intellectual property and (ii) any gross negligence or willful misconduct of InfoSec Institute. In the event of a third party claim of infringement, InfoSec Institute shall have the right in its discretion to choose to replace the allegedly infringing portion of the Service with a non-infringing component or functionality that performs in a substantially equivalent manner to the Services as selected through the Ecommerce Purchase or SOW, or to terminate the Agreement and refund You all fees paid within the previous 12-month period. In no event, however, shall InfoSec Institute settle or otherwise take any action with respect to such claim that comprises an admission of guilt or liability on behalf of, or requires any payment by, You without first obtaining Your consent. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

F.

VIII. Miscellaneous

A. The parties to this Agreement are independent contractors, not partners, joint venturers, employer-employee, or otherwise in any business relationship. For clarity, the parties understand and agree that Infosec Institute will act as an independent contractor when providing the Service, and no relationship exists as employer and employee between You or Infosec Institute and the other party's respective employees. Except for the parties identified with respect to the indemnity provisions contained herein, there are no third party beneficiaries to this Agreement.

B.

C. The Agreement and any controversies arising hereunder shall be interpreted and adjudicated in accordance with the laws of the United States. All disputes will be settled in accordance with the Contract Disputes Act, 41 USC 7101-7109, or the Federal Tort Claims Act.

D. Neither party may assign this Agreement or any of its respective rights (including the license to the Service) or obligations under this Agreement in whole or in part without the prior written consent of the other party. This License Agreement may be transferred or assigned only in accordance with the procedures of FAR Part 42.12. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Any purported assignment in contravention of this Section shall be null and void.

E. Each provision contained herein is severable from the Agreement and if one or more provisions are declared invalid, illegal, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect. If such severance is not so allowed or if such a severance leaves terms thereby made clearly illogical or inappropriate in effect, the parties agree to substitute new terms as similar in effect to the present terms of this Agreement as may be allowed under the applicable laws and regulations.

F. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control (e.g., which cause impairs or precludes performance), including without limitation an act of terrorism or sabotage; pandemic; act of God; governmental act, prohibition, or safety recommendations; hacker attack, virus, or other malware; riot, civil unrest; strike or labor shortage; or failure of necessary content, materials, or the Internet. The delayed party shall give the other party notice of such cause and shall use its reasonable commercial efforts to correct such failure or delay in performance.

G. Notices, payments, statements or reports to be made under this Agreement shall be sent to Infosec Institute at the address herein above and to the current address of Your office, or at such other latest address designated in writing by the other party.

H. Neither party shall use the other party's name, trademarks, service marks, logos or other such materials in any manner without prior written approval.

I. This Agreement constitutes an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s). This Agreement may only be amended by a writing signed by both parties that indicates it is an amendment hereto. Waiver of any term of this Agreement or forbearance to enforce any term by either party shall not constitute a waiver as to any subsequent breach or failure of the same term or a waiver of any other term of this Agreement. You agree to comply with all applicable laws and regulations (including without limitation export control laws and regulations) related to its use of the Service.

TINTRI

END USER LICENSE AGREEMENT

IMPORTANT: PLEASE READ THIS CONTRACT (THIS “AGREEMENT” OR THIS “EULA”) BEFORE INSTALLATION OR USE OF THE TINTRI by DDN, INC. (“TINTRI” OR “US”) PRODUCT THAT YOU HAVE PURCHASED OR FOR WHICH THE SOFTWARE IS SUPPLIED OR MADE AVAILABLE (THE “HARDWARE” AND/OR “SOFTWARE,” RESPECTIVELY, AND COLLECTIVELY, THE “PRODUCT”).

YOU MAY NOT USE THE PRODUCT IF YOU ARE NOT AT LEAST 18 YEARS OF AGE OR ARE NOT EXPRESSLY AUTHORIZED TO DO SO ON BEHALF OF ANY ENTITY OR COMPANY THAT YOU MAY REPRESENT FOR PURPOSES OF THIS AGREEMENT.

1. **SOFTWARE LICENSE GRANT.** The Software is licensed to You, not sold. Terms such as sell and purchase, apply only to the extent the Products consist of Hardware items other than Software. No ownership rights to any Software are transferred to any party pursuant to this Agreement. Subject to the terms of this Agreement, including payment of the purchase price and/or all licensing fees for the Product and the applicable license restrictions set forth in Section 2 below, Tintri hereby grants Customer a limited, personal, non-sublicensable, nontransferable, non-exclusive, revocable (pursuant to a termination in accordance with Section 9 below) license to use the Software, in object code format only, only for Customer’s internal use (including internal use for the purposes of providing hosted remote access to the Products to Customer’s end user customers) during the applicable license Term (as defined in Section 9 below) and only as part of, or to operate, manage or use, the Tintri VMstore™ system or other Tintri Product in which it is contained or for which it is provided and only in accordance with any accompanying documentation or the then-current, generally available, written Product user manuals published by Tintri at www.tintri.com (“Documentation”). Except as may be provided otherwise in connection with any such software and subject to Customer’s payment of any applicable licensing fees, this EULA shall apply to any updates or upgrades of Software (“Updates”) that You may rightfully license, download, install, activate or otherwise use in connection with the Product and any additional Tintri software programs or packages that You may rightfully license, download, install, activate or otherwise use in connection with the Product. Tintri does not have any obligation under this EULA to provide any Updates.

2. **LICENSE RESTRICTIONS.** Customer shall not, nor permit anyone else to, directly or indirectly: (i) copy (other than for back-up purposes), modify, or distribute the Software; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Software (except to the extent the foregoing is expressly prohibited by applicable local law); (iii) create derivative works based on the Software or any part or component thereof; (iv) analyze or use the Software for comparisons or competitive testing or “benchmarking” (except for Customer’s confidential internal purposes) or publish or disclose the results thereof; (v) take any actions that would cause the Software to become subject to any open source license agreement if it is not already subject to such an agreement; (vi) make available Software in any form to anyone other than Customer’s employees or contractors or to Customer’s end user customers for which Customer hosts the Software for remote access provided such end user customers agree in writing to be bound by terms at least as protective of the Software and Tintri as those in this EULA; (vii) publicly display, sell, license, sublicense, assign, distribute, pledge, lease or otherwise transfer Software to any third party; (viii) attempt to disable or circumvent any license key, encryption or other security mechanism used in connection with the Software; or (ix) remove or obscure any proprietary notices on the Software. As between the parties, title,

ownership rights, and intellectual property rights in and to the Software, and any copies or portions thereof, shall remain in Tintri and its suppliers or licensors. The Software is protected by the copyright laws and treaties. This EULA does not give Customer any rights not expressly granted herein.

Customer is responsible for understanding any additional applicable rules and restrictions relative to the type of Software license purchased or obtained as identified in the applicable quote or Documentation or as set forth below and for complying with the applicable licensing and use rules and restrictions as set forth below or in the applicable Documentation.

For Tintri Management Pack for VMware's vROps, Customer may not use such Software to manage more than one Tintri VMstore.

For Products purchased as or designated as "Not-For-Resale Products" or "NFR Products" ("NFR Products"): (i) Customer may use NFR Products only for evaluation and demonstration purposes only during the Term (as defined in Section 9 below), and shall not use NFR Products for production purposes at any time; (ii) Customer shall not sell, transfer or otherwise dispose of NFR Products; and (iii) the licenses to use such NFR Products granted pursuant to Section 1 above and this EULA shall apply only for the duration of the paid Term for the applicable Software licenses for such NFR Product.

For Tintri Global Center™ Software, Customer understands and agrees that such Software functions to manage Tintri VMstore™ system(s), and that at least one Tintri VMStore™ system is required for Customer to make use of such Software. Customer is responsible for separately obtaining a VMstore™ system from Tintri and for providing and maintaining all hardware and software necessary to operate Tintri Global Center™ Software.

3. **CUSTOMER EXPERIENCE IMPROVEMENT PROGRAM.** To aid Tintri with providing technical support for its Products and to enable Tintri to improve the Products as well as customers' experiences with the Products, the Products may transmit, and Tintri may receive, store, process, and utilize, Product performance diagnostic data and other Product-related metadata, including without limitation input-output statistics, latency statistics, space statistics, disk or flash requirements relating to each virtual machine and virtual machine identification data ("Customer Diagnostic Data"). Customer Diagnostic Data does not include any Customer data stored within the Products other than such performance and metadata. Customer authorizes Tintri to store, process, and retrieve Customer Diagnostic Data for the following purposes: (i) providing services and customer support to Customer; (ii) analyzing, maintaining and improving Tintri's Products and related services, including Customer's experience with the Products; (iii) complying with legal, governmental or contractual terms or requirements; and (iv) anonymizing and aggregating Customer Diagnostic Data for statistical analysis. Customer may elect to disable such collection and transmission of Customer Diagnostic Data at any time via controls within the user interface for the Products, but understands and acknowledges that disabling or limiting Tintri's access to Customer Diagnostic Data may limit Tintri's ability to provide Product-related support and other services to Customer.

4. **OPEN-SOURCE AND THIRD PARTY SOFTWARE.** The Software may be distributed with certain independent code that is licensed under the GNU General Public License (GPL), the GNU Library/Lesser General Public License (LGPL), the Apache License Version 2.0 (Apache License), and/or other open-source licenses (Open-Source Licenses). This Agreement does not alter any rights or obligations Customer may have under those Open Source Licenses. Customer can obtain a copy of the GPL, the LGPL, and the Apache License at www.gnu.org/licenses/. Until the earlier of (i) three (3) years from the date of Customer's purchase of the Product, or (ii) expiration or termination of the applicable license Term, Tintri will, at Customer's request, provide to Customer a copy of the source code for code licensed under the GPL or the LGPL, including any modifications made by Tintri. Please direct requests in writing to: Tintri by DDN Inc., 2929 Patrick Henry Dr., Santa Clara 95054.

The provision of the Software to You does not grant You any licenses or other rights under any patents of Microsoft or its affiliates with respect to anything other than the file server implementation portion of the binaries for the Software, including no licenses or any other rights in any hardware or any, devices or software that are used to communicate with or in connection with the Software.

5. **FEES.** Customer shall pay the applicable purchase price and/or all licensing fees for the Product. If the Product is undergoing evaluation under an Evaluation Agreement separate from this Agreement, at the conclusion of the evaluation period under such Evaluation Agreement, the Customer must return the Product and/or delete all installed copies of the Product and confirm such deletion to Tintri in writing. For Tintri Global Center™ Software, license fees are payable to Tintri for each Tintri VMstore™ system managed by such Software.

6. SUPPORT. Support services for Software are not provided under this Agreement. Support, if purchased by Customer, is provided subject to Tintri's Support Services Terms and Conditions attached hereto in Exhibit A.. Any Software that may be made available by Tintri pursuant to such support shall become part of the Software and subject to this EULA. Customer expressly acknowledges that Tintri has no support obligations relating to the Software other than those expressly set forth in the agreement, if any, between Tintri and Customer under which Customer purchases such support services.

7. LIMITED WARRANTIES AND DISCLAIMERS. Tintri and its agents, suppliers, and licensors make no representation or warranty with respect to any Software under this Agreement. Any warranty for the Software is as set forth in the Tintri standard Limited Warranties (the "Limited Warranties") are hereby attached to this Agreement as Exhibit B. For clarity, the applicable warranty period(s) set forth in Tintri's Limited Warranties commence as of the date You accept the terms and conditions of this Agreement or otherwise install or use the Software ("Effective Date"), and will not reset upon the commencement of any Renewal Term (as defined in Section 9). EXCEPT AS MAY BE EXPRESSLY MADE IN THE LIMITED WARRANTIES BY TINTRI, TINTRI AND ITS AGENTS, SUPPLIERS, AND LICENSORS DO NOT MAKE, AND HEREBY EXPRESSLY DISCLAIM, ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO CUSTOMER. TINTRI AND ITS AGENTS, SUPPLIERS, AND LICENSORS DO NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE AGREEMENT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

CUSTOMER ACKNOWLEDGES THAT, IN CONNECTION WITH THE INSTALLATION, USE AND SUPPORT OF THE SOFTWARE, INFORMATION MAY BE TRANSMITTED OVER THE INTERNET AND OTHER DEVICES OWNED, MAINTAINED, AND SERVICED BY THIRD PARTIES, ALL OF WHICH ARE BEYOND CONTROL AND JURISDICTION OF TINTRI AND ITS AGENTS. ACCORDINGLY, NEITHER TINTRI NOR ANY OF ITS AGENTS OR SUPPLIERS NOR ANY THIRD PARTY PROVIDING LICENSES TO THE SOFTWARE ASSUMES ANY LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE SOFTWARE. NEITHER TINTRI NOR ANY OF ITS AGENTS OR SUPPLIERS NOR ANY THIRD PARTY PROVIDING LICENSES TO THE SOFTWARE (A) MAKES ANY WARRANTY OR ASSUMES ANY LIABILITY REGARDING THE AVAILABILITY, RELIABILITY, OR SUITABILITY OF ANY INTERNET SERVICE PROVIDER OR DIGITAL SUBSCRIBER LINE SERVICES, (B) ASSUMES ANY LIABILITY FOR OR RELATING TO ANY DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE SOFTWARE, INCLUDING WITHOUT LIMITATION CUSTOMER DIAGNOSTIC DATA, DUE TO THE FAILURE OF ANY THIRD PARTY, OR (C) MAKES ANY WARRANTIES AS TO THE SECURITY OF CUSTOMER'S DATA COMMUNICATIONS OR ANY OTHER DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE SOFTWARE, INCLUDING WITHOUT LIMITATION CUSTOMER DIAGNOSTIC DATA, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMPUTER(S) OR ONLINE COMMUNICATIONS.

8. LIMITATION OF LIABILITY. WHETHER UNDER ANY WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, THE FOLLOWING WILL APPLY TO TINTRI AND ITS AFFILIATES, AGENTS, SUPPLIERS AND LICENSORS AND ALL PRODUCTS, INCLUDING SOFTWARE, AND SERVICES OF TINTRI IN ALL CIRCUMSTANCES

(EXCEPT WITH RESPECT TO BODILY INJURY OR DEATH OF A PERSON): (A) TINTRI AND ITS AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS, OR LOSS OR INACCURACY OF DATA; AND (B) TINTRI'S CUMULATIVE LIABILITY FOR ANY AND ALL DAMAGES IS LIMITED TO THE GREATER OF (I) THE AMOUNTS PAID TO TINTRI BY CUSTOMER OR TINTRI'S AUTHORIZED DISTRIBUTOR OR RESELLER FOR THE PARTICULAR PRODUCTS AND/OR SERVICES PURCHASED OR USED BY CUSTOMER WITH RESPECT TO WHICH A CLAIM IS MADE OR (II) TEN THOUSAND DOLLARS. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER. ADDITIONALLY, IN NO EVENT SHALL TINTRI'S AGENTS, LICENSORS OR SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY DAMAGES OF ANY KIND. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

9. TERM AND TERMINATION. This Agreement and the rights and licenses granted hereunder shall either, as applicable: (i) commence on the Effective Date and continue until terminated as set forth in the GSA Schedule contract or (ii) in the case of NFR Products or other Software for which You have purchased a subscription or limited duration license, commence on the Effective Date and continue for the license period purchased by You ("Initial Term"), subject to renewal in writing for successive renewal periods (each a "Renewal Term") in accordance with the GSA Schedule contract's ordering procedures (for NFR Products and subscription or term limited Software, the Initial Term and the applicable Renewal Terms are collectively referred to as the "Term"). Customer may terminate this Agreement at any time. Any expiration or termination of this Agreement shall also terminate the licenses granted hereunder. Upon the expiration or termination of this Agreement for any reason, Customer shall destroy and remove from all computers, hard drives, networks, and other storage media all copies of the Software, and shall so certify to Tintri that such actions have occurred. Upon reasonable notice to the Customer, consistent with all security measures of the Customer, and at Tintri's expense, Tintri shall have the right to inspect and audit Customer's facilities to confirm the foregoing. Section 2 and Sections 7 through 13 (inclusive), and all accrued rights to payment, shall survive the expiration or termination of this Agreement.
10. U.S. GOVERNMENT RIGHTS. The Software is "commercial computer software" as defined in the U.S. Federal Acquisition Regulations (FAR) at 2.101. If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of the EULA as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the "FAR" and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of the EULA as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in the Software. Any confidential or proprietary information received by the Government in connection with the EULA is exempt from release under the Freedom of Information Act and is prohibited from release under the Federal Trade Secrets Act, 18 U.S.C. 1905.
11. EXPORT COMPLIANCE. Customer shall comply with all export laws and regulations of the Applicable Law (as defined in Section 12, below) and of the U.S. Department of Commerce, the U.S. States Department of Treasury Office of Foreign Assets Control, or other U.S. or foreign agency or authority, and Customer shall not export, or allow the export or re-

export of any Product in violation of any such laws or regulations. Customer agrees to the foregoing and represents and warrants that Customer is not located in, under the control of, or a national or resident of any restricted country.

12. CHOICE OF LAW, VENUE AND DISPUTE RESOLUTION. This Agreement shall be governed by the laws of the United States of America, in all cases without regard to or the application of (i) the Uniform Computer Information Transactions Act, (ii) any choice of law rules that would result in the application of any other law, or (iii) the United Nations Convention on Contracts for the International Sale of Goods, which will not apply (collectively, "Applicable Law").

13. GENERAL. Customer may not assign any rights or delegate any duties under this EULA and any attempt to do so is void and without effect. These EULA and its exhibits constitute an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s). No modification to this EULA will be binding unless in writing and signed by an authorized representative of each party. Any express waiver or failure to exercise promptly any right under this EULA will not create a continuing waiver or any expectation of non-enforcement. If any provision of this EULA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. To the extent that any and all provisions of this EULA shall exclude or limit any statutory liability which, according to mandatory provisions of Applicable Law cannot be contractually excluded or limited by mutual agreement of the parties, then such provision shall be given only such effect, if any, as is permitted by the Applicable Law. Neither party will be responsible for any failure or delay in its performance under this EULA, due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, war, terrorism, riot, or natural disasters.

Exhibit A
Support Services Agreement

SUPPORT SERVICES TERMS AND CONDITIONS

1. **SUPPORT.** Customer is not entitled to support unless Customer has ordered and paid for Support Services as provided in the Quote or PO. Tintri by DDN, Inc., a Delaware corporation (“Tintri”), will use reasonable efforts to provide support services as described in these Support Services Terms and Conditions (“Support Services”) for the term Customer has purchased, which commences upon Product shipment. Tintri may suspend performance of Support Services if Tintri does not receive payment when due or if Customer is in breach of any contractual obligation to Tintri. Support Services are contacted primarily through Tintri’s web support portal (generally accessible on a 24x7x365 basis excepting periodic maintenance or network unavailability) and secondarily through telephone support. Tintri’s Support Services obligation is limited to using reasonable efforts to remedy a reported failure of the Products to substantially operate in accordance with Tintri’s official specifications or Documentation (i.e., the then-current, generally available, written user manuals and online help and guides for Software provided by Tintri). Support Services do not include Hardware or Software installation, training, consulting services or preventative maintenance.
 - A. **SOFTWARE SUBSCRIPTION.** Support Services include a subscription to all new releases of the Customer licensed Software issued by Tintri during Customer’s term of Support Services which incorporate updates (“Releases”), but do not include enhancements licensed by Tintri for a separate fee at Tintri’s discretion. Any Software which is provided as an update or replacement may only be installed as an update to the original Software on that Hardware. Any update to the Software or replacement Software will be subject to the terms and conditions set forth in the Purchase Terms and Conditions of which these Support Services Terms and Conditions are an integral part, and the End User License Agreement that applies to the original Software. Customer can download Releases from <https://tintri.com/company/support/vmstore-support/>. Tintri makes no commitment that it will deliver any future Release(s) and/or that the Hardware Customer has purchased will meet the hardware requirements for and operate with each Release available after the date of Customer’s purchase of the Hardware.
 - B. **HARDWARE SUPPORT.** If Tintri determines that replacement parts are required for Support Services, then Tintri will use commercially reasonable efforts to deliver them to Customer, at no charge, by Tintri’s onsite support response objective (“SRO”) in accordance with technical severity levels and the support levels purchased by Customer. Tintri actual delivery times may vary if Customer’s location is remote and/or if common carriers encounter delays or require special transportation arrangements in reaching Customer’s site, or if customs clearances impose delays. Replacement parts may be new or refurbished. Defective parts must be returned to Tintri with a pre-authorized RMA number or Tintri may invoice Customer for the replacement part. All Products that are replaced become Tintri property. Unless Customer requests otherwise, Tintri or a Tintri subcontractor will typically provide on-site installation within the SRO timeframe of the replacement part with Customer’s reasonable assistance, except with respect to not-for-resale products (no on-site service will be provided with respect to not-for-resale products).
 - C. **SOFTWARE SUPPORT.** Tintri classifies Software problem severity based on their impact on Customer. Tintri will use commercially reasonable efforts to acknowledge Customer’s problem report and commence Support Services efforts within the initial technical response objective in accordance with the applicable SLA. Support Services are offered 24x7x365 through web support portal, telephone or email.
2. **EXCLUSIONS.** Tintri will have no Support Services obligations for any conditions attributable to: (i) negligence, misuse or abuse of the Product or accident or neglect by Customer or any third party; (ii) installation, operation or use of the Product other than in accordance with Tintri’s official specifications and the applicable Documentation;

(iii) modifications, alterations or repairs to the Product made by a party other than Tintri or a party expressly authorized or designated by Tintri; (iv) use of a Product in an environment, in conditions, in a manner or for a purpose for which Product was not intended or designed or failure to maintain in accordance with Tintri's instructions, specifications or the applicable Documentation; (v) use of the Product in combination with any non-Tintri apparatus, data or programs outside Tintri's typical, recommended or reasonably anticipated use of the Products within its official Product specifications.; or (vi) causes beyond Tintri's control.

3. CONDITIONS TO TINTRI'S SUPPORT OBLIGATIONS. Customer needs to do the following as a condition to Tintri's provision of Support Services: (i) pay all applicable fees; (ii) designate from time to time a reasonable number of authorized persons trained by Tintri who can contact Tintri for Support Services, and these are Customer's only personnel entitled to contact Tintri for Support Services; (iii) register all Products with Tintri, and provide notice to Tintri of all sites and site moves; (iv) provide Tintri access to Customer's site and/or network and personnel as Tintri reasonably requests to assist Tintri in performing the Support Services; (v) enable Tintri's automated alert system on the Products which sends regular system status reports and alerts to Tintri when certain critical system events occur in the Product at Customer's site; (vi) use the Products in a supported configuration and maintain the Software within the then-current prior two Releases; (vii) install recommended replacement parts in the Products as reasonably directed by Tintri; (viii) refrain from arbitrarily changing Product settings or configurations reasonably recommended by Tintri; (ix) ensure that proper licenses have been obtained for all Software and adhere to all licensing terms and conditions; and (x) make available to Tintri any of Customer's systems data, information and other materials reasonably required by Tintri for the Support Services ("Customer Materials"), the accuracy of which is solely Customer's responsibility. Subject to Customer's rights in the Customer Materials, Tintri will exclusively own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or developed by Tintri or Tintri's personnel in connection with performing Support Services ("Tintri Materials"), including all worldwide patent rights (including patent applications and disclosures), copyright rights, moral rights, trade secret rights, know-how and any other intellectual property rights therein. Customer will have no rights in the Tintri Materials except as expressly agreed to in writing by Tintri and Customer. Nothing in these Purchase Terms and Conditions will be deemed to restrict or limit Tintri's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party. Customer agrees that it may be necessary for Tintri to collect, process and use Customer's data in order to perform Tintri obligations to provide Support Services. Customer consents to these activities and to the transfer of the data to Tintri affiliated companies and service providers located throughout the world who are subject to confidentiality agreements with Tintri. Tintri will not be responsible for Customer's or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Products returned to Tintri for repair.
4. CONFIDENTIAL INFORMATION. Each of the parties ("Receiving Party") understands that the other ("Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business, including, without limitation computer programs, software, technical drawings, algorithms, know-how, trade secrets, formulas, processes, ideas, inventions (whether patentable or not), designs, schematics and other technical, business, financial, customer and product information, data and development plans, of any nature and in any form whatsoever, which to the extent previously, presently or subsequently disclosed to the Receiving Party is "Confidential Information" of the Disclosing Party (provided that such information was or is marked or designated in writing as "confidential," "proprietary," or any other similar term or designation or was or is disclosed in a manner that a reasonable person would have understood or understand that such information is confidential and proprietary). Customer agrees without limitation that Tintri's Product and Services prices, discounts and proposals to Customer are Tintri's Confidential Information. The Receiving Party agrees: (i) to hold the Disclosing Party's Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials); (ii) not to divulge any such Confidential Information to any third person, except to those of its employees and subcontractors that need to know such Confidential Information for the purpose of performing hereunder, provided that each such

employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein; (iii) not to make any use whatsoever at any time of such Confidential Information except to perform its obligations hereunder; and (iv) not to copy, decrypt, reverse assemble, disassemble, decompile or reverse engineer any such Confidential Information. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document: (i) is or becomes (through no improper action or inaction by the Receiving Party) readily available to the public; (ii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to it by a third party that rightfully received such information without restriction on disclosure or use; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the Disclosing Party to participate in the proceeding. To the extent that any of Customer's Confidential Information includes personally identifiable information, then Customer consents to Tintri's use of such personally identifiable information in accordance with Tintri's then-current privacy policy. Customer acknowledges and agrees that any feedback, suggestions, comments, improvements, modifications and other information (including any ideas, concepts, "know-how" or techniques contained therein) that Customer provides to Tintri about its Products or Services or their performance (collectively, the "Feedback") shall not be deemed as Customer's Confidential Information and may be used, disclosed, disseminated or published by us for any purpose, including developing, manufacturing and marketing products and services incorporating Feedback, without obligation of any kind to Customer, Customer waives any rights whatsoever in or to all Feedback.

5. **REINSTATEMENT OF SUPPORT.** If Customer has not continuously purchased and complied with the terms and conditions of Support Services, Customer may request that Tintri perform an inspection of the Products and any professional services Tintri reasonably determines are required for the Products to be certified as substantially operating within their official Product specifications. After Tintri's certification, Customer may re-instate Support Services in writing by a warranted Contracting Officer if Tintri then offers it in general commercial availability and upon payment to Tintri of: (i) time and materials services payment for certification described above; (ii) the pro rata Support Services fees that would have been payable at Tintri's then applicable annual rate of Support Services for the period the Products were not covered by Support Services; and (iii) the Support Services fees for the annual period commencing upon the re-instatement of Support Services.
6. **NON-TRANSFERABILITY.** If Customer sells or otherwise transfers any Hardware to any third party, Customer will either de-install and remove the Software from such Hardware prior to sale or transfer, or provide Tintri with reasonable written notice and an opportunity to remove or disable such Software prior to any sale or transfer of the Hardware. Subject to availability of resources, Tintri will provide de-installation services to Customer at Tintri's then current time and materials rates provided Customer has complied with these Purchase Terms and Conditions and entered into a separate agreement with Tintri to receive such de-installation services. Subject to availability of resources, Tintri will provide re-installation and re-certification services to a third party purchaser or transferee of Tintri Hardware, in each case at Tintri's then current time and materials rates provided the purchaser or transferee has: (i) met Tintri credit requirements; (ii) obtained a Software license from Tintri; (iii) entered into a separate agreement with Tintri to receive re-installation and re-certification services; (iv) obtained re-certification of the Products as installed; and (v) paid any Support Services reinstatement fees and purchased at least a one (1) year term of annual Support Services from Tintri commencing upon the date of Product transfer. Customer's remaining outstanding term of Support Services is not transferable. Notwithstanding the foregoing, Tintri reserves the right to refuse to grant a Software license or provide Services to a proposed purchaser or transferee as determined in Tintri's sole discretion.

7. RELATIONSHIP OF THE PARTIES. Tintri is performing Support Services as an independent contractor, and not as an employee, agent, joint venturer or partner of Customer, and neither of the parties has the authority to bind the other by contract or otherwise. Tintri acknowledges and agrees that Tintri personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that Customer makes available to its employees. Tintri is solely responsible for all taxes, expenses, withholdings, and other similar statutory obligations arising out of the relationship between Tintri and Tintri personnel and the performance of Support Services by Tintri personnel.
8. ENGLISH. The parties agree and acknowledge that all Support Services will only be provided in the English language and only within the United States and in Canada.

Last Update: April 2020

Exhibit B
Limited Warranties

LIMITED WARRANTIES

1. **LIMITED HARDWARE WARRANTY.** Tintri by DDN, Inc. ("Tintri") warrants solely to Customer that the Hardware will be substantially free from material defects in material and workmanship for the one (1) year period from the date of shipment of the Products (the "Hardware Warranty Period").

(i) Tintri's entire liability and obligation, and Customer's sole and exclusive remedy, under the limited warranties described in this Section 1 shall be for Tintri, at Tintri's option: (1) to use reasonable efforts to repair the defective Hardware within a reasonable period of time; (2) to replace the defective Hardware; or (3) if, after reasonable efforts Tintri is not able to correct the deficiencies, to accept return of the Hardware for a refund of the amount paid for the Hardware and the pre-paid and unused portion of any remaining term of Support Services, if any, for the Hardware. Defective parts must be returned to Tintri with a pre-authorized RMA number , and if the defective part is not returned, Tintri may invoice Customer for the replacement part. All Hardware that is returned or replaced becomes Tintri's property. Tintri will not be responsible for Customer's or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Hardware returned to Tintri for repair, whether under warranty or not.

(ii) All replacement parts carry a warranty on the terms and conditions set forth immediately above of the following duration: (1) if the replacement part is installed with more than ninety (90) days remaining on the Hardware Warranty Period, then the warranty on the replacement part shall be until the expiration of the Hardware Warranty Period; (2) if the replacement part is installed during the Hardware Warranty Period but with fewer than ninety (90) days remaining on the Hardware Warranty Period, then the warranty on the replacement part shall be ninety (90) days from the date of installation of the replacement part; and (3) if the replacement part is installed after the expiration of the Hardware Warranty Period under the terms and conditions of Support Services, then the warranty on the replacement part shall be the earlier of ninety (90) days from the date of installation of the replacement part and the last day of Support Services. Replacement parts may be new or refurbished.

2. **LIMITED SOFTWARE WARRANTY.** Tintri warrants solely to the Customer that Software will substantially conform to the applicable Documentation for such Software and that any physical media provided by Tintri will be free from manufacturing defects in materials and workmanship until the expiration of the warranty period. Unless otherwise stated on the Tintri Quote, the warranty period for Software shall (i) be ninety (90) days; and (ii) commence upon Delivery of the media or the date Customer is notified of electronic availability, as applicable. Tintri does not warrant that the operation of Software will be uninterrupted or error free, that all defects can be corrected, or that Software will meet Customer's requirements. Support Services from Tintri for Software are available for separate purchase. The warranty for Software extends solely to the Customer and is not transferable.

(i) Tintri's entire liability and obligation, and Customer's sole and exclusive remedy, under the limited warranties described in this Section 2 shall be for Tintri, at Tintri's option, to remedy the non-compliance or to replace the affected Software. If Tintri is unable to effect such within a reasonable time, then Tintri shall refund the amount received by Tintri from Customer for Software concerned, plus the pre-paid and unused portion of any remaining term of Support Services for the affected Software. All replaced Software contained on physical media supplied by Tintri shall be returned to and become the property of Tintri. Tintri shall have no liability hereunder after expiration of the applicable warranty period. The foregoing shall not void any supplementary remedies made available to Customer by a Distributor, with respect to which Tintri shall have no liability or obligation.

(ii) Warranty does not cover problems that arise. Tintri has no obligation whatsoever for Software installed or used beyond the licensed use, or whose original identification marks have been altered or removed. Removal or disablement of remote support, reporting or monitoring capabilities during the warranty period requires reasonable notice to Tintri. Such removal or disablement, or improper use or failure to use applicable Support Tools shall be subject to a surcharge in accordance with Tintri's then current standard rates.

3. SERVICES. Tintri will use reasonable efforts to provide Services in a workmanlike manner. Customer must notify Tintri of any failure to so perform within ten (10) days after the date on which such failure first occurs. Tintri's entire liability and obligation, and Customer's sole and exclusive remedy, under the limited warranties described in this Section 3 will be for Tintri, at Tintri option: (i) to use reasonable efforts to re-perform the deficient Services within a reasonable period of time; or (ii) if, after reasonable efforts Tintri is not able to correct the deficiencies, refund the portion of any Services fee that corresponds to the failure to perform.

4. EXCLUSIONS. Tintri will have no obligation under these Limited Warranties to the extent that any problem with a Product results from or is otherwise attributable to: (i) negligence, misuse or abuse of the Product or accident or neglect by Customer or any third party; (ii) installation, operation or use of the Product other than in accordance with Tintri's official specifications and the applicable Documentation; (iii) modifications, alterations or repairs to the Product made by a party other than Tintri or a party expressly authorized by Tintri; (iv) use of a Product in an environment, in conditions, in a manner or for a purpose for which Product was not intended or designed or failure to maintain in accordance with Tintri's instructions, specifications or the applicable Documentation; (v) use of the Product in combination with any non-Tintri apparatus, data or programs outside Tintri's typical, recommended or reasonably anticipated use of the Products within its official Product specifications.; or (vi) causes beyond Tintri's control.

WARRANTY DISCLAIMER. EXCEPT FOR THESE TINTRI LIMITED WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TINTRI (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, WRITTEN OR ORAL. INSOFAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED BY TINTRI, INCLUDING WARRANTIES ARISING BY STATUTE, COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS SPECIFIED IN THESE LIMITED WARRANTIES, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS". ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY, PERFORMANCE, AND RELIABILITY, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. NO WARRANTY IS MADE REGARDING THE RESULTS OF THE USE OF ANY PRODUCT OR SERVICES OR THAT THE PRODUCT FUNCTIONALITY OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS. NO DISTRIBUTOR OR TINTRI EMPLOYEE, AGENT OR REPRESENTATIVE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THE WARRANTY SET FORTH HEREIN ON TINTRI'S BEHALF. CERTAIN THIRD PARTY HARDWARE OR SOFTWARE MAY BE PROVIDED TO CUSTOMER ALONG WITH THE PRODUCTS AND SERVICES AT THE REQUEST OF CUSTOMER. THIS THIRD PARTY SOFTWARE AND HARDWARE IS PROVIDED "AS IS", IS SUBJECT TO THE TERMS OF THE THIRD PARTY LICENSE, AND MAY ONLY BE USED WITH THE PRODUCTS AND SERVICES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO CUSTOMER. TINTRI DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

5. LIMITATION OF LIABILITY. WHETHER UNDER ANY WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, THE FOLLOWING WILL APPLY TO TINTRI AND ITS AFFILIATES AND ALL PRODUCTS AND SERVICES OF TINTRI IN ALL CIRCUMSTANCES (EXCEPT WITH RESPECT TO BODILY INJURY OR DEATH OF A PERSON): (A) TINTRI WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS OR LOSS OR INACCURACY OF DATA, EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND (B) TINTRI'S CUMULATIVE LIABILITY FOR ANY AND ALL DAMAGES WILL BE LIMITED TO THE AMOUNTS SET FORTH IN THESE LIMITED WARRANTIES AND IN NO EVENT OR CIRCUMSTANCE WILL EXCEED THE AMOUNTS PAID TO TINTRI BY CUSTOMER OR TINTRI'S AUTHORIZED RESELLER FOR THE PARTICULAR PRODUCTS AND/OR SERVICES WITH RESPECT TO WHICH A CLAIM IS MADE. TINTRI HAS AGREED WITH CUSTOMER THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

6. LIMITATION PERIOD. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, THE LIMITATION PERIOD FOR CLAIMS FOR DAMAGES SHALL BE TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, UNLESS STATUTORY LAW PROVIDES FOR A SHORTER LIMITATION PERIOD, IN WHICH CASE THE LIMITATION PERIOD SHALL BE SUCH SHORTER PERIOD.

7. SUPPLIERS. THE LIMITATIONS HEREIN SHALL ALSO APPLY IN FAVOR OF TINTRI'S SUPPLIERS.

8. HAZARDOUS USE RESTRICTION. THE PRODUCTS ARE NOT DESIGNED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS, OR ANY OTHER SYSTEM WHOSE FAILURE COULD LEAD TO INJURY, DEATH, ENVIRONMENTAL DAMAGE, OR MASS DESTRUCTION.

9. CAPITALIZED TERMS. Capitalized terms not defined herein shall have the meaning set forth in the End User License Agreement or the Support Services Terms and Conditions.

Last update: April 2020

Exhibit C Support Level Agreement



VMstore™, IntelliFlash™, and NexentaStor™ Support



Global Customer Support

Global Customer Support offers world-class capability that helps customers fully leverage their Tintri investments. Available 24 hours a day, 365 days a year, our technical support staff and online tools provide next business day and four-hour on-site support plan options.

Online Support Web Portal

We provide a wide variety of online support materials that will answer most questions. Through the Support Portal, customers have access to:

- System registration
- Support case creation, updates, and file uploads
- Access to software releases, updates, release notes, and service bulletins
- Access to white papers and knowledgebase documents

Contact Customer Service

Online Support Web Portal:
www.tintri.com/support

The Online Support Web Portal is the optimal method of contacting Tintri Customer Services. The portal allows for the quickest and most detailed case creation.

Email:
VMstore - support@tintri.com
IntelliFlash - support@teglis.com
NexentaStor - support@nexenta.com

Escalation Procedure

Escalations are high-impact, high-visibility issues we classify as Severity 1 or Severity 2. Customers with an active support contract can request an escalation by calling their local support number and select option 2.

When requesting an escalation ask for the Support Duty Manager and a member of our support management team will respond, to provide the assistance you require.

Technical Support Severity Levels and Support Level Agreement (SLA)

Tintri prioritizes all cases according to their impact on the customer and based on industry-standard definitions:

- Contact SLA measured to initial technical engagement.
- During troubleshooting, priority can be either upgraded or downgraded.

Severity	Definition	Response SLA	
		Gold	Platinum
Severity 1	Critical Impact: No access to data; data integrity at risk	Two hours	30 Minutes
Severity 2	Major Impact: Partial or intermittent access to data; severely degraded performance; severe redundancy degradation	Four hours	Two hours
Severity 3	Moderate Impact: Operational with functional limitations; performance degraded due to break/fix issue	12 hours	Six hours
Severity 4	No Immediate Impact: Operational documentation and general questions	48 hours	24 hours

Support Plans

Support beyond the basic hardware warranty requires a support plan. The support levels allow customers to choose a plan that fits their specific requirements, IT needs, and business goals. Customers can easily adjust support levels as their business grows and evolves.

Plan	Hardware	Availability	Downloads
Gold	Next business day parts and labor on-site	24x365: Web, email, phone	All software releases and updates
Platinum	Within four hours Parts and labor on-site	24x365: Web, email, phone	All software releases and updates

Note: Hardware SLA calculation begins when the technical support team determines that part replacement is required

Cutoff is 3:00 PM Local time. Parts/Labor arrive before COB on the NBD



All Support Offerings

Support Offerings	Gold*	Platinum
Customer Care		
24x365 telephone and email assistance	✓	✓
Cloud-based intelligent analytics ¹	✓	✓
Remote Access	✓	✓
Proactive event notifications and case generation	✓	✓
Hardware Replacement		
Availability of replacement parts	Next business day	Four hour depot
Guided component replacement	✓	✓
4-hour onsite "Smart Hands" parts replacement	Not available	✓
Software Updates		
Access to all software updates (major, minor, and maintenance releases)	✓	✓
Online Customer Community		
Access to user and installation guides, knowledge base, communities, and other relevant documentation	✓	✓
Communications and Training		
Access to online customer community	✓	✓
"Tech Talk" customer webinars	✓	✓
Technical bulletins and service advisories	✓	✓
Advanced Services		
Access to dedicated Support Account Manager (SAM)	Fee-based service	Fee-based service
Quarterly system health checks	Fee-based service	Fee-based service
Quarterly account activity reviews	Fee-based service	Fee-based service
Quarterly account performance analysis	Fee-based service	Fee-based service
Quarterly environmental reviews	Fee-based service	Fee-based service

¹ Proactive alerts, data collector, trends with an opt-in customer care program offering cloud-based analytics to help simplify storage administration and maximize the uptime of all deployed systems.

* Gold entitlement for IntelliFlash is known as Standard Entitlement Level.



| @tintri |

| www.tintri.com |

| info@tintri.com |

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Exhibit D
RMA Policy

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DEFECTIVE MATERIAL RMA POLICY

In order to receive replacement parts for defective material it is necessary to contact TINTRI BY DDN, INC (the “Tintri”) support. Replacement products and components are shipped to end users and valued added resellers (“VARs”) based on dispatch instructions generated by Tintri support personnel. All replacement parts are supplied from field distribution centers. Tintri products and components that are covered under the terms and conditions of Tintri’s Limited Warranties (“Covered Products”) and returned to Tintri must be pre-authorized by Tintri with an RMA number marked on the outside of the package, and sent prepaid, insured and packaged appropriately for safe shipment. Only packages with RMA numbers written on the outside of the shipping carton and/or the packing slips and shipping paperwork will be accepted by Tintri’s receiving department, or its designated repair partner. All other packages will be rejected.

1. End User Support: Once Tintri support personnel have determined a replacement part is needed, a replacement will be shipped. The end user will receive a dispatch number which also acts as the RMA number. Tintri will be responsible for all freight charges for returned Covered Products or components provided Customer uses Tintri designated carrier.

VAR Support: Once a VAR has determined there is a defective part at one of its customer sites a replacement is provided from its spare parts inventory, if available. The VAR then contacts Tintri support and request a replacement. A replacement product or component will be shipped to the VAR in advance of receiving the defective product. The VAR will receive a dispatch number which also acts as the RMA number. The VAR will be responsible to return the defective product within ten (10) business days and for all freight charges for returned Covered Products.

2. Non-compliance: Parts not received by Tintri, or its designated repair partner within fifteen (15) business days of dispatch will be invoiced to the appropriate party (either the end user or VAR) at Tintri’s then current list price.

Last update: April 2020



End User License Agreement

This IntelliFlash End User License Agreement (this “Agreement”) is a legal contract between an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time) (“you”), and IntelliFlash by DDN, Inc. and its affiliates (collectively, “IntelliFlash”), governing your use of the software, firmware, services, associated online or electronic documentation, and any applicable Updates (as defined below) that are published, distributed, or otherwise made available by IntelliFlash (collectively, the “Software”), and if applicable, your use of the Software designed for application with IntelliFlash hardware devices and products, including without limitation IntelliFlash storage devices (collectively, “Devices”). For IntelliFlash software or services that are accompanied by a separate license agreement, the terms of that separate license agreement will govern your use of that IntelliFlash software or services. These License Terms constitute an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s).

1. LICENSE AND RESTRICTIONS

The Software is licensed to you and not sold. Subject to your continuous compliance with the terms of this Agreement, IntelliFlash grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Software for your internal purposes only, and to make a reasonable number of copies of the Software solely for the purpose of using the Software as permitted pursuant to this Agreement.

Except as expressly permitted under this Agreement, you agree that you will not and you will not enable others to: copy, distribute, encumber, sell, rent, lease, lend, sublicense, or otherwise transfer, publish, or disclose the Software to any third party; modify, translate, adapt, or create derivative works of the Software; decompile, reverse engineer, disassemble, decrypt, or attempt to derive the source code of the Software; use the Software to do anything illegal or violate any laws or regulations; use the Software in any manner to aid in the violation of any third-party intellectual property rights, including without limitation copyrights, trademarks, trade secrets, and patents, or the applicable laws of any applicable jurisdictions, including without limitation libel, defamation, obscenity, and privacy-related torts; attempt to circumvent or disable the Software or any technology features or measures in the Software, including without limitation any access controls or copyright protection mechanisms, by any means or in any manner; remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels in or on the Software or used in connection with the Software; and publish, market, or otherwise distribute to any third party the results of any performance or benchmark tests or analyses relating to the Software or Devices without IntelliFlash’s prior written consent.

2. RESERVATION OF RIGHTS

You acknowledge that the Software is protected by copyrights and other intellectual property and proprietary rights. IntelliFlash and its third-party licensors (“Licensors”) reserve and retain ownership of all right, title, and interest in and to the Software, including without limitation any and all intellectual property rights. IntelliFlash and its Licensors reserve all rights not expressly granted to you.

3. USE OF THIRD-PARTY DEVICES

In some instances, the Software may operate with devices manufactured by entities other than IntelliFlash (“Third-Party Devices”). You acknowledge and agree that IntelliFlash makes no representations or warranties with respect to the quality or capability of any Third-Party Devices. You acknowledge that IntelliFlash may offer support for some Third-Party Devices and not others. IntelliFlash makes no guarantees that the Software is, will be, or will remain compatible with any applicable Third-Party Device. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of

warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

4. DELIVERY; UPDATES; AUTOMATIC FEATURES; SOFTWARE KEYS

IntelliFlash may elect to deliver the Software by electronic transmission or download.

You acknowledge that IntelliFlash has no obligation to provide you with, but may, from time to time, issue updates to the Software, including without limitation bug fixes, patches, upgrades, additional or enhanced functions, plug-ins, and new versions (collectively, “Updates”).

The Software may automatically connect to IntelliFlash or third-party servers via the Internet to check for available Updates and may automatically download and install Updates on your device or give you the option of manually downloading and installing Updates. By accepting this Agreement and using the Software, you agree to receiving these types of automatic Updates.

Some Software may require software keys or utilize other technical protection measures, and you agree that IntelliFlash may monitor your compliance with this Agreement, remotely or otherwise.

5. REGISTRATION AND INFORMATION COLLECTION; SHARING SERVICES

As part of any registration process for Software or Devices, IntelliFlash may request registration-related information, including without limitation your name, email address, username, or password. By providing this information, you consent to its collection and use by IntelliFlash to provide non-promotional communications regarding any Devices purchased with the Software, including without limitation notices of Update availability, product recalls, or safety concerns. Some Software may provide sharing services to allow you to share content with other users and may display information about you (e.g., name, email address, username) when using those sharing services. By choosing to use such Software that provides sharing services, you consent to the sharing of your information for this purpose. The Software may also contain automatic communication features that relay certain information to IntelliFlash and its third-party data analytics providers in connection with the operation of the Software.

6. CREDENTIALS

You agree that you will maintain the confidentiality of your username and password related to your use of the Software, and assume all responsibility for any loss, theft, or other destruction of any data resulting from any failure to comply with these obligations.

7. THIRD-PARTY CONTENT AND SERVICE PROVIDERS

The Software may allow you to access and use third-party software, websites, or content (collectively, “Third-Party Content”). You acknowledge that all Third-Party Content is the property of the applicable Third-Party Content owner(s) and may be protected by copyright and other intellectual property rights. You may not use any Third-Party Content in any manner that has not been authorized by the applicable service provider (“Service Provider”) or Third-Party Content owner(s). You acknowledge that you may be required to enter into a separate agreement with a Service Provider or Third-Party Content owner(s), or comply with a Service Provider’s terms or conditions of use, in order to access or have the right to access and use certain Third-Party Content. It is your responsibility to ensure that accessing, reproducing, displaying, or otherwise using Third-Party Content in connection with your use of the Software does not infringe any third-party intellectual property rights. It is

IntelliFlash's policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act and other applicable intellectual property laws and to terminate the accounts of repeat infringers in appropriate circumstances.

8. DISCLAIMER OF WARRANTY

EXCEPT AS OTHERWISE PROVIDED BY SEPARATE WARRANTY TO YOU IN WRITING BY INTELLIFLASH, THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTELLIFLASH AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, OR LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE INTEGRITY, SECURITY, OR RELIABILITY OF THE SOFTWARE. INTELLIFLASH DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR BE ERROR-FREE. INTELLIFLASH DOES NOT WARRANT THAT USE OF THE SOFTWARE WILL BE CONTINUOUS OR UNINTERRUPTED, AND INTELLIFLASH SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SOFTWARE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU. YOU UNDERSTAND AND AGREE THAT ANY SOFTWARE, MATERIAL, OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, DEVICE, SYSTEM, OR NETWORK, INCLUDING WITHOUT LIMITATION ANY LOSS OR CORRUPTION OF DATA. THE FOREGOING WARRANTY DISCLAIMER SHALL NOT MODIFY, CONSTRUCT, OR AMEND THE APPLICABLE WARRANTY THAT RELATES TO YOUR USE, IF APPLICABLE, OF DEVICES.

INTELLIFLASH DOES NOT MAKE ANY REPRESENTATIONS ABOUT, AND DISCLAIMS ALL WARRANTIES WITH RESPECT TO, ANY THIRD-PARTY CONTENT, ANY THIRD-PARTY DEVICE, OR THE ACTIONS OR OMISSIONS OF A SERVICE PROVIDER OR THIRD-PARTY CONTENT OWNER. INTELLIFLASH IS NOT RESPONSIBLE FOR EXAMINING OR EVALUATING THE CONTENT, ACCURACY, COMPLETENESS, TIMELINESS, VALIDITY, COPYRIGHT COMPLIANCE, LEGALITY, DECENCY, QUALITY, OR ANY OTHER ASPECT OF THIRD-PARTY CONTENT. INTELLIFLASH DOES NOT WARRANT OR ENDORSE AND DOES NOT ASSUME AND WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON FOR ANY THIRD-PARTY CONTENT OR WEBSITES, OR FOR ANY OTHER MATERIALS, PRODUCTS, OR SERVICES OF THIRD PARTIES ACCESSED THROUGH THE SOFTWARE. TO THE EXTENT YOU CHOOSE TO USE OR ACCESS ANY THIRD-PARTY CONTENT THROUGH THE SOFTWARE, YOU DO SO AT YOUR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH ANY APPLICABLE LAWS, INCLUDING WITHOUT LIMITATION APPLICABLE LOCAL LAWS AND PRIVACY AND DATA COLLECTION LAWS.

NO VENDOR, DISTRIBUTOR, DEALER, RETAILER, SALES PERSON, OR OTHER PERSON IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION, OR PROMISE ON BEHALF OF INTELLIFLASH THAT DIFFERS FROM THE TERMS OF THIS AGREEMENT.

THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

9. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INTELLIFLASH OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, SALES, BUSINESS, GOODWILL, OR DATA, FOR BUSINESS INTERRUPTION, FOR COMPUTER SYSTEM FAILURE OR MALFUNCTION, OR FOR OTHER PECUNIARY LOSS RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE OR DEVICES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF INTELLIFLASH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL INTELLIFLASH'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO INTELLIFLASH FOR THE APPLICABLE SOFTWARE DURING THE TWELVE (12)- MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Notwithstanding the foregoing, THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

10. U.S. GOVERNMENT RESTRICTED RIGHTS

The Software contains “commercial items,” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Accordingly, if you are using the Software on behalf of the U.S. government, or any contractor therefor, the government shall receive only those rights with respect to the Software as are granted to all other end users under license, in accordance with 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or 48 C.F.R. § 12.212, with respect to all other U.S. government licensees and their contractors.

11. EXPORT RESTRICTIONS

IntelliFlash makes no representation that the Software is appropriate for use in your country of use. You acknowledge and agree that the Software, including without limitation any underlying information or technology, may be subject to the U.S. Export Administration Laws and Regulations, the United States Treasury Department's Office of Foreign Assets Control (“OFAC”) Economic Sanctions Regulations, as well as export laws of other countries, and that diversion of the Software contrary to U.S. law or the law of other applicable countries is prohibited. You agree that no part of the Software, including without limitation any underlying information or technology, will be used for any nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the U.S. government (or other relevant government) for such purposes. You acknowledge and agree that no part of the Software may be directly or indirectly downloaded or otherwise exported, re-exported, shipped, transferred, or acquired for/to any countries or regions subject to U.S. trade embargo (or their citizens, nationals, or residents), anyone on the OFAC list of Specially Designated Nationals, or anyone on the restricted or denied party list maintained by the U.S. government or Wassenaar member countries. By using the Software, you agree to the foregoing, and represent and warrant that you are not on any such list and are not a citizen of, located in, customarily resident in, or under the control of a national or resident of any such country/region. You further acknowledge and understand that certain functionality of the Software, such as encryption or authentication, as well as your own materials, files, data, or use may be subject to export or import restrictions and you agree to comply strictly with all export, re-export, and import laws and assume sole responsibility for obtaining licenses to export, re-export, or import as may be required.

12. [INTENTIONALLY BLANK]

13. TERMINATION

Termination of Federal contracts will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-73. Upon termination, you must immediately cease all use of the Software and destroy all copies of the Software subject to this Agreement. Upon reasonable notice, IntelliFlash may audit you for compliance with the terms of this Agreement, at IntelliFlash's expense.

14. OPEN SOURCE SOFTWARE

The Software licensed under this Agreement may include open source software that is subject to open source license terms. This Agreement does not alter any rights or obligations you may have under those open source licenses. IntelliFlash provides no support for such open source software.

15. SUPPORT

For questions regarding the Software, please visit the relevant support forum on the IntelliFlash website related to your product or contact IntelliFlash at <https://www.intelliflash.io/support/>.

16. GENERAL

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. The parties agree to jurisdiction and venue for claims or actions arising under this Agreement in US District Courts located in the State of California, USA, to the extent that such courts have jurisdiction pursuant to 28 USC 1498 and venue pursuant to 28 USC 1391. You may not assign or otherwise transfer, by operation of law or otherwise, this Agreement or the Software. If any term of this Agreement is held unenforceable by a court of competent jurisdiction, such term shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no such modification is possible, and other terms of this Agreement shall remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from any cause beyond its reasonable control. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

Last update: November 2019



Reseller Subscription Services Agreement

We have updated the terms applicable to the customers of Zendesk resellers which we refer to as the “Subscription Services Agreement.” If You are a new Subscriber, then this Subscription Services Agreement will be effective as of June 2, 2020. If You are an existing Subscriber, We are providing You with prior notice of these changes which will be effective as of July 2, 2020. For the prior version of Our Subscription Services Agreement, please click [here](#).

SUBSCRIPTION SERVICES AGREEMENT APPLICABLE TO CUSTOMERS OF ZENDESK RESELLERS

You (“Subscriber,” “You,” “Your” or related terms) are acquiring a subscription to a Service (as defined below) operated by Zendesk from an unrelated third party authorized to sell such subscriptions (“Reseller”) under a separate agreement with Zendesk (“Reseller Agreement”). In addition to any terms and conditions related to Your use of the Service pursuant to any agreement by and between You and the Reseller, this Agreement contains the terms and conditions that govern Your access to and use of the Service. Zendesk is an express beneficiary of this Agreement, and in acquiring a subscription to the Service, You expressly acknowledge and agree that Zendesk shall have the right to enforce this Agreement against You.

By accepting this Agreement, You agree to be bound by this Agreement as of the date of such access or use of the Service (the “Effective Date”). If You are entering into this Agreement on behalf of a company, organization or another legal entity (an “Entity”), You are agreeing to this Agreement for that Entity and representing to Zendesk that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms “Subscriber,” “You,” “Your” or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not use or authorize any use of the Services.

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GENERAL TERMS AND CONDITIONS

SECTION 1. ACCESS TO THE SERVICES

1.1 Service. We will make the Services and Your Service Data available to You pursuant to this Agreement and the applicable Order Form(s) and Documentation in accordance with Your Service Plan. We will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except (a) during Planned Downtime (of which We will give advance notice via Our Site or to the Account owner); and (b) Force Majeure Events. Zendesk reserves the right to monitor and periodically audit Your use of the Zendesk Services to ensure that Your use complies with the Agreement and the Service Plan restrictions on Our Site. In conducting the audit, Zendesk Services will abide by any security requirements of GSA and ordering agencies.

1.2 Support. We will, at no additional charge, provide applicable standard customer support for the Services to You as detailed on the applicable Site and Documentation, and upgraded support, if purchased, unless otherwise agreed with the Reseller.

1.3 Modifications. You acknowledge that Zendesk may modify the features and functionality of the Services during the Subscription Term. Zendesk shall provide You with commercially reasonable advance notice of any deprecation of any material feature or functionality.

1.4 Additional Features. We will notify You or the Reseller of applicable Supplemental Terms and/or alternate agreement prior to Your activation of any Additional Features.

1.5 Extension of Rights to Affiliates. You may extend Your rights, benefits and protections provided herein to Your Affiliates and to contractors or service providers acting on Your or Your Affiliates' behalf, provided that You remain responsible for Your and their compliance hereunder.

SECTION 2. USE OF THE SERVICES

2.1 Login Management. Access to and use of the Services is restricted to the specified number of individual Agents permitted under Your subscription to the applicable Service. You agree and acknowledge that an Agent Login cannot be shared or used by more than one (1) individual. However, Agent Logins may be reassigned to new individuals replacing former individuals who no longer require ongoing use of the Services. You and Your Agents are responsible for maintaining the confidentiality of all Agent Login information for Your Account. Absent a written license from Zendesk expressly stating otherwise, You agree and acknowledge that You may not use the Services, including but not limited to the API, to circumvent the requirement for an individual Agent Login for each individual who (a) leverages the Services to interact with End-Users; (b) Processes data related to interactions with End-Users; or (c) Processes data related to interactions originating from a Third Party Service that provides functionality similar to functionality provided by the Services and which would, pursuant to this Agreement, require an individual Agent Login if utilizing the Services for such interaction. Further, Subscriber shall not use the API or any Software in such a way to circumvent applicable Service Plan restrictions or Agent licensing restrictions that are enforced in the Service user interface. Should Zendesk discover that Your use of a Zendesk Service is not in compliance with this Agreement or the Service Plan features and limitations on Our Site, Zendesk reserves the right to charge You, and You hereby agree to pay for, said usage in addition to other remedies available to Us.

2.2 Compliance. You are responsible for compliance with the provisions of this Agreement by Agents and End-Users and for any and all activities that occur under Your Account, which Zendesk may verify from time to time. Without limiting the foregoing, You are solely responsible for ensuring that Your use of the

Services is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain or enter into with Agents or End-Users.

2.3 Content and Conduct. In addition to complying with the other terms, conditions and restrictions set forth in this Agreement, You agree to the Zendesk User Content and Conduct Policy available on Zendesk's Policies and Procedures Website, which is hereby incorporated into this Agreement as Exhibit C. Further, in Your use of the Services You agree not to (a) modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks; (b) falsely imply any sponsorship or association with Zendesk or the Zendesk Group; (c) use the Services in any unlawful manner, including, but not limited to, violation of any person's privacy rights; (d) attempt to bypass or break any security or rate limiting mechanism on any of the Services or use the Services in any manner that interferes with or disrupts the integrity, security or performance of the Services and its components; (e) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Services; (f) to the extent You are subject to the US Health Insurance Portability and Accountability Act of 1996, and its implementing regulations (HIPAA), use the Services to store or transmit any "protected health information" as defined by HIPAA, unless expressly agreed to otherwise in writing by Zendesk; (g) use or launch any automated system that accesses a Service (i.e., bot) in a manner that sends more request messages to a Service server in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser; or (h) launch or facilitate, whether intentionally or unintentionally, a denial of service attack on any of the Services or any other conduct that materially and adversely impacts the availability, reliability, or stability of the Services.

2.4 System Requirements. A high-speed Internet connection is required for proper transmission of the Services. You are responsible for procuring and maintaining the network connections that connect Your network to the Services, including, but not limited to, browser software that supports protocols used by Zendesk, including the Transport Layer Security (TLS) protocol or other protocols accepted by Zendesk, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You, Agents or End-Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Zendesk. We assume no responsibility for the reliability or performance of any connections as described in this Section.

2.5 Internal Business Purposes Only. Unless otherwise authorized by Zendesk in this Agreement or expressly agreed to otherwise in writing by Zendesk, You may not use the Services in any manner where You act as a service bureau or to provide any outsourced business process services on behalf of more than one (1) third party (other than Affiliates) through a single Account. Accordingly, You agree not to

license, sublicense, sell, outsource, rent, lease, transfer, assign, distribute, time-share or otherwise commercially exploit or resell the Services to any third party, other than authorized Agents and End-Users in furtherance of Your internal business purposes as expressly permitted by this Agreement, unless expressly agreed to otherwise in writing by Zendesk. Without limiting the foregoing, Your right to access and use the API is also subject to the restrictions and policies implemented by Zendesk from time to time with respect to the API as set forth in the Documentation or otherwise communicated to You in accordance with this Agreement.

2.6 No Competitive Access. You may not access the Services if You are a direct competitor of the Zendesk Group, except with Zendesk's express prior written consent. You may not access the Services for competitive purposes.

SECTION 3. CANCELLATION AND TERMINATION

3.1 RESERVED .

3.2 Following the termination or cancellation of Your subscription to the Service and/or Account, We reserve the right to delete all Service Data in the normal course of operation. Service Data cannot be recovered once Your Account is cancelled.

3.3 RESERVED .

3.4 RESERVED

3.5 Export of Service Data. For thirty (30) days after the effective date of termination or expiration of this Agreement, upon Your request, We will make Service Data available to You for export or download as provided in the Documentation. Thereafter, We will have no obligation to maintain or provide any Service Data, and, as provided in the Documentation, We will, unless prohibited by law or legal order, delete Your Service Data in Our Services in accordance with Our Data Deletion Policy available on Zendesk's Policies and Procedures Website.

SECTION 4. CONFIDENTIAL INFORMATION

4.1 Each Party will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement or required by law, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and contractors who have

a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this Section 4 shall control over any non-disclosure agreement by and between the Parties and any such non-disclosure agreement shall have no further force or effect with respect to the exchange of Confidential Information after the execution of this Agreement. To be clear, any exchange of Confidential Information prior to the execution of this Agreement shall continue to be governed by any such non-disclosure agreement.

SECTION 5. OWNERSHIP AND SECURITY OF SERVICE DATA

5.1 Ownership of Service Data. Subscriber shall retain ownership rights to all Service Data Processed under the terms of this Agreement.

5.2 No Sale of Service Data. Zendesk will never sell, rent, or lease Your Service Data to any third party. We will not share Your Service Data with third parties, except as permitted by this Agreement and in order to provide, secure and support the Services.

5.3 Safeguards. The Zendesk Group will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data for Enterprise Services in accordance with the Enterprise Security Measures described at “How We Protect Your Service Data (Enterprise Services)”; for Innovation Services in accordance with the Innovation Security Measures described at “How We Protect Your Service Data (Innovation Services)”; as well as in accordance with Supplemental Terms for any Deployed Associated Services, as applicable. The Zendesk Group’s compliance with the Enterprise Security Measures or the Innovation Security Measures, each as applicable, shall be deemed compliance with the Zendesk’s Group’s obligations to protect Service Data as set forth in the Agreement.

SECTION 6. PRIVACY PRACTICES

6.1 Subscriber as Data Controller. To the extent Service Data constitutes Personal Data, the Parties agree that You shall be deemed to be the Data Controller, and the relevant entity in the Zendesk Group shall be deemed to be the Data Processor, as those terms are understood under the Applicable Data Protection Law. We explain how We process Service Data in our role as Data Processor in our Privacy and Data Protection website available at: <https://www.zendesk.com/company/privacy-and-data-protection/> and in our Data Processing Agreement (see Section 6.4 below).

6.2 Hosting and Processing. Unless otherwise specifically agreed to in writing by Zendesk, Service Data may be hosted by the Zendesk Group, or their respective authorized third-party service providers, in the

United States, the EEA or other locations around the world. In providing the Services, Zendesk will engage entities within the Zendesk Group and other authorized service providers to Process Service Data, including and without limitation, any Personal Data within Service Data pursuant to this Agreement within the EEA, the United States and in other countries and territories.

6.3 Transfer of Personal Data. To the extent that Personal Data within Service Data originates from an Agent or End-User in the EEA, as further described in our DPA, We will ensure that, pursuant to Applicable Data Protection Law, if Personal Data within Service Data is transferred to a country or territory outside of the EEA (a “non-EEA country”), then such transfer will only take place if: (a) the non-EEA country in question ensures an adequate level of data protection; (b) one of the conditions listed in Article 46 GDPR (or its equivalent under any successor legislation) is satisfied; (c) the Personal Data is transferred on the basis of Zendesk’s approved binding corporate rules known as the Zendesk Binding Corporate Rules available on Zendesk’s Privacy and Data Protection Website, which establish adequate protection of such personal information and are legally binding on the Zendesk Group; or (d) the transfer takes place pursuant to the EU-U.S. or Swiss-U.S. Privacy Shield frameworks. We will further ensure that the transfer is subject to the standard contractual clauses designed to facilitate transfers of Personal Data from the EEA to all third countries that have been adopted by the European Commission, which have been incorporated into the DPA.

6.4 Data Processing Agreement.

6.4.1 RESERVED.

6.4.2 RESERVED.

6.5 Sub-Processors. You acknowledge and agree that Zendesk may use Sub-Processors, who may access Service Data, to provide, secure and improve the Services. We shall be responsible for the acts and omissions of members of Zendesk Personnel and Sub-Processors to the same extent that We would be responsible if Zendesk was performing the services of each Zendesk Personnel or Sub-Processor directly under the terms of this Agreement. The names and locations of all current Sub-Processors used for the Processing of Personal Data under this Agreement are set forth in the Sub-Processor Policy available on Zendesk’s Policies and Procedures Website.

6.6 Agent Personal Data. When Zendesk collects Personal Data of Your Agents, including in its capacity as Data Controller, Zendesk processes such Personal Data in accordance with Our Privacy Policy and Zendesk’s Controller Global Binding Corporate Rules. Our Privacy Policy explains how We collect and process this Personal Data where necessary to provide the Services and in accordance with Our legitimate interests in communicating with Agents in connection with their use of the Services. Where We rely on Our legitimate interest as described above, Your Agents or End-Users may have certain rights

relating to their Personal Data. These rights and how they can be exercised are explained in Our Privacy Policy and You are responsible for bringing this to their attention.

6.7 In-Product Cookies. Whenever You, Your Agents or End-Users interact with Our Services, We automatically receive and record information on Our server logs from the browser or device, which may include IP address, “cookie” information, and the type of browser and/or device being used to access the Services, as further described in Zendesk’s In-Product Cookie Policy. When We collect this information, We only use this data to provide the Services or in aggregate form, and not in a manner that would identify Your Agents or End-Users personally.

SECTION 7. TEMPORARY SUSPENSION

7.1 We reserve the right to restrict functionalities or suspend the Services (or any part thereof), Your Account or Your and/or Agents’ or End-Users’ rights to access and use the Services, and remove, disable or quarantine any Service Data if (a) We reasonably believe that You, Agents or End-Users have violated this Agreement; or (b) We suspect or detect any Malicious Software connected to Your Account or use of a Service by You, Agents or End-Users. This right includes the removal or disablement of Service Data in accordance with Our Copyright Infringement Notice and Takedown Policy available on Zendesk’s Intellectual Property Website. Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. We shall not be liable to You, Agents, End-Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Services. Any suspected fraudulent, abusive, or illegal activity by You, Agents or End-Users may be referred to law enforcement authorities at Our sole discretion.

SECTION 8. NON-ZENDESK SERVICES

8.1 If You decide to enable, access or use Non-Zendesk Services, Your access and use of such Non-Zendesk Services shall be governed solely by the terms and conditions of such Non-Zendesk Services. Zendesk does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Non-Zendesk Services, including, without limitation, their content or the manner in which they handle, protect, manage or Process data (including Service Data), or any interaction between You and the provider of such Non-Zendesk Services. We cannot guarantee the continued availability of such Non-Zendesk Service features, and may cease enabling access to them without entitling You to any refund, credit or other compensation, if, for example and without limitation, the provider of a Non-Zendesk Service ceases to make the Non-Zendesk Service available for interoperation with the corresponding Service in a manner acceptable to Us. You irrevocably waive any claim against Zendesk with respect to such Non-Zendesk Services. We are not liable for any damage or loss caused or alleged to be caused by

or in connection with Your enablement, access or use of any such Non-Zendesk Services, or Your reliance on the privacy practices, data security processes or other policies of such Non-Zendesk Services. You may be required to register for or log into such Non-Zendesk Services on their respective websites. By enabling any Non-Zendesk Services, You are expressly permitting Zendesk to disclose Your login and Service Data as necessary to facilitate the use or enablement of such Non-Zendesk Services.

SECTION 9. FREE TRIALS

9.1 If You register for a free trial for any of the Services, We will make such Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s); (b) the start date of any subscription to such Service purchased by You for such Service(s); or (c) termination of the trial by Us in Our sole discretion. Trial terms and conditions may appear on the trial registration web page. ANY SERVICE DATA YOU ENTER INTO A SERVICE, AND ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO A SERVICE BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICE AS COVERED BY THE TRIAL, PURCHASE THE APPLICABLE SERVICE, OR EXPORT SUCH SERVICE DATA, BEFORE THE END OF THE TRIAL PERIOD.

SECTION 10. BETA SERVICES

10.1 From time to time, We may make Beta Services available to You at no charge. You may choose to try such Beta Services in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to Supplemental Terms that will be presented to You. Beta Services are not considered "Services" under this Agreement; however, all restrictions, Our reservation of rights and Your obligations concerning the Service, and use of any Non-Zendesk Services shall apply equally to Your use of Beta Services. Unless otherwise stated or communicated to You, any Beta Services trial period will expire upon the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

SECTION 11. INTELLECTUAL PROPERTY RIGHTS

11.1 Each Party shall retain all rights, title and interest in any Intellectual Property Rights. The rights granted to You, Agents and End-Users to use the Service(s) under this Agreement do not convey any additional rights in the Service(s) or in any Intellectual Property Rights of Zendesk associated therewith. Subject only to limited rights to access and use the Service(s) as expressly stated herein, all rights, title and interest in and to the Services and all hardware, Software and other components of or used to

provide the Services, including all related Intellectual Property Rights, will remain with Zendesk and belong exclusively to Zendesk.

11.2 The Zendesk Group shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You, Agents, End-Users, or other third parties acting on Your behalf. The Zendesk Group also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by suggestions, enhancement requests, recommendations or other feedback We receive from You, Agents, End-Users, or other third parties acting on Your behalf.

11.3 You may only use the Zendesk Marks in a manner permitted by Our Trademark Usage Guidelines available on Zendesk's Intellectual Property Website, provided You do not attempt, now or in the future, to claim any rights in the Zendesk Marks, degrade the distinctiveness of the Zendesk Marks, or use the Zendesk Marks to disparage or misrepresent Zendesk or Our Services.

SECTION 12. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

12.1 Authority. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

12.2 Warranties. We warrant that during an applicable Subscription Term (a) this Agreement and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data; and (b) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty in this section, Your exclusive remedies are those described in Section 3.4 herein.

12.3 Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 12.2, THE SITES AND THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. Notwithstanding the foregoing, pursuant to FAR 12.404(b)(2), Zendesk expressly warrants that, in the event the Services are nonconforming or defective within sixty (60) days from the start of any Subscription Term, We may, at Our election, (a) provide You with an equitable adjustment of the contract, or (b) repair or replace the defective items at Our expense; provided that any such express warranty claim must be asserted: (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs, unless the change is due to the defect.

SECTION 13. INDEMNIFICATION

13.1 Indemnification by Us. We will indemnify, defend to the extent permitted by 28 U.S.C. 516, and hold You harmless from and against any claim brought by a third party against You by reason of Your use of a Service as permitted hereunder, alleging that such Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). We shall, at Our expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Zendesk for such defense, provided that (a) You promptly notify Zendesk of the threat or notice of such IP Claim; (b) We will have the control and authority to select defense attorneys, and defend and/or settle any such IP Claim (however, We shall not settle or compromise any claim that results in liability or admission of any liability by You without Your prior written consent) to the extent permitted by 28 U.S.C. 516; and (c) You fully cooperate with Zendesk in connection therewith. If use of a Service by You, Agents or End-Users has become, or, in Our opinion, is likely to become, the subject of any such IP Claim, We may, at Our option and expense, (i) procure for You the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by Zendesk, terminate Your subscription to the Service(s) and repay You, on a pro-rata basis, any Subscription Charges previously paid to Zendesk for the corresponding unused portion of Your Subscription Term for such Service(s). We will have no liability or obligation under this Section 13.1 with respect to any IP Claim if such claim is caused in whole or in part by (x) compliance with designs, data, instructions or specifications provided by You; (y) modification of the Service(s) by anyone other than Zendesk or Zendesk Personnel; or (z) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section 13.1 state the sole, exclusive and entire liability of Zendesk to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by You, Agents or End-Users.

13.2 RESERVED.

SECTION 14. LIMITATION OF LIABILITY

14.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY AFFILIATE FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (BEING DATA LOST IN THE COURSE OF TRANSMISSION VIA YOUR SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF ZENDESK), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY AFFILIATE IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR CONSULTING SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

14.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE ZENDESK GROUP'S AGGREGATE LIABILITY TO YOU, ANY AFFILIATE, OR ANY THIRD PARTY ARISING OUT

OF THIS AGREEMENT, THE SERVICES OR CONSULTING SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES AND/OR CONSULTING FEES PAID BY RESELLER TO ZENDESK WITH RESPECT TO YOUR SUBSCRIPTION TO SUCH SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 14.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES AND CONSULTING FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU WITH THE RIGHTS TO ACCESS AND USE THE SERVICES AND/OR THE CONSULTING SERVICES PROVIDED FOR IN THIS AGREEMENT. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO SUBSCRIBER AND ITS AFFILIATES AND SHALL NOT BE CUMULATIVE.

THE LIMITATIONS SET FORTH IN SECTION 14.2 SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM ZENDESK'S IP CLAIMS INDEMNITY OBLIGATIONS IN SECTION 13.1 OF THIS AGREEMENT. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

14.3 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages or for personal injury or death, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, THE ZENDESK GROUP'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

14.4 Any claims or damages that You may have against Zendesk shall only be enforceable against Zendesk and not any other entity or its officers, directors, representatives or agents.

SECTION 15. THIRD-PARTY SERVICE PROVIDERS

15.1 Third-Party Service Providers. You agree that the Zendesk Group, and the third-party service providers that are utilized by the Zendesk Group to assist in providing the Services to You, shall have the right to access Your Account and to use, modify, reproduce, distribute, display and disclose the Personal Data of Your Agents to the extent necessary to provide, secure or improve the Services. Any third-party service providers utilized by the Zendesk Group will only be given access to Your Account as is reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in Section 4; and

(b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth in Section 6.

SECTION 16. ASSIGNMENT, ENTIRE AGREEMENT AND AMENDMENT

16.1 Assignment. Any assignment under this Agreement shall be in accordance with FAR Clause 52.232-23, Assignment of Claims (JAN 1986), and FAR 42.12.

16.2 Except as expressly stated herein, there are no other representations, warranties, or commitments which may be relied upon by either Party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind between the Parties, except as may otherwise be expressly provided herein. The headings used herein are for convenience only and shall not affect the interpretation of the terms of this Agreement.

16.3 Amendment. This Agreement may only be modified by the mutual consent of the Parties.

SECTION 17. SEVERABILITY

17.1 If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

SECTION 18. EXPORT COMPLIANCE AND USE RESTRICTIONS

18.1 The Services and other Zendesk technology, and derivatives thereof, may be subject to export controls and economic sanctions laws and regulations of the United States and other jurisdictions. Subscriber agrees to comply with all such laws and regulations as they relate to access to the Services and other Zendesk technology. Subscriber represents that they are not named on any U.S. government restricted-party list, will not permit any Agent or End-User to access or use any Service in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Syria or Crimea), and will not permit the Service to be used for any prohibited end use (e.g., nuclear, chemical, or biological weapons proliferation, or missile-development purposes).

SECTION 19. RELATIONSHIP OF THE PARTIES

19.1 The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

SECTION 20. RESERVED.

SECTION 21. GOVERNING LAW

21.1 This Agreement shall be governed by the laws of the United States of America, without reference to conflict of laws principles. You hereby expressly agree to submit to the exclusive personal jurisdiction of this jurisdiction for the purpose of resolving any dispute relating to this Agreement or access to or use of the Services by You, Agents or End-Users.

SECTION 22. FEDERAL GOVERNMENT END USE PROVISIONS

22.1 If You are a U.S. federal government department or agency or contracting on behalf of such department or agency, each of the Services is a “Commercial Item” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to You with only those rights as provided under the terms and conditions of this Agreement.

SECTION 23. ANTI-CORRUPTION

23.1 You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value from any of Our employees or agents in connection with this Agreement. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at legal@zendesk.com.

SECTION 24. SURVIVAL

24.1 Sections 2.1, 3.5, 3.6, 4 – 6, 11 – 20 and 25 shall survive any termination of this Agreement with respect to use of the Services by You, Agents or End-Users. Termination of this Agreement shall not limit a Party’s liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.

SECTION 25. DEFINITIONS

When used in this Agreement with the initial letters capitalized, in addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

Account: means any accounts or instances created by or on behalf of Subscriber or its Affiliates within the Services.

Additional Feature(s): means additional features or functionality (including, but not limited to, Built by Zendesk Marketplace Applications, Zendesk Labs apps, Early Access Programs, or Beta Services) that are available or enabled through the Service, but do not form part of the Service. Additional Features also include third party services that are purchased and/or subscribed to via an Order Form and that are identified as being resold by Zendesk and governed by such third party's alternate agreement. Additional Features are purchased or enabled separately and distinctly from Your Service Plan and Deployed Associated Services.

Affiliate: means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

Agent: means an individual (including those of Your Affiliates) authorized to use the Service(s) through Your Account as an agent and/or administrator, each as identified through an individual Agent Login.

Agent Login: means a unique username and associated password provisioned to an identifiable individual to permit them to access the Services.

Agreement: means the Master Subscription Agreement together with any and all Supplemental Terms, Order Forms, and other documents such as a SOW, BAA, CCPA Addendum and DPA (each, where applicable) along with the Zendesk Privacy Policy located on Zendesk's Customers and Partners Website.

API: means the application programming interfaces developed, made available and enabled by Zendesk that permit Subscribers to access certain functionality provided by the Services, including, without limitation, the REST API that enables the interaction with the Services automatically through HTTP requests and the application development API that enables the integration of the Services with other web applications.

Applicable Data Protection Law: means the following data protection law(s): (a) the EU Regulation 2016/679 entitled "On the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or GDPR)" and any applicable national laws made under it; and (b) the Swiss Federal Act of 19 June 1992 on Data Protection (as may be amended or superseded).

Associated Services: means products, services, features and functionality designed to be used in conjunction with the Services that are not included in the Service Plan to which You subscribe. For

avoidance of doubt, Additional Features that are expressly stated to be governed by separate Supplemental Terms shall not be deemed an Associated Service. Where You have purchased, deployed, or subscribed to an Associated Service, such Associated Service is referred to as a “Deployed Associated Service.”

Beta Services: means a product, service or functionality provided by Zendesk that may be made available to You to try at Your option at no additional charge which is clearly designated as beta, pilot, limited release, non-production, early access, evaluation or by a similar description.

Built by Zendesk Marketplace Applications: means integrations and applications created or developed by Zendesk or its Affiliates and made available in the Zendesk Marketplace (available at <https://www.zendesk.com/apps>) which will be governed by this Agreement unless Zendesk otherwise communicates a different agreement to You at the time of Your deployment of or access to the integration or application.

Confidential Business Information: means all Confidential Information that is not Service Data, including, without limitation, Your Agents’ Personal Data and Account information, which Zendesk may store in its systems separate from the Service and Our security policies and procedures.

Confidential Information: means all information disclosed by one Party to the other Party which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to, the terms of this Agreement, Subscriber Service Data and Confidential Business Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party from a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without the use of the disclosing Party’s Confidential Information.

Consulting Services: means consulting and professional services (including any training, success and implementation services) provided by Zendesk Personnel as indicated on an Order Form or other written document such as a SOW.

Documentation: means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Services or describing Service Plans, as applicable, provided or made available by Zendesk to You in the applicable Zendesk help center(s), Site or Zendesk developer website

(<https://developer.zendesk.com/>); provided, however, that Documentation shall specifically exclude any “community moderated” forums as provided or accessible through such knowledge base(s).

End-User: means any person or entity other than Subscriber or Agents with whom Subscriber, its Agents, or its End-Users interact while using a Service.

Enterprise Services: means any Service not designated on Zendesk’s Innovation Services List available on Zendesk’s Customers and Partners Website.

Force Majeure Event: means any circumstances beyond Our reasonable control, including, but not limited to, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-Zendesk Services, or acts undertaken by third parties, including without limitation, denial of service attack.

Innovation Services: means any Service described on Zendesk’s Innovation Services List available on Zendesk’s Customers and Partners Website.

Intellectual Property Rights: means any and all respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

Malicious Software: means any viruses, malware, Trojan horses, time bombs, or any other similar harmful software.

Non-Zendesk Services: means third party products, applications, services, software, networks, systems, directories, websites, databases and information which a Service links to, or which You may connect to or enable in conjunction with a Service, including, without limitation, Non-Zendesk Services which may be integrated directly into Your Account by You or at Your direction.

Order Form: means Our generated service order form(s) executed or approved by the Reseller managing Your subscription to the Service with respect to Your subscription to a Service, which may detail, among other things, the number of Agents authorized to use a Service under Your subscription and the Service Plan applicable to Your subscription to a Service.

Personal Data: means any information relating to an identified or identifiable natural person (‘data subject’) where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person.

Personnel: means employees and/or non-employee service providers and contractors of the Zendesk Group engaged by the Zendesk Group in connection with performance hereunder.

Planned Downtime: means planned downtime for upgrades and maintenance to the Services scheduled in advance of such upgrades and maintenance.

Privacy Policy: means Zendesk's privacy policy located at <https://www.zendesk.com/company/customers-partners/privacy-policy/>.

Processing/to Process/Processed: means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Service(s): means the products and services that are ordered by the Reseller on Your behalf online through a link or via an Order Form referencing this Agreement, whether on a trial or paid basis, and whether Enterprise Services or Innovation Services, and made available online by Us, via the applicable subscriber login link and other web pages designated by Us, including, individually and collectively, the applicable Software, updates, API, Documentation, and all Deployed Associated Services that are provided under this Agreement. "Services" exclude (a) Non-Zendesk Services as that term is defined in this Agreement; and (b) any Additional Features or Associated Services that are not provided under this Agreement or Your Service Plan. From time to time, the names and descriptions of the Services or any individual Service may be changed. To the extent Subscriber is given access to such Service as so described by virtue of a prior Order Form or other prior acceptance of this Agreement, this Agreement shall be deemed to apply to such Service as newly named or described.

Service Data: means a subset of Confidential Information comprised of electronic data, text, messages, communications or other materials submitted to and stored within a Service by You, Agents and End-Users in connection with Your use of such Service, which may include, without limitation, Personal Data (but shall not include the Personal Data of Your Agents in the context of Account Information as described in the Privacy Policy).

Service Data Breach: means an unauthorized access or improper disclosure that has been verified to have affected Your Service Data.

Service Plan(s): means the packaged service plan(s) and the functionality and services associated therewith (as detailed on the Site applicable to the Service) for the Services.

Site: means a website operated by the Zendesk Group, including www.zendesk.com, as well as all other websites that the Zendesk Group operates (but shall not include the Services).

Software: means software provided by Zendesk (either by download or access through the internet) that allows Agents or End-Users to use any functionality in connection with the applicable Service.

Sub-processor: means any third-party data processor engaged by Zendesk, including entities from the Zendesk Group, that receives Service Data from Zendesk for Processing on behalf of Subscriber and in accordance with Subscriber's instructions (as communicated by Zendesk) and the terms of its written subcontract.

Subscription Charges: means all charges associated with Your access to and use of an Account.

Subscription Term: means the period during which You have agreed to subscribe to a Service with respect to any individual Agent.

Supplemental Terms: means the additional terms and conditions that are (a) set forth below in this Agreement in the section entitled, "Supplemental Terms and Conditions"; (b) included or incorporated on an Order Form via hyperlink or other reference (e.g. when a Deployed Associated Service is purchased); (c) applicable to Consulting Services when purchased by You; (d) applicable to Additional Features when activated by You; and (e) Zendesk's Service-Specific Terms.

Taxes: means taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction.

Usage Charges: means additional Subscription Charges that are incurred by Subscriber relating to the use of certain features and functionality that Subscriber enables within the Service.

Usage Data: means metrics and information regarding Your use of the Service, including evaluating how Agents and End-Users use the Service.

"We," "Us" or "Our": means Zendesk as defined below.

Zendesk: means Zendesk, Inc., a Delaware corporation, or any of its successors or assignees.

Zendesk's Customers and Partners Website: means the website located at: <https://www.zendesk.com/company/customers-partners/>.

Zendesk Group: means Zendesk, Inc., a Delaware Corporation together with all its Affiliates.

Zendesk's In-Product Cookie Policy: means the policy available at <https://support.zendesk.com/hc/en-us/articles/360022367393-Zendesk-in-product-cookie-policy>.

Zendesk's Intellectual Property Website: means the website located at: <https://www.zendesk.com/company/trademark-property/>.

Zendesk Marks: means any trademarks, service marks, service or trade names, logos or other designations of Zendesk, the Zendesk Group, or its or their Affiliates, whether registered or unregistered.

Zendesk's Policies and Procedures Website: means the website located at: <https://www.zendesk.com/company/policies-procedures/>.

Zendesk's Privacy and Data Protection Website: means the website located at: <https://www.zendesk.com/company/privacy-and-data-protection/>.

Zendesk's Service-Specific Terms: means the Supplemental Terms applicable to use of different Services described here: <https://support.zendesk.com/hc/en-us/articles/360047508453>.

EXHIBIT A

SUPPLEMENTAL TERMS: REGION-SPECIFIC TERMS

The following country-specific terms may be applicable to Your use of the Service.

Japan:

You agree that You are responsible for (i) notifying the End-Users using Our Services via Your Account about how the Zendesk Group may use End-Users' Personal Data as described in this Agreement; and (ii) obtaining prior consent from End-Users to disclose their Personal Data to Us.

Brazil:

You agree that You are responsible for notifying End-Users that Personal Data is collected, stored, used and/or processed by the Zendesk Group, as described in this Agreement and is collected, stored, used and/or processed in accordance with Brazilian Law No. 12,965/2014; Brazilian Decree No. 8,771/2016; and Brazilian Law No. 13,709/2018. You agree that You are responsible for notifying End-Users that by using our Services they expressly consent to the collection, use, storage and processing of their Personal Data by us as described.

Australia:

Notwithstanding anything to the contrary in this Agreement, any applicable rights You may have under Australian Consumer Law continue to apply in full force. [This includes, but is not limited to, Sections 3.3, 8.2, 12.2, 13.1 and 14 of this Agreement.] "Australian Consumer Law" in this section means the

Australian Consumer Law under Schedule 2 of the Competition and Consumer Act 2010 (Cth).

You agree that You are responsible for notifying End-Users that Personal Data collected, stored, used and/or processed by the Zendesk Group, as described in this Agreement, is collected, stored, used and/or processed in compliance with the Australian Privacy Act 1988 (Commonwealth) and the Australian Privacy Principles as we further detail here: <https://www.zendesk.com/company/anz-privacy>. You are responsible for notifying End-Users that if they are dissatisfied with our handling of a complaint or do not agree with the resolution proposed by Us, they may make a complaint to the Office of the Australian Information Commissioner (OAIC) by contacting the OAIC using the methods listed on their website at <http://www.oaic.gov.au>. Alternatively, they may request that We pass on the details of their complaint to the OAIC directly.

In respect of disclosures or transfers of Service Data to a country outside Australia, the Zendesk Group has ensured that the recipient of the Service Data (and any onward third-party recipients') will comply with obligations that are substantively similar and at least as strict as, if not stricter than, those required by the Australian Privacy Principles and the Privacy Act in respect of any Processing of Personal Data.

The Parties agree to cooperate in relation to the investigation and assessment of any relevant Service Data Breach, and in relation to any notification of such Service Data Breach required to be made under any Applicable Data Protection Law to a regulator in any local or foreign jurisdiction, including without limitation the Office of the Australian Information Commissioner (each a "Regulatory Authority"), and to affected individuals. Any correspondence or notification to Regulatory Authorities and affected individuals must be in a form that is mutually agreed upon by both Parties. However, nothing in this Agreement will prevent either Party from complying with its respective legal obligations under Applicable Data Protection Laws, including in respect of notifying a Regulatory Authority or individuals about a Service Data Breach.

New Zealand:

You agree that You are responsible for notifying End-Users that Personal Data collected, stored, used and/or processed by the Zendesk Group, as described in this Agreement, is collected, stored, used and/or processed in compliance with the New Zealand's Privacy Act (1993) and its 12 Information Privacy Principles (NZ IPPs) as we further detail here: <https://www.zendesk.com/company/anz-privacy>.

Singapore:

You agree that You are responsible for notifying End-Users that Personal Data collected, stored, used and/or processed by the Zendesk Group, as described in this Agreement, is collected, stored, used and/or processed in compliance with the Zendesk Group's obligations under the Personal Data Protection Act 2012 of Singapore ("PDPA") as we further detail here: <https://www.zendesk.com/company/singapore-pdpa/>.

Canada:

You agree that You are responsible for notifying End-Users that Personal Information (as the term is defined in the Personal Information Protection and Electronic Documents Act of Canada (PIPEDA) will be collected, stored, used and/or processed by the Zendesk Group in compliance with the Zendesk Group's obligations under PIPEDA.

EXHIBIT B

SUPPLEMENTAL TERMS: CONSULTING SERVICES

If Subscriber has engaged Zendesk for the provision of professional services (including any training, success, and implementation services) (collectively, "Consulting Services"), either directly with Zendesk or from an unrelated third party authorized to sell such Consulting Services, as indicated on a Statement of Work ("SOW") or other written document such as a "Description of Consulting Services" on an Order Form, the provision of such Consulting Services will be governed by the Agreement. Unless otherwise agreed to in a SOW or Order Form, Subscriber agrees that any Consulting Services purchased by Subscriber must commence within six (6) months of the execution of the SOW or Order Form. Subscriber agrees to the terms set forth below if Subscriber has engaged Zendesk for the provision of Consulting Services, either directly with Zendesk or from an unrelated third party authorized to sell such Consulting Services.

1. Scope. All Consulting Services provided by Zendesk to Subscriber and all deliverables required to be provided by Zendesk to Subscriber pursuant to the Agreement ("Deliverables") will be outlined in one or more mutually agreed-upon and jointly executed SOWs or Order Forms, each incorporated into the Agreement and describing in detail the scope, nature and other relevant characteristics of the Consulting Services and Deliverables to be provided.

2. Retention. Subscriber hereby retains Zendesk to provide the Consulting Services described in one or more SOWs or Order Forms, subject to the terms and conditions set forth in the Agreement. Zendesk shall not be obligated to perform any Consulting Services until both Parties have mutually agreed upon and executed a SOW or Order Form with respect to such Consulting Services. After execution of a SOW or Order Form, the Consulting Services to be provided under that SOW or Order Form may only be changed through a change order mutually executed by the Parties ("Change Order").

3. Performance of Consulting Services.

3.1 Each SOW or Order Form will include reasonable details about Consulting Services, including, at a minimum, the Consulting Fees (defined below). Zendesk and Subscriber agree to cooperate in good faith to achieve satisfactory completion of the Consulting Services in a timely and professional manner.

3.2 The Parties will each designate a representative to interface and facilitate the successful completion of the Consulting Services.

3.3 Zendesk will perform the Consulting Services through qualified employees and/or non-employee contractors of Zendesk ("Subcontractors" and together with Zendesk's employees for the purposes of these Supplemental Terms, "Consulting Services Personnel"). Subscriber agrees to provide, at no cost to Zendesk, timely and adequate assistance and other resources reasonably requested by Zendesk to enable the performance of the Consulting Services (collectively, "Assistance"). Zendesk, including its Subcontractors, will not be liable for any deficiency in the performance of Consulting Services to the extent such deficiency results from any acts or omissions of Subscriber, including, but not limited to, Subscriber's failure to provide Assistance as required hereunder.

3.4 In performing the Consulting Services, Zendesk will utilize Consulting Services Personnel as it deems necessary to perform the Consulting Services or any portion thereof. Subscriber may object to Zendesk's use of a Subcontractor by specifying its reasonable objection to Zendesk, in which case the Parties will cooperate in good faith to appoint another Consulting Services Personnel to perform such Consulting Services. Zendesk may replace Consulting Services Personnel in its normal course of business, provided that Zendesk will be responsible for the performance of Consulting Services by all Consulting Services Personnel.

3.5 Zendesk will control the method and manner of performing all work necessary for completion of Consulting Services, including but not limited to the supervision and control of any Consulting Services Personnel performing Consulting Services. Zendesk will maintain such number of qualified Consulting Services Personnel and appropriate facilities and other resources sufficient to perform Zendesk's obligations under the Agreement in accordance with its terms.

3.6 Consulting Services Personnel may enter ("assume into") Subscriber's production Account to provide the Consulting Services as provided for in Zendesk's Customer Controlled User Assumption Policy found at: <https://support.zendesk.com/hc/en-us/articles/%20115001753608-Granting-Zendesk-temporary-access-to-your-account>.

3.7 In the event that Subscriber seeks to change the scope of Consulting Services to be provided under any SOW or Order Form (including, but not limited to, any changes to the project schedule described in the SOW or Order Form), Subscriber shall discuss such proposed changes with Zendesk. If Zendesk elects to perform such changes to the Consulting Services, the Parties shall work together in good faith to execute a written Change Order. Zendesk shall be entitled to an adjustment in Consulting Fees pursuant to the changes reflected in the Change Order. Zendesk shall not be obligated to perform any differing or additional Consulting Services unless the Parties have mutually agreed upon a written Change Order.

3.8 Unless otherwise agreed to in a SOW or Order Form, for Consulting Services that are Deliverable or milestone based, upon delivery of all Deliverables or completion of all milestones detailed in the SOW or Order Form, Zendesk shall provide Subscriber with written notice ("Completion Notice").

4. Consulting Fees.

4.1 Subscriber will pay Zendesk the fees to provide the Consulting Services as detailed or described in an Order Form or SOW (the "Consulting Fees").

4.2 All Consulting Services will be provided on either a time and materials or fixed-fee basis, as indicated in the applicable SOW or Order Form.

4.3 As detailed in the applicable SOW or Order Form, the performance of Consulting Services may be subject to an advance payment of Consulting Fees by Subscriber upon execution of the SOW or Order Form. Such retainer will be applied against Consulting Fees which become payable by Subscriber. Zendesk may refuse to perform Consulting Services unless and until such advance payment is paid to Zendesk.

4.4 RESERVED.

4.5 RESERVED.

4.6 RESERVED.

5. Relationship of the Parties. Zendesk is an independent contractor and will maintain complete control of and responsibility for its Consulting Services Personnel, methods and operations in providing Consulting Services. Zendesk will never hold itself out as an agent, subsidiary or affiliate of Subscriber for any purpose, including reporting to any government authority. The Agreement will not be construed so as to create a partnership, other joint venture or undertaking, or any agency relationship between the Parties, and neither Party shall become liable for any representation, act or omission of the other Party or have the authority to contractually bind the other Party. Any Consulting Fees, Expenses or other amounts paid by Subscriber to Zendesk hereunder shall not be considered salary for pension or wage tax purposes and neither Zendesk nor its Consulting Services Personnel will be entitled to any fringe benefits, including sick or vacation pay, or other supplemental benefits of Subscriber, unless otherwise required by law. Subscriber shall not be responsible for deducting or withholding from Consulting Fees or Expenses paid for Consulting Services any taxes, unemployment, social security or other such expense unless otherwise required by law.

6. Warranties.

6.1 Zendesk hereby represents and warrants that:

(a) the Consulting Services provided pursuant to the Agreement will be performed in a timely and professional manner by Zendesk and its Consulting Services Personnel, consistent with generally-accepted industry standards; provided that Subscriber's sole and exclusive remedy for any breach of this warranty will be, at Zendesk's option, re-performance of the Consulting Services or termination of the applicable SOW and return of the portion of the Consulting Fees paid to Zendesk by Subscriber for the nonconforming portion of the Consulting Services; and

(b) it is under no contractual or other restrictions or obligations which are inconsistent with the execution of the Agreement, or, to its best knowledge, which will interfere with its performance of the Consulting Services.

6.2 The Parties hereby agree that:

EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 6.1 ABOVE, ALL CONSULTING SERVICES AND DELIVERABLES ARE PROVIDED TO SUBSCRIBER "AS IS" AND ZENDESK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OR ANY REPRESENTATIONS TO SUBSCRIBER OR ANY THIRD PARTY REGARDING THE USABILITY, CONDITION, OPERATION OR FITNESS THEREOF AND ZENDESK EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING CONSULTING SERVICES AND DELIVERABLES, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY. ZENDESK SHALL NOT BE RESPONSIBLE, IN LAW OR OTHERWISE, FOR ANY DELIVERABLES DESPITE ANY OTHER WARRANTIES OR GUARANTEES, IN THE EVENT THAT SUBSCRIBER MODIFIES ANY DELIVERABLES IN A MANNER NOT INSTRUCTED BY ZENDESK. ZENDESK DOES NOT WARRANT THAT SUBSCRIBER'S OR ANY THIRD PARTY'S ACCESS TO OR USE OF THE DELIVERABLES SHALL BE UNINTERRUPTED OR ERROR-FREE, OR THAT IT WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. FURTHER, ZENDESK EXPRESSLY DISCLAIMS ANY RESPONSIBILITY TO SUPPORT OR MAINTAIN ANY DELIVERABLE AND WILL NOT DO SO UNLESS OTHERWISE AGREED BY THE PARTIES. THIS DISCLAIMER OF WARRANTY AND LIABILITY IS EXPRESSLY MADE IN ADDITION TO ANY DISCLAIMERS MADE BY ZENDESK OR ITS AFFILIATES UNDER THE AGREEMENT WITH RESPECT TO THE SERVICES AS APPLICABLE TO SUBSCRIBER AND ANY THIRD PARTY'S USE OF THE SERVICES. Notwithstanding the foregoing, pursuant to FAR 12.404(b)(2), Zendesk expressly warrants that, in the event the Services are nonconforming or defective within sixty (60) days from the start of any Subscription Term, We may, at Our election, (a) provide You with an equitable adjustment of the contract, or (b) repair or replace the defective items at Our expense; provided that any such express warranty claim must be asserted: (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs, unless the change is due to the defect.

7. Rights to Deliverables; Ownership.

7.1 The Parties hereby agree that the specified Consulting Services to be completed pursuant to any SOW or Order Form primarily involve the configuration of Subscriber's subscription to a Service and integration of Subscriber data with and into one or more Services, and therefore the Deliverables are inoperative without an active subscription to a Service. As between the Parties, Zendesk shall solely and exclusively own all right, title, and interest in the Deliverables (other than Assigned Deliverables, as defined below), including all derivatives, enhancements and modifications thereof; and Subscriber hereby makes all assignments necessary to accomplish the foregoing ownership. Subject to the terms and conditions hereof, Zendesk grants Subscriber a non-exclusive, non-transferable, non-sublicensable

license to use the Deliverables (other than Assigned Deliverables) solely in connection with Subscriber's permitted use of the Services.

7.2 An "Assigned Deliverable" is a Deliverable created by Zendesk in connection with the Consulting Services that is specifically identified as being assigned to Subscriber in an SOW, excluding any Zendesk Background IP that may be incorporated into such Deliverable. "Zendesk Background IP" means inventions (whether or not patentable), works of authorship, designs, know-how, ideas, concepts, information, tools and other intellectual property owned by Zendesk that are incorporated into an Assigned Deliverable and, (a) in existence prior to the commencement of the Consulting Services or (b) developed, created, conceived or reduced to practice by Zendesk not in connection with the applicable SOW. Subject to payment of the applicable Consulting Fees for the applicable Assigned Deliverable, (i) Zendesk hereby assigns title to such Assigned Deliverable to Subscriber, and (ii) to the extent any Zendesk Background IP is incorporated into such Assigned Deliverable, Zendesk grants to Subscriber a perpetual, irrevocable, non-exclusive, royalty-free, fully paid, worldwide license to use and exercise such Zendesk Background IP in connection with such Assigned Deliverable.

7.3 A "Subscriber Contribution" is source code that is created by Subscriber in connection with the Consulting Services and is specifically identified in a SOW. Subscriber and Zendesk agree that Subscriber retains title to Subscriber Contributions, and Subscriber hereby grants Zendesk a non-exclusive license to use and exercise the Subscriber Contributions for the performance of the Consulting Services and Services.

8. Open Source.

8.1 Zendesk may incorporate open source materials into any Deliverable or Assigned Deliverable. Zendesk will notify Subscriber that it is providing such open source software upon or prior to delivery, and Zendesk will avoid providing any open source materials that are governed by a so-called "copyleft license" that would require Subscriber to permit any disclosure of, distribute or make available any of Subscriber's proprietary software if Subscriber uses the Deliverables or Assigned Deliverables as permitted hereunder. Any open source materials provided by Zendesk are licensed to Subscriber pursuant to the terms of the applicable open source license and not this Agreement.

EXHIBIT C

SUPPLEMENTAL TERMS: Zendesk User Content and Conduct Policy

This Exhibit C is provided for information purposes to show the Zendesk User Content and Conduct Policy referred to within the Subscription Services Agreement.

Zendesk User Content and Conduct Policy

Zendesk is a platform that allows our Subscribers and their End-Users to freely communicate and share content. The vast majority of the time this communication is productive and benefits the parties involved. However, there are times when a Subscriber or End-User takes advantage of the open nature of our Services and uses our Services to engage in or support objectionable or harmful conduct. We developed this Zendesk User Content and Conduct Policy ("Policy") to make it clear that such activity is prohibited.

The Policy is incorporated into the Zendesk Master Subscription Agreement ("MSA") and outlines prohibited conduct and content on the Services. The Policy applies to all Subscribers, Agents and End-Users who use the Services. Violations of the Policy may result in suspension or termination of a Subscriber's Account in accordance with the terms of the MSA. Any person may report a violation of this Policy by reporting the violation [here](#).

We encourage all persons to report suspected violations of the Policy. There may be instances where We are limited in how We can respond to reported violations, but We want to know about this activity. If you have a copyright infringement complaint, please review and follow the process outlined in Zendesk's Copyright Infringement Notice and Takedown Policy. Zendesk may modify these policies at any time. Capitalized terms used in this Policy but not defined herein have the meaning given to them in the Zendesk MSA.

1. Spam or Unwanted Contact

The Services may not be used to send spam, including the sending of unwanted or unauthorized commercial content, unwanted or mass solicitation, or other forms of duplicative or unsolicited messages. If an Account is found to be sending spam, Zendesk may investigate and contact the Subscriber to stop sending the messages if it believes Subscriber is doing so unintentionally, or Zendesk may suspend and/or terminate the Subscriber's Account immediately at Our sole discretion and block IP addresses or email addresses it believes to be the source of the spam.

2. Illegal and Fraudulent Activities

The Services may not be used to engage in dangerous, illegal, or fraudulent activities or to directly or indirectly promote such activities. This prohibition includes promoting or supporting pyramid schemes or similar activities and using the Services to record or monitor a phone call or other communication without securing consent from the participants to the phone call or other communication as required under applicable law (including, as applicable, California's Invasion of Privacy Act and similar laws in other jurisdictions). If Zendesk suspects a Subscriber is using the Services for or to support fraudulent or illegal activities, including infringing the intellectual property rights of others, it may suspend or terminate the Subscriber's Account. If any person suspects that an Account is engaging in illegal or fraudulent activity, please report it to Zendesk in accordance with the process described above. Please note that Zendesk is limited in its ability to review fraudulent activity that may occur outside of the Services or to assess the legality of certain activities and may require that persons work with law enforcement to validate the fraudulent nature or the illegality of the activity before We are able to take action related to a reported Account.

3. Malicious Products and Activities

The Services may not be used to transmit viruses, malware, or other harmful code. This includes sending content or automated traffic, generated by bots or otherwise, that harms networks, services or other infrastructure of Zendesk or any third party.

4. Hateful Activities

The Services may not be used to transmit hate speech or to support hateful, racist, libelous, or discriminatory activities. Content, activities, and use of the Services by organizations that promote or normalize violence against individuals or groups based on race or ethnic origin, religion, disability, gender, age, nationality, veteran status, or sexual orientation/gender identity, or whose primary purpose is inciting hatred on the basis of these characteristics is prohibited. It isn't always clear whether something is hate speech, but if the intent is to attack a protected group the content is unacceptable.

5. Subdomain Squatting and Account Hijacking

The creation of Accounts using subdomains that include names and trade names of other businesses, organizations or individuals is prohibited. If Zendesk determines that a Subscriber is engaging in this activity it may suspend or terminate the Subscriber's Account. The access of another Account without the permission of the Subscriber that owns the Account or use the Services for phishing schemes is prohibited.

6. Child Exploitation and Human Trafficking

The upload or sharing of content that exploits or abuses children is prohibited. This includes all child sexual abuse imagery (even cartoon images) and all content that presents children in a sexual manner. We will remove such content from the Service and take appropriate action, which includes terminating a Subscriber's Account and reporting it to the National Center for Missing & Exploited Children (NCMEC) and law enforcement. If any person finds any content that such person believes to exploit children in this manner, report the content as described above. If you find content elsewhere on the internet, please contact NCMEC directly. Further, do not upload or share content that promotes, enables or discusses human trafficking. If We find evidence that a Subscriber is engaging in such activity, we will alert the authorities and terminate the Subscriber's Account.

7. Sexually Explicit Content

The Services may not be used to distribute content that contains nudity, graphic sex acts, or sexually explicit material.

8. Harassment and Bullying

The Services may not be used to engage in abusive, harassing, or bullying behavior, including when contacting Zendesk for customer support. This prohibition also includes a prohibition on illegal dissemination of private information or media using the Services.

9. Deceptive Behavior

The Services may not be used to deceive individuals or impersonate other individuals or organizations. This prohibition includes creating a false or forged identity, email address, header, or phone number or otherwise attempting to mislead others as to the identity of the originator of a communication.

10. Violence

The Services may not be used to advocate violence or otherwise distribute graphically violent or obscene materials.

License and Services Agreement for Bitdefender Solution

This **License and Services Agreement for Bitdefender Solutions (“Agreement”)** is a legal agreement between **Bitdefender** and You, for use of the Bitdefender software and the initialization of the services and any other service provided by Bitdefender (“**Bitdefender Solutions**”).

1. DEFINITIONS.

“**You** or “**Your**” refers to an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time that has executed this Agreement and ordered Bitdefender Solutions and/or services from Bitdefender or its authorized resellers or distributors.

“**Agreement**“ is legal agreement between Bitdefender and You, for use of the Bitdefender Solutions.

An employee or other agent, including a reseller or contractor which installs or registers Bitdefender Solution, of this entity, must be a representative of the entity and must accept this Agreement on behalf of the entity before the Bitdefender Solution may be used. Please print this Agreement and save a copy electronically.

“**Affiliate**” means any entity in which You, as applicable, owns or controls, directly or indirectly, and any parent company that owns or controls, and any of the companies the parent company controls.

For purposes of this definition, “control” means the direct or indirect beneficial ownership of over fifty percent (50%) of the voting interests (representing the right to vote for the election of directors or other managing authority) in an entity.

“**Beta Solution**” means any Trial Solution and any solution marked or otherwise designated as a beta test version, irrespective of whether payment has been made.

“**Bitdefender Solution**” means Bitdefender software and services identified in the transaction documents and the initialization of the services, and may include associated media, printed materials, and Documentation, and any software updates and technical support.

“**Documentation**” means explanatory materials in printed, electronic or online form that accompany the Bitdefender Solutions.

“**Update**” means an update to the detection data or software made available to You, at Bitdefender’s sole discretion, from time to time, but excluding any updates marketed and licensed for a separate fee.

“**Upgrade**” means any enhancement or improvement to the functionality of the Bitdefender Solution made available to You at Bitdefender sole discretion from time to time, but excluding any software and/or upgrades marketed and licensed for a separate fee.

“**User**” means an employee, independent consultant or other individual of your entity who use or have access to or benefits from the Bitdefender Solution licensed to you.

2. PRODUCT REGISTRATION.

Registration requires a valid Bitdefender Account that includes a valid email address for receiving Updates, Upgrades, other notices and a valid product license. The Bitdefender Account is mandatory for the use of the Bitdefender Solution, as stated in the Product Documentation.

For all Bitdefender Solutions **excepting Bitdefender Security for AWS** registration requires a valid product serial number available in the transaction documentation from the Bitdefender distributor or reseller from which You obtained the Bitdefender Solution.

This control helps ensure that the Bitdefender Solution operates only on validly licensed devices, virtual machines and mobile devices and that validly licensed users receive services. The Bitdefender Account is necessary for the activation of the online features, as stated in the Product Documentation.

The Bitdefender Security for AWS, is a subscription-based service offered by Bitdefender for Amazon EC2 customers.

If you purchase directly from Bitdefender, You must have an Amazon Payments account with a valid credit card necessary for the monthly billing. You are not provided with or required to use a license key.

The Bitdefender Solution features and terms are presented on the Bitdefender website, e-shop or the applicable transaction documentation.

The information given (name, email address, password), during initial setup, if collected, will be used as an account name under which You may elect to receive services and/or under which You may use certain features of the Bitdefender Solution. You may change and Bitdefender strongly recommends you to do so, the password at any time after installation of the Product.

3. LICENSE RIGHTS AND RESTRICTIONS.

Upon Bitdefender's acceptance of your order and in consideration of the payment of the fee by you and receipt of the corresponding payment by Bitdefender, Bitdefender grants you the limited, nonexclusive, non-transferable right to use Bitdefender Solution that you ordered solely for your internal business operations and subject to the terms of this agreement, including the order and the product documentation. You may allow your Users to use the Bitdefender Solutions for this purpose and you are responsible for their compliance with this agreement in such use. You may install or use the Bitdefender Solutions and initiate the services, on as many devices as necessary with the limitation imposed by the total number of licensed seats stated in the order. Depending on the purchased Product, You will be entitled to license for physical computers, virtual machines, Amazon EC2 instances and/or Exchange mailboxes, as stated in the purchasing documents.

You can use one copy of the Bitdefender Solution on a single device. If a greater number of copies and/or number of devices is specified within the order from the authorized distributor or reseller from which You obtained the Bitdefender Solution (Permitted Number), You shall have the right to copy the Bitdefender Product in accordance with such specifications; You can make one copy of the Bitdefender Solution for back-up or archival purposes; If the Bitdefender Solution supports multiple platforms or languages, if you receive the Bitdefender Solution on multiple media, if you otherwise receive multiple copies of the Bitdefender Solution, or if you receive the Bitdefender Solution bundled with other software, the total number of your devices on which all versions of the Bitdefender Solution are installed may not exceed the Permitted Number.

During the installation process, the Bitdefender Solution may uninstall or disable other security products if such products or features are incompatible with Bitdefender Solution.

The Bitdefender Solution is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Bitdefender Solutions is licensed, not sold. This agreement only gives You some rights to use the Bitdefender Solution.

License Restrictions. Under this Agreement, You may not transfer or sublicense the Bitdefender Solution to another person or entity; you shall not rent, lease, loan, auction, or resell the Bitdefender Solution nor modify, translate, or create derivative works, reverse engineer, de-compile, or disassemble the Bitdefender Solution, in whole or in part, or otherwise attempt to reconstruct or discover the source or object code or underlying ideas, algorithms, file formats, programming or interoperability interfaces (or if the law permits any such action, You agree to provide with at least 90 days' advance written notice); you shall not use the Bitdefender Software to provide services to third parties or allow use or access to the Bitdefender Solution by any third party other than contractors or consultants acting on Your behalf. You may not permit third parties to benefit from the use or functionality of the Bitdefender Solution and Services via a timesharing, service bureau or other arrangement. You may not remove any proprietary notices or labels on the Bitdefender Solution and You may not disclose results of any program benchmark tests without Bitdefender's prior written consent. If Bitdefender provides the Bitdefender Solution (i) embedded, incorporated or loaded onto a physical hardware device or (ii) made available for download to a designated physical hardware device, then the license is restricted to use on that device only. Additionally, you may not, (a) modify, block, circumvent or otherwise interfere with any authentication, license key or security measures in the Bitdefender Solution.

You must obtain all necessary rights and permissions from your Users to use the Bitdefender Solution.

Please check the sales documents and Bitdefender websites for limitations of usage among the different categories of endpoints.

4. EVALUATION AND BETA LICENSE.

If the Bitdefender Solution is provided to You for evaluation purposes and You have an evaluation agreement with Bitdefender for the Bitdefender Solution, Your rights to evaluate the Bitdefender Solution will be pursuant to the terms of such evaluation agreement. If You do not have an evaluation agreement with Bitdefender for the Bitdefender Solution and if You are provided the Bitdefender Solution for evaluation purposes, section 3, LICENSE RIGHTS AND RESTRICTIONS, is hereby replaced with the following terms and conditions. Bitdefender grants to You a nonexclusive, temporary, royalty-free, non-assignable license to use the Bitdefender Solution solely for internal non-production evaluation. Such evaluation license shall terminate (i) on the end date of the predetermined evaluation period, if an evaluation period is pre-determined in the Bitdefender Solution or (ii) thirty (30) days from the date of Your initial installation of the Bitdefender Solution, if no such evaluation period is pre-determined ("Evaluation Period"). The Bitdefender Solution may not be transferred and is provided "AS IS" without warranty of any kind. You are solely responsible to take appropriate measures to back up Your system and take other measures to prevent any loss of files or data. The Bitdefender Solution may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Evaluation Period, You will cease use of the Bitdefender Solution and destroy all copies of the Bitdefender Solution. All other terms and conditions of this Agreement shall otherwise apply to Your evaluation of the Bitdefender Solution.

If You are a beta user, You may use Bitdefender Solution for testing purposes in a non-production environment for a maximum of thirty (30) days from the date You download Bitdefender Solution (the "Beta Period").

During any Evaluation or Beta Period, You can receive web or email based technical support in the country where You are located and Updates, if applicable, without any guarantee or warranty of any kind.

THE PROVISIONS OF THE SECTION, APPLY IN PLACE OF SECTION 11 WITH RESPECT TO ANY EVALUATION AND BETA SOLUTIONS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BITDEFENDER SOLUTION USED FOR TRIAL PURPOSES OR BETA SOLUTIONS ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OF ANY KIND.

BETA DISCLAIMER

THE BETA SOFTWARE LICENSED HEREUNDER IS BELIEVED TO CONTAIN DEFECTS AND A PRIMARY PURPOSE OF THIS BETA TESTING LICENSE IS TO OBTAIN FEEDBACK ON SOFTWARE PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SOFTWARE AND/OR ACCOMPANYING MATERIALS.

Your right to use Bitdefender Solution ends when the Evaluation or Beta Period ends or if You violate any term of this Agreement. Upon termination of the Evaluation or Beta Period, You must delete or destroy all copies of Bitdefender Solution and Documentation and stop using the Service. Your obligations and rights under this Agreement will continue to apply after the end of the Evaluation or Beta Period.

5. TERM OF LICENSE.

For all Bitdefender Solutions, excepting Bitdefender Security for AWS, You will receive the Bitdefender Solution based on the subscription acquired and You will have certain rights to use the Bitdefender Solution during the License/Subscription Period, which shall begin on the date of Your initial installation of the Bitdefender Solution regardless of the number of copies that You are permitted to use, and shall last for the period of time set forth in the Documentation or the applicable order from the Bitdefender or its distributor or reseller from which You obtained the Bitdefender Solution. The Bitdefender Solution will automatically be deactivated at the end of the License Period, and You will not be entitled to receive any feature or content updates to the Bitdefender Solution.

For Bitdefender Security for AWS, monthly subscription, You will receive the Bitdefender Solution for as long as you pay for your subscription. If you fail to pay the monthly subscription, your account will be suspended. Also, if you do not continue to abide by the terms of this Agreement you acknowledge that you have no right to use the Bitdefender Solution and you agree to uninstall or not use the Bitdefender Solution forthwith upon you not continuing to abide by the terms of this Agreement.

Bitdefender reserves the right to stop supporting its products or a version of its products, or discontinue its Products or Product features. End-of-support policies are Annexed to this Agreement and shall be part of this Agreement. For the avoidance of doubt, for Trial Licenses and Beta Solutions, Bitdefender shall have no further obligation to you beyond termination of this agreement, in accordance with the terms of the GSA Schedule contract.

6. UPDATES.

By accepting this Agreement, during the Subscription Period, You acknowledge and agree that a server system of your choice installed in your network may be used for receiving and serving Updates of the Bitdefender Solution. The necessary protocol will not be used for anything other than transmitting and receiving Bitdefender updates of product and signatures files. If You do not use a

local Update server, Bitdefender offers you the possibility to download the updates directly from Bitdefender content delivery network. Some Updates as signature updates, bugfix or smaller updates will be automatically downloaded to Your device and major updates will require your intervention in the interface.

You must be current in the payment of fees for the Bitdefender Solution or have an active subscription, as applicable, to receive Updates or Upgrades.

7. OWNERSHIP.

All rights not expressly set forth hereunder are reserved by Bitdefender.

The Bitdefender Solution may operate or interface with software or other technology that is licensed to Bitdefender from third parties, which is not proprietary of Bitdefender, but which Bitdefender has the necessary rights to license to You. You agree: You will use such third party software in accordance with this Agreement; no third party licensor makes any warranties, conditions, undertakings or representations of any kind, either express or implied, to You concerning such third party software or the products themselves; no third party licensor will have any obligation or liability to You as a result of this Agreement or your use of such third party software; such third party software may be licensed under license terms which grant you additional rights or contain additional restrictions in relation to such materials, beyond those set forth in this Agreement, and such additional license rights and restrictions are described or linked to in the applicable Documentation, or within the Product itself. For the avoidance of any doubt, such

additional rights and/or restrictions apply to the third party software on a standalone basis; nothing in such third party licenses shall affect your use of the Bitdefender Solutions in accordance with the terms and conditions of this Agreement. **Open Source License Terms are published in About Section of each Bitdefender Solution.**

In respect of the open source software, the following stipulations shall apply to the extent expressly required by the their licenses, the terms of relevant licenses (including in particular the scope of license as well as disclaimers of warranties and liabilities) shall apply to the respective any third party software in lieu of this Subscription agreement. Such third party license terms relating to respective software are located at the place as indicated in the software.

8. TECHNICAL SUPPORT. SERVICES

Technical support for Bitdefender Solution is included for the duration of the license/subscription Term. Certain technical support features may be offered by Bitdefender through its resellers for the subscription term of the Bitdefender Solution as stated on Bitdefender website. Technical Support shall be governed by the following conditions: Any such Technical Support shall be provided without any guarantee or warranty of any kind. It is solely Your responsibility to complete a backup of all Your existing data, software and programs before receiving any Technical Support.

Standard Support. The terms and conditions of standard technical support for Bitdefender Gravityzone Enterprise are Annexed to this Agreement and shall be part of this Agreement.

Paid Services:

Professional Services: If You purchase these services, their performance will be according to the Service Level Agreement Annexed to this Agreement and shall be part of this Agreement.

Premium Technical Support Services: If You purchase these services, their performance will be according to the Enterprise Support Policy Annexed to this Agreement and shall be part of this Agreement.

MEDR Service: If You purchase these services, their performance will be according to the Terms and Conditions Annexed to this Agreement and shall be part of this Agreement.

Bitdefender reserves the right to suspend any of the Technical Support in its sole discretion in case You are in breach of your obligations. The technical support policies are subject to change at Bitdefender's discretion; however, Bitdefender will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies published on websites prior to entering into the ordering document for the applicable services. If You intend to receive any professional services, then you need to sign with Bitdefender a separate statement of work. These terms are not applicable for Trial and Beta Solutions.

9. CONFIDENTIALITY.

Neither Party shall disclose any confidential and/or proprietary information belonging to the other party unless agreed in writing by the said party. Confidential information shall be limited to the terms and pricing under this agreement, and all information clearly identified as confidential. This obligation shall not apply to information received which: (i) is or becomes known by the recipient without an obligation to maintain its confidentiality; (ii) is or becomes generally known to the public through no act or omission on the part of the recipient; or (iii) is independently developed by the recipient without the use of confidential or proprietary information. In the event that either Party is required to disclose confidential and proprietary information pursuant to law, it shall notify the other Party of the required disclosure. Each Party agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents on a need to know bases and who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement.

10. WARRANTIES. DISCLAIMERS.

Bitdefender warrants that Bitdefender Solution will be provided in a professional manner consistent with industry standard. Bitdefender warrants to You that the encoding of the software program on the media on which the Bitdefender Solution is furnished will be free from defects in material and workmanship, and that the Bitdefender Solution shall substantially conform to its Documentation, for a period of ninety (90) days from the date You purchase the license key or activation code ("Warranty Period")

The warranty shall not apply if (i) the Product has not been used in accordance with the terms and conditions of this Agreement and the Documentation; (ii) the issue has been caused by your failure to apply Updates, Upgrades or any

other action or instruction recommended by Bitdefender, (iii) the issue results from any cause outside of Bitdefender's reasonable control.

If Bitdefender is notified in writing of a breach of warranty during the Warranty Period, Bitdefender's entire liability and your sole remedy shall be (at Bitdefender's option): (i) to correct, repair or replace Bitdefender Solution within a reasonable time, or (ii) to authorize a refund of the Fee following return of the Products accompanied by proof of purchase. Any replacement Products shall be warranted for the remainder of the original Warranty Period.

Bitdefender shall indemnify and keep you harmless from any claim by a third party that your use or possession of the Bitdefender Solution in accordance with the terms and conditions of this Agreement infringes any third party patent, trademark or copyright.

The foregoing obligation of Bitdefender does not apply with respect to software, services or portions or components thereof: (i) not supplied by Bitdefender; (ii) used in a manner not expressly authorized by this Agreement or the accompanying Documentation (iii) made in accordance with your specifications; (iv) modified by anyone other than Bitdefender, if the alleged infringement relates to such modification; (v) combined with other products, processes or materials where the alleged infringement would not exist but for such combination; or (vi) where you continue the allegedly" infringing activity after being notified thereof and provided with modifications that would have avoided the alleged infringement.

In the event the Bitdefender Solution is held by a court of competent jurisdiction to constitute an infringement Bitdefender shall, at its sole option, do one of the following: (i) procure the right to continued use; (ii) modify the Bitdefender Solution so that their use becomes noninfringing; (iii) replace the Bitdefender Solution with substantially similar products in functionality and performance; or (iv) if none of the foregoing alternatives is reasonably available to Bitdefender, Bitdefender shall refund the pro-rata unused portion of the Bitdefender Solution.

THIS SECTION STATES BITDEFENDER'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS.

BITDEFENDER DOES NOT WARRANT THAT BITDEFENDER SOLUTION WILL MEET YOUR REQUIREMENTS. BITDEFENDER DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT BITDEFENDER WILL CORRECT ALL PROGRAM ERRORS. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THIS BITDEFENDER SOLUTION IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THIS BITDEFENDER SOLUTION IS NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BITDEFENDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, ENHANCEMENTS, MAINTENANCE OR SUPPORT RELATED THERETO, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) OR SERVICES SUPPLIED BY HIM. BITDEFENDER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF DATA, FALSE POSITIVES OR FALSE NEGATIVES, DEVICE FAILURE OR MALFUNCTION FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, ACCURACY OF DATA, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY FILTERING, DISABLING, OR REMOVING SUCH THIRD PARTY'S SOFTWARE, SPYWARE, ADWARE, COOKIES, EMAILS, DOCUMENTS, ADVERTISEMENTS OR THE LIKE, WHETHER ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR TRADE USAGE. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

YOU SHALL BE SOLELY RESPONSIBLE FOR PROPER BACK-UP OF ALL DATA AND THAT

YOU SHALL TAKE APPROPRIATE MEASURES TO PROTECT SUCH DATA. BITDEFENDER ASSUME NO LIABILITY OR RESPONSIBILITY WHATSOEVER IF DATA IS LOST OR CORRUPTED.

Bitdefender is acting on behalf of its partners for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. BITDEFENDER'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE FEES YOU PAID BITDEFENDER FOR THE DEFICIENT BITDEFENDER SOLUTION OR SERVICES UNDER THIS AGREEMENT AS SPECIFIED IN YOUR ORDER. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO CASE SHALL BITDEFENDER'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY YOU FOR BITDEFENDER SOLUTION.

BITDEFENDER DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE, (ii) FRAUDULENT MISREPRESENTATION, OR (iii) ANY OTHER LIABILITY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733.

FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

11. ELECTRONIC COMMUNICATIONS.

Bitdefender may send you legal notices and other communications about the Software and Maintenance subscription services or our use of the information you provide us ("Communications"). Bitdefender will send Communications via in-product notices or via email to the primary user's registered email address, or will post Communications on its Sites. The legal basis for sending these communications is this contract (for the transactional communications) and the legitimate interest for marketing with the current customers (for the commercial communications)

12. PRIVACY POLICY & GDPR.

All the information on how the personal data is processed during the usage of the Bitdefender Solution and services is specified in the Bitdefender Privacy Policy. You understand that you have been notified about how personal data will be processed according to the Privacy Policy for Business Solutions Annexed to this Agreement and the Personal Data Notice for Business Contacts of the Clients or Partners Annexed to this Agreement.

As regards personal data collected by Bitdefender Solution from your Users and the applicable data protection legislation governing this relationship, according to the EU applicable legislation on personal data (GDPR – General Data Protection Legislation), Bitdefender together with You are joint controllers.

Bitdefender acts as a data controller in relation with the personal data collected through its products and services sold to/through Business Clients only for the purposes of ensuring information and network security, including support activities for this purpose (only in specific cases, when support activities are included in the specific contract with Bitdefender). The Users also act as data controllers in relation to the personal data they might have access through the Bitdefender's products and services for purposes of ensuring information and network security. For any other potential purposes that Business users may decide internally on their own, Business Clients and Service Providers (and their Clients) act as separate and independent data controllers, collecting personal data from another source, meaning Bitdefender's products and services.

The joint controllers will be each independently and separately responsible for the respecting the GDPR provisions, including lawful processing of personal data, informing service users about the use of their personal data, the security of personal data and ensuring service users can exercise their rights.

13. TECHNOLOGIES.

Bitdefender informs you that in certain programs or products it may use data collection technology to collect technical information (including suspect files), to improve the products, to provide related services, to adapt them to the latest industry trends and to prevent the unlicensed or illegal use of the product or the damages resulting from the malware products.

You accept that Bitdefender may use such information as part of the services provided in relation to the product and to prevent and stop the malware programs running on your device.

You acknowledge and agree that the security technology used can scan the traffic in an impersonal mode to detect the malware and to prevent the damages resulting from the malware products.

You acknowledge that Bitdefender may provide updates or additions to the program or product which automatically download to your device. You agree that some of the executable files considered potentially harmful, may be submitted to Bitdefender servers for the purpose of being scanned.

Bitdefender reserves the right to collect certain information from the computer on which it is installed, depending on the modules and services You have activated in your Bitdefender Solution. Such information may pertain to potential security risks as well as to URLs of websites visited that the Bitdefender Solution and Services deems potentially fraudulent. The URLs could contain personally identifiable information that a potentially fraudulent website is attempting to obtain without Your permission. As such, You agree that certain Product modules, services and components may collect pieces of data from your systems for the purpose of evaluating and improving the ability of Bitdefender's products to detect malicious behavior, potentially fraudulent websites and other Internet security risks. Bitdefender also employs proprietary Cloud technologies to perform scanning on certain URLs, files or emails submitted from your systems.

14. AUDIT RIGHTS.

At Bitdefender's expense, Bitdefender may audit Your use of the Bitdefender Solution to verify that Your usage complies with applicable Documentation. An audit will be done upon reasonable notice and during normal business hours and in accordance with your security measures, but not more often than once each year unless a material discrepancy was identified during the course of a prior review. You agree to implement internal safeguards to prevent any unauthorized copying, distribution, installation, or use of, or access to, the Bitdefender Solution. You further agree to keep records sufficient to certify Your compliance with this Agreement, and, upon request of Bitdefender, provide and certify metrics and/or reports based upon such records and accounting for both numbers of copies (by product and version) and network architectures as they may reasonably relate to Your subscription and deployment of the Bitdefender Solution.

15. FORCE MAJEURE.

Neither Party shall be in breach of the Agreement in the event it is unable to perform its obligations as a result of natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or condition beyond its reasonable control; provided, however, if such reasons or conditions remain in effect for a period of more than thirty (30) calendar days, either Party may terminate the Agreement affected by such force majeure following the written notice to the other Party and only in accordance with the GSA Schedule contract and applicable law.

16. GENERAL.

This Agreement is governed by the laws of the United States of America. Nothing in this License Agreement will diminish any rights You may have under existing consumer protection legislation or other applicable laws in Your jurisdiction that may not be waived by contract. In the event of invalidity of any provision of this Agreement, the invalidity shall not affect the validity of the remaining portions of this Agreement.

This Agreement describes certain legal rights. You may have other rights under the laws of Your state or country. You may also have rights with respect to the party from whom You acquired the Bitdefender Solution. This Agreement does not change Your rights or obligations under the laws of Your state or country if the laws of Your state or country do not permit it to do so.

Bitdefender reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to your use of this Bitdefender Solution and Services. This means that Bitdefender may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation. Bitdefender and Bitdefender logos are trademarks of BITDEFENDER. All other trademarks used in the product or in associated materials are the property of their respective owners.

Bitdefender retains the right to assign this Agreement in its sole discretion. You may not assign this Agreement without the prior written permission of Bitdefender.

BITDEFENDER may revise these Terms at any time and the revised terms shall apply to the corresponding versions of the Bitdefender Solution distributed with the written, revised terms. If any part of the Agreement is found void and unenforceable, it will not affect the validity of rest of the Terms, which shall remain valid and enforceable. In case of controversy or inconsistency between translations of the Agreement to other languages, the English version issued by BITDEFENDER shall prevail.

Contact BITDEFENDER, at 15 A Orhideelor Street, Orhideea Towers Building, 11th floor, District 6,

Bucharest, 060071, Romania; tel +40 212 063 470; fax +40 212 641 799, e-mail address: office@Bitdefender.com

Enterprise Support Policies

This document aims to clearly define the standard support service level that Bitdefender will deliver to its world-wide enterprise customers by describing the processes that are performed when a request is submitted to Bitdefender technical support teams.

Roles and Responsibilities

There are currently two levels of technical support engineers working in Bitdefender Enterprise Support organization. Understanding which group you are talking to and what are their responsibilities will help you prioritize and choose the right level of support that you need.

Support Engineers Tier 1 are your first technical support while submitting a support ticket by phone or email. Their responsibilities include:

- Accurately understand your issue and log it in our ticketing tracking system with your contact details
- Offer a first resolution if the situation you are reporting is a known-issue or a how-to issue
- Create a support case with all the above information for troubleshooting tracking purposes
- Clearly communicate the support ticket id used to identify your case
- Update your account profile history and contact details (if required)

Support Engineers Tier 2 are the individuals who will offer technical support and guidance if the issue has been escalated from Tier 1. Their responsibilities include:

- Assess the reported technical support case from the customers' environment perspective
- Analyze and resolve support cases, primarily using the e-mail, remote assistance and phone
- When needed, collaborates with the escalation engineer for bug fixing and outstanding product issues

Contact Information

Once you contact our support engineers, you will be assigned with a case id number which will be kept for the entire troubleshooting process. Note that our support engineers might request this ticket number (case ID) or any other previous case ID assigned.

The severity of the reported issue and the service levels of the support package that you purchase determine the speed and method of our response.

We provide direct technical support 24 hours per day and 7 days per week using English language for our customers and ensure that every customer gets the technical expertise they need, on-demand, by qualified technology and security experts.

Supported languages:

English, German, French and Romanian.

Main email address: b2bsupport@bitdefender.com

Main phone numbers for Bitdefender Enterprise Support:**Australia (Monday-Sunday, 8:00 – 20:00 excluding bank holidays):**

☑ +61 1300 888 829

☑ +61 3976 008 89

Canada (24/7 service):

☑ +1 647 977 5827

☑ +1 647 367 1846

Deutschland, Österreich, Schweiz (Deutsch, Montag – Freitag 8:30 – 17:30 Uhr)

☑ +49 2304 9993004

☑ 24/7 emergency line (English only): +49 2319 892 8011

France (Lundi – Jeudi de 9:30 à 12:30 et de 13:30 à 17:30, le vendredi de 9:30 à 12:30 et de 14:00 à 17:30)

☑ +33 (0)1 84 07 06 60

United States (24/7 service):

☑ +1 954 414 9621

☑ +1 954 281 4669

United Kingdom (24/7):

☑ +44 2036 080 456

☑ +44 2080 991 687

World-wide (24/7 service):

☑ +40 31 620 4235

☑ +40 37 430 3035

Self Service

Bitdefender provides a variety of resources that can help you answer product questions and resolve some support issues without opening a support case. These resources include:

1. Support Center:
 - Product Documentation
 - Troubleshooting and How-To Articles
 - Release Notes: Technical documentation of new product version features
2. Help & Support page. Click the Help & Support link from the product management console to access the documentation: installation & administration guides.
3. Bitdefender forum. Join Bitdefender community to connect with other customers and share solutions about Bitdefender products, post discussion and more at forum.bitdefender.com
4. E-learning portal. Bitdefender can provide on-demand enrolment to the Enterprise product technical training.
5. Computer/Virtualization Security blogs:
 - [//www.hotforsecurity.com/](http://www.hotforsecurity.com/)
 - [//businessinsights.bitdefender.com/](http://businessinsights.bitdefender.com/)

Products covered, severity definitions and response time

Bitdefender Enterprise Support Products Coverage

Our engineers will offer assistance for following Bitdefender Enterprise Products (major and minor versions):

- Bitdefender GravityZone Enterprise
- Bitdefender GravityZone Advanced Business Security (Cloud) – Security for AWS Module

For the above products, Enterprise Support will offer assistance on:

- Product overview
- Setup and deployment
- Maintenance and Malware
- Fixes and troubleshooting
- Reporting and monitoring
- Implementation of feature requests

Bitdefender Enterprise Support Severity Definitions

Severity level is a measure of the relative impact of an issue on your systems or business, depending of the Bitdefender installed product. Accurately defining the severity of your issue ensures a timely response and helps Bitdefender to understand the nature of your issue. Bitdefender Enterprise Support is defining the following severities:

Severity 1, Critical Business Impact (your business has stopped due to a Bitdefender product):

- System hangs or crash situations (BSOD, kernel panic)
- Most of your infrastructure is unprotected
- Management console fails to start
- The network is inoperative or the email flow has stopped

Severity 2, Major Business Impact (your business is severely impacted, but it can continue to operate)

- Product failure resulting in a significant loss of protection
- Loss of management to a significant portion of your infrastructure
- Product is not updated on a significant portion of your infrastructure

Severity 3, Minimal Business Impact (your business is not affected)

- Minor function/feature failure that you can easily circumvent or avoid.
- Symptoms affect isolated parts of your environment.
- Minor function/feature failure that you can easily circumvent or avoid.
- Symptoms affect isolated parts of your environment.

Severity 4, Trivial (your business is not affected)

- General requests for advice on product usage
- Clarification on product documentation or release notes
- Product enhancement request

Bitdefender Enterprise Support - Target Response Times

Bitdefender Enterprise support team evaluates each submitted ticket based on ticket severity and technical support package. Based on this evaluation, the Bitdefender Enterprise support engineers will provide a response within the target service times outlined in the table below.

Bitdefender Support Entitlement	Severity 1 (Critical)	Severity 2 (Major)	Severity 3 (Minor)	Severity 4 (Trivial)
Standard support*	Within 4 hours	Within 12 hours	Within 24 hours	Within 24 hours
Silver support**	Direct phone line, less than 30 min	Within 8 hours	Within 12 hours	Within 12 hours
Gold support**	Direct phone line, less than 30 min	Within 3 hours	Within 4 hours	Within 4 hours
Custom support ***	As defined in contract	As defined in contract	As defined in contract	As defined in contract

* Standard Support Package is included for Bitdefender customers who purchase a valid license for Bitdefender GravityZone Enterprise product or Bitdefender GravityZone Advanced Business Security (Cloud) – Security for AWS Module

** Premium support packages are currently available for purchase in Romania, Germany and US.

*** Custom Support Packages are currently available world-wide for purchase based on customer request.

Malware assistance

If you are experiencing strange behavior on your system or you find a suspicious file that may be malware, follow the steps from this KB article in order to submit to our engineers a BDSyslog from the affected machine. Make sure to provide us with the following information, so that we can fully understand the cause and provide you with a quick solution.

NOTE: This information will be used for malware analysis only and will be treated accordingly.

- Describe the suspicious behavior that led you to believe that your system is infected
- Upload a screenshot displaying the malware or the effects of the malware (if applicable)
- Update your Bitdefender software, run a Full System scan, and attach the scan log to your e-mail
- Provide us with the BDSyslog report.

You can also now submit samples potentially infected samples by attaching the file(s) in an email to Bitdefender Enterprise Support team. The samples must be archived in a password-protected ZIP file with the password “infected”.

Customer eligibility criteria

- Have a valid Bitdefender Enterprise Product license or Enterprise Support Subscription.
- Have the case ID and all the necessary information for a quick case submittal

Ticket Handling Policy

When a technical issue with a Bitdefender product arises, the Bitdefender Enterprise Support team is there to assist and offer the needed technical guidance. Whether you contact Bitdefender by phone or the web/product contact form, your support case will be promptly logged and your issue quickly assigned to the appropriate support level. The following sections detail the stages of a support ticket and explain general processes and procedures, during different ticket stages, after you have engaged in the troubleshooting process.

In order to have access to the Bitdefender Enterprise Support services you will need to:

Stage 0. Before you escalate a ticket to Bitdefender Enterprise Support Center

You should make sure that you own the following information before escalating or contacting Bitdefender engineers:

- Contact details for your IT staff (phone number, e-mail, preferred contact method)
- If you have another ticket opened with Bitdefender Support Center, include that number in your escalation
- Issue summary containing:
 1. Installed Bitdefender product version and number of affected endpoints
 2. Hypervisor type and version or Hypervisor-related products installed (if exists)
 3. Gathered support tools
 4. Detailed issue description and questions asked during the troubleshooting
 5. Steps taken to resolve the issue
 6. Estimated Business Impact
 7. End-user temperature (hot, warm, cold)
- The severity of the issue
- Suggestions as to the source of the issue

Stage 1. Escalating a ticket to Bitdefender Enterprise Support Center

Once stage 0 has been checked, you will need to proceed with the escalation process by registering a support ticket on the desired channel.

Submitting a support ticket via phone, chat or web-form

- a) Submit a support ticket by phone: The Bitdefender Enterprise Support Tier 1 are staffed to answer phone support tickets live.

The Bitdefender Support Engineers Representatives are staffed to answer phone support tickets live .

On rare occasions, where the staff may be involved serving other customers, we might ask that you leave a detailed message including:

- ✔ Your name
- ✔ Your company name and Bitdefender affiliate level
- ✔ Phone number where you can be reached or your pager number
- ✔ Support Ticket ID (if the call is regarding an existing issue)
- ✔ A brief description of the problem

After you work with our representatives to open a new support ticket, your request is assigned a support ticket id. The support ticket will be given to you over the phone or sent to you within one hour in a computer-generated message acknowledging receipt of your support ticket. Use this support ticket id number when communicating with Bitdefender about that specific issue. Initial response times by the TSP for critical, Severity 1 issues are less than 4 hours.

- b) Submit a support ticket by chat: Bitdefender Support Engineers Representatives are available for our full range of products with qualified support training. Our engineers will try to assist you with the latest information available on our website if it's a known issue. If the issue needs to be escalated, they will gather the necessary information accurately in order to make sure that the issue is well defined and assign it to a Bitdefender Enterprise Support Engineer Tier 2.
- c) Submit a support ticket via Bitdefender website/product contact form: You will be able to submit a ticket directly to Bitdefender Enterprise Support by using the contact form from the support area of the website, and choose Contact Customer Care link. Or product management console, Help & Support section. The information submitted here has the same importance as per email or phone interaction for an efficient and fast resolution

In order to submit this ticket correctly, you will need to choose the following information from the drop-down menus:

- ✔ The Bitdefender product that you or your customer is using
- ✔ The troubleshooting category on which you want to integrate the reported issue
- ✔ The operating system on which you or your customer encounter the situation
- ✔ Your full name
- ✔ Your contact / business email
- ✔ Your country of residence
- ✔ Issue summary containing:
 - ✔ Installed Bitdefender product version and number of affected endpoints
 - ✔ Hypervisor type and version or Hypervisor-related products installed (if exists)
 - ✔ Gathered support tools
 - ✔ Detailed issue description and questions asked during the troubleshooting
 - ✔ Steps taken to resolve the issue
 - ✔ Estimated Business Impact
 - ✔ End-user temperature (hot, warm, cold)
 - ✔ The severity of the issue
 - ✔ Suggestions as to the source of the issue
- ✔ Bitdefender Support Tools / Print screens attached

After you submit this form to open a new support ticket, your request is assigned a support ticket id. The support ticket will be sent to you within one hour in a computer-generated message acknowledging receipt of your support ticket. Use this support ticket id number when communicating with Bitdefender about that specific issue. Initial response times by the TSP for critical, Severity 1 issues are less than 4 hours.

Stage 2. Working with the support tickets

A specific Bitdefender Enterprise Support engineer is assigned to your support ticket and owns your issue until it is mutually agreed that the support ticket can be closed. He or she will contact you by email and/or phone as appropriate during the resolution process. Your responsibility is to have the appropriate people and resources available to work with the Bitdefender Enterprise Support Tier 1 during the service hours defined in your support agreement. Typically, this would be during business hours, but could be 24/7 given the severity of the situation.

Occasionally, your support ticket may be reassigned from one engineer to another due to differences in time zones or if different product expertise is required. You will be informed if your support ticket needs to be reassigned.

A Bitdefender engineer works with you to try to resolve the issue, taking whatever steps are necessary to first fully diagnose the problem and then to find a solution. This may involve:

- ✔ Asking you for more information regarding the ticket
- ✔ Asking you to install specific software and/or patches
- ✔ Asking for specific debug/investigation data from your system and, if necessary, conducting tests to generate this data.
- ✔ Trying to reproduce the scenario on one of your available machines during a remote session.
- ✔ Asking for your specific software to help reproduce the problem.
- ✔ Verifying software bugs with our engineering staff.
- ✔ Asking you to implement and test workaround suggestions that may avoid the problem.
- ✔ Asking you to involve networking, database or other technology specific administrators to help troubleshoot.
- ✔ Working with you to involve relevant third-party software or hardware vendors (for example, your operating system and database vendors) if a problem is suspected in their product)

Stage 3. Escalating a support ticket

Bitdefender support team always works to ensure that the appropriate resources and level of technical knowledge are applied to your ticket to assure a timely resolution. If you are not satisfied with the progress of your support ticket, you are encouraged to request an escalation. By invoking the escalation process, additional levels of Bitdefender management attention, procedure reinforcement, and resource prioritization are brought to bear on resolving your support ticket.

When and how do I escalate a Support Ticket?

You can escalate a support ticket at any time either by speaking directly with the technician assigned or by requesting to speak with an Escalation Engineer. It is highly recommend that you contact Bitdefender Support by phone for escalations. This will ensure that your request is directed to the appropriate resources as soon as possible to achieve a successful resolution.

NOTE: The severity level of a support ticket can be increased without an escalation if the business impact of a support ticket has changed or was not correctly recorded initially.

What steps do I take to escalate?

First, please review the details of your support ticket and verify the following:

- ✔ Is the issue described correctly?
- ✔ Does the support ticket accurately describe the business impact?
- ✔ If you have received a workaround, is it impractical or inappropriate?
- ✔ Is there a critical milestone date identified in the support ticket?

Once you have completed this review, contact the assigned technician for your support ticket, or call the above regional phone number and ask for the Escalation Engineer to trigger an escalation.

What happens once I request an escalation?

Once an escalation request has been made, the appropriate Escalation Engineer will evaluate the situation and determine the appropriate resources to assign and/or process correction to be made. A specialized Escalation Professional will be assigned as the primary point of contact for the issue and will coordinate with all parties involved to ensure an expedited resolution. The Escalation Engineer will set up a call with the appropriate parties to begin outlining the action plan and troubleshooting the situation. The Escalation Engineer will work with the primary Escalation Professional to ensure the appropriate resources, communication, and action plans are in place to expedite resolution.

How often can I expect updates on an escalation?

As the escalation is initiated, the Escalation Engineer will work with you to determine the appropriate communication plan for this escalation. During this phase, agreements will be made on communication mode (email, phone call, conference call), frequency, and required attendees for all updates.

How do I cancel the escalation process for a Support Ticket?

Once the support ticket is back on track and making acceptable progress toward resolution, it can be de-escalated. Before the support ticket is de-escalated, the Escalation Engineer will complete the following tasks:

- ✔ Confirm the action plan is acceptable
- ✔ Ensure the troubleshooting or root cause analysis process is on track

Stage 4. Support Ticket Closure

A support ticket is typically closed when you confirm that a resolution is reached, or if Bitdefender does not hear back from you after three attempts to contact you over a five-day period. Bitdefender may also close support tickets if they cannot be resolved, or are chosen not to be resolved, with acknowledgement and agreement from you or your end-user.

Customer Survey Policy

The support that Bitdefender currently offers and future of department quality are mostly based on feedback from customers around the world. In addition, your satisfaction with Bitdefender Enterprise support services is the only way our success is measured. As such, you are invited to complete a satisfaction survey after a support ticket or a remote session is closed. Each short survey sent by email will ask for your feedback in the following areas:

- ✔ Customer service
- ✔ Professional effectiveness, responsiveness and knowledge
- ✔ Resolution time
- ✔ Overall impression

Terms and Conditions for accessing Bitdefender Managed Detection and Response Service.

This Agreement is a legal agreement between you (an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time)) and Bitdefender for the initialization and use of the MDR service, and may include associated media, printed materials and "online" or electronic documentation (hereafter designated as "Documentation"), all of which are protected by international copyright laws and international treaties. Any of your affiliate purchasing hereunder, or using or accessing the MDR hereunder, or benefitting from your use of MDR, will be bound by and comply with all terms and conditions of this Agreement. The Company signing these Agreement will remain responsible for its affiliates' acts and omissions unless otherwise agreed.

MDR SERVICE DETAILS. This Agreement refers to the **Bitdefender Managed Detection and Response Service** hereinafter referred to as the “**MDR**”. To the extent permitted by applicable law, Bitdefender can modify its features, description and/or minimum system requirements, in order to continuously improve the quality and content of the MDR. The access right to MDR are not transferable. You may not grant any transfer, sharing or association with any third party rights in order to benefit of the MDR you purchased from Bitdefender. For the avoidance of any doubt, MDR is solely for Your Internal Use. By way of example and not limitation, Internal Use does not include access or use: (i) for the benefit of any person or entity other than You or your Affiliates or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by You and Your employees or of any your Affiliates, in either event, solely on your behalf and for your benefit.

VALIDITY PERIOD. The MDR validity period is limited, as stated in the MDR documentation, starting with the moment of initial activation and subject to the condition you have activated within the Bitdefender Solutions. (“Validity Period”).

MDR DESCRIPTION

MDR includes the below Services and otherwise described in the Documentation related to the MDR. For clarity purposes, MDR includes specific software as well as cloud-based software or other products offered under any order, the available accompanying API’s, the relevant data, any Documentation and any updates thereto that may be made available by Bitdefender from time to time. Services do not include Professional Services. Professional Services may include, without limitation, incident response, investigation and forensic services related to cybersecurity adversaries, tabletop exercise and next generation penetration tests related to cyber-security.

I. Service Setup Phase

Onboarding: Considering your capacity of ‘Bitdefender Solution customer, the deployment of the Bitdefender Solution shall be reviewed and discussed with Bitdefender representatives, at a mutually agreed time, in order to confirm that the software is correctly deployed. You shall provide us with written documentation establishing your contacts, communication methods and how alerts are processed.

II. Ongoing Services Phase

1. Monitoring potential attacks: Only after the Onboarding, the MDR installation will be monitored 24x7 during the Validity Period.

Potential attacks notifications:

Notifications and Updates. Once a security event has been identified in your Environment, we will provide an initial notification through the agreed communication channels provided by You and provide subsequent updates in the following timeframes based upon our determination of the applicable severity level. We will notify and update you via telephone or ticket depending upon the severity of the situation and consistent with any procedures that have been established and documented with you for your account. The notification times stated below start from the moment when ‘Bitdefender Solution’ has identified a potential breach incident, namely that Bitdefender has (i) identified a potential attack in order for necessary measures to be taken and/or (ii) if the case, request for more information from You. For the avoidance of any doubt, Bitdefender shall use all commercial reasonable efforts to notify as stated in the below response time table, which does not apply until you receive notice that a breach has occurred and that we have assigned the said breach a severity level. Critical and High priority severity levels are not available for non-production systems.

Severity Level (example incidents)	Initial Notification (from event identification)	Update Frequency (after initial notification)
-------------------------------------------	------------------------------------------------------------	------------------------------------------------------

Critical:

- Advanced or Interactive Attacker.
- Advanced Persistent Threat (APT): Nation-State Threat Group or Advanced Cyber-Crime Organization. 30 Min Every Hour
- Data staged for exfiltration. Confirmed data exfiltration.

High:

- High confidence intelligence-driven detections.
- Command line activity spawned by a suspicious process. 30 Min Every Hour
- Web exploits.
- Privilege escalation.
- Credential theft.

Medium:

- High confidence known malware. (Notification Not Required) Notify customer if remediation recommendations require customer approval.
- High confidence malicious document.
- Social engineering of binary files.

Low:

- Low confidence known malware (commodity malware or adware)
- Low confidence malicious documents (Notification Not Required) Notify customer if remediation recommendations require customer approval.
- Command line activity used for common administrative purposes and lateral movement or reconnaissance activity

2. User initiated Alert Review and Validation: The User can, 24/7, access Support channels and inquire about the validity of an incident that they discover; User will be notified that the investigation request has been received and the investigation has started. Bitdefender can ask for more information if needed for the assessment. Once an investigation has been concluded, the User will be notified of the completion of the investigation.

NOTE: The forensic analysis of the attack services are explicitly excluded from the services offered.

III. Reporting

The MDR will provide standard information and reports to you as part of normal business operations including the following types of reports on your Covered Environment:

Realtime Dashboard – A summary of all security events seen in your Covered Environment over the last week.

Monthly Report – Monthly reports include a summary of all security events seen in your Covered Environment for the previous month, including threat hunting and incident summaries

After Action Report – After Action reports are generated for completed incident investigations. They contain the details of the attack, a summary of the actions taken and any recommendations on changes in the environment to help prevent similar incidents in the future

Bitdefender can identify whether there is an attack or not and You can decide how Bitdefender is to react, as per the pre-approved actions the parties have previously envisaged. For the avoidance of any doubt, Bitdefender shall be entitled to perform (i) the pre-approved actions previously detailed and explained to You, both with respect to timeframe for taking such action(s) as well as with respect to all consequences of taking the said actions (including unforeseen consequences which You hereby expressly agree upon); (ii) any other action that You expressly authorize, once you have been notified with respect to the breach. In addition, You expressly acknowledge and agree that Bitdefender has no obligations (including no liabilities and no damages payment) towards You for any and all repercussions in connection with taking any of the (i) or (ii) actions, provided that Your express consent was previously obtained.

PAYMENTS. Orders are non-cancellable. Any order through a reseller is subject to, and Bitdefender obligations and liabilities to You are governed by, this Agreement.

You will pay the fees for MDR directly or indirectly through Bitdefender channel resellers as set forth in the applicable order. Unless otherwise expressly set forth on the order, You will pay the fees stated in the order within 30 days after receipt of the applicable invoice. Except as otherwise expressly provided in this Agreement, all fees are non-refundable.

DELIVERY CHANNELS. Bitdefender may choose to provide the MDR using the following delivery channels: phone, email or remotely accessing your GravityZone Console. During the delivery of the MDR, Bitdefender may, at its sole discretion and without any obligation, capture in different forms (such as, but not limited to: voice recording, written recording, database monitoring) the MDR sessions for quality improvement purposes and/or market research purposes. By accepting this Agreement, you agree to allow Bitdefender to perform such captures, including recordings of any type and to use and process any information resulted from such recordings for MDR improvement purposes, for marketing research or training purposes and in order to respond to any legal or regulatory requirements, in compliance with the applicable laws.

PREREQUISITES

For using the MDR, You need to have a valid activated license to Bitdefender Solution. In addition, You need to have a valid MDR subscription.

MDR AVAILABILITY. Bitdefender will make operationally and commercially reasonable efforts to make the MDR available on a 24/7/365 basis. However, the MDR delivery may be limited to some geographic regions or may suffer interruptions due to technical maintenance or Internet provider issues; independent of Bitdefender's control. By accepting this Agreement, you agree to grant Bitdefender's representatives the following rights: (i) To use whatever support or remote access tools are necessary to investigate the incident(s); (ii) To install Bitdefender proprietary or third party licensed remote access tools, for the sole scope of providing the MDR; (iii) To access your computer remotely and modify settings and configurations, including installing or removing specific items, in order to solve a problem or diagnose more complex problems, either as a result of a pre-approved action or as a direct response to Your indications; (iv) To gather data from your devices only for the purpose of providing the MDR and as a part of problem diagnosis process.

As a result of using the MDR Services, including specific MDR support sessions, Bitdefender can remove any remote access tools software installed on your computer for the scope of providing the MDR; however, by accepting

this Agreement you are informed and expressly accept the fact that there might be residual files left on your computer as a consequence of usage of the support and/or remote tools.

In addition, it is Your sole responsibility to check whether any residuals impact You in any way and to resolve any and all potential consequences of such residuals. Bitdefender hereby accepts no liability whatsoever with respect to any residuals.

Restrictions. The access and use rights set forth in do not include any rights to, and you will not, with respect to any MDR (or any portion thereof): (i) alter, publicly display, translate, create derivative works of or otherwise modify MDR and Bitdefender Solutions; (iii) sublicense, distribute or otherwise transfer MDR and Bitdefender Solutions to any third party; (iv) allow third parties to access or use MDR and Bitdefender Solutions except for as expressly permitted herein; (v) create public Internet “links” to MDR and Bitdefender Solutions or “frame” or “mirror” any MDR content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for MDR and Bitdefender Solutions (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to MDR or its related systems or networks; (vii) use MDR to circumvent the security of another party’s network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; (viii) remove or alter any notice of proprietary right appearing on MDR and Bitdefender Solutions; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of MDR; (x) cause, encourage or assist any third party to do any of the foregoing. Customer agrees to use the MDR in accordance with laws, rules and regulations directly applicable to Customer and acknowledges that Customer is solely responsible for determining whether a particular use of MDR is compliant with such laws.

For the MDR and Bitdefender Solutions requiring user accounts, only the single individual user assigned to a user account may access or use it. You are liable and responsible for all actions and omissions occurring under your and your user accounts for MDR.

You authorize Bitdefender to give your own suppliers/contractors who provide You services for internal use, the rights and privileges to the Bitdefender Solutions and MDR necessary to enable and provide for your use and receipt of the its services to You. If at any time You will revoke this authorization, then You are responsible for taking the actions necessary to revoke such access and use in Bitdefender Solutions and MDR and You will disable the its access to Bitdefender Solutions and MDR within a reasonable period of time. If You would need Bitdefender assistance, please contact Bitdefender support.

DISCLAIMER. Your suppliers/contractors remain responsible for their acts and omissions during such time. The Bitdefender Solutions and MDR is not conditional upon suppliers/contractor’s usage. Bitdefender is not responsible or liable for any loss, costs or damages arising out of their actions or inactions in any manner, including but not limited to, for any disclosure, transfer, modification or deletion of your data. Bitdefender: (i) does not control, monitor, maintain or provide support for Your suppliers/contractors, (ii) disclaims all warranties of any kind, indemnities, obligations, and other liabilities in connection with Your suppliers/contractors services provided to You, and any of Your suppliers/contractors interface or integration with the Bitdefender Solutions and MDR. You hereby acknowledge and agree that Bitdefender cannot be held liable for any services and related features provided by your supplier/contractors which might no longer be available to You for any reason. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

You should not give or allow Your suppliers/contractors access to, or use of, intelligence reports provided by, or made accessible in the Bitdefender Solutions or MDR.

FREE, TRIAL OR BETA SUBSCRIPTION. If You are a trial or beta user, You may use MDR for evaluation or testing purposes in a non-production environment for the limited period announced to you, from the date You initiate MDR (the "Trial Period"). During the Trial Period, You can receive web or email based technical support in the country where You are located and Updates, if applicable, without any guarantee or warranty of any kind.

THE PROVISIONS OF THE SECTION, APPLY IN LIEU OF SECTION WARRANTIES WITH RESPECT TO ANY FREE/TRIAL AND BETA SOLUTIONS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MDR AND BITDEFENDER SOLUTION USED FOR EVALUATION AND BETA PURPOSES OR BETA SOLUTIONS ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OF ANY KIND.

Your right to use MDR or Bitdefender Solution ends when the Evaluation or Beta Period ends or if You violate any term of this Agreement. Upon termination of the Evaluation or Beta Period, You must delete or destroy all copies of Bitdefender Solution and Documentation and stop using the MDR. Your obligations and rights under this Agreement will continue to apply after the end of the Evaluation or Beta Period.

LIMITATIONS. You are responsible for middleware, miscellaneous software and software applications installation. This responsibility covers correct licensing, configurations control, administration and operations readiness. You are responsible for the installation, operation, maintenance and support of any software that is not expressly under the sole responsibility of Bitdefender. You agree to inform Bitdefender via email about the progress of the site preparation, delivery, installation, configuration and completion of the tests of the configuration.

If you request any change to MDR services, the Parties can evaluate and agree upon such changes via a separate document, expressly specifying the adjustment and the new commercial conditions.

You acknowledge that technologies are not universally compatible and that there may be limitations. You understand and agree that You have the sole responsibility for maintaining and backing up your data. In all cases, You agree to hold Bitdefender harmless from any losses resulting from the loss of data during the performance of MDR Services or otherwise. In addition, you are solely responsible for the password protection of your passwords and in no way shall Bitdefender be responsible for any password loss, password change or password incompatibility, even if such password was initially generated by Bitdefender or any third party software. Please be advised that in such scenario (i.e. a generated password), we strongly advise you to change such automatically generated password after first introducing it along with any other credentials into any piece of software. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

PROPRIETARY RIGHTS. Bitdefender or its licensors or suppliers retain ownership of all proprietary rights in the MDR and any and all associated materials and services, documentation, deliverables and in all trade names, knowhow, trademarks, copyright associated or displayed with the MDR, This Agreement only gives You limited, non-exclusive, non-transferable rights to use the MDR for your own internal use and not for any commercial activities. Unless an applicable law gives you more rights despite this limitation, You may use the MDR only as expressly permitted in this Agreement. No service or deliverable provided by Bitdefender shall be considered "Work for Hire" or "Works made in the course of duty," or any other similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor.

EXPIRATION. Your right to benefit of the MDR ends when the MDR Validity Period ends or if You violate any term of this Agreement.

After the specified MDR Validity Period has expired, you have no further right to receive any MDR services without the purchase of a new MDR subscription.

COPYRIGHT. All rights, titles and interest regarding the MDR and including but not limited to know-how, images, photographs, logos, data, deliverables, animations, video, audio, music, text, "applets" and all accompanying printed materials are owned by Bitdefender or its licensors. The MDR services are protected by know-how and should be deemed as a trade secret and together with its components are also protected by copyright laws and international treaty provisions. You may not copy the printed materials accompanying the MDR. You must

produce and include all copyright notices in their original form for all copies created irrespective of the media or form in which the MDR exists. You may not rent, sell, resell, loan, lease, share or otherwise transfer, with or without consideration the MDR. You may not allow third parties to benefit from the use or functionality of the MDR via a timesharing, service bureau or any other similar arrangements.

FEEDBACK. It is expressly understood, acknowledged and agreed that you shall, regardless of whether or not formally requested to do so, provide to Bitdefender reasonable suggestions, comments, testimonials and feedback regarding the MDR, including but not limited to usability, bug reports and test results, with respect to MDR testing (collectively, "Feedback"). If you provide such Feedback to Bitdefender, you shall grant Bitdefender the following worldwide, exclusive, perpetual, irrevocable, royalty free, fully paid up rights: (i) to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of any solution, technology, service, specification or other documentation (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of MDR; (iii) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; and (iv) to sublicense to third parties any claims of any patents owned or licensable by You that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates or communicates with the feedback or portion thereof incorporated into a Yonly, technology or service. Further, you warrant that your Feedback is not subject to any license terms that would purport to require Bitdefender to comply with any additional obligations with respect to MDR that incorporate any Feedback.

LIMITED WARRANTY. Bitdefender warrants to You that it will perform MDR in a professional and workmanlike manner consistent with generally accepted industry standards. You must notify Bitdefender of any warranty claim for MDR during the period the MDR Services are being performed or within 30 days after the conclusion of that service. Your sole and exclusive remedy and the entire liability of Bitdefender for its breach of this warranty will be for Bitdefender, at its option and expense, to (a) use commercially reasonable efforts to re-perform the nonconforming service, or (b) refund the portion of the fees paid attributable to the non-conforming services.

Express warranties do not apply if the applicable service or Bitdefender Solutions: (i) has been modified, except when such modification was performed by Bitdefender, (ii) has not been installed, used, or maintained in accordance with this Agreement or Documentation, or (iii) is non-conforming due to a failure to use an applicable Update. If any part of an applicable service or Bitdefender Solutions references websites, hypertext links, network addresses, or other third-party information, services or activities, it is provided as a convenience only.

Bitdefender does not warrant that the Bitdefender Solutions and MDR will be uninterrupted or error free or that any errors will be corrected. Bitdefender does not warrant that the MDR will meet your requirements. This limited warranty is void if the alleged defect is a result of an accident, abuse, or misapplication. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BITDEFENDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MDR, ANY SERVICES OR PRODUCTS, INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES, ENHANCEMENTS, MAINTENANCE OR SUPPORT RELATED THERETO, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) OR SERVICES SUPPLIED. BITDEFENDER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF DATA, FALSE POSITIVES OR FALSE NEGATIVES, DEVICE FAILURE OR MALFUNCTION, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, ACCURACY OF DATA, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY FILTERING, DISABLING, OR REMOVING SUCH THIRD PARTY'S SOFTWARE, SPYWARE, ADWARE, COOKIES, EMAILS, DOCUMENTS, ADVERTISEMENTS OR THE LIKE, WHETHER ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR TRADE USAGE. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

YOU SHALL BE SOLELY RESPONSIBLE FOR PROPER BACK-UP OF ALL DATA AND FOR TAKING TAKE APPROPRIATE MEASURES TO PROTECT ALL SUCH DATA. BITDEFENDER ASSUMES NO LIABILITY OR RESPONSIBILITY WHATSOEVER IF DATA IS LOST OR CORRUPTED.

Bitdefender is also acting on behalf of its partners for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided under this Agreement. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. BITDEFENDER'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE FEES YOU HAVE PAID BITDEFENDER FOR THE ALLEGEDLY DEFICIENT BITDEFENDER SOLUTION OR SERVICES UNDER THIS AGREEMENT AS SPECIFIED IN YOUR ORDER. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO CASE SHALL BITDEFENDER'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY YOU FOR BITDEFENDER SOLUTION. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

You agree that (i) You are the legal holder of the benefits of the MDR and (ii) the decision of initiating the MDR, any action you instruct Bitdefender to take and the results of this action or using the internet connections is solely at Your own risk. Therefore, by initiating the MDR, you warrant and confirm that you (a) have full and legal access to the hardware and software and any environment that are allocated for MDR purposes, including, without limitation, MDR installation, deployment, use and (b) have completed a back-up onto separate media of any software or data on the environment that may be impacted by the MDR.

You are solely responsible for maintaining and backing up all information, data, text or other materials (collectively "customer data") and software stored on your computer and storage media before initiating the MDR. You acknowledge and agree that Bitdefender or its partners have no responsibility or liability under any circumstances at any time for any loss or corruption of customer data, software or hardware that may arise out of the MDR. You acknowledge and agree that Bitdefender does not provide backup copies or support installation.

BITDEFENDER DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE, (ii) FRAUDULENT MISREPRESENTATION, OR (iii) ANY OTHER LIABILITY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

INDEMNITY. Bitdefender shall indemnifies and keeps you harmless from any claim by a third party that your use or possession of the Bitdefender Solution and MDR, in accordance with the terms and conditions of this Agreement, infringes any third party patent, trademark or copyright and shall pay and indemnify any damages awarded to such third party by a court of competent jurisdiction as a result of such claim. The foregoing obligation of Bitdefender does not apply with respect to software, services or portions or components thereof: (i) not supplied by Bitdefender; (ii) used in a manner not expressly authorized by this Agreement or the accompanying Documentation (iii) made in accordance with your specifications; (iv) modified by anyone other than Bitdefender, if the alleged infringement relates to such modification; (v) combined with other products, processes or materials where the alleged infringement would not exist but for such combination; (vi) any third party software or services or (vii) where you continue the allegedly infringing activity after being notified thereof and provided with modifications that would have avoided the alleged infringement.

In the event the Bitdefender Solution or MDR is held by a court of competent jurisdiction to constitute an infringement Bitdefender shall, at its sole option, do one of the following: (i) procure the right to continued use; (ii) modify the Bitdefender Solution so that their use becomes non-infringing; (iii) replace the MRD or Bitdefender Solution with substantially similar products in functionality and performance; or (iv) if none of

the foregoing alternatives is reasonably available to Bitdefender, Bitdefender shall refund the pro-rata unused portion of the MDR or Bitdefender Solution.

The Parties may request indemnification under this provision, provided they: (a) give notice within ten (10) days of any claim being made or proceedings being issued against; (b) give sole control of the defense and settlement to the indemnifying party (provided any settlement relieves the indemnified party of all liability in the matter); (c) provide all available information and reasonable assistance; and (d) have not previously compromised or settled such claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

CONFIDENTIALITY. Neither Party shall disclose any confidential and/or proprietary information belonging to the other party unless agreed in writing by the said party. This obligation shall not apply to information received which: (i) is or becomes known by the recipient without an obligation to maintain its confidentiality; (ii) is or becomes generally known to the public through no act or omission on the part of the recipient; or (iii) is independently developed by the recipient without the use of confidential or proprietary information; (iv) must be disclosed to any government authority or court of law as a result of a court order. In the event that either Party is required to disclose confidential and proprietary information pursuant to law, it shall notify the other Party of the required disclosure. Each Party agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents on a need to know bases and who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement. You acknowledges that a breach of this. "Confidentiality" section shall cause Bitdefender irreparable injury and damages. Therefore, you agree that such breach may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to Bitdefender at law or in equity without the posting of a bond.

ELECTRONIC COMMUNICATIONS. Bitdefender may send you legal notices and other communications about the subscription services or our use of the information you provide us within the MDR services ("Communications"). Bitdefender will send Communications via in-product notices or via email to the primary user's registered email address or will post Communications on its Sites. The legal basis for sending these communications are this agreement (for the transactional communications) and the legitimate interest for marketing with the current customers (for the commercial communications).

PRIVACY POLICY & GDPR.

With respect to personal data collected by Bitdefender Solution and Services (including MDR) from your Users and the applicable data protection legislation governing this relationship Bitdefender together with You are joint controllers. Bitdefender acts as a data controller in relation to the personal data collected through its products and services sold to/through Business Clients only for the purposes of ensuring information and network security, including support activities for this purpose (only in specific cases, when support activities are included in the specific contract with Bitdefender). The Users also act as data controllers in relation to the personal data they might have access at through the Bitdefender's Products and Services, including MDR for purposes of ensuring information and network security. For any other potential purposes that Business users may decide upon internally on their own, Business Clients and Service Providers (and their Clients) act as separate and independent data controllers, collecting personal data from another source, meaning Bitdefender's products and services.

The joint controllers will be each independently and separately responsible for respecting the GDPR provisions, including lawful processing of personal data, informing service users on the use of their personal data, the security of such personal data and making sure service users can exercise their rights, according to the Joint Controllers Arrangement available here: <https://www.bitdefender.com/media/materials/legal/Joint-ControllersArrangement.pdf>.

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TECHNOLOGIES. Bitdefender informs you that in certain programs or products it may use data collection technology in order to collect technical information (including suspect files), solely to (i) improve the products, (ii)

provide related services, (iii) adapt them to the latest industry trends and (iv) prevent the unlicensed or illegal use of the product or the damages resulting from any malware products identified.

Bitdefender may use such data collected / resulting information as part of the services provided in relation to the product and to prevent and stop the malware programs running on your environment. You acknowledge and agree that the security technology used can scan the traffic in an impersonal mode to detect the malware and to prevent the damages resulting from the malware products.

Bitdefender may provide updates or additions to the program or product which automatically download to your device. You agree that some of the executable files considered potentially harmful, may be submitted to Bitdefender servers for the purpose of such files being scanned.

More details about the technical data collected are available on Bitdefender websites.

Bitdefender reserves the right to collect certain information from the computer on which MDR it is installed, depending on the modules and services You have activated in MDR or Bitdefender Solution. Such information may pertain to potential security risks as well as to URLs of websites visited that the Bitdefender Solution and Services deems potentially fraudulent. The URLs could contain personally identifiable information that a potentially fraudulent website is attempting to obtain without Your permission. As such, You agree that certain Product modules, services and components may collect pieces of data from your systems for the purpose of evaluating and improving the ability of Bitdefender's products to detect malicious behavior, potentially fraudulent websites and other Internet security risks. Bitdefender also employs proprietary Cloud technologies to perform scanning on certain URLs, files or emails submitted from your systems.

FORCE MAJEURE. Neither Party shall be in breach of the Agreement in the event it is unable to perform its obligations as a result of a natural disaster, war, emergency conditions, strikes, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or condition beyond its reasonable control. If such reasons or conditions remain in effect for a period of more than thirty (30) calendar days, either Party may terminate the Agreement affected by such force majeure following the written notice to the other Party.

EXPORT: MDR and Bitdefender Solutions are designed for commercial use. The EU and US export laws and any other applicable export regulations ("Export laws") apply to Bitdefender Solutions and Services. You agree that Export laws shall govern Your use of the MDR or Bitdefender Solutions provided under this Agreement and You agree to comply with all Export laws. You agree that no data, information, software programs, services and/or materials resulting from the MDR and Bitdefender Solutions will be exported, directly or indirectly, in violation of Export laws, or will be used for any purposes prohibited by Export laws and You agree to indemnify and hold Bitdefender harmless from and against claims, losses, costs, or liability, arising in connection with Your breach of these obligations.

GENERAL. This Agreement is governed by the laws of the United States of America.

Nothing in this Agreement will diminish any rights You may have under existing applicable laws in Your jurisdiction that may not be waived by contract.

In the event of invalidity of any provision of this Agreement, the invalidity shall not affect the validity of the remaining portions of this Agreement.

This Agreement describes certain legal rights. You may have other rights under the laws of Your state or country. You may also have rights with respect to the party from whom You acquired the Bitdefender Solution or Services including MDR. This Agreement does not change Your rights or obligations under the laws of Your state or country if the laws of Your state or country do not permit it to do so.

Bitdefender reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to your use of this MDR and Bitdefender Solution. This means that Bitdefender may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation in compliance of the applicable legislations.

Bitdefender and Bitdefender logos are trademarks of BITDEFENDER. All other trademarks used in the product or in associated materials are the property of their respective owners.

Bitdefender retains the right to assign this Agreement in accordance with FAR 42.12. You may not assign this Agreement without the prior written permission of Bitdefender.

If any part of the Agreement is found void and unenforceable, it will not affect the validity of the rest of the terms and conditions under this Agreement, which shall remain valid and enforceable. In case of controversy or inconsistency between translations of the Agreement to other languages, the English version issued by BITDEFENDER shall prevail.

Contact BITDEFENDER: <https://www.bitdefender.com/business/customer-portal/enterprise-standard-support.html>.
Legal Notices: legal@bitdefender.com.

B. Privacy Policy for Bitdefender Business Solutions

Version 3.0, adopted on 08.05.2018

The document explains the personal data we collect, how and where we may use it, how we protect it, who has access to it, with whom we share it, and how you may correct it. This privacy policy applies only to Bitdefender Business Solutions managed by Bitdefender, The anti-theft services have additional privacy policies, which are detailed in Chapter 7. If you are Home user or you visit our websites, check our public privacy policy on what personal data we may process available on our website <https://www.bitdefender.ro/site/view/legal-privacy.html>

1. General information

S.C. BITDEFENDER S.R.L. (“Bitdefender”), with its official headquarters in Bucharest, 6th District, 15A Sos. Orhideelor, Orhideea Towers Building, 9-12 floors, registered in the Bucharest Trade Register with number J40/20427/2005, fiscal code RO18189442, e-mail privacy@bitdefender.com processes personal data in agreement with the Romanian data protection legislation and the EU GDPR – General Data Protection Regulation (Regulation 2016/679). Our Data Protection Officer can be found at the following contacts: Bitdefender’s Data Protection Office – privacy@bitdefender.com, Phone: 4021 -206.34.70 Bitdefender offers data security solutions and services. Our main goal is ensure information and network security by providing quality solutions and services in these areas while also respecting privacy and personal data of customers, Internet users and business partners. For this purpose, we collect only that personal data absolutely necessary for the specified purposes, on a best efforts basis. For the collected information and data, we strive to apply adequate solutions to anonymize it, or at least to pseudonymize it. Our main principle applied to the data we collect is anonymization of all technical data that can be used by Bitdefender only for the specified purposes below. In cases where perfect anonymization of technical data is not technically possible, the potential identification of a user is extremely unlikely to happen. Personal data according to the European legislation definition (Regulation 2016/679) means: “any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;” In this context, Bitdefender processes personal data from its Bitdefender Business Solutions for the sole purpose of ensuring network and information security by:

- Ensuring correct and efficient operation of Bitdefender Business Solutions, according to the technical specifications and license details, and for their improvement, including analyzing the reported IT security issues, delivering and customizing the related services to the Data Subjects needs and developing new technologies;

- if the contract with the Business Client includes this feature, offering support or counseling to the Data Subjects of Bitdefender Business Solutions, if the data subject specifically demands it.
- if the contract with the Business Client includes this feature, offering support or counseling to the Data Subjects of Bitdefender Business Solutions, if the data subject specifically demands it.

2. Personal data collected

All personal data collected by Bitdefender is recorded, stored, used, and managed on protected servers, as well as on other devices that allow these operations with standard industry security measures. Also, all Bitdefender's websites are hosted on protected servers having standard industry security measures. Bitdefender may collect personal information from data subjects, as users of Bitdefender Business Solutions which is limited to technical and licensing data, which sometimes may include personal data:

- Personal data directly provided by a Partner/Clients when creating an account;
- technical data sent by the Bitdefender Business Solutions installed by Partners/Clients.

2.1 Personal data directly provided by a Partner/User

– for example, when a license is provided to you, your employer or partner may share with us your business contacts, such as email address or phone number so we can contact you with updates, notices, or to provide support. Also, when you access the Support Center, we may ask for a valid email address or a phone number and/or other technical information to communicate with you in providing support. All such data is being used to provide a specific user with a license to use Bitdefender Business Solutions, for solving a request or complaint you addressed to us, or for offering technical support. Bitdefender may also ask for other data that could be considered personal data, if necessary for solving the information security problem you sought help on. More details will be shared when using a specific communication tool with us. The data used for licensing information is kept for the duration of the contract, plus five years after its expiration to be able to defend any legal complaints on contractual issues. The data used for support services is kept for different periods of time, depending especially if the problem has been solved and the exact method of communication with the support services, but in no case the data will be kept for more than five years after the last communication took place, to be able to defend any legal complaints on contractual issues.

2.2. Technical data sent by Bitdefender Business Solutions

– when you use Bitdefender Business Solutions it is possible to share with us some technical details, such as data for identifying the device (UDID), the infected URL you reported, or IP addresses. If you use a Bitdefender Business Solutions that integrates with your email server, some technical data of the infected files could be send to us, including data such as sender, recipient, subject, or attachment. In most cases, these technical data may not lead to your direct or indirect identification, but in some very specific cases computer specialists might be able to identify a specific computer. Therefore, we treat all such information as personal data and protect it as such. This information is solely used for the purpose of securing information and networks by correct and efficient operation of our Solutions and services, according to the technical specifications, and their improvement, including by analyzing the reported security issues. This includes delivering and customizing related services. Also, we may use this information for statistical purposes and improving the quality of our Solutions. This data is stored for a limited period, depending on its usefulness for the current information security needs. Based on the current speed of technology, we will not need them for over 10 years from the day of the collection.

3. Legal basis and other details for personal data processing

Bitdefender processes personal data from its Bitdefender Business Solutions based on legitimate interests of Bitdefender, but also the legitimate interests of the Data Subjects that it aims to protect for the sole purpose of ensuring network and information security, as explained in the Recital 47 of the GDPR. How this data processing is managed, it will not affect the interests or fundamental rights and freedoms of the data subject that require protection of personal data. As explained above, we apply the principle of “data minimization” to the collected data, so that all data collected is anonymized by default. As a leader in information security services, confidentiality and data protection are of vital importance for us. Access to the collected personal data is restricted to Bitdefender employees and data processors that need access to this information, as explained below. All Bitdefender information security policies are ISO 27001 certified.

Bitdefender sometimes uses other IT companies to process the collected personal data but only when needed, for the sole purpose of allowing them to conduct Bitdefender business. . These companies are considered data processors and have strict contractual obligations to keep the confidentiality of the processed data and to offer at least the same level of security as Bitdefender. Data processors have the obligation not to allow third parties to process personal data on behalf of Bitdefender and to access, use and/or keep the data secure and confidential. At the same time, Bitdefender may store personal data in European Union countries, as well as in any other jurisdiction which offers adequate level of personal data protection according to European Union standards, such as US companies that are part of the US-EU Privacy Shield

For the Bitdefender Business Solutions, most of the data is hosted and managed internally. But for certain data, we may use the following data processors for hosting services based in Romania, Ireland, and USA. For support services, if applicable, the following data processors may be used:

- for Live channels communication we use data processors from Poland, Romanian and US for purposes of live chat and call centers.
- for off-line channels communication we use data processors from Ireland and USA for hosting the data.

All the data hosted are mostly hosted in the EU. However, certain data might also be hosted in the US by processors certified under the US-EU Privacy Shield. Due to confidentiality obligations the specific information regarding the processor used will be provided to competent authorities.

4. Who has access to personal data

In principle, Bitdefender will not reveal any personal data about its Data Subjects to third parties with the exceptions mentioned above. However, Bitdefender may reveal personal data to competent authorities, upon their request according to the applicable laws or when this is necessary to protect the rights and interests of our clients and Bitdefender.

5. Your personal data rights

According to GDPR, data subjects have the right to access to data, right to rectification, right to erasure and the right not to be subject to individual decisions. Data subjects also have the right to restriction of personal data processing and to request the deletion of the collected personal data, as well as the right to data portability. To exercise these rights, you may send a written request, dated and signed, to the Bitdefender DPO or via email to privacy@bitdefender.com Data subjects also have the right to lodge a complaint with a supervisory authority and the right to address a court.

6. Other joint data - controllers

If you use our Bitdefender Business Solutions, then it is possible that another company (either your employer as our business Client or a Partner that includes our services) is also a joint data controller for some of the data collected by the Bitdefender Business Solutions, especially those available in the Bitdefender GravityZone Console for the purpose of information security. According to our joint controllers arrangement with them, these companies have the full responsibility for the personal data processed by them and need to inform you on all aspects of their personal data processing, including legal basis for data processing and purposes of collection, including the purpose of information security.

7. Additional information regarding personal data collection of Anti-theft services of Bitdefender Business Solutions

This chapter complements the privacy policy with specific information regarding processing information that may be personal data and that is collected by Bitdefender for the anti-theft services, if those are active within the Bitdefender Business Solutions that you use. Some of Bitdefender Business Solutions include an anti-theft service option designed for both mobile phone solutions as well as for tablets and laptops. Once activated and configured, the anti-theft option can track in real time via geo-localization the lost or stolen device. This Bitdefender service offers the localization option as well as other connected options such as remote blocking of the device, deleting the entire content of the device, or taking photos of the person who is accessing the phone without authorization. If the anti-theft services are activated, Bitdefender may receive personal data such as geo-localization data either from GPS, GSM cells, Wi-Fi usage, or IP address. The only purpose of processing this data is information security via the Bitdefender anti-theft service . For the purpose of identifying the precise location, we may use third party processors. All the data are mostly hosted on the EU territory. However, certain data might also be hosted in US by processors certified under the US-EU Privacy Shield. All geo-localization information is kept for as long as the anti-theft service is active and will be deleted when the service is deactivated. Thus, the Admin of a Bitdefender Solution may have administration rights for Bitdefender services and Solutions. Therefore, on the devices where the anti-theft services are installed, he/she can operate commands remotely. In this regard, it is the responsibility of the Admin to ensure that he/she can fulfill these actions from a legal standpoint and that he/she has the right to know the location, to take pictures remotely, to block or delete the device' content or to interact in any way with it.

8. Publication date

The privacy policy has been adopted 8 May 2018

C. Personal Data Notice for Business Contacts of the Clients/Partners

This privacy notice applies only to data collected, processed or managed by Bitdefender of the business contacts of companies, as customers of the Bitdefender solutions (“Clients) or the partners like xSP, licensees, resellers, distributors (“Partners”), hereinafter referred as “Business Contacts”.

This notice does not apply to personal data collected by its solutions or websites.

The document describes the personal data we collect, how and where we may use it, how we protect it, who has access to it, with whom we share it, and how you may correct it.

1. General information

S.C. BITDEFENDER S.R.L. (hereafter mentioned as Bitdefender), with its official headquarters in Bucharest, 6th District, 15A Sos. Orhideelor, Orhideea Towers Building, 9-12 floors, registered in the Bucharest Trade Register with number J40/20427/2005, fiscal code RO18189442, e-mail privacy@bitdefender.com processes personal data in agreement with the Romanian data protection legislation and the EU GDPR – General Data Protection Regulation (Regulation 2016/679) Our Data Protection Officer can be found at the following contacts - Bitdefender’s Data Protection Office – privacy@bitdefender.com, Phone: 4021 -206.34.70

Bitdefender offers data security solutions and services. Our main goal is to provide information and network security by providing quality solutions and services while respecting privacy and personal data of customers, Internet users, and business partners.

This personal data notice describes what data we process as business contacts and how we may use it. Most of the business contacts are not personal data, as they relate to the organization's data (e.g we might collect data such as name, surname, email or phone number). Even though these data are being collected as Business Contacts , they may be used to identify the data subjects and therefore we treat them as personal data.

2. Personal Data Collected

In this context, Bitdefender processes personal data from its business contacts for the following purposes:

- as contact data for the organizations that have contracts (or have taken steps to conclude a contract) for Bitdefender Solutions and services or its resellers;
- invoicing and reporting;
- support or counseling to these business contacts on commercial or solution issues;
- marketing activities for Bitdefender and not third parties;
- statistical analysis and market analysis, based on aggregated data.

2.1. Personal data directly provided by a Client/Partner

– when you login to your Bitdefender account, we might ask your name, surname and/or email address, together with other data from your organisation. Also our partners may share with us your business contact information, such as email address or phone number, in order to provide you with a valid license or instructions for terminating a contract with us.

Also, when you access any support services, we may ask for a valid email address or a phone number and/or other commercial information so that we may coordinate the support with you. All these data are being used to provide a specific company/partner with licenses to use our solutions or to sell them, for solving a request or complaint you addressed to us, or for offering sales and technical support. The data used within the contracts and invoicing is kept for different periods of time, depending of the nature of the business relation but in no case the data will be kept for more than ten years after the business relationship has ended to defend or bring any legal complaints. The data used for support services is kept for different periods of time, depending especially if the problem has been solved and the exact method of communication, but in no case the data will be kept for more than five years after the last communication took place to defend or bring legal complaints.

3. Legal basis and other details for personal data processing

Bitdefender's basis for processing personal data is:

- contractual basis and legal obligations, for data necessary for contractual purposes (including support);
- As a leader in information security services, confidentiality and data protection are of vital importance for us. Access to the collected personal data is restricted to Bitdefender employees and data processors which need access to this information, as explained below. All Bitdefender information security policies are ISO 27001 certified.

Bitdefender sometimes uses other IT companies to process the collected personal data when this is needed for the sole purpose of allowing them to conduct Bitdefender business. These companies are considered data processors and have strict contractual obligations to keep the confidentiality of the processed data and to offer at least the same level of security as Bitdefender. Data processors have the obligation not to allow third parties to process personal data on behalf of Bitdefender and to access, use and/or keep the data secure and confidential. At the same time, Bitdefender may store personal data in European Union countries, as well as in any other jurisdiction which offers adequate level of personal data protection according to European Union standards, such as US companies that are part of the US-EU Privacy Shield.

For the Bitdefender Business Solutions, most of the data is hosted and managed internally. But for certain data, we may use the following data processors for hosting services based in Romania, Ireland, and USA.

Only for support services, if applicable, the following data processors may be used: a. for Live channels communication we use data processors from Poland, Romania, and US for purposes of live chat and call centers. b. for off-line channels communication we use data processors from Ireland and USA for hosting the data. We store data in the EU. Some data might also be hosted in US solely by processors certified under the US-EU Privacy Shield. Due to confidentiality obligations the specific information regarding the providers used will be provided to competent authorities.

4. Who has access to personal data

Bitdefender will not reveal the personal data of Data Subjects to third parties with the exceptions explained in this document or as provided by law. Law enforcement: In certain cases Bitdefender can disclose personal data to competent authorities as it may be necessary for Bitdefender to disclose personal data to government officials or otherwise as required by applicable law. No personal data will be disclosed to any law enforcement authority except in response to: i) a subpoena, warrant or other process issued by a court of competent jurisdiction; ii) a legal process having the same consequence as a court-issued request for information, were refusing to provide such information, it would be a breach of law, and be subject to liabilities for failing to honor such legal process; iii) Where such disclosure is necessary to enforce Bitdefender's or your legal rights pursuant to the laws of the jurisdiction from which such information was gathered; iv) request for

information with the purpose of identifying and/or preventing cybercrime complying with applicable laws; or v) where such disclosure is necessary to prevent or lessen a serious and imminent threat of bodily harm to the data subject.

5. Your personal data rights.

According to GDPR, data subjects have the right to access data, right to rectification, right to erasure, and the right not to be subject to automated decisions. Data subjects also have the right to restrict personal data processing and to request the deletion of the collected personal data, as well as the right to data portability and to reject profiling. To exercise these rights, send a written request, dated and signed, to the Bitdefender DPO or via email to privacy@bitdefender.com. The data subjects also have the right to lodge a complaint with a supervisory authority and the right to address a court.

6. Other joint data - controllers

If you use our Bitdefender's Business Solutions, it is possible that another company (e.g. Partners that include our services in their offering) is also a joint data controller for some of the data collected by Bitdefender. According to our arrangement with joint controllers, we have obligated these companies to inform you on all aspects of their personal data processing, including legal basis for data processing and purposes of collection.

7. Publication date

This personal data notice has been adopted on 8 May 2018

A. Joint Controllers Arrangement Version 1.0-updated on May 7th, 2018.

In brief: The document describes the role of Bitdefender and: i) its customers of the Bitdefender solutions and services ("Clients"); ii) its partners like xSP, licensees, resellers, distributors ("Partners") and iii) the end Data Subjects of the Bitdefender Business Solutions such as employees, contractors, using a Bitdefender solution ("Data Subjects") when using Bitdefender solutions and services for Business ("Bitdefender Solutions") regarding the application of the EU GDPR's requirements from 25 May 2018 relating the personal data collected by the Bitdefender Business Solutions. When collecting data from Bitdefender Solutions, Bitdefender applies the GDPR's "data minimisation" principle by strictly collecting only relevant data for the Bitdefender Solutions to work properly. Therefore most of the data collected is being anonymized by default. In most of cases, the user and technical data may not lead to direct or indirect identification of a person in any circumstance, but in some very specific cases computer specialists might be able to use some specific parts of the information to identify a specific user, with the help of other public or private databases. Bitdefender and the Clients or Partners are joint controllers as follows: 1. Bitdefender acts as a data controller in relation to the personal data collected through its Bitdefender Solutions used by Clients (directly or through Partners) only for the purposes of ensuring information and network security, including support activities for this purpose (only in specific cases, when support services are included in the specific contract with Bitdefender). 2. The Clients and Partners (and their Clients) also act as data controllers in relation to the personal data they might have access through the Bitdefender Business Solutions for purposes of ensuring information and network security. 3. For any other potential purposes that Clients and Partners (and their Clients) may decide internally on their own, Clients and Partners (and their Clients) act as separate and independent data controllers, collecting personal data from another source than Bitdefender Business Solutions. The joint controllers are each independently and separately responsible for the respecting the GDPR provisions, including lawful processing of personal data, informing Data Subjects about the use of their personal data, securing personal data, and ensuring Data Subjects can exercise their rights. For more details on what technical data we collect with Bitdefender Business Solutions check our Data Collection Policy 2.0 for Cloud – Chapters Collected data Point B or check our Data Collection Policy 2.0 for On Premise – Chapters Collected data Point B-Technical information. In detail: 1. Roles and Responsibilities 1.1 Bitdefender and its Clients and Partners are joint controllers for the personal data collected through Bitdefender Solutions for business, according to article 26 of GDPR for the purposes of ensuring information and network security. 1. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27

April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

1.2The joint controllers will be separately responsible for the respecting the GDPR provisions, including lawful processing of personal data, informing service Data Subjects about the use of their personal data, securing personal data, and ensuring service Data Subjects can exercise their rights.1.3Bitdefender will be responsible for the security of the personal data collected through Bitdefender Solutions.2.Purpose2.1Bitdefender processes personal data for the sole purpose of ensuring network and information security, including support services for this purpose (only in specific cases, when support services are included in your contract with Bitdefender). Bitdefender is responsible according to GDPR and this arrangement only for the usage of personal data of the data subjects for the above-mentioned purpose.2.2Clients and Partners that processpersonal data might have access through the Bitdefender Solutions mainly for purposes of ensuring information and network security, but they could also use it for other potential purposes they decide on their own. According to GDPR, Clients and Partners will be responsible to the data subjects for all obligations on data processing, including providing a legal basis for their data processing, defining the purposes of collection and informing the data subjects on collected data.3.Information to the data subjects3.1As the information from the data subject is collected by Bitdefender, Bitdefender will inform the data subject on the information required by GDPR with an information notice (see "Privacy Policy for Bitdefender Business Solutions" or "Privacy Policy for Bitdefender Home Solutions" as applicable) available and easily accessible from Bitdefender Solutions and also available on the Bitdefender websites. Bitdefender will also inform the data subject on the essence of the present arrangement, as required by Article 26 (2) of the GDPR.3.2Clients and Partners have also a legal obligation to inform the data subjects about their own dataprocessing practices according to GDPR at the time of data collection. They should also inform the data subjects on the essence of the present arrangement, as required by Article 26 (2) of the GDPR.3.3Clients and Partners may not remove -in any circumstance -the information to the data subject provided by Bitdefender according to point 4, except if the information is being included in its own information to the data subject which is provided at the time of data collection and Bitdefender is properly notified about this change.4.Rights of the data subject4.1Bitdefender will respect all the data subjects' rights according to the GDPR for the data it collects from them and will include in the information notice a procedure on how rights may be exercisedin relation to Bitdefender as a data controller, including the contact data of its Data Protection Officer (DPO): dpo@bitdefender.com.]Bitdefender will coordinate with the Clients and Partners for a common answer if the request from the data subject is concerning common activities of the joint controllers.4.2Clients and Partners will respect all data subjects' rights according to the GDPR for the personal data they collect from them and will include in the information notice a procedure on how these rights may be exercised in relation to them as data controller(s), including the contact data of its Data Protection Officer (DPO). They will coordinate with Bitdefender for a common answer if the request from the data subject is concerning common activities of the joint controllers.5.Contact point for data subjects5.1In order to facilitate the exercise of the rights of the data subjects, the parties of this agreement will not establish a unique contact point, but rather include two contact points in the information notices provided to the data subjects by the joint data controllers. The data subject may exercise their rights to any contact points mentioned in the information notices provided to them.5.2The Bitdefender's contact point for data subjects rights is: Bitdefender's Data Protection Office -privacy@bitdefender.com; Phone: 4021 -206.34.70

5.3The Business Client/Service Provider's contact for data subject rights is established by the Business Client/Service Provider and communicated to the Data Subjects directly in their information notice.6.Security of data processing 6.1Bitdefender will be responsible for the security of personal data collected and processed by Bitdefender Solutions, if implemented correctly by the data subject and/or the Clients and Partners.6.2The Clients and Partners will be responsible for the security of personal data processing implemented or accessed by them within Bitdefender Solutions.7.Other GDPR obligations7.1 For all other obligations under GDPR, the joint controllers will be separately responsible for respecting them, based on each entity's actual data processing activities and their practical role in managing the Bitdefender security solutions.8.Enforcing this arrangement8.1 This current arrangement will be in force starting with 25 May 2018, until it is superseded by a new arrangement.

End-User Acknowledgement Form

You, an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order OGP 4800.2I, as may be revised from time to time), (“Customer”) are purchasing GFI USA, Inc. (“Service Provider”), software and related services (collectively, the “Software”) through your reseller. Customer’s reseller is part of the Climb Channel Solutions network of resellers.

Customer’s use of the Software is governed by and subject to the terms and conditions of Service Provider’s Software License Agreement attached hereto (the “Agreement”). The Agreement is in effect as of the date of Customer’s signature below. The parties agree that this Agreement cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party. To the extent this Agreement conflicts with the terms of the Schedule contract, the terms of the Schedule contract will prevail. Order of precedence will be determined consistent with FAR 52.212-4(s).

Customer acknowledges and agrees that Service Provider is not bound by and will not be liable to Customer for any different or additional terms with respect to the Software contained in Customer’s agreement with the reseller or for any services performed by the reseller, and Customer shall look solely the reseller with respect to any such terms or reseller services. In addition, any credit, billing, and payment terms described in the Agreement shall not apply to Customer; all credit, billing, and payment terms relating to Customer’s purchase will be as agreed between Customer and the reseller.

Software License Terms and Conditions

The following Software License Terms and Conditions (the “**License Agreement**”) apply to the agreement entered into by and between the Customer (as identified on the Quote) and the Service Provider (as identified on the Quote) (“**Master Agreement**”).

This License Agreement sets forth the terms and conditions under which Customer may (i) use Service Provider’s proprietary software that is specifically licensed to Customer pursuant to the Quote; and (ii) use the user documentation that Service Provider makes generally available in hard copy or electronic form to its general customer base in conjunction with the licensing of such software (the “**Documentation**”).

For purposes of this License Agreement, the term “**Software**” means the software listed in an applicable Quote, the Documentation, and any Updates (as defined in the Maintenance and Support Addendum located at <http://maintenanceandsupportaddendum.trilogy.com> (“**Support Terms**”).

Customer acknowledges and agrees that it is not relying on any agreement, representation, statement, or warranty (whether or not in writing) made or given prior to the “**Term Start Date**” (as identified on the Quote), except as expressly provided herein with respect to the Software provided hereunder or any maintenance and support services under the applicable Quote which shall be subject to the Support Terms.

1. LICENSE GRANT AND RIGHT OF USE

1.1. Perpetual License Grant. The following Section applies if Customer has purchased perpetual licenses. Any Software licensed hereunder shall be licensed pursuant to a separate Quote and shall be so licensed upon full payment of applicable fees hereunder. As specifically stated in the Quote, each such license will be a perpetual, worldwide, nonexclusive, and nontransferable license to use only the object code version of the Software, solely to perform those functions defined in the Documentation, and subject to all limitations and restrictions contained herein (“**Use**”). Web access for permitted third parties’ Use will be defined in the applicable Quote if such access is to be permitted under this License Agreement. The Software may only be Used on the hardware and software components, including client machines, servers, and internetworking devices within Customer’s internal computer network at Customer’s location.

1.2. Subscription Grant. The following Section applies if Customer has purchased subscription licenses. Any Software licensed hereunder shall be licensed pursuant to a separate Quote. As specifically stated in the Quote, each such license shall be a fixed term, worldwide, nonexclusive, royalty free (upon full payment of subscription fees), and nontransferable license to use only the object code version of the Software, solely to perform those functions defined in the Documentation, and subject to all limitations and restrictions contained herein (“**Use**”). Web access for permitted third parties’ Use will be defined in the applicable Quote if such access is to be permitted under this License Agreement. The Software may only be Used on the hardware and software components, including client machines, servers, and internetworking devices within Customer’s internal computer network at Customer’s location. The subscription license will expire upon expiration of the term set forth in the Quote unless and until it is renewed as per the terms and conditions of renewal set forth in the Quote.

1.3. License Type. The license model for the Software is set forth in the Quote and described in the Licensing Addendum attached hereto as Exhibit A. .. Unless otherwise specifically stated in the Quote, the type of license granted

will either be a Named User License (as defined below) or a Site License (as defined below). A “**Named User License**” means that the Software licensed pursuant to the Quote may be Used by a limited number of individual users, each identified by a unique user id (the “**Named User**”), the maximum number of which is specified in the Quote. Customer may designate different Named Users at any time without notice to Service Provider so long as the permitted number of Named Users is not exceeded. A “**Site License**” means that the Software licensed pursuant to the Quote may be Used by an unlimited number of individual users, subject to the terms of this License Agreement and the scope of Use defined on the applicable Quote.

1.4. Authorized Users. Unless otherwise specifically provided in the Quote, “**Authorized Users**” are defined as:

1.4.1. employees of Customer;

1.4.2. a non-human operated device, or a process accessing the Software on behalf of the Customer;

1.4.3. third party individuals or non-human operated devices, or processes that are accessing the Software: (a) on behalf of Customer, or (b) are authorized by Customer and who do not compete with Service Provider (“**Third-Party Users**”). Third-Party Users may Use the Software only subject to Section 6 (Confidentiality). Customer is fully liable for the acts and omissions of Third Party Users under this License Agreement and applicable Quote. Customer shall not permit any parent, subsidiaries, affiliated entities, or third parties to access the Software.

1.5. Authorized Use. Authorized Users may access and use the Software in the operating software environment specified in the applicable Quote; such environment is further described in the Licensing Addendum. Authorized Users shall not (i) access the Software to process, or permit to be processed, the data of any other party; or (ii) access the Software for service bureau or commercial time-sharing use.

1.6. Additional Restrictions. In no event shall Customer disassemble, decompile, or reverse engineer the Software or Confidential Information (as defined in Section 6) or permit others to do so. Disassembling, decompiling and

reverse engineering include, without limitation: (i) converting the Software from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Software by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Software's operation and creating the original source code or any approximation thereof by, for example, studying the Software's behavior in response to a variety of inputs; or (iv) performing any other activity related to the Software that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to written agreement, the results thereof will be deemed Confidential Information subject to the requirements of this License Agreement. Customer may use Service Provider's Confidential Information solely in connection with the Software and pursuant to the terms of this License Agreement.

2. PAYMENT

Payment terms are governed by the Schedule contract and applicable task/purchase order.

3. DELIVERY/VERIFICATION

3.1. Delivery. Unless otherwise specifically provided in the Quote, Service Provider shall deliver to Customer one master copy of the licensed Software (each a "**Master Copy**") solely for the purpose of allowing Customer to make one copy of the Master Copy for Use by each Authorized User. Customer's right to reproduce the Master Copy is limited to the "**Authorized Reproduction Location**", defined as the Customer's address on the applicable Quote. Customer assumes all responsibility for the quality of the copies made by Customer. For purposes of this License Agreement, delivery will be deemed complete when Service Provider physically delivers, or causes a third party to deliver, a Master Copy to Customer, or makes the Master Copy available to Customer for downloading from Service Provider's File Transfer Protocol ("**FTP**") site and has provided Customer with the appropriate authorization to access the FTP site. Service Provider will provide Customer with a license key that is required to activate and use the Software. The license key will be provided via email or other like method at Service Provider's discretion. The license key is used to ensure that the Software operates in accordance with the license granted to the Customer in this License Agreement. As such, the Software may

contain time-out devices, counter devices, or other similar devices intended to prevent the Software from being used beyond the bounds of the license. Customer consents to such activity and agrees not to disable, attempt to disable, or tamper with the license key system or any other such license enforcement technology.

3.2. Archival and Backup Copies. Subject to the restrictions set forth herein, Customer may make a reasonable number of copies of the Master Copy solely for

archival purposes and backup use in accordance with Customer's standard backup processes in emergency situations.

3.3. Marking. Customer shall not delete any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, and other indicia of ownership and confidential markings on all copies of the Software and any other Service Provider materials provided to Customer, in the content and format contained on the Master Copy and such Service Provider materials. Customer shall pay all duplication and distribution costs incurred by Customer in making copies of the Software, and shall also pay all custom duties and fees if applicable. Subject only to the license granted herein, all copies of the Software and any other Service Provider materials provided to Customer are the property of Service Provider or its third party licensors from whom Service Provider has obtained marketing rights (the "**Third Party Service Providers**").

3.4. Records. Customer shall keep and maintain complete and accurate records of each copy of the Software including any and all pertinent usage information. Customer shall, upon Service Provider's request, provide reports to Service Provider specifying the cumulative total of copies, and all other reasonably pertinent usage information. All reports are to be delivered to Service Provider within thirty (30) days of such request.

3.5. Verification. During the Term (as defined below) of this License Agreement and for a period of two (2) years following any termination or expiration of this License Agreement, Customer shall maintain written records related to the Use of the Software by Customer, as reasonably necessary to verify compliance with the licensing and usage terms of this License Agreement. Such records will be kept in accordance with Customer's records retention policy and records retention schedule applicable thereto. Not more than once annually, and with notice of not less than twenty (20) business days, Service Provider may (or may engage a third-party, which will be subject to a confidentiality obligation), to verify compliance ("**Verification**"). Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. At Service Provider's option, Service Provider may request, and Customer hereby agrees to complete, a self-audit questionnaire relating to Customer's usage under the rights granted by Supplier to Customer in this Agreement. If Verification or self-audit reveals unlicensed use of the Software, Customer agrees to compensate Service Provider for such usage. All costs of the Verification will be borne by Service Provider. If Material Unlicensed Usage is found during Verification, Customer shall reimburse Service Provider for the actual costs associated with performance of the Verification. Service Provider and any third-party involved in the Verification will use the information obtained in compliance review only to enforce Service Provider's rights and to determine Customer's compliance with the terms of the licenses granted in this License Agreement. By invoking the rights and procedures described in this Section 3.5, Service Provider does not waive its rights to

enforce other terms of this License Agreement, including, but not limited to, any intellectual property rights by other means as permitted by law.

4. AFFILIATES AND THIRD PARTIES

4.1. Affiliates and Third Parties. At the direction and sole discretion of Service Provider, affiliates of Service Provider (the “**Service Provider Affiliates**”) may perform certain tasks related to Service Provider’s obligations and rights under the Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates’ role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to the Quote and the Master Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider’s obligations under the Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for Service Provider Affiliates’ compliance with the applicable terms and conditions of the Quote and the Master Agreement. Service Provider will have the right to use third parties, including offshore entities who employ foreign nationals, as well as employees and contractors of Service Provider Affiliates and subsidiaries, who may also be foreign nationals (collectively, “**Subcontractors**”) in the performance of its obligations hereunder and, for purposes of this License Agreement, all references to Service Provider or its employees will be deemed to include such Subcontractors. Service Provider will have the right to disclose Customer Confidential Information to such third parties provided such third parties are subject to confidentiality obligations similar to those between Service Provider and Customer.

5. OWNERSHIP

5.1. Reservation of Rights. By signing the applicable Quote, Customer irrevocably acknowledges that, subject to the licenses granted herein, Customer has no ownership interest in the Software or Service Provider materials provided to Customer. Service Provider owns all right, title, and interest in such Software or Service Provider materials, subject to any limitations associated with intellectual property rights of third parties. Service Provider reserves all rights not specifically granted herein.

5.2. Marks and Publicity. Service Provider and Customer trademarks, trade names, service marks, and logos, whether or not registered (“**Marks**”), will be the sole and exclusive property of the respective owning party, whom owns all right, title and interest therein. Upon receiving advanced written permission from the Customer, the Service Provider may: (i) use the Customer’s name and/or logo within product literature, press release(s), social media, and other marketing materials; (ii) quote the Customer’s statements in one or more press releases; and/or (iii) make such other use of the Customer’s name and/or logo as may be agreed between the parties. Additionally, upon receiving advanced written

permission from the Customer, the Service Provider may include Customer’s name and/or logo within its list of customers for general promotional purposes. Service Provider shall comply with Customer’s trademark use guidelines when they are communicated to the Service Provider in writing and Service Provider will use the Customer’s Marks in a manner which is consistent with industry practice. Neither party grants to the other any title, interest or other right in any Marks except as provided in this Section.

6. CONFIDENTIALITY

6.1 Definition. All information which is defined as Confidential Information hereunder in tangible form will be marked as “Confidential” or the like or, if intangible (e.g. visually or orally disclosed), will be designated as being “Confidential” at the time of disclosure and will be confirmed as such in writing within thirty (30) days of the initial disclosure. “**Confidential Information**” may include all technical, product, business, financial, and other information regarding the business and software programs of either party, its customers, employees, investors, contractors, vendors and suppliers, including, but not limited to, programming techniques and methods, research and development, computer programs, documentation, marketing plans, customer identity, and business methods. Without limiting the generality of the foregoing, Confidential Information includes all information and materials disclosed orally or in any other form, regarding Service Provider’s software products or software product development, including, but not limited to, the configuration techniques, data classification techniques, user interface, applications programming interfaces, data modeling and management techniques, data structures, and other information of or relating to Service Provider’s software products or derived from testing or other use thereof. Confidential Information includes all such Confidential Information that may have been disclosed by either party to the other party, before or after the first Quote Term Start Date. Confidential Information includes information generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a party that contains, reflects, or is derived from such information. For clarity, the term ‘Confidential Information’ does not include any personally identifiable information. Obligations with respect to personally identifiable information (if any) will be set forth in a separate written agreement between the parties. For the purpose of this entire Section 6, the term ‘Service Provider’ includes all its Service Provider Affiliates.

6.2. Confidentiality of Software. The following is deemed Service Provider Confidential Information with or without marking or written confirmation: (i) the Software and other related materials furnished by Service Provider; (ii) the oral and visual information relating to the Software and provided in Service Provider’s training classes; and (iii) Service Provider’s representation methods of modeled data.

6.3. Exceptions. Without granting any right or license, the obligations of the parties hereunder shall not apply to

any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving party; (ii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (iii) is rightfully obtained from a third party without any obligation of confidentiality to the receiving party; or (iv) is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, neither party will be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the party whose Confidential Information is to be disclosed so that such party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.

6.4. Ownership of Confidential Information. Nothing in this License Agreement will be construed to convey any title or ownership rights to the Software or other Service Provider Confidential Information or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest in Service Provider Confidential Information to the Customer. Nothing in this License Agreement will be construed to convey any title or ownership rights to Customer's Confidential Information or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest in the Customer Confidential Information to Service Provider. Neither party shall, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third party and shall not copy, reproduce, or distribute the Confidential Information except as expressly permitted in this License Agreement. Each party shall take every reasonable precaution, but no less than those precautions used to protect its own Confidential Information, to prevent the theft, disclosure, and the unauthorized copying, reproduction, or distribution of the Confidential Information.

6.5. Non-Disclosure. Each party agrees at all times to use all reasonable efforts, but in any case no less than the efforts that each party uses in the protection of its own Confidential Information of like value, to protect Confidential Information belonging to the other party. Each party agrees to restrict access to the other party's Confidential Information only to those employees, who (i) require access in the course of their assigned duties and responsibilities, and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section 6. Notwithstanding anything contained hereunder and subject to the confidentiality obligations set forth under this Section 6, all references to Service Provider or its employees under this Section 6 will be deemed to include such employees of Service Provider Affiliates and Subcontractors and Service Provider will ensure that its Subcontractors abide by the applicable terms of the License Agreement.

6.6. Reserved.

6.7. Suggestions/Improvements to Software. Notwithstanding this Section 6, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Software or other Service Provider materials provided to Customer will be owned by Service Provider, and Customer hereby agrees to assign any such rights to Service Provider. Nothing in this License Agreement or the applicable Quote will preclude Service Provider from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Service Provider in the performance of any services hereunder.

6.8. Return of Confidential Information. Upon the written request of disclosing party, receiving party shall return or destroy (and certify such destruction in a signed writing) all Confidential Information of disclosing party, including all copies thereof and materials incorporating such Confidential Information, whether in physical or electronic form. Each party may retain a copy of the other party's Confidential Information solely for archival purposes. To the extent that it is impracticable to return or destroy any Confidential Information, and with respect to any copies retained for archival purposes, receiving party shall continue to maintain the Confidential Information in accordance with this License Agreement. The confidentiality obligations set forth in this License Agreement will survive the termination of this License Agreement and remain in full force and effect until such Confidential Information, through no act or omission of receiving party, ceases to be Confidential Information as defined hereunder.

7. WARRANTY

7.1. Software Warranty. Service Provider warrants that for a period of ninety (90) days from the applicable Quote Effective Date (the "**Warranty Period**"), the Software will materially conform to the functional specifications set forth in the Documentation (the "**Specifications**"). Should the Software fail to materially conform to such Specifications during the Warranty Period, Customer shall promptly notify Service Provider in writing on or before the last day of the Warranty Period and identify with specificity the nonconformance. To the extent that the nonconformance exists in a current, unaltered release of the Software, Service Provider shall, at its option (and cost and expense), either (i) correct the nonconformance or, (ii) replace the nonconforming Software or, (iii) if neither of the foregoing options is commercially reasonable, terminate the license for the Software. Upon such termination of the license and Customer's return of the Software pursuant to ~~Section 10~~ below, Service Provider will refund to Customer, as Customer's sole remedy for such Software, all license fees paid by Customer for such Software.

7.2. Authorized Representative. Customer and Service Provider warrant that each has the right to enter into this License Agreement and that the License Agreement and all Quotes executed hereunder will be executed by an authorized

representative of each entity.

7.3. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, DOCUMENTATION, CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY OR MATERIALS PROVIDED BY SERVICE PROVIDER TO CUSTOMER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE STATED IN THIS LICENSE AGREEMENT, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

7.4. No Modifications. Notwithstanding anything to the contrary in this Section 7, any and all warranties under this License Agreement are void if Customer has made changes to the Software or has permitted any changes to be made other than by or with the express, written approval of Service Provider.

8. INFRINGEMENT

8.1. Indemnity. Service Provider will defend at its expense any cause of action brought against Customer, to the extent that such cause of action is based on a claim that the Software, as delivered by Service Provider to Customer, infringes a United States patent, copyright, or trade secret of a third party. Service Provider will pay those costs and damages finally awarded by a court of final jurisdiction (with no further appeals being possible) against Customer pursuant to any such claim or paid in settlement of any such claim if such settlement was approved in advance and in writing by Service Provider. Customer may retain its own counsel at Customer's own expense. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

8.2. Customer Obligations. Service Provider will have no liability under this Section 8 unless:

8.2.1. Customer notifies Service Provider in writing immediately after Customer becomes aware of a claim or the possibility thereof; and

8.2.2. Service Provider has sole control of the settlement, compromise, negotiation, and defense of any such action; and

8.2.3. Customer cooperates, in good faith, in the defense of any such legal action.

8.3. No Liability. Service Provider will have no liability for any claim of infringement based on: (i) Software which has been modified by parties other than Service Provider;

(ii) Customer's Use of the Software in conjunction with data where Use with such data gave rise to the infringement claim; (iii) Customer's Use of the Software with non-Service Provider software or hardware, where Use with such other software or hardware gave rise to the infringement claim or (vi) Customer's Use of the Software in a manner not consistent with this Agreement.

8.4. Remedies. Should the Software become, or in Service Provider's opinion is likely to become, the subject of a claim of infringement, Service Provider may, at its option: (i) obtain the right for Customer to continue using the Software; (ii) replace or modify the Software so it is no longer infringing or reduces the likelihood that it will be determined to be infringing; or (iii) if neither of the foregoing options is commercially reasonable, terminate the license for the Software. Upon such termination of the licenses and Customer's return of the Software pursuant to Section 10 below, Service Provider will refund to Customer, as Customer's sole remedy for such license termination, (i) with respect to perpetual licenses, all license fees paid by Customer for the terminated license, less an amount equal to one-thirty-sixth (1/36th) of the license fees for each month or any portion thereof which has elapsed since the "Term Start Date" (as described in the Quote) of such terminated license or (ii) with respect to subscription licenses, the subscription fees paid by Customer for the terminated license for the past twelve (12) months.

9. LIMITATION OF LIABILITY

9.1. Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER, SERVICE PROVIDER'S LICENSORS, SERVICE PROVIDER AFFILIATES, OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SOFTWARE OR SERVICES WHICH GAVE RISE TO SUCH DAMAGES DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM.

9.2. Disclaimer of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER, SERVICE PROVIDER'S LICENSORS, SERVICE PROVIDER AFFILIATES, OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS FEES AND COSTS, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL ARISING HEREUNDER.

9.3. THE FOREGOING LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-81 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

10. TERM AND TERMINATION

10.1. Term. The term of this License Agreement will continue for the license term set forth in the Quote (the “Term”) unless terminated as provided in the GSA Schedule contract and herein.

10.2. Termination by Customer. This License Agreement may be terminated by Customer by giving prior written notice to Service Provider if Service Provider fails to perform any material obligation required of it hereunder, and such failure is not cured within thirty (30) days from Service Provider's receipt of Customer's notice to cure such non-performance of material obligation. Such notice will describe, in detail, Service Provider's alleged non-performance and will describe, in detail, the steps Customer believes Service Provider must take to remedy such alleged non-performance.

10.3. Termination of Perpetual Licenses. The following Section applies if Customer has purchased perpetual licenses. Upon termination of this License Agreement or any license hereunder, Customer's rights to the affected Software, Service Provider Confidential Information and other Service Provider materials (collectively “Materials”) will cease. Customer shall immediately stop using such Materials and shall return such Materials to Service Provider, or destroy all copies thereof (except for the copies retained for archival purposes as described in Section 6.8). In addition, Customer shall provide Service Provider with written certification signed by an officer of Customer, that all copies of the Materials have been returned or destroyed and that no copies have been retained by Customer. Following termination, any use of the Materials by Customer will be an infringement and/or misappropriation of Service Provider's proprietary rights in the Materials. Upon termination of this License Agreement by Customer, Service Provider will have no further obligation or liability

hereunder and all fees due under the License Agreement will become due and payable to Service Provider immediately upon such termination.

10.4. Termination of Subscriptions. The following Section applies if Customer has purchased subscription licenses. Upon expiration of the Term set forth in the Quote or upon termination of this License Agreement or any license hereunder, Customer's rights to the affected Software, Service Provider Confidential Information, and other Service Provider materials (collectively “Materials”) will cease. Customer shall immediately stop using such Materials and shall return such Materials to Service Provider, or destroy all copies thereof (except for the copies retained for archival purposes as described in Section 6.8). In addition, Customer shall provide Service Provider with written certification signed by an officer of Customer, that all copies of the Materials have been returned or destroyed and that no copies have been retained by Customer. Following termination, any use of the Materials by Customer will be an infringement and/or misappropriation of Service Provider's proprietary rights in the Materials. Upon termination of this License Agreement by Customer, Service Provider will have no further obligation or liability hereunder and all fees due under the License Agreement will become due and payable to Service Provider immediately upon such termination.

10.5. Other Remedies. Termination of this License Agreement or any license created hereunder will not limit either party from pursuing other remedies available to it, nor will such termination relieve Customer's obligation to pay all undisputed fees that have accrued or are otherwise owed by Customer under this License Agreement including, but not limited to, any Quote.

11. CUSTOMER'S FACILITIES

To the extent required by Service Provider, Customer will, upon request, promptly make available to Service Provider certain of its facilities, computer resources, software programs, networks, personnel, and business information as are required to perform any obligation hereunder. Service Provider agrees to comply with Customer's rules and regulations regarding safety, security, and conduct, provided Service Provider has been made aware of such rules and regulations in writing.

12. MISCELLANEOUS

12.1 Import/Export. The Software, its related technology and services, and Customer's Use of the Software and its related technology and services are subject to U.S. export control and sanctions laws and regulations, including, but not limited to, the Export Administration Regulations, 15 C.F.R. Parts 730-774 (the “EAR”), and sanctions imposed or administered by the Department of the Treasury, Office of Foreign Assets Control (“OFAC”), and the Department of State and may be subject to export or import regulations in other countries. Customer warrants and certifies that: (i) Customer is not a citizen, national, permanent resident of, or incorporated or organized to do business in, and is not under the control of the governments of Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine, or any country to

which the United States embargoes goods; (ii) Customer is eligible under U.S. law to receive exports of the Software, in that it is not included on any list of sanctioned or ineligible parties maintained by the U.S. government, including, but not limited to, OFAC's lists of Specially Designated Nationals and Blocked Persons ("SDN List"), U.S. Department of Commerce's Table of Denial Orders, the Entity List, or the Unverified List; (iii) Customer will not sell, export, re-export, transfer, use, or enable the use of the Software, its related technology and services, or any other items that may be provided by Service Provider, directly or indirectly: (a) to or for end-use in or by the countries listed in (i) above or any citizens, nationals or permanent residents of such countries; (b) to or for end-use by any person or entity determined by any U.S. government agency to be ineligible to receive exports, including but not limited to persons and entities designated on the lists described in (ii) above; and (c) to or for end-uses prohibited by U.S. export or sanctions laws and regulations, including, but not limited to, activities involving the proliferation of chemical, biological or nuclear weapons, weapons of mass destruction or the missiles capable of delivering such weapons and their related technology.

12.2. Compliance with Laws. Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party's performance under this License Agreement.

12.3. Assignment. Customer may not assign this License Agreement or transfer any license created hereunder, by operation of law, change of control or otherwise without the prior written consent of Service Provider. Any purported assignment of this License Agreement, or any license or rights in violation of this Section will be deemed void. Service Provider may assign this License Agreement, sub-contract or otherwise transfer any right or obligation under this License Agreement to a third party in accordance with FAR 42.12.

12.4. Survival. The provisions set forth in Sections 2, 3.3, 3.4, 3.5, 5, 6, 7.4, 9, 10.4, 10.5, and 12 of this License Agreement will survive termination or expiration of this License Agreement and any applicable license hereunder.

12.5. Notices. Any notice required under this License Agreement will be given in writing and will be deemed effective upon delivery to the party addressed. All notices will be sent to the applicable address specified on the Quote or to such other address as the parties may designate in writing. Unless otherwise specified, all notices to Service Provider will be sent to the attention of the Contracts Manager. Any notice of material breach by Customer to Service Provider hereunder, will include a detailed description of any alleged breach and a description of the steps that Customer understands must be taken by Service Provider to resolve the failure. Service Provider shall have thirty (30) days from Service Provider's receipt of such notice to complete the cure.

12.6. Technical Data. Customer shall not provide to Service Provider any "Technical Data" as that term is

defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Customer shall certify that all information provided to Service Provider has been reviewed and scrubbed so that all Technical Data and other sensitive information relevant to Customer's ITAR regulated projects has been removed and the information provided is only relevant to bug reports on Service Provider products.

12.7. Force Majeure. Service Provider will not be liable to Customer for any delay or failure of Service Provider to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Service Provider. Such causes will include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by Customer in providing required resources or support or performing any other requirements hereunder.

12.8. Conflict. In the event of a conflict between the terms and conditions of this License Agreement and a Quote, the terms and conditions of the Quote will prevail over the License Agreement.

12.9. Restricted Rights. Use of the Software by or for the United States Government is conditioned upon the United States Government agreeing that the Software is subject to "Restricted Rights" as provided under the provisions set forth in FAR 52.227-19. Customer shall be responsible for ensuring that this provision is included in all agreements with the United States Government and that the Software, when delivered to the United States Government, is correctly marked as required by applicable United States Government regulations governing such Restricted Rights as of such delivery.

12.10. Entire Agreement. These License Terms constitute an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s). All terms respecting the subject matter of the License Agreement and contained in purchase orders, invoices, acknowledgments, shipping instructions, or other forms exchanged between the parties will be void and of no effect.

12.11. Modifications. The parties agree that this License Agreement cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.

12.12. Non-solicitation. During the Term of this License Agreement and for a period of two (2) years thereafter, Customer agrees not to hire, solicit, nor attempt to solicit the services of any employee or Subcontractor of Service Provider without the prior written consent of Service Provider. Customer further agrees not to hire, solicit, nor attempt to solicit, the services of any former employee or Subcontractor of Service Provider for a period of one (1) year from such former employee's or Subcontractor's last date of service with Service Provider.

12.13. Headings. Headings are for reference purposes only, have no substantive effect, and will not enter into the interpretation hereof.

12.14. No Waiver. No failure or delay in enforcing any

right or exercising any remedy will be deemed a waiver of any right or remedy.

12.15. Severability and Reformation. Each provision of this License Agreement is a separately enforceable provision. If any provision of this License Agreement is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for this License Agreement to remain in effect in accordance with its terms as modified by such reformation.

12.16. Independent Contractor. Service Provider is an independent contractor and nothing in this License Agreement will be deemed to make Service Provider an agent, employee, partner, or joint venturer of Customer.

Neither party will have any authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.

12.17. Governing Law; Venue. The laws of the United States of America govern the interpretation of this License Agreement, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to this License Agreement.

This Licensing Addendum (“**Addendum**”) sets forth the licensing model for Customer’s Use of the Software or Library Software (collectively, the “**Software**”) listed on the Referencing Agreement (defined below). Capitalized terms used herein have the meanings ascribed to them in the Aurea Plan Agreement, Aurea Plan Addendum, Software License Terms and Conditions, SaaS License Agreement, or ‘Software as a Service’ Terms and Conditions, as applicable (each an “**Agreement**”). The Quote, Library Plan Quote, Order Form, or any other ordering document that references the Agreement shall be referred to herein as the “**Referencing Agreement**”.

Software Type	Name	License Unit
Single Product	AlertFind	Recipient
Single Product	Artemis 7	Named User
Single Product	Artemis Views	Named User
Single Product	Aurea CRM	Named User
Single Product	Aurea Distribution Channel Management	Named Account
Single Product	Aurea Messenger	Core
Single Product	Aurea Monitor	Core
Single Product	Aurea Portal Management	Core
Single Product	Aurea Process	Core
Single Product	Bonzai	Named User
Single Product	Campaign Manager	Email Volume
Single Product	CloudFix	<i>See Section 2 below</i>
Single Product	Email Archival	Mailbox
Single Product	Evoq Content	Page View
Single Product	FirstRain	Named User
Single Product	Infer	Model Count
Single Product	InsideSales.com	Named User
Single Product	Jive	Named User
Single Product	Kayako	Named User
Single Product	List Manager	List Capacity
Single Product	Quicksilver	Named User
Single Product	Sococo	Named User
Single Product	Synoptos	Daily News Brief
Solution	AES Customer Engagement Platform	Named Account
Solution	Ask Me Anything	Named User
Solution	Collaborative Opportunity Management	Named User

Solution	Content Lifecycle Management	Named User
Solution	Integrated Media Intelligence	Named User
Solution	Jive for Mobile	Named User
Solution	Leadership Exchange	Named User
Solution	Microsoft Teams Integration	Named User
Solution	Predictive CRM	Model Count
Solution	Sales Intelligence	Named User
Solution	Targeted Newsletter	Email Volume
Product/ Solution	GoMembers	Business Module/ Concurrent User/ Named User
Product/ Solution	Pivotal	Named User/ Server Seat
Product/ Solution	Saratoga	Concurrent User/ Named User/ Server Seat
Product/ Solution	Verdiem	CPU
Product/ Solution	Tradebeam	Business Modules/ Content Only/ Site/ Transaction
Product/ Solution	Vision	Fixed/ Manual/ Monthly
Product/ Solution	Skyvera Social/ Skyvera Smart Routines	User (<i>Also see Section 3(e) below.</i>)
Product/ Solution	Bonzai Internet	User
Product	Qlik Products	<i>See Section 3(a) below.</i>
Product	Aurea® Actional® Aurea® DataXtend® Semantic Integrator™ Aurea® Savvion® Aurea® Sonic® Aurea® Sonic® Remote Add-On	Core/ Instance/ Java Virtual Machine
Product	Aurea® Actional® Interceptor SDK	Unlimited Basis (<i>See Section 3(c) below.</i>)
Product	Distribution Channel Management™ (“DCM”)	Incented Personnel (<i>See Section 3(b) below.</i>)
Product	Insurance Process Management	As stated on the Referencing Agreement
Product	Aurea® Collaborative Enterprise	Named User (<i>See Section 3(d) below.</i>)
Product	Aurea® CRM, update.seven, update.CRM, or CRM.pad	User

Product	NextDocs Compliance Platform NextDocs SOP/Training Module NextDocs eTMF Module NextDocs Trial Exchange Module NextDocs Regulatory Module NextDocs SOP Module NextDocs Audit Module NextDocs CAPA Module NextDocs Deviations/ Non-Conformance Module NextDocs Complaints Module	Server Seat/ User (User's license have either (i) full author/administrator access or (ii) read only access)
Product	Aurea® CX Monitor Aurea® CX Process Aurea® CX Messenger Aurea® CX Messenger Remote Add-On	Core/ Instance/ Java Virtual Machine
Product	Aurea® CX Studio	As stated on the Referencing Agreement
Product	Aurea® CX Process Communications Order Management Template	Core/ Instance/ Java Virtual Machine
Product	Acorn Performance Analyzer Acorn Shared Services Manager	CPU
Product	ObjectStore®	CPU/ Named User
Product	Corizon RavenFlow	Named User
Product	Ignite Content Delivery System	Device
Product	Versata® BRMS	Server Seat/ User
Product	NuView Core HRMS NuView Talent Management NuView CORT Payroll	User (User license has either: (i) full author/administrator access, or (ii) read only access.)
Product	Gensym® G2™	Named User/ Site
Product	StillSecure® Still Access®	CPU/ Site
Product	TenFold	Certified Platform
Product	Computron	Business Module/ Concurrent User/ Named User/

		Server Seat
Product	CoreTrac	Business Module
Product	IMI	Annual Order Line/ Business Module/ Concurrent User/ Managed Device
Product	Knova	Core/ Named User
Product	MarketFirst	Named User/ Server Seat
Product	Onyx	Concurrent User/ Named User
Product	Service Gateway	Managed Device
Product	SupportSoft	CPU/ Named User
Product	NewNet	Server/ Feature-based (e.g., traffic associated with or provided to the customer)
Product	Mobilogy	Named Device
Product	Volt Delta	Named User/ Transaction/ Usage-based as per the no. of minutes/ calls
Product	ResponseTek	Named User/ Volume or types of surveys or survey completions or features-based
Product	PeerApp	Site/ Gbps output-based
Product	Accuris	Tiered-based as per the no. of end user subscribers
Product	Vasona	Cell/ CPU
Product	Prologic	Concurrent User

1. LICENSE MODEL DESCRIPTIONS:

- a) **Annual Order Lines** means the total number of order lines processed by the Software during a 12-month period. Customer may not exceed the licensed number of Annual Order Lines during any 12-month period unless Customer acquires additional Annual Order Line licenses from the Service Provider.
- b) **Business Module** means the configuration for the data, user interface, reports, and business logic elements used in the Software in question as deployed by Customer. Each deployment of Software with a separately configured business module requires a separate license or subscription, but Customer may deploy validly licensed or subscribed Software without limitation as to number

of services deployed. For greater certainty, the term “business module” refers to the above technical configuration issue and does not imply a reference to or limitations on use of the Software in any of the business lines conducted by Customer.

- c) **“Cell”** is defined as physical equipment which is part of the mobile network in charge of a geographic area.
- d) **Certified Platform** means the combination of a computer hardware version, operating system version, communications system version, windowing management system version and database system version on which the Software operates and for which the product will provide support services as set forth herein.
- e) **Concurrent User** means the maximum number of Users which may access the Software or Third Party Software at any one time. Each simultaneous “log on” from a separate CPU shall be deemed a Concurrent User. Concurrent User licenses are assigned temporarily to a user for the duration of their active session. Once that individual ends the active session, the license may be used by another individual and the previous user is no longer licensed to access the Software. Notwithstanding the above and for clarity, the number of Concurrent Users accessing both the Production or Non-Production copy and any test copies of the Software may not exceed the total number of Concurrent Users licensed. Use of software or hardware that reduces the number of devices directly accessing or utilizing the Software on a particular server (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of user licenses required for the Software. A user license is required for each distinct input to the multiplexing or pooling software or the hardware “front end.”
- f) **Content Only** means a license or subscription to access content that the Service Provider shall provide to the Customer via a web feed for the countries or regions and at the frequency stated in the Referencing Agreement. For clarity, a Content Only license or subscription does not give the Customer the right to use or access the Software.
- g) **Core** means a processor of a computer processing unit as allocated by Customer and is made up of an independent processor combined onto a single integrated circuit or silicon chip, in both virtualized and/or non-virtualized environment, and regardless of whether used in a Production, Production Backup, or Non-Production environment. If run in a virtualized environment, then one logical processor will be counted as one Core. Logical processor counting must count to peak virtual processor count provisioned at any time during subscription period.
- h) **CPU** means any single processing unit of any model, size, power or level, including, but not limited to, a personal computer, laptop or portable computer, virtual machine, server, central processing unit or attached processor or multi-processor complex, irrespective of the number of processors, using one or more operating systems, including its associated peripheral units.
- i) **Daily News Brief** means that the Customer is charged based on the number of newsletters purchased and distributed each day to a defined list of employee email recipients which: (i) is configured to be archived using the Software, (ii) otherwise benefits from the functionality of the Software, or (iii) interfaces with the Software.
- j) **Disaster Recovery** means a license to the Software acquired and deployed for internal purposes to be used as part of a Customer business contingency plan when essential systems are not available for a period long enough to have a significant impact on the business.
- k) **Email Volume** means that the Customer is charged on a per-Email message basis for Use (as defined in the applicable Agreement) of the Software. All Use of the Software is further subject to the terms of the Agreement.
- l) **Incented Personnel** means: (i) Customer’s sales representatives and staff who are located in the United States and are paid by Customer, in whole or in part, on a commission or similar incentive basis, including their managers and other supervisory personnel, and (ii) Customer’s employees, contingent workers, and permitted contractors who have a business need to use the Software (as defined below) for administration, implementation, and internal support purposes.

- m) **Instance** means a single installation of the Software running on an operating system. For clarity, if the Software has been loaded into memory multiple times, then the number of Software licenses required in such circumstances will directly correspond to the number of times the Software has been loaded.
- n) **Java Virtual Machine** means a Java operating program that sits on top of a computer's operating system and runs a single copy of the Software. For clarity, if the Software has been loaded into the Java Virtual Machine multiple times, then the number of Software licenses required in such circumstances will directly correspond to the number of times the Software has been loaded.
- o) **List Capacity** means that the Customer is charged based on the total number of subscribers (actively counting duplicates) across all lists aggregated across all servers in a clustered configuration which: (i) is configured to be archived using the Software, (ii) otherwise benefits from the functionality of the Software, or (iii) interfaces with the Software.
- p) **Mailbox** means the number of individual email mailbox which: (i) is configured to be archived using the Software, (ii) otherwise benefits from the functionality of the Software, or (iii) interfaces with the Software. Customer may allocate Software license to email mailboxes associated with employees or contractors of (A) Customer, (B) Customer's affiliates, and (C) Customer's customers and business partners. The allocation of Software licenses is permanent and Software licenses cannot be reshared or exchanged between email mailboxes. Notwithstanding the above, Software licenses may be reallocated to another individual email inbox if the original email mailbox is no longer: (1) configured to be archived using the Software, (2) otherwise benefits from the functionality of the Software, or (3) interfaces with the Software. Customer must keep a record of all email mailboxes which have been allocated Software licenses. The Software may be loaded and executed on an unlimited number of Servers or CPUs.
- q) **Managed Device** means any single physical hardware device licensed to access the Software from the Customer's premises including, but not limited to a gateway device, LAN-side end device, a router, a set-top box or a VoIP device, or on which the Software has been installed.
- r) **Model Count** means that the Customer is charged based on the total number of models which: (i) is configured to be archived using the Software, (ii) otherwise benefits from the functionality of the Software, or (iii) interfaces with the Software.
- s) **Named Account** means that the Service licensed or subscribed to Customer may be Used (as defined in the applicable Agreement) by a limited number of individual accounts, each identified by a unique account ID (*i.e.*, the Named Account), the maximum number of which is specified in the Referencing Agreement under the heading "Entitlement." Customer may designate different Named Accounts at any time without notice to Service Provider so long as the permitted number of Named Accounts is not exceeded. All Use is further subject to the terms of the Agreement.
- t) **"Named Device"** means a device authorized on behalf of the Customer to Use the Software. The Customer must be able to identify and count each Named Device. A Named Device does not need to be registered to Use the Software in order to be counted as such. A subscription may be transferred from one Named Device to another provided that the original Named Device no longer uses or is no longer permitted to access the Software.
- u) **Named User** means that the Service licensed or subscribed to Customer may be Used (as defined in the applicable Agreement) by a limited number of individual users, each identified by a unique user ID (*i.e.*, the Named User), the maximum number of which is specified in the Referencing Agreement under the heading "Entitlement." Customer may designate different Named Users at any time without notice to Service Provider so long as the permitted number of Named Users is not exceeded. All Use is further subject to the terms of the Agreement.
- v) **Non-Production** means a Software license acquired and deployed for internal purposes to be used in the following environments: development, system testing, integration testing, user acceptance testing, performance testing, staging, quality assurance, or pre- and post-production. If Customer obtained a Non-Production Software license, then such licenses may never be used in a Production (as defined below) environment.

- w) **Page View** means that the Customer is charged on the number of instances that internet users visit the Customer's particular website page which: (i) is configured to be archived using the Software, (ii) otherwise benefits from the functionality of the Software, or (iii) interfaces with the Software.
- x) **Production** means a Software license acquired and deployed for internal purposes to be used in a live usage environment for operational business and/or revenue generating purposes.
- y) **Production Backup** means a Software license acquired and deployed for internal purposes to be used in a manner that makes it ready and available to be moved into Production at any time and includes: Disaster Recovery, Continuous Availability Architecture® ("CAA"), high-availability, and hot-standby, warm-standby, or cold-standby.
- z) **Recipients** mean that the Services licensed to Customer may be Used by a limited number of individual users, each identified by a unique user ID (*i.e.*, the Named User), the maximum number of which is specified in the Referencing Agreement under the heading "Entitlement." Customer may designate different Recipients at any time without notice to Service Provider so long as the permitted number of Recipients is not exceeded. All Use is further subject to the terms of the Agreement.

Recipient groups can be designated in any way the Customer chooses. Users can be organized according to department, job function, location, *etc.* The possibilities are endless.

- aa) **Server Seats** means the number of authorized servers on which the Software may be installed and used.
- bb) **Site** means, as applicable, either (i) a single sub-entity created with a domain name customization, or (ii) the physical location and the hardware/ operating system environment on which the Software may be installed and used as stated in the Referencing Agreement.
- cc) **Transaction** means the number of the types of transactions listed in the Referencing Agreement that Customer may complete during the term specified therein. In the event Customer exceeds the allotted transaction volume at any time during the term, the Service Provider will invoice Customer at an agreed rate for each additional transaction over the allotted amount.
- dd) **User** means, unless otherwise defined in this Addendum for specific software, a single individual authorized to Use the Software in any role including administrators, developers, and end- user operators.

2. SCOPE OF USE AND RELATED TERMS FOR SPECIFIC SOFTWARE:

- a) **CloudFix.**
 - (i) If no fee is being charged for the CloudFix product, the parties agree that if Customer ever reduces its spend on Primary Products/ primary Software, as applicable, or Customer's rights to any Primary Products/ primary Software are cancelled or terminated, Service Provider shall have the right, in Service Provider's sole discretion, to cancel the license and access to the CloudFix product upon 15 days' notice.
 - (ii) The CloudFix product works as a recommendation engine, therefore, Customer's license to use the CloudFix product is limited to using the CloudFix product solely for the purpose of analyzing and implementing AWS related cost savings within Customer's own AWS environment (the "**Permitted Use**"), solely as described in the standard CloudFix product documentation that accompanies the CloudFix product. The CloudFix product may be accessed and Used by the number of Customer employees that are reasonably necessary to perform the Permitted Use. Customer agrees that although the operability of the software that makes up the CloudFix product is covered by Customer's support plan with Service Provider, THE RECOMMENDATIONS AND OUTPUTS (THE "**DATA**") GENERATED BY THE CLOUDFIX PRODUCT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED

TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK OF USE OF THE DATA SHALL BE WITH THE CUSTOMER. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE DATA MAY CONTAIN SOME NONCONFORMITIES, DEFECTS, OR ERRORS. SERVICE PROVIDER DOES NOT WARRANT THAT THE DATA WILL MEET THE CUSTOMER'S NEEDS OR EXPECTATIONS, THAT THE USE OF THE DATA WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES, DEFECTS, OR ERRORS CAN OR WILL BE CORRECTED. SERVICE PROVIDER IS NOT INVITING RELIANCE ON THE DATA, AND THE USER SHOULD ALWAYS VERIFY ACTUAL DATA.

- b) **Qlik Products.** The following terms and conditions apply to the Qlik Products (defined below).
- (i) **Definitions.** The following terms have the meanings given to them below.
- (A) **“Advanced User”** is a User that is permitted to author sheets, objects, reports and charts based on the pre-existing dataset provided by Service Provider based on the Software.
- (B) **“User”** means an employee of the Customer.
- (C) **“Viewer User”** is a User that is limited to viewing the data and other information as displayed via the Software, but not to (1) create any application, sheet, report or visualizations and (2) update or share any data, in any Software.
- (ii) **Qlik Products License Models.** Unless otherwise stated in the Referencing Agreement, the license models for the Software are as follows:
- (A) If the Software is **Aurea® Platform Analytics Powered by Qlik®** the Software is licensed or subscribed on a (1) per Advanced User or (2) per Viewer User basis, where the total number of Advanced Users or Viewer Users cannot exceed the number of licenses or subscriptions purchased by the Customer.
- (iii) **Qlik Product Terms.**
- (A) Customer acknowledges that the Software contains or incorporates proprietary software owned by QlikTech Inc. and its affiliates (**“Qlik Products”**). Customer is expressly prohibited from using the Qlik Products in any way other than integrated with the data structures of the Software. Customer has no license or any other right to the Qlik Products, and may under no circumstances whatsoever use the Qlik Products independently or separated from the Software. Qlik and its affiliates are third party beneficiaries of this Addendum and may enforce the applicable terms and conditions of this Addendum.
- (B) Customer may only use the Qlik Products for its own internal purposes in accordance with the terms of this Addendum. Customer shall not, directly or indirectly: (1) sell, rent, sublicense, publish, display, loan, distribute or lease the Qlik Products; (2) transfer to any other person or entity any of its rights to use the Qlik Products except as expressly permitted hereunder; (3) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Qlik Products or underlying ideas or algorithms of the Qlik Products or any Software contained therein, or create derivative works from the Qlik Products unless explicitly permitted by applicable and mandatory law; remove, delete or modify any copyright notices or any other proprietary notices or legends on, in or from the Qlik Products; or (4) use the Qlik Products in any manner not authorized by this Addendum.
- (C) Qlik and its affiliates, or their respective suppliers or licensors where applicable, own and retain all right, title and interest in and to the Qlik Products, and their respective patents, trademarks (registered or unregistered), trade names, service marks, logos, designs, copyrights, trade secrets and confidential information. Customer does not acquire any right, title or interest in or to the Qlik Products or any intellectual property rights contained therein.

- (D) Customer agrees to (1) comply with all applicable local, state, national and foreign laws and regulations in connection with Customer's use of the Qlik Products, including those related to data privacy, copyright, export control and the transmission of technical or personal data; and (2) use reasonable security precautions for providing access to the Qlik Products by its employees or other individuals to whom Customer provides access and to prevent unauthorized access to use of the Qlik Products. Customer is fully responsible for all data it introduces into the Qlik Products, including but not limited to adequate protection and backup, and none of Service Provider, Qlik or their respective affiliates shall have any obligation or liability with respect thereto.
 - (E) Individual software components, each of which has its own copyright and its own applicable license conditions ("Third Party Software") may be distributed, embedded, or bundled with the Qlik Products. Such Third-Party Software is separately licensed by its copyright holder. No representations, warranties or other commitments of any kind are made regarding such Third-Party Software.
 - (F) This Addendum, and Customer's rights to access/use the Qlik Products, shall be immediately terminated upon Customer's breach of any of the terms of this Addendum.
 - (G) Service Provider grants the Customer a non-exclusive, non-transferable, revocable and non-assignable license to use each Qlik Product only in accordance with the terms of this Addendum. For clarity, the terms of the licensing agreement, as modified by this Addendum will govern the Use of the Qlik Products.
 - (H) The Customer shall ensure that (1) any copy of the Qlik Product is produced only in accordance with the terms of the Addendum and for the Customer's own benefit, (2) any such copy is clearly marked subject to copyright and confidentiality restrictions, and (3) a written list is maintained of the number of copies and place of storage. The Customer shall discontinue use and destroy or return all copies of the Qlik Products upon termination of the Addendum. Further, the Service Provider shall reserve the right to conduct audits at the Customer's premises to ascertain whether the Customer's use of the Qlik Products complies with the provisions of this Addendum.
 - (I) If Customer engages a third party hosting provider to host the Software on Customer's behalf, Customer shall be responsible for such third party hosting provider's compliance with these terms. Further, such third party hosting provider shall be restricted to hosting the Software only on Customer's behalf and may not use the Software for any other purpose.
- c) **Aurea® Actional® Interceptor SDK.** The Software is licensed or subscribed on an unlimited basis and Customer may develop, deploy, and utilize the Software in and across all of its systems and infrastructure. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AUREA ACTIONAL INTERCEPTOR SDK IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SERVICE PROVIDER MAKES NO WARRANTIES WITH RESPECT TO AUREA ACTIONAL INTERCEPTOR SDK, EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR NONINFRINGEMENT.
- d) **Distribution Channel Management™ ("DCM").** The Software is licensed or subscribed on a per Incented Personnel basis for those whose information will be processed using DCM and who will have access to and use DCM web-based applications. Customer may install the Software on as many servers as Customer deems is reasonably necessary to effectively process Customer's data for the number of Incented Personnel licensed or subscribed hereunder.
- e) **Aurea® Collaborative Enterprise.** Notwithstanding anything to the contrary, with respect to **Aurea® Collaborative Enterprise**, Service Provider adheres to the l'A.P.P (Agence pour la Protection des Programmes) with whom Service Provider regularly deposits the source code of its Software and its various updates. The Customer may have access to the source code of the Software under the Agreement only in the case of a final bankruptcy judgement of Service

Provider.

- f) **Skyvera Social or Skyvera Smart Routines.** In addition to the reporting obligations under the agreement, once per year, at least ninety (90) days prior to the expiration of the annual term, the Customer shall deliver to Service Provider the 'Active User Report' output generated by the Software as screenshot, that reflects Customer's then-current level of use of the Software.

3. ADDITIONAL TERMS APPLICABLE TO ALL SOFTWARE:

- a) **Third-Party Components.** The Software may contain or be accompanied by certain third-party components created and separately licensed to Customer by third parties. CONSEQUENTLY, SERVICE PROVIDER'S PROVISION OF THIRD-PARTY COMPONENTS TO CUSTOMER IS ON "AS IS" BASIS WITHOUT WARRANTY FROM SERVICE PROVIDER OF ANY KIND. SERVICE PROVIDER DISCLAIMS ALL WARRANTIES AND INDEMNITIES WITH RESPECT TO THE THIRD-PARTY COMPONENTS, EXPRESS OR IMPLIED, AND ASSUMES NO LIABILITY WITH RESPECT TO THE THIRD-PARTY COMPONENTS. These components, if any, may be identified in, and subject to, special license terms and conditions set forth in the "notices.txt" file accompanying the Software ("**Special Notices**"). The Special Notices include important licensing and warranty information and disclaimers. In the event of a conflict between the Special Notices and the other portions of the Agreement, the Special Notices will take precedence, but solely with respect to the third-party component(s) to which the Special Notice relates.
- b) **Patent Notices.** Customer is hereby placed on notice that the Software, Software updates, their related technology and services may be covered by one or more United States ("US") and non-US patents. A listing that associates patented and patent-pending products included in the Software, Software updates, their related technology and services with one or more patent numbers available for Customer's and the general public's access at: www.aurea.com/legal/patents/ or www.ignitotech.com/legal or <https://markings.ipdynamics.ai/esw/> (hereinafter, the "**Patent Notice**") and any successor or related locations designated by Service Provider. The association of products-to-patent numbers in the Patent Notice may not be an exclusive listing of associations, and other unlisted patents or pending patents may also be associated with the Software. Likewise, the patents or pending patents may also be associated with unlisted products. Customer agrees to regularly review the products-to-patent number(s) association at the Patent Notice to check for updates. The Software may include third-party products sublicensed by Service Provider to Customer. Some or all associations of the third-party products-to-patents are also identified in the Patent Notice by each associated third-party and product name.
- c) **For On-Premise Software ONLY:**
 - (i) **License Environment.** Unless otherwise stated in the Referencing Agreement, the Software is licensed according to the following environments:
 - (A) **Production and Production Backup.** Software may be licensed to Customer for Production or Production Backup use. The sum of License Units for Production and Production Backup must not exceed the maximum number of License Units set forth in the Referencing Agreement.
 - (B) **Non-Production.** Customer may order software for Non-Production use. If Customer ordered or obtained the Software for Non-Production use, then the Software is subject to the additional restriction that it may not be deployed for Production or Production Backup use.
 - (C) If no license environment is stated in the Referencing Agreement, then the Software is licensed for Production and Production Backup.
 - (ii) **Additional License Types.** If stated in the Referencing Agreement, the Software may be provided to the Customer for any of the following purposes:
 - (A) if the Software is provided for evaluation purposes ("**Evaluation Software**"), then the

Software may be used by Customer solely for evaluation of the Software applications, and not in conjunction with the development or deployment of such Software applications. Evaluation includes the use of the Software in performance benchmarking. Service Provider updates the Software regularly and benchmarking data for the Software is subject to change. Benchmark tests on prior versions of the Software may yield results that are not reflective of the performance of the current version of the Software. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE EVALUATION SOFTWARE CONTAINS A DISABLING DEVICE THAT WILL AUTOMATICALLY DISABLE THE EVALUATION SOFTWARE THIRTY (30) CALENDAR DAYS FROM INSTALLATION OR AS OTHERWISE AGREED IN WRITING BY THE PARTIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EVALUATION SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. SERVICE PROVIDER MAKES NO WARRANTIES WITH RESPECT TO THE EVALUATION SOFTWARE, EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR NONINFRINGEMENT;

- (B) if **digital certificates** are included with the Software, the certificates are intended as samples only, and are prohibited for use in development, deployment, or Production;
- (C) if the Software is provided for development purposes (“**Developer License**”) then Customer’s access and use of the Software is limited to internal application development and support purposes only. If the license is for components of the Software only, then such right is limited to such components. A Developer License may not be transferred; or
- (D) if the Software is provided for testing and staging purposes (“**Testing and Staging License**”) then the Customer has the right to use the Software for internal quality assurance testing purposes only and Customer may not deploy the Software in a Production environment. A Testing and Staging License may not be transferred.

4. LICENSE MODEL DESCRIPTIONS:

- ee) **Annual Order Lines** means the total number of order lines processed by the Software during a 12-month period. Customer may not exceed the licensed number of Annual Order Lines during any 12-month period unless Customer acquires additional Annual Order Line licenses from the Service Provider.
- ff) **Business Module** means the configuration for the data, user interface, reports, and business logic elements used in the Software in question as deployed by Customer. Each deployment of Software with a separately configured business module requires a separate license or subscription, but Customer may deploy validly licensed or subscribed Software without limitation as to number of services deployed. For greater certainty, the term “business module” refers to the above technical configuration issue and does not imply a reference to or limitations on use of the Software in any of the business lines conducted by Customer.
- gg) “**Cell**” is defined as physical equipment which is part of the mobile network in charge of a geographic area.
- hh) **Certified Platform** means the combination of a computer hardware version, operating system version, communications system version, windowing management system version and database system version on which the Software operates and for which the product will provide support services as set forth herein.
- ii) **Concurrent User** means the maximum number of Users which may access the Software or Third Party Software at any one time. Each simultaneous “log on” from a separate CPU shall be deemed a Concurrent User. Concurrent User licenses are assigned temporarily to a user for the duration of their active session. Once that individual ends the active session, the license may be used by

another individual and the previous user is no longer licensed to access the Software. Notwithstanding the above and for clarity, the number of Concurrent Users accessing both the Production or Non-Production copy and any test copies of the Software may not exceed the total number of Concurrent Users licensed. Use of software or hardware that reduces the number of devices directly accessing or utilizing the Software on a particular server (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of user licenses required for the Software. A user license is required for each distinct input to the multiplexing or pooling software or the hardware “front end.”

- jj) **Content Only** means a license or subscription to access content that the Service Provider shall provide to the Customer via a web feed for the countries or regions and at the frequency stated in the Referencing Agreement. For clarity, a Content Only license or subscription does not give the Customer the right to use or access the Software.
- kk) **Core** means a processor of a computer processing unit as allocated by Customer and is made up of an independent processor combined onto a single integrated circuit or silicon chip, in both virtualized and/or non-virtualized environment, and regardless of whether used in a Production, Production Backup, or Non-Production environment. If run in a virtualized environment, then one logical processor will be counted as one Core. Logical processor counting must count to peak virtual processor count provisioned at any time during subscription period.
- ll) **CPU** means any single processing unit of any model, size, power or level, including, but not limited to, a personal computer, laptop or portable computer, virtual machine, server, central processing unit or attached processor or multi-processor complex, irrespective of the number of processors, using one or more operating systems, including its associated peripheral units.
- mm) **Daily News Brief** means that the Customer is charged based on the number of newsletters purchased and distributed each day to a defined list of employee email recipients which: (i) is configured to be archived using the Software, (ii) otherwise benefits from the functionality of the Software, or (iii) interfaces with the Software.
- nn) **Disaster Recovery** means a license to the Software acquired and deployed for internal purposes to be used as part of a Customer business contingency plan when essential systems are not available for a period long enough to have a significant impact on the business.
- oo) **Email Volume** means that the Customer is charged on a per-Email message basis for Use (as defined in the applicable Agreement) of the Software. All Use of the Software is further subject to the terms of the Agreement.
- pp) **Incented Personnel** means: (i) Customer’s sales representatives and staff who are located in the United States and are paid by Customer, in whole or in part, on a commission or similar incentive basis, including their managers and other supervisory personnel, and (ii) Customer’s employees, contingent workers, and permitted contractors who have a business need to use the Software (as defined below) for administration, implementation, and internal support purposes.
- qq) **Instance** means a single installation of the Software running on an operating system. For clarity, if the Software has been loaded into memory multiple times, then the number of Software licenses required in such circumstances will directly correspond to the number of times the Software has been loaded.
- rr) **Java Virtual Machine** means a Java operating program that sits on top of a computer's operating system and runs a single copy of the Software. For clarity, if the Software has been loaded into the Java Virtual Machine multiple times, then the number of Software licenses required in such circumstances will directly correspond to the number of times the Software has been loaded.
- ss) **List Capacity** means that the Customer is charged based on the total number of subscribers (actively counting duplicates) across all lists aggregated across all servers in a clustered configuration which: (i) is configured to be archived using the Software, (ii) otherwise benefits from the functionality of the Software, or (iii) interfaces with the Software.
- tt) **Mailbox** means the number of individual email mailbox which: (i) is configured to be archived

using the Software, (ii) otherwise benefits from the functionality of the Software, or (iii) interfaces with the Software. Customer may allocate Software license to email mailboxes associated with employees or contractors of (A) Customer, (B) Customer's affiliates, and (C) Customer's customers and business partners. The allocation of Software licenses is permanent and Software licenses cannot be reshared or exchanged between email mailboxes. Notwithstanding the above, Software licenses may be reallocated to another individual email inbox if the original email mailbox is no longer: (1) configured to be archived using the Software, (2) otherwise benefits from the functionality of the Software, or (3) interfaces with the Software. Customer must keep a record of all email mailboxes which have been allocated Software licenses. The Software may be loaded and executed on an unlimited number of Servers or CPUs.

- uu) **Managed Device** means any single physical hardware device licensed to access the Software from the Customer's premises including, but not limited to a gateway device, LAN-side end device, a router, a set-top box or a VoIP device, or on which the Software has been installed.
- vv) **Model Count** means that the Customer is charged based on the total number of models which: (i) is configured to be archived using the Software, (ii) otherwise benefits from the functionality of the Software, or (iii) interfaces with the Software.
- ww) **Named Account** means that the Service licensed or subscribed to Customer may be Used (as defined in the applicable Agreement) by a limited number of individual accounts, each identified by a unique account ID (*i.e.*, the Named Account), the maximum number of which is specified in the Referencing Agreement under the heading "Entitlement." Customer may designate different Named Accounts at any time without notice to Service Provider so long as the permitted number of Named Accounts is not exceeded. All Use is further subject to the terms of the Agreement.
- xx) **"Named Device"** means a device authorized on behalf of the Customer to Use the Software. The Customer must be able to identify and count each Named Device. A Named Device does not need to be registered to Use the Software in order to be counted as such. A subscription may be transferred from one Named Device to another provided that the original Named Device no longer uses or is no longer permitted to access the Software.
- yy) **Named User** means that the Service licensed or subscribed to Customer may be Used (as defined in the applicable Agreement) by a limited number of individual users, each identified by a unique user ID (*i.e.*, the Named User), the maximum number of which is specified in the Referencing Agreement under the heading "Entitlement." Customer may designate different Named Users at any time without notice to Service Provider so long as the permitted number of Named Users is not exceeded. All Use is further subject to the terms of the Agreement.
- zz) **Non-Production** means a Software license acquired and deployed for internal purposes to be used in the following environments: development, system testing, integration testing, user acceptance testing, performance testing, staging, quality assurance, or pre- and post-production. If Customer obtained a Non-Production Software license, then such licenses may never be used in a Production (as defined below) environment.
- aaa) **Page View** means that the Customer is charged on the number of instances that internet users visit the Customer's particular website page which: (i) is configured to be archived using the Software, (ii) otherwise benefits from the functionality of the Software, or (iii) interfaces with the Software.
- bbb) **Production** means a Software license acquired and deployed for internal purposes to be used in a live usage environment for operational business and/or revenue generating purposes.
- ccc) **Production Backup** means a Software license acquired and deployed for internal purposes to be used in a manner that makes it ready and available to be moved into Production at any time and includes: Disaster Recovery, Continuous Availability Architecture® ("CAA"), high-availability, and hot-standby, warm-standby, or cold-standby.
- ddd) **Recipients** mean that the Services licensed to Customer may be Used by a limited number of individual users, each identified by a unique user ID (*i.e.*, the Named User), the maximum number of which is specified in the Referencing Agreement under the heading "Entitlement." Customer may designate different Recipients at any time without notice to Service Provider so

long as the permitted number of Recipients is not exceeded. All Use is further subject to the terms of the Agreement.

Recipient groups can be designated in any way the Customer chooses. Users can be organized according to department, job function, location, *etc.* The possibilities are endless.

- eee) **Server Seats** means the number of authorized servers on which the Software may be installed and used.
- fff) **Site** means, as applicable, either (i) a single sub-entity created with a domain name customization, or (ii) the physical location and the hardware/ operating system environment on which the Software may be installed and used as stated in the Referencing Agreement.
- ggg) **Transaction** means the number of the types of transactions listed in the Referencing Agreement that Customer may complete during the term specified therein. In the event Customer exceeds the allotted transaction volume at any time during the term, the Service Provider will invoice Customer at an agreed rate for each additional transaction over the allotted amount.
- hhh) **User** means, unless otherwise defined in this Addendum for specific software, a single individual authorized to Use the Software in any role including administrators, developers, and end- user operators.

5. SCOPE OF USE AND RELATED TERMS FOR SPECIFIC SOFTWARE:

g) **CloudFix.**

(iii) If no fee is being charged for the CloudFix product, the parties agree that if Customer ever reduces its spend on Primary Products/ primary Software, as applicable, or Customer's rights to any Primary Products/ primary Software are cancelled or terminated, Service Provider shall have the right, in Service Provider's sole discretion, to cancel the license and access to the CloudFix product upon 15 days' notice.

(iv) The CloudFix product works as a recommendation engine, therefore, Customer's license to use the CloudFix product is limited to using the CloudFix product solely for the purpose of analyzing and implementing AWS related cost savings within Customer's own AWS environment (the "**Permitted Use**"), solely as described in the standard CloudFix product documentation that accompanies the CloudFix product. The CloudFix product may be accessed and Used by the number of Customer employees that are reasonably necessary to perform the Permitted Use. Customer agrees that although the operability of the software that makes up the CloudFix product is covered by Customer's support plan with Service Provider, THE RECOMMENDATIONS AND OUTPUTS (THE "**DATA**") GENERATED BY THE CLOUDFIX PRODUCT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK OF USE OF THE DATA SHALL BE WITH THE CUSTOMER. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE DATA MAY CONTAIN SOME NONCONFORMITIES, DEFECTS, OR ERRORS. SERVICE PROVIDER DOES NOT WARRANT THAT THE DATA WILL MEET THE CUSTOMER'S NEEDS OR EXPECTATIONS, THAT THE USE OF THE DATA WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES, DEFECTS, OR ERRORS CAN OR WILL BE CORRECTED. SERVICE PROVIDER IS NOT INVITING RELIANCE ON THE DATA, AND THE USER SHOULD ALWAYS VERIFY ACTUAL DATA.

h) **Qlik Products.** The following terms and conditions apply to the Qlik Products (defined below).

(iv) **Definitions.** The following terms have the meanings given to them below.

- (D) "**Advanced User**" is a User that is permitted to author sheets, objects, reports and charts based on the pre-existing dataset provided by Service Provider based on the Software.

- (E) **“User”** means an employee of the Customer.
 - (F) **“Viewer User”** is a User that is limited to viewing the data and other information as displayed via the Software, but not to (1) create any application, sheet, report or visualizations and (2) update or share any data, in any Software.
- (v) **Qlik Products License Models.** Unless otherwise stated in the Referencing Agreement, the license models for the Software are as follows:
- (B) If the Software is **Aurea® Platform Analytics Powered by Qlik®** the Software is licensed or subscribed on a (1) per Advanced User or (2) per Viewer User basis, where the total number of Advanced Users or Viewer Users cannot exceed the number of licenses or subscriptions purchased by the Customer.
- (vi) **Qlik Product Terms.**
- (J) Customer acknowledges that the Software contains or incorporates proprietary software owned by QlikTech Inc. and its affiliates (**“Qlik Products”**). Customer is expressly prohibited from using the Qlik Products in any way other than integrated with the data structures of the Software. Customer has no license or any other right to the Qlik Products, and may under no circumstances whatsoever use the Qlik Products independently or separated from the Software. Qlik and its affiliates are third party beneficiaries of this Addendum and may enforce the applicable terms and conditions of this Addendum.
 - (K) Customer may only use the Qlik Products for its own internal purposes in accordance with the terms of this Addendum. Customer shall not, directly or indirectly: (1) sell, rent, sublicense, publish, display, loan, distribute or lease the Qlik Products; (2) transfer to any other person or entity any of its rights to use the Qlik Products except as expressly permitted hereunder; (3) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Qlik Products or underlying ideas or algorithms of the Qlik Products or any Software contained therein, or create derivative works from the Qlik Products unless explicitly permitted by applicable and mandatory law; remove, delete or modify any copyright notices or any other proprietary notices or legends on, in or from the Qlik Products; or (4) use the Qlik Products in any manner not authorized by this Addendum.
 - (L) Qlik and its affiliates, or their respective suppliers or licensors where applicable, own and retain all right, title and interest in and to the Qlik Products, and their respective patents, trademarks (registered or unregistered), trade names, service marks, logos, designs, copyrights, trade secrets and confidential information. Customer does not acquire any right, title or interest in or to the Qlik Products or any intellectual property rights contained therein.
 - (M) Customer agrees to (1) comply with all applicable local, state, national and foreign laws and regulations in connection with Customer’s use of the Qlik Products, including those related to data privacy, copyright, export control and the transmission of technical or personal data; and (2) use reasonable security precautions for providing access to the Qlik Products by its employees or other individuals to whom Customer provides access and to prevent unauthorized access to use of the Qlik Products. Customer is fully responsible for all data it introduces into the Qlik Products, including but not limited to adequate protection and backup, and none of Service Provider, Qlik or their respective affiliates shall have any obligation or liability with respect thereto.
 - (N) Individual software components, each of which has its own copyright and its own applicable license conditions (**“Third Party Software”**) may be distributed, embedded, or bundled with the Qlik Products. Such Third-Party Software is separately licensed by its copyright holder. No representations, warranties or other commitments of any kind are made regarding such Third-Party Software.
 - (O) This Addendum, and Customer’s rights to access/use the Qlik Products, shall be

immediately terminated upon Customer's breach of any of the terms of this Addendum.

- (P) Service Provider grants the Customer a non-exclusive, non-transferable, revocable and non-assignable license to use each Qlik Product only in accordance with the terms of this Addendum. For clarity, the terms of the licensing agreement, as modified by this Addendum will govern the Use of the Qlik Products.
 - (Q) The Customer shall ensure that (1) any copy of the Qlik Product is produced only in accordance with the terms of the Addendum and for the Customer's own benefit, (2) any such copy is clearly marked subject to copyright and confidentiality restrictions, and (3) a written list is maintained of the number of copies and place of storage. The Customer shall discontinue use and destroy or return all copies of the Qlik Products upon termination of the Addendum. Further, the Service Provider shall reserve the right to conduct audits at the Customer's premises to ascertain whether the Customer's use of the Qlik Products complies with the provisions of this Addendum.
 - (R) If Customer engages a third party hosting provider to host the Software on Customer's behalf, Customer shall be responsible for such third party hosting provider's compliance with these terms. Further, such third party hosting provider shall be restricted to hosting the Software only on Customer's behalf and may not use the Software for any other purpose.
- i) **Aurea® Actional® Interceptor SDK.** The Software is licensed or subscribed on an unlimited basis and Customer may develop, deploy, and utilize the Software in and across all of its systems and infrastructure. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AUREA ACTIONAL INTERCEPTOR SDK IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SERVICE PROVIDER MAKES NO WARRANTIES WITH RESPECT TO AUREA ACTIONAL INTERCEPTOR SDK, EXPRESS, IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR NONINFRINGEMENT.
 - j) **Distribution Channel Management™ ("DCM").** The Software is licensed or subscribed on a per Incented Personnel basis for those whose information will be processed using DCM and who will have access to and use DCM web-based applications. Customer may install the Software on as many servers as Customer deems is reasonably necessary to effectively process Customer's data for the number of Incented Personnel licensed or subscribed hereunder.
 - k) **Aurea® Collaborative Enterprise.** Notwithstanding anything to the contrary, with respect to **Aurea® Collaborative Enterprise**, Service Provider adheres to the l'A.P.P (Agence pour la Protection des Programmes) with whom Service Provider regularly deposits the source code of its Software and its various updates. The Customer may have access to the source code of the Software under the Agreement only in the case of a final bankruptcy judgement of Service Provider.
 - l) **Skyvera Social or Skyvera Smart Routines.** In addition to the reporting obligations under the agreement, once per year, at least ninety (90) days prior to the expiration of the annual term, the Customer shall deliver to Service Provider the 'Active User Report' output generated by the Software as screenshot, that reflects Customer's then-current level of use of the Software.

6. ADDITIONAL TERMS APPLICABLE TO ALL SOFTWARE:

- d) **Third-Party Components.** The Software may contain or be accompanied by certain third-party components created and separately licensed to Customer by third parties. CONSEQUENTLY, SERVICE PROVIDER'S PROVISION OF THIRD-PARTY COMPONENTS TO CUSTOMER IS ON "AS IS" BASIS WITHOUT WARRANTY FROM SERVICE PROVIDER OF ANY KIND. SERVICE PROVIDER DISCLAIMS ALL WARRANTIES AND INDEMNITIES WITH RESPECT TO THE THIRD-PARTY COMPONENTS, EXPRESS OR IMPLIED, AND ASSUMES NO LIABILITY WITH RESPECT TO THE THIRD-PARTY COMPONENTS.

These components, if any, may be identified in, and subject to, special license terms and conditions set forth in the "notices.txt" file accompanying the Software ("**Special Notices**"). The Special Notices include important licensing and warranty information and disclaimers. In the event of a conflict between the Special Notices and the other portions of the Agreement, the Special Notices will take precedence, but solely with respect to the third-party component(s) to which the Special Notice relates.

- e) **Patent Notices.** Customer is hereby placed on notice that the Software, Software updates, their related technology and services may be covered by one or more United States ("US") and non-US patents. A listing that associates patented and patent-pending products included in the Software, Software updates, their related technology and services with one or more patent numbers available for Customer's and the general public's access at: www.aurea.com/legal/patents/ or www.ignitotech.com/legal or <https://markings.ipdynamics.ai/esw/> (hereinafter, the "**Patent Notice**") and any successor or related locations designated by Service Provider. The association of products-to-patent numbers in the Patent Notice may not be an exclusive listing of associations, and other unlisted patents or pending patents may also be associated with the Software. Likewise, the patents or pending patents may also be associated with unlisted products. Customer agrees to regularly review the products-to-patent number(s) association at the Patent Notice to check for updates. The Software may include third-party products sublicensed by Service Provider to Customer. Some or all associations of the third-party products-to-patents are also identified in the Patent Notice by each associated third-party and product name.
- f) **For On-Premise Software ONLY:**
- (iii) **License Environment.** Unless otherwise stated in the Referencing Agreement, the Software is licensed according to the following environments:
- (A) **Production and Production Backup.** Software may be licensed to Customer for Production or Production Backup use. The sum of License Units for Production and Production Backup must not exceed the maximum number of License Units set forth in the Referencing Agreement.
- (B) **Non-Production.** Customer may order software for Non-Production use. If Customer ordered or obtained the Software for Non-Production use, then the Software is subject to the additional restriction that it may not be deployed for Production or Production Backup use.
- (C) If no license environment is stated in the Referencing Agreement, then the Software is licensed for Production and Production Backup.
- (iv) **Additional License Types.** If stated in the Referencing Agreement, the Software may be provided to the Customer for any of the following purposes:
- (A) if the Software is provided for evaluation purposes ("**Evaluation Software**"), then the Software may be used by Customer solely for evaluation of the Software applications, and not in conjunction with the development or deployment of such Software applications. Evaluation includes the use of the Software in performance benchmarking. Service Provider updates the Software regularly and benchmarking data for the Software is subject to change. Benchmark tests on prior versions of the Software may yield results that are not reflective of the performance of the current version of the Software. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE EVALUATION SOFTWARE CONTAINS A DISABLING DEVICE THAT WILL AUTOMATICALLY DISABLE THE EVALUATION SOFTWARE THIRTY (30) CALENDAR DAYS FROM INSTALLATION OR AS OTHERWISE AGREED IN WRITING BY THE PARTIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EVALUATION SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SERVICE PROVIDER MAKES NO WARRANTIES WITH RESPECT TO THE EVALUATION SOFTWARE, EXPRESS, IMPLIED, OR

ARISING BY CUSTOM OR TRADE USAGE, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR NONINFRINGEMENT;

- (B) if **digital certificates** are included with the Software, the certificates are intended as samples only, and are prohibited for use in development, deployment, or Production;
- (C) if the Software is provided for development purposes (“**Developer License**”) then Customer’s access and use of the Software is limited to internal application development and support purposes only. If the license is for components of the Software only, then such right is limited to such components. A Developer License may not be transferred; or
- (D) if the Software is provided for testing and staging purposes (“**Testing and Staging License**”) then the Customer has the right to use the Software for internal quality assurance testing purposes only and Customer may not deploy the Software in a Production environment. A Testing and Staging License may not be transferred.

Scale Computing, Inc.
End User Software License Agreement

This End User Software License Agreement (“**Agreement**” or “**EULA**”) is a legal agreement between Scale Computing, Inc., a Delaware corporation with an office at 525 S. Meridian – Suite 3E, Indianapolis, IN 46225 (“**Scale Computing**”) and the legal entity on whose behalf you are entering into these terms (“**you**” or “**Customer**”). Each of Scale Computing and Customer is a “**Party**” and together, the “**Parties**.”

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS EULA, THEN DO NOT INSTALL, COPY OR USE THE SOFTWARE.

1. DEFINITIONS

- 1.1. “**Clustered System**” means three or more Nodes that have been joined together in a Scale Computing supported configuration utilizing native hardware and software components to create a single unified system.
- 1.2. “**Documentation**” means user manuals, help files, or other documentation, in whatever form, relating to the Software.
- 1.3. “**Licensed Unit**” means, Nodes, Clustered Systems, chassis, CPUs, or other measurable metric or unit by which the Software is licensed.
- 1.4. “**Node**” means a physical server with its own unique IP address.
- 1.5. “**Order Form**” means the order form, agreement or other ordering document between Customer and Scale Computing or its authorized reseller pursuant to which Customer purchased the right to use the Software.
- 1.6. “**Shipment Date**” means the date of shipment of product or licenses by Scale Computing or its authorized reseller.
- 1.7. “**Software**” means the object code version of Scale Computing’s virtualization software referred to as HyperCore or SC//HyperCore, previously referred to as HC3.

2. TERM AND TERMINATION

- 2.1. Term. This Agreement is effective beginning upon the earlier of Customer’s acceptance of this Agreement or when Customer first downloads, installs, breaks the applicable seal or otherwise uses the Software, and, unless terminated earlier in accordance with its terms, shall continue for the subscription period indicated on the Order Form (the “**Term**”).
- 2.2. Termination by Scale Computing. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the Contract Disputes Clause (Contract Disputes Act). Scale Computing shall comply with any decision of the Contracting Officer, subject to any appeals and as required under applicable law.
- 2.3. Termination by Customer. Customer may terminate this Agreement: (a) at any time by providing notice to Scale Computing of desire to terminate and specifying the effective date of such termination, or (b) in the event Scale Computing breaches any material term or condition of this Agreement and fails to remedy any such breach within thirty (30) days of receiving notice thereof from Customer, by providing notice to Scale Computing.
- 2.4. Effect of Termination of Agreement. Upon termination or expiration of this Agreement, Customer shall immediately cease all use of the Software, the Documentation or related materials, and destroy all copies of the Software, Documentation or related materials. If requested by Scale Computing, Customer will certify to Scale Computing in a writing signed by an officer of Customer that Customer has destroyed all such copies. Customer further agrees that in the event of such termination or expiration, all fees or charges due for the remaining Term shall immediately become due and payable under this Agreement unless it was terminated for Scale Computing’s material breach. Scale Computing’s obligations under this Agreement shall cease upon termination or expiration thereof.
- 2.5. Post-Termination Obligations. If this Agreement is terminated for any reason any and all liabilities accrued prior to the effective date of the termination will survive.
- 2.6. Survival. Notwithstanding anything to the contrary herein, Sections 1, 2.4, 2.5, 2.6, 3.2, 3.5, 3.6, 3.7, 5, 7, 8, and 9 will survive termination or expiration of this Agreement. Rights to access the Software do not survive the Term.

3. LICENSE AND INTELLECTUAL PROPERTY

3.1. License Grant - Software. Upon Customer's full payment of the required license fees as specified in the Order Form, Scale Computing hereby grants to Customer, and Customer hereby accepts, a limited, nonexclusive, nontransferable, non-sublicensable license to: (a) install the number of Licensed Units of Software onto equipment authorized by Scale Computing, as indicated in the Order Form, and (b) use the Software solely for the number of Licensed Units purchased as embedded in, for execution on, or (where the applicable Documentation permits installation on equipment not authorized by Scale Computing) for communication with, Scale Computing-authorized equipment by Customer in accordance with the applicable Documentation, in each case subject to the terms and conditions set forth herein.

3.2. License Grant - Documentation. Scale Computing may provide Documentation to Customer. Scale Computing hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license under Scale Computing's rights in the Documentation to use such Documentation solely to enable Customer to exercise its rights to use the Software.

3.3. Single Node Systems. With the exception of HyperCore Edge systems, in the event Customer purchases and operates a Node by itself and not in a Clustered System ("**SNS System**"), Customer must replicate Customer's applications and data to another system sufficient to allow Customer to failover to such system and run Customer's applications and access its data while the SNS System is inoperable for any reason.

3.4. General Restrictions. Except and solely to the extent such restriction is impermissible under applicable law, and other than as expressly set forth in this Agreement, Customer will not, and will not assist or permit any third party to: (a) disassemble, reverse engineer, decompile, or otherwise attempt to derive the source code of the Software or any component thereof, (b) copy, reproduce, modify, alter or otherwise create any derivative works of the Software or any component thereof, (c) sell, lease, sublicense, transfer or otherwise convey the Customer's rights to or license in the Software to any third party, (d) make the software available to a third party on a network, service bureau or as-a-service basis; (e) use the Software to violate, misappropriate, or infringe the rights of any third party, (f) interfere with or circumvent any feature of the Software, including any security or access control mechanisms, (g) use the Software in any way that is not in accordance with this EULA, including the license grant, applicable Documentation, in a way that violates applicable law, or in excess of the limitations of any subscription, including the number of Licensed Units, (h) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs, (i) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software, including any copy thereof, or (j) attempt to do any of the foregoing.

3.5. Customer Data. As between Scale Computing and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to any data or information on the computing systems managed operated by the Software ("**Customer Data**").

3.6. Software Data. The Software may report to Scale Computing or Scale Computing may otherwise obtain usage-based and other information related to the Software, including Customer's use thereof ("**Software Data**"). Customer hereby grants Scale Computing a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, fully transferable, irrevocable, perpetual license to use, process, transmit, store, disclose, and otherwise exploit the Software Data. Customer further acknowledges that the Software may contain the capability to self-report back to Scale Computing any issues with the Software, the computing systems running or managed by the Software, and other relevant metrics ("**Reported Data**"). Customer agrees that it shall not interfere with the capability of the Software to collect Reported Data and transmit such Reported Data to Scale Computing. In addition, Customer acknowledges that in the event such capability is disabled or otherwise unavailable, Customer may lose the ability to use certain features or functionality of the Software.

3.7. Feedback. If Customer provides any feedback to Scale Computing concerning the functionality and performance of the Software, or any corresponding Documentation (including identifying potential errors and improvements), Customer hereby grants to Scale Computing a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, fully transferable, irrevocable, perpetual license to use and exploit such feedback without payment or restriction. Scale Computing acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

3.8. Reservation of Rights. As between the Parties, Scale Computing owns all right, title, and interest, including all intellectual property rights, in and to the Software, the corresponding Documentation, and any improvements to any of Scale Computing's products or services made as a result of Scale Computing's use, processing, or generation of Customer Data and Software Data. Scale Computing reserves all rights not

granted.

3.9. License Limitations. The availability of certain features depends on the type of license Customer purchases. Some features may not be enabled or supported for certain license types. Information regarding the availability of features by license type is available at the following support matrix:

<https://info.scalecomputing.com/schypercore-software-support-guide>. The version of the matrix that is in effect at the time of Customer's purchase will govern the features available to Customer.

4. ADDITIONAL SERVICES AND TERMS.

4.1. Maintenance and Support Services. Scale Computing may provide Customer with maintenance and support services related to the Software ("**Support Services**"). Such Support Services shall be provided pursuant to Scale Computing's then-current standard terms for such Support Services attached hereto. Unless otherwise indicated by Scale Computing, all supplemental software code or Documentation provided to Customer as part of the Support Services, if any, will be deemed to be Software hereunder and use of such code or Documentation be subject to the terms and conditions of this Agreement.

4.2. Scale Computing Fleet Manager. If Customer's Order Form includes the right to access Scale Computing's online management platform, Scale Computing Fleet Manager (or "**SC//Fleet Manager**"), such access is provided under the Scale Computing Fleet Manager Terms attached hereto, and Customer agrees to such SC//Fleet Manager terms. Customer's rights to use the SC//Fleet Manager platform does not extend beyond Customer's subscription to SC//HyperCore.

4.3. Third Party Software. The Software may include, or may be distributed on the same media or in the same download with third-party software, including open source software ("**Third Party Technology**"). Use of such Third Party Technology may be governed by separate copyright notices and license provisions, including those listed at <https://www.scalecomputing.com/open-source-licensing-agreements>.

5. CONFIDENTIALITY

5.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by or otherwise obtained from a Party ("**Disclosing Party**") to or by the other Party ("**Receiving Party**"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" of a Disclosing Party includes such Disclosing Party's technology and technical information. Without limiting the foregoing, Scale Computing's "Confidential Information" includes the Software, all corresponding Documentation, and all Scale Computing technical information. "Confidential Information" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. This Section 5 does not apply to Customer Data, Software Data, or Reported Data.

5.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and (b) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

Notwithstanding the foregoing, the Receiving Party is permitted to disclose Confidential Information of the Disclosing Party on a need-to-know basis to employees, contractors, and agents of its affiliates. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Scale Computing recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released to the extent required thereunder, despite being characterized as "confidential" by the vendor.

6. WARRANTIES AND DISCLAIMER

6.1. Mutual Warranties. Each Party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms and (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of this Agreement.

6.2. Limited Warranty by Scale Computing:

6.2.1. Scale Computing warrants to Customer that for a period of thirty (30) days commencing from the Shipment Date ("**Warranty Period**") the Software substantially conforms to its published specifications. After the Warranty Period, any Software errors will be addressed through Support Services.

6.2.2. Customer's sole and exclusive remedy and Scale Computing's sole and exclusive liability arising out of or related to a breach of warranty shall be limited, at Scale Computing's election, to do the following, and provided, that, any claims must be made within the Warranty Period: (a) repair the defective Software, (b) replacement of the defective Software, or (c) refund of the license fees actually paid by Customer and received by Scale Computing for the affected Software,. For the avoidance of doubt, Customer shall remain responsible for its own costs in connection with receipt of such remedies, including, by way of example, the cost of shipping the hardware on which the Software is installed to Scale Computing.

6.3. Limitations. Scale Computing shall have no liability or obligation with regard to Scale Computing's breach of any warranty hereunder in the event the Software or any related product or equipment supplied by Scale Computing: (a) has been altered, except by Scale Computing, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Scale Computing, (c) has been subjected to abnormal physical or electrical stress, misuse negligence, virus or accident, or (d) is licensed for beta, trial, evaluation or demonstration basis for which Scale Computing does not receive a payment or license fee.

6.4. High Risk Activity. Customer agrees that the Software is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct lifesupport machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, "**High Risk Activities**"). Customer acknowledges that the Customer's right to use the Software does not extend to use in connection with High Risk Activities, and Customer hereby agrees to indemnify Scale Computing from any and all liabilities, losses, harm or other costs (including reasonable attorney's fees) incurred by Scale Computing resulting from Customer's use of the Software in connection with High Risk Activities.

6.5. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION, SCALE COMPUTING MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. SCALE COMPUTING EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NONINFRINGEMENT. SCALE COMPUTING DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE. SCALE COMPUTING DOES NOT WARRANT THAT THE SOFTWARE, OR THE DOCUMENTATION ARE ERROR-FREE OR THAT OPERATION OF THE SOFTWARE WILL BE SECURE, FULLY AVAILABLE OR UNINTERRUPTED. SCALE COMPUTING DOES NOT WARRANT THAT ANY INFORMATION PROVIDED ON, IN OR THROUGH THE SOFTWARE OR THE DOCUMENTATION IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. SCALE COMPUTING EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE SOFTWARE, OR THE DOCUMENTATION. SCALE COMPUTING DOES NOT WARRANT AGAINST LOSS OF DATA. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

7. INDEMNIFICATION

7.1. Defense by Scale Computing. Scale Computing will, at its expense, either has the right to intervene to defend Customer from or settle any claim, proceeding, or suit (“**Claim**”) brought by a third party against Customer alleging that Customer’s use of the Software infringes or misappropriates the rights of such third party if:

(a) Customer gives Scale Computing prompt written notice of the Claim; (b) Customer grants Scale Computing full and complete control over the defense and settlement of the Claim; and (c) Customer provides assistance in connection with the defense and settlement of the Claim as Scale Computing may reasonably request. Customer will not defend or settle any Claim subject to indemnification under this Section without Scale Computing’s prior written consent. Customer will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Scale Computing will have sole control over the defense and settlement of the Claim.

7.2. Indemnification by Scale Computing. Scale Computing will indemnify Customer from and pay (a) all damages, costs, and attorneys’ fees finally awarded against Customer in any Claim under Section 7.1; (b) all out-of-pocket costs (including reasonable attorneys’ fees) reasonably incurred by Customer in connection with the defense of a Claim under Section 7.1 (other than attorneys’ fees and costs incurred without Scale Computing’s consent after Scale Computing has accepted defense of the Claim); and (c) all amounts that Scale Computing agrees to pay to any third party to settle any Claim under Section 7.1.

7.3. Exclusions from Obligations. Notwithstanding the above, Scale Computing will have no obligation under Section 7.1 for any infringement or misappropriation to the extent that it arises out of or is based upon any of the following (the “**Excluded Claims**”): (a) use of the Software in combination with other products or services not provided by Scale Computing if such infringement or misappropriation arose out of such combination; (b) features of the Software that are provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation arose out of the compliance with such designs, requirements, or specifications; (c) use of the Software by Customer for purposes not intended or outside the scope of the license granted to Customer; (d) Customer’s failure to use the Software in accordance with instructions provided by Scale Computing, if the infringement or misappropriation arose out of such failure; or (e) use of a version of the Software after a subsequent version has been released and provided to Customer, which subsequent version does not contain or perform the alleged infringing materials or activities.

7.4. Remedy. If Scale Computing becomes aware of, or anticipates, a Claim subject to indemnification under Sections 7.1 and 7.2, then Scale Computing may, at its option (a) modify the Software so that it becomes non-infringing; (b) obtain a license to the third-party intellectual property rights giving rise to the Claim; or (c) terminate this Agreement. If Scale Computing elects to terminate this Agreement under this Section 7.4, Scale Computing will refund to Customer any unused, prepaid fees on a pro rata basis.

7.5. Limited Remedy. Sections 7.1, 7.2, 7.3, and 7.4 state Scale Computing’s sole and exclusive liability, and Customer’s sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by Software.

8. LIMITATIONS OF LIABILITY

8.1. Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SCALE COMPUTING WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THESE TERMS, EVEN IF SCALE COMPUTING IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL SCALE COMPUTING BE LIABLE FOR ANY LOSS OF DATA STORED IN, OR IN CONNECTION WITH, THE SOFTWARE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

8.2. Cap on Liability. UNDER NO CIRCUMSTANCES WILL SCALE COMPUTING’S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE SOFTWARE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE FACTS OR CIRCUMSTANCES GIVING RISE TO THE

CLAIM.

8.3. Independent Allocations of Risk. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN SECTION 8 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE TERMS.

9. GENERAL

9.1. Relationship. The Parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

9.2. Use of Brand Name. Scale Computing and its affiliates may use the name of Customer (and Customer's parent company) (the "**Customer Marks**") solely for the purpose of identifying Customer as a licensee or customer of Scale Computing and its affiliates in a 'customer' section of their websites, brochures, or other promotional materials, or as part of a list of their customers in a press release or other public relations materials to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. Any such limited use shall include proper attribution to Customer or its parent company of any trademark or logo of Customer or its parent company, and shall in no way suggest that Scale Computing and its affiliates are affiliated with, or speaking on behalf of, Customer or Customer's parent company. Any other press releases or marketing materials referring to the Customer Marks shall require mutual approval in writing prior to public dissemination thereof. Without limiting the foregoing, Customer may object to use of the Customer Marks by providing written notice to Scale Computing specifying the objectionable uses, and Scale Computing and its affiliates will use reasonable efforts to promptly cease the identified uses following receipt of such notice.

9.3. Customer Records. Customer grants to Scale Computing and its independent accountants the right to examine Customer's books and records during Customer's normal business hours to verify compliance with this Agreement. In the event that such failure includes Customer's use of the Software that exceeds the scope of the rights granted hereunder, Customer shall promptly pay to Scale Computing the appropriate license fees for such excess use at Scale Computing's then-current GSA Schedule rates plus interest at interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. The terms of this Section shall survive any termination or expiration of this Agreement.

9.4. Assignability. Customer shall not assign or otherwise transfer its rights under this Agreement without the prior written consent of Scale Computing. Any attempt to make such an assignment without Scale Computing's consent shall be void.

9.5. U.S. Government Restricted Rights. The Software and any accompanying Documentation is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Software and accompanying Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

9.6. Notices. All notices and other communications required or permitted hereunder shall be in writing and be deemed given when delivered personally or sent by certified or registered mail, return receipt requested, to the appropriate Party at the address set forth in Customer's order for Scale Computing software and with the appropriate postage affixed. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section 9.6.

9.7. Force Majeure. In accordance with GSA 552.212-4(f), Neither Party will be liable to the other Party for any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, including, without limitation, Acts of God, accident, death, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the Party failing or delaying in

performance.

9.8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Federal laws of the United States, without regard to the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

9.9. **Waiver.** Waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. Failure by either Party to enforce any provisions of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

9.10. **Severability.** If a court or arbitrator of competent jurisdiction holds any term of this Agreement invalid or unenforceable, such term will be reduced or otherwise modified by such court or arbitrator to the minimum extent necessary to make it valid and enforceable. If such term cannot be so modified, it will be severed and the remaining terms of this Agreement will be interpreted in such ways as to give maximum validity and enforceability to this Agreement. If any material limitation or restriction on the use of the Software and any accompanying Documentation under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use the Software will immediately terminate.

9.11. **Entire Agreement.** This Agreement, including all exhibits, constitutes the entire agreement between these Parties and supersedes, and the terms of this Agreement govern, all prior and contemporaneous oral and written communications regarding this transaction, except that this Agreement do not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to this Agreement being executed, nor do they affect the validity of any agreements between the Parties relating to products or services of Scale Computing other than the Software. No employee, agent, or other representative of Scale Computing has any authority to bind Scale Computing with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the Parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may not be altered, modified, or amended except by written amendment duly executed by authorized representatives of each Party hereto. Scale Computing will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, purchase order, or otherwise, unless Scale Computing specifically provides a written acceptance of such provision signed by an authorized representative of Scale Computing. Scale Computing may non-materially update this Agreement from time to time and any updates will be binding at time of Customer's next renewal of Software and any accompanying Documentation. Customer will periodically check for non-material updates to this Agreement, including prior to any renewal.

9.12. **Export Restrictions.** Customer acknowledges that the Software, Documentation, or any related materials may be subject to export control laws and regulations, and that each of Scale Computing and Customer is responsible for their own compliance with such laws and regulations. This requirement shall survive expiration or termination of this Agreement.

SCALE COMPUTING, INC.

TERMS OF SUPPORT AND MAINTENANCE

These Terms of Support and Maintenance (these “**Terms**”) set forth the terms pursuant to which Scale Computing, Inc. (“**Scale Computing**”) will provide Support Services to the individual or entity who has purchased or licensed a Covered Product (“**Customer**”). Each of Scale Computing and Customer is a “**Party**” and together, the “**Parties**.” By entering into an Order Form for Support Services, purchasing a Covered Product, or otherwise using or accessing a Covered Product, Customer agrees to be bound by these Terms.

1. DEFINITIONS

- 1.1. “**Clustered System**” means three or more Covered Products that have been joined together in a Scale Computing-supported configuration utilizing native hardware and software components to create a single unified system.
- 1.2. “**Covered Product**” means a hardware appliance or software sold by Scale Computing or Scale Computing’s authorized reseller to Customer for which Customer has purchased Support Services.
- 1.3. “**Customer Data**” means any electronic data submitted by or on behalf of Customer to Scale Computing in connection with the Support Services.
- 1.4. “**Dark Site**” means a location that does not have internet capabilities or which is not connected to the internet.
- 1.5. “**Error**” means any failure of a Covered Product to substantially conform to its published specifications.
- 1.6. “**High Temperature Alert**” means an alert shown by a Covered Product indicating that the temperature of the Covered Product or a component thereof is approaching or has exceeded the manufacturer’s temperature thresholds for safety and proper operation of such Covered Product or component.
- 1.7. “**Order Form**” means the order form, purchase order, or other ordering document pursuant to which Customer is entitled to obtain Support Services from Scale Computing.
- 1.8. “**Severity Levels**” means the severity level classifications and descriptions and their corresponding service objectives and initial response times, as set forth in Exhibit A.
- 1.9. “**Software**” means the SC//HyperCore product.
- 1.10. “**Software Update**” means improvements, bug fixes, error corrections, and patches that may include minor new features, but not architectural changes or major new features to the Software. A Software Update is indicated by a change in the version number after the first decimal (e.g. version 1.0.0 to 1.1.0).
- 1.11. “**Support Hours**” means the support hours corresponding to the Support Package.
- 1.12. “**Support Package**” means the support package purchased by Customer, as indicated on the Order Form.
- 1.13. “**Support Services**” means the technical support, maintenance, and other services provided by Scale Computing, as set forth in these Terms.

2. SUPPORT SERVICES.

- 2.1. Generally. During the Term, and subject to Customer’s compliance with these Terms, Scale Computing will provide the Support Services to Customer based on Customer’s purchased Support Package. During the term of the Support Services, Scale Computing will provide Customer with assistance to diagnose and resolve technical problems with the Covered Products through Scale Computing’s website, by telephone, or by other means specified by Scale Computing.
- 2.2. Scale Support Web Site. Scale Computing will provision Customer an account to access Scale Computing’s online customer support portal (the “**Support Portal**”). Customer will use the Support Portal only for supporting its authorized use of the Covered Products and for logging a support ticket. Customer agrees to keep the credentials used to access the Support Portal confidential and secure, and accepts responsibility for all activities that occur under its account. Customer agrees to immediately notify Scale Computing in the event Customer believes that Customer’s account is no longer secure. Scale Computing may terminate or suspend Customer’s access to the Support Portal, if Scale Computing, in its sole discretion, determines Customer’s account is no longer secure. All software that is available for download through the Support Portal will be licensed to Customer under the same terms as those covering Customer’s use of the Covered Product unless otherwise indicated. By downloading, installing, or otherwise using such software, Customer hereby accepts such additional or different license terms. Customer agrees that Scale Computing may track or collect information or data related to Customer’s use of Scale Computing’s website or Support Portal, and hereby consents to Scale Computing’s use thereof in connection with its business.
- 2.3. Error Corrections. Scale Computing will use commercially reasonable efforts to correct or minimize the

effects of any reproducible and demonstrable Error reported to Scale Computing by Customer in accordance with the service and response objectives for the Severity Level of such Error.

2.4. Security. Scale Computing will maintain appropriate administrative, physical, and technical safeguards, reasonably designed to protect Customer Data from unauthorized access, destruction, use, modification, or disclosure. In addition, Scale Computing will also maintain procedures reasonably designed to respond to security incidents and will notify Customer after becoming aware of any unlawful access or unauthorized acquisition or disclosure of Customer Data following determination by Scale Computing that such security incident has occurred.

3. **FULL SUPPORT.** If Customer has an active Support Package containing full support (as indicated in the Support Portal), Scale Computing will provide the following support for the applicable Covered Products. For clarity, Section 3.1 applies to Software, and the other Sections in this Section 3 apply to hardware:

3.1. Software Support. Scale Computing will provide Support Services for Software, as described in Section **Error! Reference source not found.**

3.2. Hardware Failure Analysis. Upon receipt of a Customer's report that a Covered Product has failed, Scale Computing may review such allegedly failing Covered Product or component and perform a failure analysis to determine the cause of the alleged non-conformance. In the event that such failure may be the result of defective materials or workmanship, Scale Computing may, at its option, repair or place such Covered Product or component, and issue a return material authorization ("**RMA**") in accordance with the applicable Support Package. Customer shall return such Covered Product or component to Scale Computing in accordance with Section 3.3 below. Scale Computing may further examine the allegedly failing Covered Product or component upon receipt thereof to confirm the reason for the failure.

3.3. Return of Products. Upon receipt of an RMA, Customer shall package and ship the Covered Products and components identified in the RMA to Scale Computing within 15 days from when Customer receives a replacement part or as otherwise requested by Scale Computing. Customer shall ensure that the RMA number is marked and visible on the outside of the package, and the package is sent prepaid, insured, and packaged appropriately for safe shipment of the Covered Products or components. Scale Computing may reject any packages sent that do not comply with the foregoing. Customer may contact Scale Computing to obtain instructions and packaging materials (as available) for safe shipment of Covered Products or components. Title and risk of loss to any returned Covered Products or components shall transfer to Scale Computing upon receipt. If the failure is due to defective materials or workmanship, Scale Computing will bear all freight expenses for returned Covered Products or components, provided Customer complies with the process set forth in this Section 3.3 and utilizes Scale Computing's designated carrier.

3.4. Spare Parts. Customer may purchase spare parts by submitting a purchase order to Scale Computing. Any purchase of spare parts is subject to and governed by these Terms. Such spare parts will be subject to the original warranty. Title to, and risk of loss of, the spare parts will pass to Customer when such spare parts are entrusted to a carrier. Any and all legal terms in a customer's purchase order are null and void. Payments for spare parts will be made as directed by Scale Computing.

3.5. Excluded Coverage. For clarity, Scale Computing will not be responsible for replacing or repairing any Covered Products or components with failures caused by: (a) issues external to the Covered Product, such as issues with Customer's network or systems, (b) improper use or installation, or (c) damage to the Covered Product while in Customer's possession or control (each an "**Out of Warranty Cause**"). If Scale Computing determines that the failure of a Covered Product or component is caused by an Out of Warranty Cause, Scale Computing may invoice Customer for, and Customer agrees to pay, any costs incurred by Scale Computing for diagnosing the cause of such failure, for any related shipping costs, and, to the extent Scale Computing has repaired or replaced the failed Covered Product or component, the cost of such repair or replacement. Replacing or repairing any Covered Product or component shall not extend any warranty covering the replaced Covered Product or component.

3.6. Opened Hardware Covers. Covered Products may contain mechanisms or devices to detect whether the Covered Product has been opened or any protective casing has been removed or tampered with. Scale Computing shall have no obligation to provide support for any Covered Product that Scale Computing determines has been opened or for which any casing has been removed or tampered with unless Customer does so in accordance with Scale Computing's express written instructions.

4. SOFTWARE SUPPORT. If Customer has an active Support Package specified as containing full support or Software-only support, Scale Computing will provide the following support for Software:

4.1. Software Updates. Scale Computing will make Software Updates available to Customer, if, as and when Scale Computing makes any such Software Update generally available to its other customers. Updates are licensed under the terms of the Software unless otherwise stated.

4.2. Documentation. Customer may access Scale Computing's most recently published support documentation on Scale Computing's website, through the Support Portal.

5. FULL SUPPORT ELIGIBILITY. For the avoidance of doubt, Customer will be entitled to full support (i.e., coverages for hardware and software) for Covered Products, when Customer has purchased a Support Package that includes full support from Scale Computing. If Customer purchased support from a third party, such third party support may include hardware-related support to be provided by such third party, and Softwareonly support to be provided by Scale Computing.

6. ON-SITE INSTALLATION. Scale Computing may, upon Customer's request, agree to provide on-site installation. If on-site installation is included in Customer's Support Package, such installation will be offered on a one time basis as a separate charge to Customer. Without limiting the foregoing, future on-site support may be provided pursuant to a separate written agreement between Scale Computing and Customer.

7. DARK SITES SUPPORT. In the event Customer operates a Covered Product from a Dark Site, or a Covered Product is not connected or has limited access to the internet ("**Dark Products**"), Customer is responsible for ensuring Scale Computing has remote access to the Dark Products sufficient to allow Scale Computing to provide the Support Services, such as, by way of example, via lights-out management, KVM over IP, or remote terminal access. Scale Computing will use commercially reasonable efforts to provide Customer support for Dark Products during Scale Computing's Support Hours only if: (a) Customer has an active Support Package that includes Dark Site support, and (b) Scale Computing has sufficient access to provide the Support Services. Customer may purchase Remote Access Mechanisms from Scale Computing upon request.

8. EXCLUSIONS, LIMITATIONS AND CONDITIONS TO SUPPORT SERVICES.

8.1. Services Not Covered. Notwithstanding anything to the contrary in these Terms, the Support Services shall not include, and Scale Computing will have no obligation to provide Support Services for any Errors, failures, defects or other issues caused by or resulting from:

8.1.1. Customer's failure to implement any Software Update;

8.1.2. Changes made by Customer or a third party to an operating system, network configuration or environment that adversely affects a Covered Product;

8.1.3. Configuration of the Customer's network (except for configuration of the Customer's network done in accordance with Scale Computing's written instructions for installation, or maintenance of a Covered Product);

8.1.4. Any repairs, alterations or modifications made to a Covered Product other than those made by or at the direct of Scale Computing;

8.1.5. Use of a Covered Product in a manner other than as specific in the applicable documentation or specifications;

8.1.6. Customer's installation, operation, repair, or maintenance of a Covered Product in a manner not in accordance with Scale Computing's instructions

8.1.7. The combination, replacement, use, or interconnection of a Covered Product (or any part thereof) with other software or hardware that was not supplied or approved by Scale Computing;

8.1.8. Fire or water damage, earthquakes, lightning, or other acts of nature; or other causes external to a Covered Product;

8.1.9. Abnormal physical or electrical stress;

8.1.10. Customer's or a third party's negligence or accidental damage;

8.1.11. Customer's failure to provide and maintain adequate electrical power, cooling or humidity controls, in accordance with a Covered Product's specifications;

8.1.12. Excessive wear or deterioration of a Covered Product;

8.1.13. Relocation of a Covered Product (except as authorized by Scale Computing in accordance with Section 10);

8.1.14. Breach of Customer of these Terms or of the license agreement governing Customer's use of a Covered Product;

8.1.15. Customer's refusal to follow Scale Computing's instructions, implement any Error correction, or install a replacement part made available to Customer by Scale Computing or its designee.

8.2. Limitations on Support Services

8.2.1. *Single Node Systems.* With the exception of HyperCore Edge systems, in the event Customer operates a Covered Product by itself and not in a Clustered System ("**SNS System**"), as a condition to Scale Computing's obligation to provide Support Services for the SNS System, Customer must have an active Support Package for the SNS System, and must replicate Customer's applications and data to another system sufficient to allow Customer to failover to such system and run its applications and access its data while the SNS System is inoperable for any reason. In the event Scale Computing provides Support Services for a Covered Product that has not been so replicated, then, without limiting any other limits of Scale Computing's liability arising out of or in connection with the subject matter hereof, Scale Computing shall have no liability for any data, productivity, monetary or business losses incurred by Customer in connection with providing such Support Services. An SNS System can be operated as a business resilience system only if purchased as a HyperCore BRS limited license type. Customer must use a data backup service when Customer is using the HyperCore BRS limited license type. For the avoidance of doubt, Scale Computing shall have no liability for any downtime or data loss experienced by Customer in connection with the BRS for SNS Systems, whether the underlying data is subject to backup or not.

8.2.2. *Clustered Systems.* Each Covered Product in a Clustered System must have an active Support Package in order to receive Support Services. Scale Computing will have no obligation to provide Support Services to any Covered Products in a Clustered System if any individual Covered Product within the Clustered System does not have an active Support Package that includes the type of Support Service requested.

8.3. Customer Obligations. Scale Computing's obligation to provide the Support Services is conditioned on Customer's fulfillment and compliance with the following obligations.

8.3.1. *Maintenance.* Customer will maintain the installation site, the Covered Products, and the operating environment for the Covered Products in good working order and in accordance with the specifications and documentation for the Covered Products, including any manufacturer's specifications for the Covered Product or a component thereof.

8.3.2. *Personnel.* Customer shall only allow use of the Covered Products by competent, trained personnel.

8.3.3. *Software Releases.* In order to receive Support Services, Customer must implement all Software Updates in accordance with on Scale Computing's Software Support Matrix (available at <https://community.scalecomputing.com/s/article/Scale-Computing-Software-Support-Matrix> or a successor URL).

8.3.4. *Cooperation.* Customer will reasonably cooperate with Scale Computing and assist as reasonably requested by Scale Computing in connection with Scale Computing's provision of the Support Services. Such cooperation shall include: (a) providing Scale Computing with remote access to the Covered Products as may be necessary to provide the Support Services, (b) providing Scale Computing with the information about Errors (as set forth in subsection 2.1 below), and (c) reasonable assistance as may be required to diagnose or service a Covered Product, including restarting the system, logging or running operational readiness tasks, as may be requested by Scale Computing.

8.3.5. *Notification.* Customer shall promptly notify Scale Computing of any Errors with information sufficient to allow Scale Computing to reproduce the Error ("**Error Notification**"). The Error Notification shall include a description of the Error, including, if applicable, a description of any physical indicators of the Error, alarm codes, system logs, or any other information reasonably requested by Scale Computing. Error Notifications made via email will, by default, be treated as having a Severity Level of 4 (as described in the Severity Levels). Any software or product information provided by Customer to Scale Computing in connection with the Support Services may be freely used by Scale Computing without restriction.

8.3.6. *Designated Contact.* Customer will designate a primary contact and an alternate contact (each a "**Designated Contact**") that Scale Computing may contact in connection with the Support Services. All Error Notifications must be made by a Designated Contact. Customer may change its Designated Contacts by providing Scale Computing at least 10 days' notice of such change.

8.3.7. *Data.* Customer will be responsible for maintaining backup copies of all data residing in or relying in

any way on a Covered Product. Scale Computing will have no responsibility or liability arising out of or related to the loss of any data incurred in connection with the Support Services.

8.3.8. *Temperature, Cooling and Age.* Customer shall maintain proper cooling of the Covered Products. In the event a High Temperature Alert is triggered, Customer will check the physical hardware location and take corrective action as may be necessary to address the any underlying causes, including, without limitation, powering off the affected Covered Products. Additionally, Customer shall promptly notify Scale Computing in the event Customer is unable to ascertain the underlying cause for the High Temperature Alert. In the event Scale Computing determines that Customer has failed to comply with its obligations, Scale Computing may elect (in its sole discretion) to either: (a) provide Software-only support for the remainder of the Support Term (as defined in Section 2.7), and upon such election, Customer will no longer be entitled to receive full support for the Covered Product, or (b) require (as a condition to Scale Computing's obligation to provide any Support Services) that Customer purchase and replace the affected components in the Covered Product in accordance with Scale Computing's written directions.

8.3.9. *Fees.* Customer shall pay the fees for the Support Services as set forth in the Order Form. Except as indicated on the applicable Order Form, payments are non-refundable.

8.4. Abuse of Support Services. Customer acknowledges that the Support Services are intended to provide support for the Covered Products. Accordingly, in no event will the Support Services include administrative, monitoring, troubleshooting or other duties:

8.4.1. Outside of the Covered Product's direct software or hardware platforms or immediate networking environment;

8.4.2. Outside of the provided web interface features, including but not limited to performing accessible configurations such as snapshot scheduling or virtual machine cloning, replication, or exporting; or

8.4.3. Involving guest environments on host software, including operating system boot issues, performance issues, viruses, software or hardware customizations, general troubleshooting or server, service, or application installation and configuration.

Scale Computing reserves the right to limit or terminate active Support Packages without refund after one written warning if Scale Computing determines that Customer is utilizing or attempting to utilize Scale Computing support resources to assist with any of the foregoing.

9. LAPSED SERVICE FEE. In the event Customer elects to purchase a Support Package for a Covered Product for which Support Services have lapsed, Customer agrees to pay Scale Computing: (a) the maintenance fees set forth on the Order Form for the such Support Package, (b) a lapsed service fee equal to Scale Computing's then-current

standard maintenance fee for such Support Package pro-rated for the amount of time Support Services for the Covered Product have lapsed, (c) Scale Computing's then-current catch-up fees, if applicable, and (d) any recertification fees, as applicable.

10. RELOCATION AND TRANSFER OF COVERED PRODUCTS. All relocations of a Covered Product must be performed in accordance with Scale Computing's instructions in order to continue receiving full support as indicated in Section 3. In no event will Scale Computing be responsible for, or be obligated to provide hardware replacement support for, damage, failures, Errors or other issues arising out of or resulting from relocation or movement of a Covered Product. Scale Computing may provide Customer with shipping and packaging materials for the relocation of a Covered Product upon request. Scale Support will assist in facilitating pre- and post-move health checks of the Covered Products upon request. A full list of recommendations for a successful physical relocation can be found on the transfer documents.

11. TERM AND TERMINATION

11.1. Support Term. These Terms go into effect on the date Customer agrees to these Terms and continue until terminated, or until Customer no longer maintains an active Support Package for such Covered Product (such period the "**Support Term**"). The Support Term for each Support Package will begin on the date the applicable Covered Product is shipped to Customer unless otherwise specified on the Order Form, and will continue for the purchased duration unless these Terms are terminated.

11.2. Full Support Renewal. Except as otherwise specified on an Order Form, Customer may renew the Support Term for Support Packages containing full support for so long as full support is offered by Scale Computing for the applicable Covered Product by providing notice to Scale Computing at least 30 days prior to the end

of the Support Term, provided, however, that in no event can the aggregate Support Term for the Support Package extend beyond five (5) years from the original purchase date of the applicable Covered Product.

11.3. Software Support Renewal. Except as otherwise specified on an Order Form, Customer may request to renew the Support Term for Support Packages containing full support or Software-only support as Software-only support for so long as Software-only support is offered by Scale Computing for the applicable Covered Product by providing notice to Scale Computing at least 30 days prior to the end of the Support Term, provided, however, that in no event can the aggregate Support Term for the Support Package extend beyond seven years from the original purchase date of the applicable Covered Product. For clarity, any Support Packages renewed pursuant to this Section **Error! Reference source not found.** shall contain Software-only support, and Scale Computing shall not be obligated to provide hardware-related support for any Covered Product covered by such renewed Support Package.

11.4. Termination. Either Party may terminate these Terms or an affected Support Package in the event the other Party: (a) materially breaches these Terms, and fails to cure such breach within 30 days of being notified thereof; or (b) makes an assignment for the benefit of creditors, become subject to proceedings under bankruptcy or insolvency law, is unable to pay debts as they mature, becomes insolvent, or ceases operating in the normal course of business. Either Party may terminate these Terms upon notice to the other in the event there are no active Support Packages.

11.5. Effect of Termination. Upon termination of these Terms, all Support Packages shall terminate as well, and the rights and obligations of the Parties under these Terms will terminate, except that Sections 1, **Error! Reference source not found.**, 12, **Error! Reference source not found.**, 14.2, 5.2, and 5.3 will survive termination of these Terms.

12. **PROPRIETARY RIGHTS.** Except as explicitly provided herein, Scale Computing retains all right, title, and interest in and to the intellectual property rights in the Support Services, Covered Products and the Software, including, without limitation, any Software Updates, documentation, and all derivative works created therefrom. Customer will not delete or in any manner alter any copyright, trademark, or other proprietary rights notices of Scale Computing appearing on or in the Covered Products, Software, or documentation, and Customer shall reproduce any such notices on all copies it makes of the Covered Products, Software or documentation. To the extent Customer provides feedback to Scale Computing regarding any Covered Product, Software, Support Services, or documentation ("**Feedback**"), Customer agrees that Scale Computing may freely exploit such Feedback without further compensation to Customer.

13. CONFIDENTIALITY.

13.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by or otherwise obtained from a Party ("**Disclosing Party**") to or by the other Party ("**Receiving Party**"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "**Confidential Information**" of a Disclosing Party includes such Disclosing Party's technology and technical information, product plans and designs, and business processes. Without limiting the foregoing, Scale Computing's "**Confidential Information**" includes the Software, documentation, and all Scale Computing product technical information, as well as technical information generated by Covered Products about the operation or performance of Covered Products. "**Confidential Information**" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

13.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and (b) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

Notwithstanding the foregoing, the Receiving Party is permitted to disclose Confidential Information of the Disclosing Party on a need-to-know basis to employees, contractors, and agents of its Affiliates. The

Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. "Affiliate" means any corporation, partnership, joint venture, or other entity: (a) as to which a Party owns or controls, directly or indirectly, stock or other interest representing more than 50% of the aggregate stock or other interest entitled to vote on general decisions reserved to the stockholders, partners, or other owners of such entity; (b) if a partnership, as to which a Party or another Affiliate is a general partner; or (c) that a Party otherwise is in common control with, controlled by, or controls in matters of management and operations.

14. WARRANTIES AND DISCLAIMER

14.1. Limited Warranty. Scale Computing warrants to Customer that it will perform the Support Services in a professional and workmanlike manner. Scale Computing will use reasonable efforts to reperform any Support Services to correct or circumvent any nonconformities in the Support Services identified by Customer within the 30-day period following the date of performance of such Support Services. This Section 5.1 states Scale Computing's sole and exclusive liability, and Customer's sole and exclusive remedy for breach of this warranty.

14.2. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION, SCALE COMPUTING MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. SCALE COMPUTING EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NONINFRINGEMENT. SCALE COMPUTING DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE. SCALE COMPUTING DOES NOT WARRANT THAT THE SOFTWARE, OR THE DOCUMENTATION ARE ERROR-FREE OR THAT OPERATION OF THE SOFTWARE WILL BE SECURE, FULLY AVAILABLE OR UNINTERRUPTED. SCALE COMPUTING DOES NOT WARRANT THAT ANY INFORMATION PROVIDED ON, IN OR THROUGH THE SOFTWARE OR THE DOCUMENTATION IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. SCALE COMPUTING

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EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE SOFTWARE, OR THE DOCUMENTATION. SCALE COMPUTING DOES NOT WARRANT AGAINST LOSS OF DATA.

15. LIMITATIONS OF LIABILITY

15.1. Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, SCALE COMPUTING WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THESE TERMS, EVEN IF SCALE COMPUTING IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL SCALE COMPUTING BE LIABLE FOR ANY LOSS OF DATA STORED IN, OR IN CONNECTION WITH, THE SOFTWARE.

15.2. Cap on Liability. UNDER NO CIRCUMSTANCES WILL SCALE COMPUTING'S (OR ITS SUPPLIERS) TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER FOR THE ACTIVE SUPPORT PACKAGE FOR WHICH CLAIMED DAMAGES AROSE.

15.3. Independent Allocations of Risk. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY SCALE COMPUTING TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF

THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN SECTION 5.2 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE TERMS.

16. GENERAL

16.1. Relationship. The Parties to these Terms are independent contractors and these Terms will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

16.2. Use of Brand Name. Scale Computing and its Affiliates may use the name, brand, or logo of Customer (and Customer's parent company) (the "**Customer Marks**") solely for the purpose of identifying Customer as a licensee or customer of Scale Computing and its Affiliates in a 'customer' section of their websites, brochures, or other promotional materials, or as part of a list of their customers in a press release or other public relations materials. Any such limited use shall include proper attribution to Customer or its parent company of any trademark or logo of Customer or its parent company, and shall in no way suggest that Scale Computing and its Affiliates are affiliated with, or speaking on behalf of, Customer or Customer's parent company. Any other press releases or marketing materials referring to the Customer Marks shall require mutual approval in writing prior to public dissemination thereof. Without limiting the foregoing, Customer may object to use of the Customer Marks by providing written notice to Scale Computing specifying the objectionable uses, and Scale Computing and its Affiliates will use reasonable efforts to promptly cease the identified uses following receipt of such notice.

16.3. Assignability. Customer shall not assign or otherwise transfer its rights under these Terms without the prior written consent of Scale Computing. Any attempt to make such an assignment without Scale Computing's consent shall be void. Scale Computing may freely assign these Terms.

16.4. U.S. Government Restricted Rights. The Software is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Software and corresponding documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

16.5. Notices. All notices and other communications required or permitted hereunder shall be in writing and be deemed given when delivered personally or sent by certified or registered mail, return receipt requested, to the appropriate Party at the address set forth in Customer's order for Scale Computing Platform software and with the appropriate postage affixed. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section 16.5. Notices to Scale Computing shall be sent to: Scale Computing, Inc, 525 S. Meridian - Suite 3E, Indianapolis, IN 46225. Email for legal notices: legalnotices@scalecomputing.com.

16.6. Force Majeure. Neither Party will be liable to the other Party for any delay or failure to perform as required by these Terms as a result of any cause or condition beyond its reasonable control, including, without limitation, Acts of God, accident, death, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the Party failing or delaying in performance.

16.7. Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. The Parties hereby irrevocably consent to the personal jurisdiction and venue of the federal, state, and local courts in New Castle County, Delaware in connection with any action arising out of or in connection with these Terms. Notwithstanding the foregoing, at either Party's option, any dispute or claim arising out of or related to these Terms may be finally settled by confidential binding arbitration in Wilmington, Delaware before one arbitrator, administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Customer will use the Software and corresponding documentation in compliance with all applicable laws and regulations.

16.8. Waiver. Waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. Failure by either Party to enforce any provisions of these Terms shall not be deemed a waiver of future enforcement of that or any other provision.

16.9. Severability. If a court or arbitrator of competent jurisdiction holds any term of these Terms invalid or

unenforceable, such term will be reduced or otherwise modified by such court or arbitrator to the minimum extent necessary to make it valid and enforceable. If such term cannot be so modified, it will be severed and the remaining terms of these Terms will be interpreted in such ways as to give maximum validity and enforceability to these Terms. If any material limitation or restriction on the use of the Software under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use the Software will immediately terminate.

16.10. Entire Agreement. These Terms, including all exhibits, constitutes the entire agreement between these Parties and supersedes, and the terms of these Terms govern, all prior and contemporaneous oral and written communications regarding this transaction, except that these Terms do not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to these Terms being executed, nor do they affect the validity of any agreements between the Parties relating to products or services of Scale Computing other than the Software. No employee, agent, or other representative of Scale Computing has any authority to bind Scale Computing with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in these Terms. No usage of trade or other regular practice or method of dealing between the Parties will be used to modify, interpret, supplement, or alter the terms of these Terms. These Terms may not be altered, modified, or amended except by written amendment duly executed by authorized representatives of each Party hereto. Scale Computing will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to

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these Terms (whether or not it would materially alter these Terms) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, purchase order, or otherwise, unless Scale Computing specifically provides a written acceptance of such provision signed by an authorized representative of Scale Computing. Scale Computing may update these Terms from time to time and any updates will be binding at time of Customer's next renewal of the Software. Customer will periodically check for updates to these Terms, including prior to any renewal.

EXHIBIT A

Severity Levels

Scale Computing will assign a Severity Level for each technical problem based on Customer's description of the problem(s) and their impact on overall data accessibility. The Initial Response Time Objective is defined as Scale Computing providing some form of verbal or written contact with Customer to respond to and/or identify the issue or concern as Scale Computing understands it at that time. Scale Computing will use commercially reasonable efforts to meet the objectives below.

Severity Definition Service Objective

Initial Response

Time Objective

1 (Critical)

A critical problem requiring immediate resolution. Problem may cause loss of data and/or restrict production data availability.

Resources applied continuously until a solution or acceptable workaround is found.

2 hours

2 (Major)

A serious problem that affects major functionality. Operation continues in a restricted fashion and there may be restricted access to production data.

Resources applied on a priority basis during normal business hours (8AM–8PM ET Monday through Friday), until a solution or workaround is found.

2 hours

3 (Minor)

A problem that minimally affects, if at all, functionality operations or for which an acceptable workaround exists.

Resources applied during normal business hours (8AM–8PM ET Monday through Friday) until a solution or workaround is found.

2 hours

4 (Minor Enhancements)

A minor condition or request that has no significant effect on the Customer operations.

Resources applied during normal business hours (8AM–8PM ET Monday through Friday) until a solution or workaround is found.

1 business day

SCALE COMPUTING INC FLEET MANAGER TERMS

These Fleet Manager Terms (these “**Terms**”) are made and entered into between Scale Computing Inc. (“**Scale**”) and the legal entity with a subscription to the Scale Computing Platform software on whose behalf you are agreeing to these Terms (“**Customer**”). These Terms sets forth the terms and conditions pursuant to which Customer will be permitted to use and receive access to Scale Computing Fleet Manager cloud service (the “**SC//Fleet Manager**”). Each of Scale and Customer is a “**Party**” and together, the “**Parties**.”

BY ACCEPTING THESE TERMS, BY EXECUTING OR AGREEING TO AN ORDER OR OTHER DOCUMENT THAT REFERENCES THESE TERMS, USING SC//FLEET MANAGER OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THESE TERMS, YOU: (A) AGREE TO THESE TERMS ON BEHALF OF CUSTOMER; AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT USE THE SC//FLEET MANAGER.

1. RIGHTS AND RESTRICTIONS

1.1. Right to Access and Use. To be able to access and use the SC//Fleet Manager, Customer must have an active subscription to Scale Computing HyperCore virtualization platform software and such subscription must include access to the SC//Fleet Manager or Customer must have purchased a separate subscription to SC//Fleet Manager. The length of Customer’s subscription is the “**SC//Fleet Manager Term**”. Subject to the restrictions set forth in these Terms, Customer’s timely payment of applicable subscription fees, Scale hereby grants to Customer the right to access the SC//Fleet Manager during the SC//Fleet Manager Term for their Scale Computing HyperCore virtualization platform software instances. Customer is solely responsible for provisioning access accounts to the SC//Fleet Manager and all uses of the SC//Fleet Manager occurring under Customer’s accounts.

1.2. Trial Period. If Customer was provided access to the SC//Fleet Manager for evaluation or proof of concept purposes, then notwithstanding Section 1.1, Customer may use the SC//Fleet Manager solely during the designated trial period (or if no period is designated, then 30 days) (the “**Trial Period**”) for evaluation purposes only. Customer acknowledges that evaluation or proof of concept versions of the SC//Fleet Manager may automatically be disabled upon expiration of the Trial Period, and that any data stored in the SC//Fleet Manager may become unavailable at that time.

1.3. Use Restrictions. Except as otherwise explicitly provided in these Terms, or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: (a) rent, lease, or otherwise permit third parties (or other persons not authorized by these Terms) to access or use the SC//Fleet Manager or the Documentation; (b) use the SC//Fleet Manager to provide services to third parties (e.g., as a service bureau); (c) use the SC//Fleet Manager for any benchmarking activity or in connection with the development of a competitive product; (d) circumvent or disable any security or other technological features or measures of the SC//Fleet Manager or use the SC//Fleet Manager in a manner that Scale reasonably believes poses a threat to the security of any Scale-controlled computer systems; (e) modify, translate, reverse engineer, decompile, disassemble, or otherwise derive the source code or the underlying ideas, algorithms, structure, or organization from the SC//Fleet Manager (except to the extent that applicable law prevents the prohibition of such activities); (f) use or access the SC//Fleet Manager in a manner that materially impacts or burdens Scale or Scale’s servers or other computer systems, or that interferes with Scale’s ability to make the SC//Fleet Manager available to any third party; or (g) use the SC//Fleet Manager in violation of Scale’s then-current published policies, as may be updated from time to time.

1.4. Documentation. Scale may provide to Customer user manuals, help files, specification sheets, or other documentation, in whatever form, relating to the SC//Fleet Manager (collectively, the “**Documentation**”). Scale hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license under Scale’s rights in the Documentation to use such Documentation solely to enable Customer to exercise its rights under these Terms to use the SC//Fleet Manager as set forth in this Section 1.

1.5. Protection against Unauthorized Use. Customer will prevent any unauthorized use of or access to the SC//Fleet Manager and the Documentation and will immediately notify Scale in writing of any such unauthorized use or access of which Customer becomes aware. Customer will immediately terminate any

unauthorized use by persons having access to the SC//Fleet Manager or the Documentation through Customer.

1.6. Ownership; Data. As between Scale and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to (a) any data or information that Customer uploads or inputs into the SC//Fleet Manager or otherwise makes available to Scale, including in connection with Customer's use of the SC//Fleet Manager, and (b) data that is generated and made available to Customer by the SC//Fleet Manager through use of the data described in part (a) above ((a) and (b) collectively, "**Customer Data**"). Customer hereby grants Scale a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, fully transferable, irrevocable license to use, process, transmit, store, and disclose the Customer Data: (a) during the Term, for the purpose of exercising Scale's rights and performing its obligations under these Terms and (b) in perpetuity, in a form that does not identify Customer as the source thereof, for Scale's and its Affiliates' legitimate business purposes, including to develop and improve Scale's and its Affiliates' products and services. As between the Parties, Scale owns all right, title, and interest, including all intellectual property rights, in and to the SC//Fleet Manager, the Documentation, and any improvements to any of Scale's products or services made as a result of Scale's use, processing, or generation of Customer Data. Scale reserves all rights not granted.

1.7. Security. Scale will maintain appropriate administrative, physical, and technical safeguards, reasonably designed to protect Customer Data from unauthorized access, destruction, use, modification, or disclosure. In addition, Scale will also maintain procedures reasonably designed to respond to security incidents and will notify Customer after becoming aware of any unlawful access or unauthorized acquisition or disclosure of Customer Data following determination by Scale that such security incident has occurred.

1.8. Feedback. If Customer provides any feedback to Scale concerning the functionality and performance of the SC//Fleet Manager, or any Documentation (including identifying potential errors and improvements), Customer hereby grants to Scale a worldwide, nonexclusive, sublicensable, transferrable, fully paid-up, and royalty free license to exploit such feedback without payment or restriction.

1.9. Availability and Uptime. During the Term, Scale will use commercially reasonable efforts to make the SC//Fleet Manager available to Customer and perform with 99.9% uptime, excluding maintenance, measured on a calendar month basis. Email or phone support will be available to Customer.

1.10. Modification. Scale may modify, improve, update, or otherwise change the functionality of the SC//Fleet Manager at any time at its discretion. If at any point Scale modifies the SC//Fleet Manager so that Customer loses material functionality, within 30 days of the loss of such material functionality, Customer may notify Scale that Customer elects to terminate these Terms. Upon receiving notice of termination, Scale will refund to Customer any unused, prepaid fees on a pro rata basis.

2. TERM AND TERMINATION

2.1. Term. These Terms will remain in effect until terminated in accordance with its terms (the "**Term**").

2.2. Reserved.

2.3. Termination for Material Breach. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Scale shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

2.4. Reserved.

2.5. Suspension. Notwithstanding anything to the contrary in these Terms, Scale may temporarily suspend Customer's access to any portion or all of the SC//Fleet Manager if Scale reasonably determines that (i) there is a threat or attack on the SC//Fleet Manager; (ii) Customer's use of the SC//Fleet Manager disrupts or poses a security risk to Scale or to any other customer or vendor of Scale; (iii) Customer is using the SC//Fleet Manager for fraudulent or illegal activities. Scale shall use commercially reasonable efforts to provide prior written notice of any suspension to Customer and to provide updates regarding resumption of access to the SC//Fleet Manager following any suspension. Scale shall use commercially reasonable efforts to resume providing access to the SC//Fleet Manager as soon as reasonably possible after the event giving rise to the SC//Fleet Manager suspension is cured. Scale will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer may incur as a result of such suspension.

2.6. Post-Termination Obligations. If these Terms are terminated for any reason any and all liabilities accrued prior to the effective date of the termination will survive.

2.7. Survival. Notwithstanding anything to the contrary herein, Sections 1.3, 1.6, 1.8, 2.6, 2.7, 3, 4.2, 5, 6, 7 will survive termination or expiration of these Terms. Rights to access the SC//Fleet Manager do not survive the Term.

3. CONFIDENTIALITY

3.1. Definition. As used herein, “**Confidential Information**” means all confidential information disclosed by or otherwise obtained from a Party (“**Disclosing Party**”) to or by the other Party (“**Receiving Party**”), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. “Confidential Information” of a Disclosing Party includes such Disclosing Party’s business and marketing plans, technology and technical information, product plans and designs, and business processes. Without limiting the foregoing, Scale’s “Confidential Information” includes the SC//Fleet Manager, all Documentation, and all Scale technical information. Customer Data will not be considered Confidential Information of Customer and instead will be subject to Section 1.7. “Confidential Information” does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

3.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and (b) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

Notwithstanding the foregoing, the Receiving Party is permitted to disclose Confidential Information of the Disclosing Party on a need-to-know basis to employees, contractors, and agents of its Affiliates. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. “**Affiliate**” means any corporation, partnership, joint venture, or other entity: (i) as to which a Party owns or controls, directly or indirectly, stock or other interest representing more than 50% of the aggregate stock or other interest entitled to vote on general decisions reserved to the stockholders, partners, or other owners of such entity; (ii) if a partnership, as to which a Party or another Affiliate is a general partner; or (iii) that a Party otherwise is in common control with, controlled by, or controls in matters of management and operations. Scale recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

4. WARRANTIES AND DISCLAIMER

4.1. Mutual Warranties. Each Party represents and warrants to the other that: (a) these Terms have been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms and (b) no authorization or approval from any third party is required in connection with such Party’s execution, delivery, or performance of these Terms.

4.2. Disclaimer. SCALE WARRANTS THAT THE SC//FLEET MANAGER WILL, FOR A PERIOD OF SIXTY(60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SC//FLEET MANAGER WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION, SCALE MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. SCALE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. SCALE DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SC//FLEET MANAGER. SCALE DOES NOT WARRANT THAT THE SC//FLEET MANAGER, OR THE DOCUMENTATION ARE

ERROR-FREE OR THAT OPERATION OF THE SC//FLEET MANAGER WILL BE SECURE, FULLY AVAILABLE OR UNINTERRUPTED. SCALE DOES NOT WARRANT THAT ANY INFORMATION PROVIDED ON, IN OR THROUGH THE SC//FLEET MANAGER OR THE DOCUMENTATION IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. SCALE EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE SC//FLEET MANAGER, OR THE DOCUMENTATION. SCALE DOES NOT WARRANT AGAINST LOSS OF DATA.

5. INDEMNIFICATION

5.1. Defense by Scale. Scale will, at its expense, either have the right to intervene to defend Customer from or settle any claim, proceeding, or suit ("**Claim**") brought by a third party against Customer alleging that Customer's use of the SC//Fleet Manager infringes or misappropriates the rights of such third party if: (a) Customer gives Scale prompt written notice of the Claim; (b) Customer grants Scale full and complete control over the defense and settlement of the Claim; and (c) Customer provides assistance in connection with the defense and settlement of the Claim as Scale may reasonably request. Customer will not defend or settle any Claim subject to indemnification under this Section without Scale's prior written consent.

Customer will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Scale will have control over the defense and settlement of the Claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

5.2. Indemnification by Scale. Scale will indemnify Customer from and pay (a) all damages, costs, and attorneys' fees finally awarded against Customer in any Claim under Section 5.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Customer in connection with the defense of a Claim under Section 5.1 (other than attorneys' fees and costs incurred without Scale's consent after Scale has accepted defense of the Claim); and (c) all amounts that Scale agrees to pay to any third party to settle any Claim under Section 5.1.

5.3. Exclusions from Obligations. Notwithstanding the above, Scale will have no obligation under Section 5.1 for any infringement or misappropriation to the extent that it arises out of or is based upon any of the following (the "**Excluded Claims**"): (a) use of the SC//Fleet Manager in combination with other products or services not provided by Scale if such infringement or misappropriation arose out of such combination; (b) features of the SC//Fleet Manager that are provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation arose out of the compliance with such designs, requirements, or specifications; (c) use of the SC//Fleet Manager by Customer for purposes not intended or outside the scope of the license granted to Customer; or (d) Customer's failure to use the SC//Fleet Manager in accordance with instructions provided by Scale, if the infringement or misappropriation arose out of such failure.

5.4. Remedy. If Scale becomes aware of, or anticipates, a Claim subject to indemnification under Sections 5.1 and 5.2, then Scale may, at its option (a) modify the SC//Fleet Manager so that it becomes non-infringing; (b) obtain a license to the third-party intellectual property rights giving rise to the Claim; or (c) terminate these Terms. If Scale elects to terminate these Terms under this Section 5.4, Scale will refund to Customer any unused, prepaid fees on a pro rata basis.

5.5. Limited Remedy. Sections 5.1, 5.2, 5.3, and 5.4 state Scale's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by the SC//Fleet Manager.

5.6. Reserved.

5.7. Reserved.

6. LIMITATIONS OF LIABILITY

6.1. Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, SCALE WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THESE TERMS, EVEN IF SCALE IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL SCALE BE LIABLE FOR ANY LOSS OF DATA STORED IN, OR IN

CONNECTION WITH, THE SC//FLEET MANAGER. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

6.2. Cap on Liability. UNDER NO CIRCUMSTANCES WILL SCALE'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SCALE FOR SC//FLEET MANAGER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE FACTS OR CIRCUMSTANCES GIVING RISE TO THE CLAIM.

6.3. Independent Allocations of Risk. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY SCALE TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN SECTION 6 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE TERMS.

6.4. GENERAL

6.5. Relationship. The Parties to these Terms are independent contractors and these Terms will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

6.6. Use of Brand Name. Scale and its Affiliates may use the name, of Customer (or Customer's parent company) (the "**Customer Marks**") solely for the purpose of identifying Customer as a licensee or customer of Scale and its Affiliates in a 'customer' section of their websites, brochures, or other promotional materials, or as part of a list of their customers in a press release or other public relations materials to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. Any such limited use shall include proper attribution to Customer or its parent company of any trademark or logo of Customer or its parent company, and shall in no way suggest that Scale and its Affiliates are affiliated with, or speaking on behalf of, Customer or Customer's parent company. Any other press releases or marketing materials referring to the Customer Marks shall require mutual approval in writing prior to public dissemination thereof. Without limiting the foregoing, Customer may object to use of the Customer Marks by providing written notice to Scale specifying the objectionable uses, and Scale and its Affiliates will use reasonable efforts to promptly cease the identified uses following receipt of such notice.

6.7. Assignability. Customer shall not assign or otherwise transfer its rights under these Terms without the prior written consent of Scale. Any attempt to make such an assignment without Scale's consent shall be void. Scale may freely assign these Terms.

6.8. U.S. Government Restricted Rights. The SC//Fleet Manager is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the SC//Fleet Manager and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

6.9. Notices. All notices and other communications required or permitted hereunder shall be in writing and be deemed given when delivered personally or sent by certified or registered mail, return receipt requested, to the appropriate Party at the address set forth in Customer's order for Scale Computing Platform software and with the appropriate postage affixed. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section 7.5.

6.10. Force Majeure. In accordance with GSAR 552.212-4(f), Neither Party will be liable to the other Party for any delay or failure to perform as required by these Terms as a result of any cause or condition beyond its reasonable control, including, without limitation, Acts of God, accident, death, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the Party failing or delaying in performance.

6.11. Governing Law. These Terms shall be governed by and construed in accordance with the Federal laws of

the United States, without regard to the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Customer will use the SC//Fleet Manager and the Documentation in compliance with all applicable laws and regulations.

6.12. Waiver. Waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. Failure by either Party to enforce any provisions of these Terms shall not be deemed a waiver of future enforcement of that or any other provision.

6.13. Severability. If a court or arbitrator of competent jurisdiction holds any term of these Terms invalid or unenforceable, such term will be reduced or otherwise modified by such court or arbitrator to the minimum extent necessary to make it valid and enforceable. If such term cannot be so modified, it will be severed and the remaining terms of these Terms will be interpreted in such ways as to give maximum validity and enforceability to these Terms. If any material limitation or restriction on the use of the SC//Fleet Manager under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use the SC//Fleet Manager will immediately terminate.

6.14. Entire Agreement. These Terms, including all exhibits, constitutes the entire agreement between these Parties and supersedes, and the terms of these Terms govern, all prior and contemporaneous oral and written communications regarding this transaction, except that these Terms do not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to these Terms being executed, nor do they affect the validity of any agreements between the Parties relating to products or services of Scale other than the SC//Fleet Manager. No employee, agent, or other representative of Scale has any authority to bind Scale with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in these Terms. No usage of trade or other regular practice or method of dealing between the Parties will be used to modify, interpret, supplement, or alter the terms of these Terms. These Terms may not be altered, modified, or amended except by written amendment duly executed by authorized representatives of each Party hereto. Scale will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to these Terms (whether or not it would materially alter these Terms) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Scale specifically provides a written acceptance of such provision signed by an authorized representative of Scale. Scale may update these Terms from time to time and any updates will be binding at time of Customer's next renewal of SC//Fleet Manager.

Infosec training Pricing is per Course at Customer Facility.

Course Title	Course Description	Duration	Min Students	Max Students	Price
CompTIA Linux+ Onsite Training - Course #TIA-104	Private 5-day onsite training course for 10 students covering CompTIA Linux+	5 days	10	10	\$ 23,924.69

Authorized Dealers

Climb certifies that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with the terms and conditions of this GSA Schedule 47QTCA19D008G. Unless otherwise noted this includes quoting, acceptance of orders, billing and acceptance of payment as well as maintenance, support, warranty service and all other related services.

**Unless otherwise noted, all Dealers are Authorized to sell the Full Breadth of GSA Schedule OEMs and Products

Dealer Name	Address	City	State	Zip	Phone	Email
A-VAR, Inc.	914 Carolina Blvd.	Isle of Palms	SC	29451	410-271-2271	amy@a-var.com
ABBA Technologies Inc	5301 Beverly Hills Ave. NE	Albuquerque	NM	87113	505-889-3337	Maridon.leh@abbatech.com
Agios World Wide	821 West Jericho Turnpike, Ste. 3A Mailbox 5	Smithtown	NY	11787	516-810-5400	lola.h@agiosww.com
Cas Severn	6201 Chevy Chase Drive	Laurel	MD	20707	240-463-3397	Fwilson@cassevern.com
CDW	230 N Milwaukee Avenue	Vernon Hills	IL	60061	703-262-8076	shonver@cdw.com
CNP Technologies	806 Tyvola Road	Charlotte	NC	28217	704-927-6626	wswol@cnp.net
Colossal Contracting LLC	304 Harry S Truman Pkwy, Ste. G	Annapolis	MD	21401	443-961-9366	edent@colossal-llc.com
Communications Professionals Inc.	2265 Livernois Rd, Ste. 900	Troy	MI	48083	248-876-9706	rharte@cpgp.com
Comtest Technologies	3049 Ualena Street, Suite 706	Honolulu	HI	96819	808-831-0600	eran@comtest.com
Copper River	4501 Singer Ct. #300	Chantilly	VA	20151	703-234-2725	Steven.hartmann@copperriver.com
Cornerstone Tech	1735 N. First Street, Suite 110	San Jose	CA	95112	408-583-1606	jim@cornerstonetechnologies.com
CTG	12165 Darnstown Rd.	Gaithersburg	MD	20878	443-270-6535	reynolds@ctgfederal.com
Custom Storage Inc. dba cStor	7975 N. Hayden Rd., Ste. A105	Scottsdale	AZ	85258	480-760-2142	tracy.skaramagos@cstor.com
Data Center Warehouse	23041 Avenida De La Carlota #200	Laguna Hills	CA	92653	949-799-2410	John.zimmer@4dcw.com
DGR Systems, LLC	4301 West Boy Scout Blvd., Ste. 170	Tampa	FL	33607	813-344-1615	finance@dgrsystems.com
Dreadnought Endeavors Inc.	23332 Park Mariposa	Calabasas	CA	91302	323-379-3343	redge@dreadnoughtendeavors.com
DynTek Services, Inc.	5241 California Ave., Suite 150	Irvine	CA	92617	850-219-7917	Darlene.pricher@dyntek.com
Epoch Concepts	8920 Barrons Blvd.	Highlands Ranch	CO	80129	888-263-0004	ccondor@epochconcepts.com
Eternal Networks, LLC	887 S. McDonough Street	Montgomery	AL	36104	334-387-1165	gene@eternalnetworks.net
EVOTEK, Inc.	462 Stevens Ave., Ste. 308	Solana Beach	CA	92075	858-362-5083	portaladmin@evotek.com
FedBizIT	305 Harrison St., SE, Suite 1C	Leesburg	VA	20175	571-919-4646	dtiaga@fedbizit.com
Force3	2151 Priest Bridge Drive	Crofton	MD	21114	410-774-7298	croche@force3.com
GDS2, Inc.	10755 Scripps Poway Pkwy, Ste. 371	San Diego	CA	92131	858-4374750	jcox@gds2.com
Handley Global Group	105 Park Place	Pine Bluff	AR	71601	501-200-0865	jerricka@handleyglobal.com
Hawk Institute for Space Sciences	2137 Espey Court, Suite 7	Crofton	MD	21114	443-302-6403	Mike.heminger@hawkspace.org
IMPRES Technology Solutions, Inc.	10330 Pioneer Blvd., Ste. 280	Santa Fe Springs	CA	90670	562-298-4231	erooney@imprestech.com
ITSavvy	313 South Rohlwing Road	Addison	IL	60101	630-396-6305	bfields@itsavvy.com
Kambrian Corporation	2707 E. Valley Blvd, Suite 312	West Covina	CA	91792	626-964-4445	cathyh@kambrian.com
Kelyn Tech	17011 Lincoln Ave. #444	Parker	CO	80134	888-937-1230	nita@kelyntech.com
Logisoft Computer Products	6605 Pittsford Palmyra Road, Suite E1	Fairport	NY	14450	888-564-4763	rlong@logisoft.com
Mangudai LLC	43981 Indian Fields Court	Leesburg	VA	20176	720-339-1708	frank@mangudai.it

MNJ Technologies Direct	1025 Busch Parkway	Buffalo Grove	IL	60089	874-876-8806	kcowan@mnjtech.com
MVation Worldwide	70 Glen Street, Suite 260	Glen Cove	NY	11542	408-688-5060	guy@mvation.com
Networked Educational Technologies dba CSDNET	874 Montauk Highway	Bayport	NY	11705	631-924-7474	Elizabeth.vogel@csdnet.net
New Tech Solutions	4179 Business Center Drive	Fremont	CA	94538	510-353-4070	vijay@ntsca.com
Norseman	8172 Lark Brown Road	Elkridge	MD	21075	410-579-86	tgroff@norseman.com
PalmIQ, Inc.	6 Pidgeon Hill Dr., Ste. 320	Sterling	VA	20165	703-214-7183	matt.dallosta@palmiq.com
Redwood Sun Partners	160 N. Hatcher Ave.	Purcellville	VA	20132	949-276-1236	Partner1@redwoodsunpartners.com
Sanity Solutions	1720 Bellaire St.	Denver	CO	80222	720-570-1668	cgross@sanitysolutions.com
Sequel Data Systems	11824 Jollyville Road, Suite 400	Austin	TX	78759	512-918-8841	jonathan.clifton@sequeldata.com
Sev1Tech	7800 East Union Ave., Suite 875	Denver	CO	80237	703-496-3776	jerry.hulbert@sev1tech.com
SHI International Corp.	10 Knox Drive	Piscataway	NJ	08854	708-420-9856	james_kman@shi.com
ShireWire GS&D	184 Northampton Street, Ste. 302	Easthampton	MD	01027	413-885-8225	tmanca@shirewire.com
SIRC	730 24th St NW, #3	Washington	DC	20037	202-536-2800	ajay.gandhi@sirc.net
Solutions3 LLC	637 Wyckoff Ave., PMB 352	Wyckoff	NJ	07481	201-891-977	tricia@solutions3llc.com
Sonit Systems LLC	130 Westfield Dr.	Archbold	OH	43502	419-446-2151	joshv@sonit.com
SpartanTec, Inc.	800 25 th Ave. South, Suites B&C	North Myrtle Beach	SC	29582	843-418-4792	lcarter@spartantec.com
Starnet Solutions	90 Main Street	Farmingdale	NJ	07727	732-919-3446	stellas@starnetsolutions.com
Strato Communications	10398 Rockingham Dr. #7	Sacramento	CA	95827	916-476-8646	pcarruth@stratogov.com
Technogent	100 Spectrum Center Dr., Ste 700	Irvine	CA	92618	402-387-8027	Pam.zwiebel@technogent.com
Technology Integration Group	10240 Flanders Court	San Diego	CA	92121	208-378-8886	Jerrie.dodd@tig.com
TWE Solutions	13900 Marquesas Way #6004	Marina Del Rey	CA	90292	888-535-9570	reno@twe-solutions.com
Vinsys Information Technology	12020 Sunrise Valley Dr, Ste. 100	Reston	VA	20191	703-371-4120	chanamoluvinsysinfo.com
York Telecom Corp.	81 Corbett Way	Eatontown	NJ	07724	732-413-6000	govsales@yorktel.com

Product and Pricing Information for the following OEMs can be found on GSA Advantage!:

Bitdefender
Datacore
Datadobi
GFI
Infosec
IntelliFlash
Scale Computing
TechSmith
Tintri by DDN
Unitrends
ZenDesk