

**CLOUDBOLT**  
**MASTER SOFTWARE LICENSE, SAAS AND SERVICES AGREEMENT**

This Master Software License, SaaS and Services Agreement, including the Order Form which by this reference is incorporated herein (this "Agreement"), is a binding agreement between CloudBolt Software, Inc. ("CloudBolt") and entity identified on the Order Form as the customer ("Customer").

CLOUDBOLT PROVIDES THE SOFTWARE, SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY SIGNING THE ORDER FORM OR PROVIDING A PURCHASE ORDER REFERENCING THE ORDER FORM YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLOUDBOLT WILL NOT AND DOES NOT PROVIDE ANY LICENSE OR RIGHT TO THE SOFTWARE, SUBSCRIPTION SERVICE OR PROFESSIONAL SERVICES TO CUSTOMER AND YOU MUST NOT DOWNLOAD/INSTALL, ACCESS OR ACCEPT PROVISION OF THE SOFTWARE, SUBSCRIPTION SERVICE OR PROFESSIONAL SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE OR SUBSCRIPTION SERVICE THAT CUSTOMER DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF CLOUDBOLT'S SOFTWARE OR SUBSCRIPTION SERVICE.

CloudBolt and Customer may each be individually referred to as a "Party" or collectively as the "Parties".

**1. DEFINITIONS**

1.1 "Affiliates" means any corporation, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition "control" means the direct possession of a majority of the outstanding voting securities of an entity.

1.2 "Client Software" is any desktop client software included in the Subscription Service that is made available to Customer by CloudBolt for installation on end user computers.

1.3 "CloudBolt Data" means all Data made available by CloudBolt to Customer in connection with the Customer's use of the Subscription Service.

1.4 "CloudBolt Technology" means all of CloudBolt's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by CloudBolt in providing the Subscription Service.

1.5 "Confidential Information" has the meaning given to it in Section 4.1.

1.6 "Connector" means a component of the Software that connects the Software to technologies and resources the Software manages.

1.7 "Data" means text, images, documents, materials and all other forms of data or communication.

1.8 "Documentation" means the documentation for the Software or Subscription Service generally supplied by CloudBolt to assist its customers in the use of the Software or Subscription Service, including user and system administrator guides and manuals and other written materials, including the software functional specifications.

1.9 "Employee" means a full-time or part-time employee of Customer.

1.10 "Feedback" means any Customer provided feedback and reports about any errors, problems, or defects in, or suggestions for changes and improvement to the Software or Subscription Service.

1.11 "HIPAA" means the Health Insurance Portability and Accountability Act, as amended and supplemented.

1.12 "Intellectual Property Rights" means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.

1.13 "License Key" means a serial number that enables Customer to activate and use the Software for the License Term and quantity of VMs licensed.

1.14 "License Term" means the term of the license for the Software as set forth in the Order Form and any renewal of the License Term.

1.15 "Losses" means all claims, actions, proceedings, damages, losses, liabilities and expenses, including reasonable attorney fees.

1.16 "Open Source Software" or "OSS" means software components that are licensed under a license approved by the Open Source Initiative or similar open source or freeware license.

1.17 "Order Form" means each CloudBolt ordering document signed by duly authorized representatives of both Parties which references this Agreement, identifies the specific Software, Subscription Service or Professional Service ordered by Customer from CloudBolt, sets forth the prices for the Software license, Subscription Service and/or Professional Services and contains other applicable terms and conditions. The initial Order Form and any additional Order Forms entered into by the Parties are incorporated herein by reference.

- 1.18 “Maintenance Services” means CloudBolt’s maintenance and support services for the Software as set forth in Section 3 of Exhibit B hereto.
- 1.19 “Professional Services” means those development, set-up, integration, configuration, consulting training services and/or standard project packages defined on CloudBolt’s website and the applicable Order Form, if and as specified on an Order Form to be provided by CloudBolt.
- 1.20 “Server” or “VM” means any physical computer, hardware based device, virtual machine or cloud compute instance, that is capable of running an operating system or serves as a software container that can run a virtualized instance of an operating system.
- 1.21 “Services” means the Subscription Service, Maintenance Services and any Professional Services provided by CloudBolt pursuant to Section 2.1 hereof. Customer may order the Subscription Service, Maintenance Services and/or Professional Services from CloudBolt via an Order Form.
- 1.22 “Software” means the object or interpreted code of the computer software listed in the Order Form, together with any fixes, updates or other software code relating to the foregoing that is provided to Customer pursuant to Maintenance Services and that is not subject to a separate license agreement.
- 1.23 “Subscription Service” means CloudBolt’s proprietary subscription-based software-as-a-service offering set forth and described on the applicable Order Form.
- 1.24 “Subscription Service Term” means the set term for the Subscription Service designated on an Order Form and any renewal of the Subscription Service Term.
- 1.25 “Third Party Agent” means a third party outsourcer providing information technology services for Customer’s internal use, pursuant to a written contract.
- 1.26 “Users” means any employee of the Customer or any Third Party Agent of the Customer who is authorized by the Customer to use the Subscription Service and who have been supplied passwords by the Customer (or by CloudBolt at the Customer’s request).

## **2. SUBSCRIPTION SERVICES, SOFTWARE, PROFESSIONAL SERVICES**

2.1 Subscription Services; Software, Professional Services. CloudBolt shall provide Customer with a license to use the Software, Subscription Services and/or Professional Services as specified on the Order Form. Customer acknowledges that (i) the Subscription Service is provided in accordance with and is subject to the provisions set forth in this Agreement, the applicable Order Form as well as the additional terms and conditions set forth on Exhibit A hereto, (ii) the Software is provided in accordance with and is subject to the provisions set forth in this Agreement, the applicable Order Form as well as the additional terms and conditions set forth on Exhibit B hereto and (iii) the Professional Services are provided in accordance with and are subject to the provisions set forth in this Agreement, the applicable Order Form, a Statement of Work (if applicable) and the additional terms and conditions set forth in Exhibit C. Any conflict between the terms and conditions set forth in this Agreement and any Order Form or SOW shall be resolved in favor of this Agreement unless such Order Form or SOW is intended to control pursuant to the terms of this Agreement.

2.2 Changes to Order Form. Either party may request a change to an Order Form, and for such purpose shall submit to the other party a written notice (“Change Request”) setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the parties) after the receipt of such Change Request, the parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change in the estimated (or fixed) fees for the Services, the parties shall complete and execute a new or amended Order Form. If Customer elects to add additional products or services from CloudBolt, the parties will enter into a new or amended Order Form specifying such products or services and the additional fees to be paid by Customer.

## **3. FEES; PAYMENT TERMS**

3.1 Fees. Unless payment is being made through a CloudBolt partner, Customer agrees to pay CloudBolt for the Software and Services provided and expenses incurred on the basis and at the rates specified in each Order Form, as the case may be. Unless otherwise set forth on the Order Form, payment shall be due within thirty (30) days after the date of CloudBolt’s invoice and shall be made in US Dollars. Customer agrees to pay a late charge of one and half percent (1 1/2%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts, not subject to a good faith dispute, and not paid when due. In addition to paying the applicable fees, Customer shall also pay all pre-approved reasonable travel and out-of-pocket expenses incurred by CloudBolt in connection with any Services rendered.

3.2 Taxes. Customer shall be solely and exclusively responsible for the payment of required federal, state and local taxes arising from or relating to the Software and Services rendered hereunder, except for taxes related to the net income of CloudBolt and any taxes or obligations imposed upon CloudBolt under federal, state and local wage laws.

## **4. CONFIDENTIALITY AND DATA SECURITY**

4.1 Confidential Information. During the Agreement Term (as defined in Section 7), each party will regard any information provided to it by the other party and designated in writing as proprietary or confidential to be confidential (“Confidential Information”). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing party’s business and the industry in which it operates, is of a confidential or proprietary nature. The receiving party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity *except* to a director, officer, employee, outside consultant, or advisor of the receiving party or its Affiliates (collectively “Representatives”) who have a need to know such Confidential Information in the course of the performance of their duties for the receiving party and who are bound by a duty of confidentiality no less protective of the disclosing party’s Confidential Information than this Agreement. The receiving party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing party. Each party accepts responsibility for the actions of its Representatives and shall protect the other party’s Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The parties expressly agree that the terms and pricing of this Agreement are Confidential Information and the Software and Subscription Service are CloudBolt’s Confidential Information. A receiving party shall promptly notify the disclosing party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with

any reasonable request of the disclosing party in enforcing its rights. Upon request, a party shall promptly return or destroy all Confidential Information of the other party in its possession.

4.2 *Exclusions.* Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing party, without any obligation of confidentiality; (ii) becomes known to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving party without use of the disclosing party's Confidential Information. The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that, to the extent legally permissible, it gives the disclosing party reasonable prior written notice to permit the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

4.3 *Injunctive Relief.* Notwithstanding any other provision of this Agreement, both parties acknowledge that any use of the disclosing party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both parties agree that, in addition to any other remedy to which the disclosing party may be entitled hereunder, at law or equity, the disclosing party shall be entitled to seek injunctive relief to restrain such use in addition to other appropriate remedies available under applicable law.

## **5. LIMITED WARRANTY**

5.1 *Subscription Service Warranty.* CloudBolt warrants that during the Subscription Service Term, the Subscription Service will conform, in all material respects, with the Documentation. CloudBolt does not warrant that it will be able to correct all reported defects or that use of the Subscription Service will be uninterrupted or error free. CloudBolt makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, CloudBolt will, at no additional cost to Customer, provide remedial services necessary to enable the Subscription Service to conform to the warranty. The Customer will provide CloudBolt with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Such warranty shall only apply if the Subscription Service has been utilized by the Customer in accordance with the Order Form and this Agreement.

5.2 *Software Warranty.* CloudBolt warrants that during the initial License Term, the Software will substantially conform to the applicable Documentation, provided that the Software: (a) has been properly installed and used at all times and in accordance with the applicable Documentation; and (b) has not been modified or added to by persons other than CloudBolt or its authorized representative. CloudBolt will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of the foregoing warranty, either replace the applicable Software or correct any reproducible error in the Software reported to CloudBolt by Customer in writing. If CloudBolt determines that it is unable to correct the error or replace the Software, CloudBolt will refund to Customer the license fees actually paid by for the applicable Software (as depreciated over the License Term and any Renewal Term) and Customer's right to use such Software will terminate. The remedies set out in this subsection are Customer's sole remedies for breach of the above warranty.

5.3 *Professional Services Warranty.* CloudBolt warrants that any Professional Services provided hereunder shall be provided in a competent and professional manner and in accordance with any specifications set forth in the Order Form in all material respects. If the Professional Services are not performed as warranted, then, upon the Customer's written request, CloudBolt shall promptly re-perform, or cause to be re-performed, such Professional Services, at no additional charge to the Customer. Such warranties and other obligations shall survive for thirty (30) days following the completion of the Professional Services.

5.4 *No Other Warranty.* CLOUDBOLT DOES NOT REPRESENT THAT THE SERVICES OR SOFTWARE WILL BE ERROR-FREE OR THAT THE SERVICES OR SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SUBSCRIPTION SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 5 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY CLOUDBOLT. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES AND SOFTWARE ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

## **6. LIMITATION OF LIABILITY.**

6.1 *Consequential Damage Waiver.* Except for a violation by Customer of any of CloudBolt's intellectual property rights, a party's breach of Section 4, or damages resulting from a party's gross negligence or willful misconduct, neither party will be liable to the other or any third party for loss of profits, or special, indirect, incidental, consequential or exemplary damages, including lost profits and costs, in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages.

6.2 *Limitation of Liability.* Except as may arise out of CloudBolt's breach of Section 4, the total cumulative liability of CloudBolt to Customer for any and all claims and damages under this Agreement, whether arising by statute, contract, tort or otherwise, will not exceed the Services or Software fees paid by Customer to CloudBolt under the Order Form for the Services or Software which form the subject of the claim during the twelve (12) month period immediately preceding the event giving rise to the claim. The provisions of this Agreement allocate risks between the parties. The pricing set forth in each Order Form reflects this allocation of risk and the limitation of liability specified herein.

## **7. TERM**

7.1 *Term.* This Agreement will commence on the start date of the initial Term on the initial Order Form ("Effective Date") and will continue until otherwise terminated in accordance with this Section 7 ("Agreement Term"). The Subscription Term and/or License Term shall be the term set forth on the Order Form. Unless either Party provides thirty (30) days prior written notice to the other Party of its intent not to renew an Order Form, upon the expiration of the initial Subscription Term, License Term or any renewal term of such Order Form, the Order Form will automatically renew for a term equal in duration to the initial Subscription Term and/or License Term of such Order Form. For any renewal term, CloudBolt reserves the right

to change or reasonably increase the rates, applicable charges and usage policies and to introduce new charges for the renewing Order Form by providing Customer written notice thereof (which notice may be provided by e-mail) at least thirty (30) days prior to the renewal term for which the changes or increases will take effect.

**7.2 Termination.** Notwithstanding the foregoing, either party may terminate this Agreement or any Order Form (i) immediately in the event of a material breach of this Agreement or any such Order Form by the other party that is not cured within thirty (30) days of written notice thereof from the other party, or (ii) immediately if the other party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. Termination of an Order Form shall not be deemed a termination of this Agreement. Termination of this Agreement shall, however, terminate all outstanding Order Forms. Either party may also terminate this Agreement upon no less than thirty (30) days' prior written notice to the other party for any reason, if at such time there are no outstanding Order Forms then currently in effect. All rights and obligations of the parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Order Form.

**7.3 Effect of Termination.** Upon any termination or expiration of this Agreement or any applicable Order Form, CloudBolt shall no longer provide the applicable Software and Services to Customer and Customer shall cease and cause its Users to cease using the Services and the Software. Upon termination of this Agreement or any applicable Order Form for the Subscription Service by CloudBolt due to Customer's uncured breach, in addition to any other remedies CloudBolt may have for such breach at law or in equity, Customer shall pay CloudBolt for all fees that had accrued prior to the termination date and, as liquidated damages and not as a penalty, Customer shall continue to pay CloudBolt for all monthly license fees that would have continued to accrue through the end of the then current term of the Order Form had it not been so terminated. Except as expressly provided herein, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.

## **8. INDEMNIFICATION**

**8.1 CloudBolt Indemnification.** Subject to Section 8.3 below, CloudBolt will indemnify, defend and hold Customer harmless from and against any and all Losses incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer alleging that the use of the Services or Software as permitted hereunder infringes any patent, copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Services or Software in violation of this Agreement or applicable law, (b) use of the Services or Software after CloudBolt notifies Customer to discontinue use because of an infringement claim, (c) any claim relating to any third party Data or Customer Data, (d) modifications to the Services or Software made other than by CloudBolt (where the claim would not have arisen but for such modification), (e) the combination, operation, or use of the Services or Software with materials which were not provided by CloudBolt, to the extent that Customer's liability for such claim would have been avoided in the absence of such combination, operation, or use; or (f) compliance by CloudBolt with Customer's custom requirements or specifications if and to the extent such compliance with Customer's custom requirements or specifications resulted in the infringement. If the Services or Software are held to infringe, CloudBolt will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; (b) to replace the Services or Software with non-infringing Services or Software; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Order Form and refund to the Customer any prepaid unused fees paid to CloudBolt for the infringing Services or Software and any license fees paid for the Software (as depreciated over a three year straight line basis). The rights and remedies granted Customer under this Section 8.1 state CloudBolt's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

**8.2 Customer Indemnification.** Subject to Section 8.3 below, Customer shall indemnify, defend, and hold CloudBolt harmless from and against any and all Losses resulting from a claim, suit, action, or proceeding brought by any third party against CloudBolt (i) alleging that the Customer Data, or any use thereof, infringes the intellectual property rights or proprietary rights of others, or has caused harm to a third party, or (ii) arising out of Customer's breach of Section 4 of Exhibit A and Sections 2.2 and 2.3 of Exhibit B.

**8.3 Indemnification Procedure.** The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying party shall not settle any claim without the indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost).

## **9. GENERAL PROVISIONS**

**9.1 Assignment.** Neither Party may assign this Agreement or delegate its performance under this Agreement to any third party without obtaining the other Party's prior consent, except that either Party may assign this Agreement in its entirety to (a) its affiliate, or (b) by operation of law or to any successor entity in the event of a Party's transfer of all or substantially all of its assets or stock, merger, spin-off, consolidation, reorganization or other business combination or change of control, so long as the assigning Party provides notice thereof to the other Party. Any attempted assignment or transfer in violation of the foregoing is void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

**9.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA without regard to its conflict of law provisions.

**9.3 Headings.** The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

**9.4 Relationship of the Parties.** CloudBolt and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other party's name or on its behalf.

9.5 Publicity. Neither party will use, publicize, or issue any press release which includes the name, trademarks, or other proprietary identifying symbol of the other party without the prior written consent of the other party; provided, that CloudBolt may include Customer's name and logo on lists of selected Customers.

9.6 Force Majeure. Except for the obligation to make payments, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

9.7 Notices. Any notices required or permitted under the terms of this Agreement or required by law will (unless otherwise provided) be in writing and will be delivered in person, sent by registered mail or fax or delivered via email (with confirmation of delivery) to the respective contact persons and addresses indicated in the Order Form, as may be updated from time to time upon notification by one party to the other party, with a copy to [legal@cloudbolt.io](mailto:legal@cloudbolt.io) and [accounting@cloudbolt.io](mailto:accounting@cloudbolt.io) for any notices for CloudBolt. Any such notice will be considered to have been given at the time of actual delivery in person or, if sent by fax or email, at the time mentioned on the transmission result report or confirmation of delivery, or within five (5) days after it was mailed in the manner specified above.

9.8 No Third Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a party to any such person.

9.9 Counterpart and Facsimile Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

9.10 Waiver and Severability. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

9.11 Aggregate Data. CloudBolt shall have the unrestricted right to collect, process, use, distribute, share, disclose, market, exploit, commercialize and display Aggregate Data for any lawful purpose during and after the Agreement Term. "**Aggregate Data**" means any non-attributable, deidentified, non-regulated analytical information, data, analysis and statistics generated by Customer's use of the Software or Subscription Services, including, but not limited to, the license serial number, the Software's unique identifier, a total count of managed resources, Connectors or total count of users, other pieces of data including compilation of aggregated statistics about the Software, Subscription Services and use thereof, and any anonymous data and learnings regarding use of the Software and/or Subscription Service. As between the parties, CloudBolt owns all right, title and interest in and to the Aggregate Data. CloudBolt will not distribute Aggregate Data in a manner that personally identifies Customer.

9.12 Entire Agreement, Order of Precedence. This Agreement (including all Order Forms, which are incorporated herein by reference), constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous oral or written communications between the Parties relating in any way to the subject matter hereof. No terms or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition or licensing of the Software or Services will have any effect on the rights, duties or obligations of the Parties, or otherwise modify, this Agreement, regardless of any failure of CloudBolt to object to such terms, provisions or conditions. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof. This Agreement supersedes any so-called "click-thru" or other form of license agreement which may be included with the Software or Subscription Service. Any conflict between the terms and conditions set forth in this Agreement and any Order Form shall be resolved in favor of this Agreement unless such Order Form is intended to control pursuant to the terms of this Agreement.

## Exhibit A

### SUBSCRIPTION SERVICE

In the event that Customer licenses any of CloudBolt's Subscription Services, the following additional terms shall apply:

- Subscription Service.** Subject to the terms and conditions of this Agreement, CloudBolt will make the Subscription Service available to Customer for the Subscription Service Term solely for access and use by Customer and its Users in accordance with the terms and conditions of this Agreement, the Documentation, and the Order Form. Customer shall be responsible for each User's compliance with this Agreement. To the extent use of a Subscription Service requires Customer to install Client Software, CloudBolt grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during the Subscription Service Term to use the object code form of the Client Software internally in connection with Customer's use of the Subscription Service, subject to the terms and conditions of this Agreement and the Documentation. The Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by CloudBolt regarding future functionality or features. CloudBolt may provide all or a portion of the Services hereunder through any of its Affiliates.
- CloudBolt Technology.** In connection with the performance of the Subscription Service, CloudBolt shall operate and support the Subscription Service's environment, including, without limitation, the CloudBolt Technology, all applicable server hardware, disk storage, firewall protection, server operating systems, management programs, Web server programs, Web Applications, Graphical User Interface, documentation and all other information developed or provided by CloudBolt or its suppliers under the Agreement, as well as all other documents, software, products and services contained or made available to Customer in the course of using the Subscription Service (collectively, the "Subscription Materials").
- SLA.** The Subscription Service shall be provided in accordance with the Service Level Agreement attached as Attachment I to Exhibit A hereto.
- Restrictions.** Customer is responsible for procuring and maintaining the network connections that connect the Customer to the Subscription Service. The Customer agrees: (a) that only authorized Users are permitted to use the Subscription Service; (b) that it is responsible for authorized Users' actions or failures to act in connection with activities contemplated under this Agreement; and (c) to otherwise take all commercially reasonable steps to protect the Subscription Service and the Documentation from unauthorized use and/or access. Customer is also responsible for all activities conducted under its User logins and for its Users' compliance with this Agreement. Neither the Customer nor its Users shall use the Subscription Service to: (a) send, upload or otherwise transmit any Customer Data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) upload or otherwise transmit, display or distribute any Customer Data that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (c) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) interfere with or disrupt the Subscription Service or networks connected to the Subscription Service; or (e) violate any applicable law or regulation. Customer will also not (and will not permit any third party to): (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available any Subscription Service to a third party (except as Affiliates) or in a service bureau or outsourcing offering; (b) use any Subscription Service to provide, or incorporate any Subscription Service into, any general purpose data warehousing service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to any Subscription Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to CloudBolt); or (d) remove or obscure any proprietary or other notices contained in any Subscription Service. Customer agrees not to upload to the Subscription Service any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations.
- Ownership.** Customer acknowledges and agrees that (i) as between CloudBolt and Customer, all right, title and interest in and to the Subscription Service, the Subscription Materials, including the CloudBolt Technology and all derivatives thereof (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith) are and shall remain CloudBolt's or its licensors', and CloudBolt in no way conveys any right or interest in the Subscription Materials, the CloudBolt Technology or the Subscription Service other than a limited license to use them in accordance herewith, and (ii) the Subscription Materials, the CloudBolt Technology and the Subscription Service are works protected by copyright, trade secret, and other proprietary rights and laws. As between the parties, Customer or its licensors retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of the operation of the Subscription Service. Subject to the terms of this Agreement, Customer hereby grants to CloudBolt a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of, and display the Customer Data solely to the extent necessary to provide the Subscription Service to Customer, or to prevent or address service or technical problems under this Agreement, or as may be required by law.
- Handling of Customer Content Upon Termination.** Customer agrees that following termination of Customer's account and/or use of the Subscription Service, CloudBolt may immediately deactivate Customer's account and that following a reasonable period of not less than 30 days shall be entitled to delete Customer's account from CloudBolt's "live" site. Customer further agrees that CloudBolt shall not be liable to Customer nor to any third party for any termination of Customer access to the Subscription Service or deletion of Customer Content, provided that CloudBolt is in compliance with the terms of this Section 6.
- Users; Passwords, Access and Notification.** Customer shall authorize access to and assign unique passwords to the Users. Customer will be responsible for the confidentiality and use of User's passwords. Customer agrees to immediately notify CloudBolt if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords.

8. Modifications to Subscription Service. CloudBolt may make modifications to the Subscription Service or particular components of the Subscription Service from time to time provided that such modifications do not materially degrade any functionality or features of the Subscription Service and CloudBolt will use commercially reasonable efforts to notify Customer of any material modifications.

9. Sufficient Rights in Customer Data. Customer will ensure that its use of the Subscription Service and all Customer Data is at all times compliant with this Agreement, Customer's privacy policies, and all applicable laws and regulations and conventions. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants that Customer has sufficient rights in the Customer Data to grant the rights granted to CloudBolt hereunder and that the Customer Data does not infringe or violate the intellectual property, publicity, privacy or other rights of any third party.

10. Data Security. CloudBolt will implement and maintain administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of, and prevention of any unauthorized use, access, processing, destruction, loss, alteration, or disclosure of, the Customer Data, in accordance with applicable industry standards. CloudBolt will notify Customer immediately following discovery of any suspected breach or compromise of the security, confidentiality, or integrity of any Customer Data. Written notification provided pursuant to this paragraph will include a brief summary of the available facts, the status of CloudBolt's investigation, and if known and applicable, the potential number of persons affected by release of data relating to such person.

**ATTACHMENT I**  
**To**  
**Exhibit A**

**Service Level Agreement**

**1. Service Level**

**1.1 Availability.** The Subscription Service will be available 99.9% of the time per quarter, except for any downtime due to Maintenance or a Force Majeure Event (“*Uptime Availability*”). For any partial calendar quarter during which Customer subscribes to the Subscription Service, Uptime Availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed. In addition, unavailability for some specific features or functions within the Subscription Service, while others remain available, will not constitute unavailability of the Subscription Service, so long as the unavailable features or functions are not, in the aggregate, material to the Subscription Service as a whole.

**1.2 Maintenance.** “Maintenance” shall mean any scheduled maintenance on the Subscription Service or any unplanned maintenance lasting less than 15 minutes.

**2. Service Credits.** If the Subscription Service does not meet the Uptime Availability in any given calendar quarter (excluding any Maintenance or Force Majeure Event) and this downtime significantly affected Customer’s ability to use the Subscription Service, then CloudBolt will credit Customer with an amount equal to five percent (5%) of the Subscription Service monthly fee for each two hours of general Subscription Service unavailability below 99.9%, up to a maximum of thirty percent (30%) of the Subscription Service monthly fee. Any such credit shall be applied to Customer’s next invoice (or refunded if there are no forthcoming invoices). This credit is Customer’s sole and exclusive remedy. Any obligations of CloudBolt under this Exhibit shall become null and void upon any breach by Customer of the Agreement, including any failure by Customer to meet payment obligations to CloudBolt.

**3. Reporting.** To file a claim under this Exhibit, Customer must send an email to [support@cloudboltsoftware.com](mailto:support@cloudboltsoftware.com) with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number;
- Downtime information with dates and time periods for each instance of downtime during the relevant period; and
- An explanation of the claim made under this Exhibit, including any relevant calculations.

Claims may only be made on a calendar quarter basis and must be submitted within 10 business days after the end of the relevant quarter, except for periods at the end of a subscription period that do not coincide with a calendar quarter, in which case Customer must make any claim within 10 business days after the end of the subscription period.

All claims will be verified against CloudBolt’s applicable system records. Should any periods of downtime submitted by Customer be disputed, CloudBolt will provide to Customer a record of the Subscription Service availability for the period in question. CloudBolt will only provide records of system availability in response to good faith Customer claims.



## Exhibit B

### SOFTWARE TERMS

In the event that Customer licenses any of CloudBolt's Software for installation at a Customer location the following additional terms shall apply:

#### 1. LICENSE TERMS.

- 1.1 **License.** Subject to the terms and conditions of this Agreement, upon the execution of an Order Form by CloudBolt and Customer, CloudBolt grants to Customer a limited, non-exclusive, non-transferable term license to use the Software, only for Customer's internal operations and during the License Term, in accordance with (a) the Documentation; (b) the number of VMs listed on the Order Form and for which have the applicable fees have been paid; and (c) other applicable limitations, if any, set forth in the Order Form. Except for the express licenses granted in this Exhibit B, no other licenses are granted by implication, estoppel or otherwise.
- 1.2 **User's Use.** Subject to the terms and conditions of this Agreement, CloudBolt grants Customer a non-exclusive, non-transferable license to permit Customer's Users to access, use and/or operate the Software on Customer's behalf for the sole purpose of delivering outsourcing services to Customer. Customer acknowledges and agrees that it is fully responsible for its Users' compliance with terms and conditions of this Agreement and that any breach of this Agreement by a User shall be deemed to be a breach by Customer.
- 1.3 **Copies.** Customer may make one copy of the Software for archival purposes only. The copy shall: (a) be kept within Customer's possession or control; (b) include all titles, trademarks, and copyright and restricted rights notices in the original; and (c) be subject to this Agreement. Customer may not otherwise copy the Software without CloudBolt's prior written consent.
- 1.4 **Open Source Software.** The Software may include certain OSS for use in combination with the Software. Such OSS is free and distributed to Customer under the terms set forth in the respective license agreements (the "Open Source Agreements"). This Agreement in no way supplements or detracts from any term or condition of such Open Source Agreements. During the License Term, CloudBolt shall provide a complete listing of all applicable OSS included in the Software upon Customer's request. Each party represents and warrants that it will comply in all material respects with all terms of the applicable Open Source Agreements with respect to all OSS provided to Customer by CloudBolt. CloudBolt further represents and warrants that Customer's use of such OSS as permitted or contemplated by this Agreement and in accordance with the applicable Open Source Agreements shall not subject any software owned by Customer to the terms of any restricted open source license. A "restricted open source license" means any license that contains any "copy left" or other similar obligation or condition that requires (a) that the software covered by the license or any software incorporated into, based on, derived from or distributed with such software be disclosed, distributed or made available in source code form or be licensed under the terms of any Open Source Agreement or (b) the grant of any rights, immunities or covenants under any other software or intellectual property.
- 1.5 **Maintenance.** CloudBolt shall provide Maintenance Services to Customer during the License Term at no additional fee.

#### 2. OWNERSHIP; PROTECTION OF SOFTWARE.

- 2.1 **Ownership.** The Software and Documentation, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of CloudBolt and its licensors. Customer's rights to use the Software and Documentation shall be limited to those expressly granted in this Agreement and any applicable Order Form. No other rights with respect to the Software or any related Intellectual Property Rights are implied. Customer is not authorized to use (and shall not permit any third party to use) the Software, Documentation or any portion thereof except as expressly authorized by this Agreement or the applicable Order Form.
- 2.2 **Restrictions.** Customer acknowledges that the Software and the structure, sequence, organization, user interface and source code of the Software constitute valuable trade secrets of CloudBolt. Accordingly, except as expressly authorized by CloudBolt in writing, Customer will not and will not permit any third party to: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part the Software or Documentation to any third party; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part; (c) copy the Software, except for archival purposes, as set out herein; (d) circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Software as described in this Agreement; (e) use any Connectors that are not described, or exceed the number of VMs listed, in the Order Form; (f) translate, modify or create derivative works based upon the Software; (g) permit any use of or access to the Software by any third party other than Users as set forth herein; (h) remove any product identification, proprietary, copyright or other notices contained in the Software; (i) operate the Software on behalf of or for the benefit of any third party; including the operation of any service that is accessed by a third party; or (j) benchmark the operation of the Software without CloudBolt's prior written consent. Customer acknowledges and agrees that Customer may not use the Software in conjunction with, or with the assistance of, any codes, keys, mechanisms, or hardware or software components that are meant to circumvent the protection and that are supplied to Customer by someone other than CloudBolt or one of its authorized distributors.
- 2.3 **Decompilation.** Customer hereby waives any right it may have under any jurisdiction to reverse engineer the Software provided, however, if European Community law is applicable, the restrictions in this Section are limited so that they prohibit such activity only to the maximum extent such activity may be prohibited without violating the EC Directive on the Legal Protection of Computer Programs. Notwithstanding the foregoing, prior to any such legally excused decompiling, disassembly or reverse engineering of the Software, Customer must first issue a written request to CloudBolt for information or assistance and Customer shall refrain from decompiling, disassembling, or otherwise reverse engineering any of the Software unless CloudBolt cannot, or fails, to comply with such request within a commercially reasonable period of time.
- 2.4 **Audit.** During the term of this Agreement and for five (5) years thereafter, CloudBolt, or its third party auditor, may, upon reasonable notice to Customer and on not more than one occasion in any 12-month period (provided that if an audit reveals that if Customer has breached any

provision of this Agreement then such audit shall not count toward the limitation of the number of audits that may be conducted in a given period), audit such records to verify that Customer has: (a) used the Software solely in the manner authorized herein; (b) paid all applicable fees; and (c) otherwise complied with the terms of this Agreement and all Order Forms. Audits will be conducted during normal business hours and CloudBolt will use commercially reasonable efforts to minimize the disruption of Customer's normal business activities. Customer agrees to cooperate with CloudBolt and/or its third-party auditor and will promptly pay directly to CloudBolt any underpayments revealed by such audit. Customer will promptly reimburse CloudBolt for all reasonable costs and expenses incurred by CloudBolt for such audit if: (i) such audit reveals an underpayment by Customer of more than five percent (5%) of the fees payable by Customer to CloudBolt for the period audited; or (ii) such audit reveals Customer has materially failed to maintain accurate records of Customer's use of the Software.

- 2.5 ***Electronic Reporting.*** The Software may periodically transmit analytical information and data about how the Software is being used in Customer's environment. This information consists of only non-attributable, non PCI-regulated data and information, such as the license serial number, the Software's unique identifier, a total count of managed resources, Connectors or total count of users, and other pieces of data intended to help CloudBolt improve the Software. Customer acknowledges and agree that CloudBolt shall have the unrestricted right to use, distribute, market, exploit and display any information, analysis, statistics and other data generated by Customer's use of the Software, including compilation of aggregated statistics about the Software; provided, however, that CloudBolt shall not publicly disclose or distribute any such data unless such data is in an aggregated form that would not permit a third party to identify the data as associated with Customer.
- 2.6 ***Export; Government Restricted Rights.*** Customer acknowledges that the export of any Software is subject to export or import control and Customer agrees that any Software or the direct or indirect product thereof will not be exported (or re-exported from a country of installation) directly or indirectly, unless Customer obtains all necessary licenses from the U.S. Department of Commerce or other agency as required by law. The Software and the Documentation have been developed at private expense and are sold commercially. They are provided under any U.S. government contracts or subcontracts with the most restricted and the most limited rights permitted by law and regulation. Whenever so permitted, the government and any intermediate buyers will obtain only those rights specified in CloudBolt's standard commercial license. Thus, the Software referenced herein, and the Documentation provided by CloudBolt hereunder, which are provided to any agency of the U.S. Government or U.S. Government contractor or subcontractor at any tier shall be subject to the maximum restrictions on use as permitted by FAR 52.227-19 (June 1987) or DFARS 227.7202-3(a) (Jan. 1, 2000) or successor regulations.

### 3. MAINTENANCE SERVICES.

#### 1. Definitions

***"Business Hours"*** or ***"Business Days"***: means Monday Through Friday 8:00AM to 8:00PM Eastern time, exclusive of Federal US Holidays.

***"Error"*** means any verifiable and reproducible failure of the Software to materially conform to the Documentation. Notwithstanding the foregoing, the term "Error" shall not include any failure of the Software to materially conform to the Documentation that: (a) results from Customer's misuse or improper use of the Software; (b) does not materially affect the operation and use of the Software; (c) results from the modification or addition to the Software that is not part of the Software that CloudBolt makes generally available; or (d) results from Customer's failure to implement in a timely manner any Maintenance Services.

***"M&S Period"*** means the annual period for which Customer has purchased Maintenance Services and any subsequent renewal periods.

***"Named Contacts"*** means the individual(s) identified by Customer as having authority to receive Maintenance Services on behalf of Customer.

***"Response Times"*** shall mean the time between the Customer completes and logs a supportticket with CloudBolt to request interactive technical support and the time CloudBolt responds to such request. Response Times are measured in CloudBolt Business Hours.

***"Severity"*** means the relative impact an Error has on the production use of the Software, as determined by CloudBolt. The following Severity levels are applicable to all Software.

***"Severity One"*** means Customer's use of the Software is completely down, with no immediately available workaround. The Software will not start, or is non-functional in all respects and is negatively affecting or impairing the remote 3rd-party provisioning of virtual instances. Severity One support requires Customer to have dedicated resources available to work on the issue on an ongoing basis during Customer's contractual hours.

***"Severity Two"*** means when major functionality is severely impaired. Although operations may continue in a restricted fashion, a customer's ability to use the Software has been significantly impaired, with no functional workaround possible. For example, the software will start, but reports are not usable.

***"Severity Three"*** describes a partial Software outage, affecting a non-critical aspect of the functionality. In these cases, either a workaround exists, or the functionality impacted is not required for typical production use. For example, users are not able to provision new instances, but administrators will be able to.

***"Severity Four"*** involves any general usage questions, or issues related to user interface anomalies, artifacts, or rendering issues. An example of this can include a Software user interface page looking different between two different browsers.

***"Software Maintenance"*** means the provision of Major Releases, Minor Releases and Maintenance Releases, if any, to the Software, as well as any corresponding Documentation. Customer's use of such Major Releases, Minor Releases and Maintenance Releases shall be subject to the terms of the Agreement.

***"Maintenance Release"*** means a generally available release of the Software that typically provides maintenance corrections or fixes only, designated

by CloudBolt by a change in the digit to the right of the second decimal point (e.g. Software 2.0 >> Software 2.0.1).

“**Major Release**” means a generally available release of the Software that contains functional enhancements or extensions, designated by CloudBolt as a change in the digit to the left of the first decimal point (e.g. Software 2.0 >> Software 3.0).

“**Minor Release**” means a generally available release of the Software that introduces a limited amount of new features and functionality, designated by CloudBolt as a change in the digit to the right of the decimal point (e.g. Software 2.0>>Software 2.1).

## 2. Service Terms

2.1 Provision of M&S. CloudBolt support plans, access methods and Response Times are described in Section 5 hereto. CloudBolt shall provide Software Maintenance and support for Error Severity at the support plan level purchased during the M&S Period, subject to Section 2.2 of this Exhibit B below. CloudBolt will use reasonable efforts to respond to a request for interactive technical support within the Response Times stated in the applicable Support Plan. M&S shall be delivered solely to the Named Contact(s) identified by Customer. CloudBolt is not responsible for lost data or information in the event of Errors or other malfunction of the Software or computers on which the Software is used.

2.2 Supported Releases. Software will be supported according to the following schedule: (a) a Major Release will be supported for a period of twelve (12) months after the commercial release of the next Major Release, but no longer than 2 years and provided always that Customer makes use of the last Minor Release and Maintenance Release of the first mentioned Major Release; (b) a Minor Release will be supported for a period of six (6) months after the commercial release of the next Minor Release, provided always that Customer makes use of the last Maintenance Release of the related Minor release. Non-current Software as per the terms above will not be supported.

2.3 Proper use of Software. CloudBolt’s obligation to provide Maintenance Services is contingent upon the Customer’s proper use and application of the Software. Problems caused by any of the following situations are not included in the Maintenance Services but may be addressed separately upon request at CloudBolt’s then-current hourly rates for consulting subject to then-current standard consulting services terms and conditions:

- (a) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by CloudBolt; operation of the Software with other media not in accordance with CloudBolt specifications; or causes other than ordinary use;
- (b) improper installation by Customer or use of the Software that deviates from any operating procedures as specified in the Documentation;
- (c) actual or attempted modification, alteration or addition to the Software undertaken by Customer or any third party;
- (d) the use of third-party software or hardware not specified in the Documentation;
- (e) the failure of Customer to install and implement Software Maintenance;
- (f) any customized deliverables created by CloudBolt for Customer as part of consulting services;
- (g) installing and/or operating the Software in non-supported environments or versions of operating systems, utilities and databases;  
or
- (h) any technical issue unrelated to an Error.

2.4 Change in Services. CloudBolt may change or discontinue the scope of Maintenance Services at any time without notice. CloudBolt will provide notification of discontinuance either directly to Customer or through an announcement posted on the CloudBolt website, at least 180 days in advance. CloudBolt will continue to provide Maintenance Services during the 180 days or for the remainder of the then current annual M&S Period, whichever is longer.

2.5 Open Source Software. Maintenance Services is not provided for Open Source Software.

## 3. Customer Responsibilities. CloudBolt’s obligations regarding Maintenance Services are subject to the following:

- (i) Customer agrees to receive from CloudBolt communications via e-mail, telephone, and other formats, regarding renewals, quotes, and other topics relating to Maintenance Services (such as communications concerning an Error or other technical issues and the availability of new releases). Customer’s Named Contacts shall cooperate to enable CloudBolt to deliver the Maintenance Services;
- (ii) Customer will ensure that all Named Contact(s) have a reasonable understanding of the Software and the system that it is operating on, and shall be fully aware of Customer’s obligations regarding Confidential Information. Customer is solely responsible for the use of the Software by its personnel and shall properly train its personnel in the use and application of the Software;
- (iii) Customer shall promptly report to CloudBolt all Errors with the Software, and shall implement any corrective procedures

provided by CloudBolt reasonably promptly after receipt; and

(iv) Customer is solely responsible for protecting and backing up the data and information stored on the computers on which the Software is used and should confirm that such data and information is protected and backed up before contacting CloudBolt. Customer shall be solely responsible for any and all restoration and reconstruction of lost or altered files, data, or programs. Customer will maintain and implement a complete data backup and disaster recovery plan. Customer shall be solely responsible for any and all security of its confidential, proprietary and/or classified information.

**4. Termination.** CloudBolt may suspend performance of Maintenance Services if Customer fails to fulfill its responsibilities in Section 3 of this Exhibit B. CloudBolt may terminate M&S if such failure continues for thirty (30) days after CloudBolt’s written notice of such failure. CloudBolt may terminate Maintenance Services at any time if it is discovered that Customer is currently in breach of the Agreement.

**5. Knowledge Base.** As part of the Maintenance Services, Customer is entitled to CloudBolt’s support portal and knowledge base at no additional charge. The knowledge base is designed to provide 24x7x365 access to comprehensive information on known issues, workarounds, tips and tricks. CloudBolt’s technical team regularly creates timely knowledge base articles to assist customers in the self-investigation and resolution of issues and queries.

**6. Support Plans and Response Times.**

**Support Plan** CloudBolt’s support is defined as follows:

	<b>Standard</b>	<b>24x7</b>	<b>Premier</b>
Support Hours	8 AM – 8 PM ET*	24x7	24x7
Unlimited Online Knowledge Base Access	Included	Included	Included
Unlimited Online Community Support Access	Included	Included	Included
Number of Named Contacts**	Four (4)	Six (6)	Eight (8)

\* Excludes Weekends and Federal US Holidays

\*\* Online, Email and Phone support access for Named Contacts. Unlimited number of support cases opened by Named Contacts.

**Initial Response**

After the Customer creates a case, CloudBolt will use commercially reasonable efforts to respond to Customer within the target response time indicated below for the corresponding severity level and support package.

<b>Severity</b>	<b>Standard</b>	<b>24x7</b>	<b>Premier</b>
1	1 business hour	1 hour	30 minutes
2	2 business hours	2 hours	1 hour
3	4 business hours	4 business hours	2 business hours
4	1 business day	8 business hours	8 business hours

**Resolution Process**

CloudBolt will address and resolve issues that are within the control of CloudBolt based on the resolution process indicated below for the corresponding severity level. If Customer purchases a Premier Support Package, CloudBolt will provide notification of a target resolution or workaround plan, updates, and escalation based on the process for the corresponding severity level specified below, unless specified otherwise in the Agreement.

<b>Severity</b>	<b>Standard &amp; 24x7</b>	<b>Premier</b>			
		<b>Notification of Resolution Target</b>	<b>Updates</b>	<b>Escalation to CloudBolt Management</b>	<b>Final Resolution</b>
1	Investigate the issue & work continuously until the error is fixed or a temporary workaround is implemented.	Within 4 hours after confirmation the issue is within CloudBolt control	Every hour	If the issue is not resolved within 8 hours after confirmation the issue is within CloudBolt control	If temporary workaround works and permanent code change is required, a dedicated sustaining engineer will be assigned to work on a software fix. A software fix in a form of a patch will be delivered based on level of effort for the fix.
2	Investigate the issue & work during	Within 48 hours after confirmation	Every 4 hours	If the issue is not resolved	If temporary workaround works and

	standard business hours until the error is fixed or a temporary workaround is implemented.	the issue is within CloudBolt control		within 3 business days after confirmation the issue is within CloudBolt control	permanent code change is required, a dedicated sustaining engineer will be assigned to work on a software fix. A software fix in a form of a patch will be delivered based on level of effort for the fix.
3	Investigate the issue & work during standard business hours. Typically fixed in next release.	Within 4 days after confirmation the issue is within CloudBolt control	Every day	If the issue is not resolved within 5 business days after confirmation the issue is within CloudBolt control	If temporary workaround works and permanent code change is required, a dedicated sustaining engineer will be assigned to work on a software fix. A software fix in a form of a patch will be delivered with the next product/version release.
4	Does not require immediate response and is typically a documentation or configuration question.	Within 7 days after confirmation the issue is within CloudBolt control	Every day	As agreed by the parties	N/A

Temporary resolution and workaround will be measured from the time our support engineers have access to customer’s relevant third party engineers and the CloudBolt platform. Our response times will be extended by the time in excess of fifteen minutes while the Customer provides the following: (a) access to Customer’s CloudBolt environment to our Premier Support engineers within fifteen minutes (15 mins) of our initial receipt of the support request; and (b) availability and access to the relevant third party engineers within fifteen minutes (15 mins) of our initial receipt of the support request.

#### Support Access Methods

All access methods are subject to the Customer’s account being in good standing, and are subject to the Business Hour and Business Day restrictions as defined above, in addition to Customer’s purchased support level.

#### Email

Support requests may be sent to support@cloudboltsoftware.com. If submitting an issue via this method, Customer must include the observed Severity Level in the email subject (e.g. “Subject: Severity 1 Application will not start”)

#### Web

The CloudBolt self-service support portal is accessible under the “Support” section on CloudBolt’s Support Home page: <http://support.cloudboltsoftware.com>. In the self-service portal, Customer is able to self-select the observed Severity Levels. Although any user of Customer is able to submit a ticket via the Self-Service portal, only Named Contacts will receive a response. To enter the Self Service Portal, Customer will need a user ID and password.

#### Telephone

Named Contacts may call CloudBolt Support at 703.665.1060.

## Exhibit C

### Professional Service Terms

In the event that Customer procures any of CloudBolt's Professional Services the following additional terms shall apply:

1. Estimates. CloudBolt does not guarantee any estimates set forth in an Order Form or Statement of Work for Professional Service provided that CloudBolt will notify Customer as soon as practicable if an estimate will be exceeded. A Statement of Work is a document which sets forth the development, set-up, integration, configuration, consulting or training services.
2. Work Product. Customer will have a non-exclusive, non-transferable license during the License Term or Subscription Term, as applicable, to use any Work Product developed by CloudBolt in the performance of the Professional Service and delivered to Customer, upon Customer's payment in full of all amounts due therefor. CloudBolt retains ownership of all Work Product developed by CloudBolt in the performance of this Agreement. CloudBolt may utilize any and all methods, computer software, know-how or techniques related to programming and processing of data, developed by it while providing the Professional Service and may incorporate the Work Product in future releases of any of its products or services. "Work Product" means any work product, deliverables, programs, interfaces, modifications, configurations, reports, analyses or documentation developed or delivered in the performance of Professional Services.
3. Staffing, Designated Contact and Cooperation. CloudBolt shall have sole discretion in staffing the Professional Service and may assign the performance of any portion of the Services to any Affiliate or subcontractor, provided that CloudBolt shall be responsible for the performance of any such Affiliate or subcontractor. Customer shall designate at least one employee with knowledge of Customer's business and CloudBolt's technology and services as its primary contact to be available for communication with CloudBolt in providing the Professional Service. Customer will cooperate with CloudBolt, will provide CloudBolt with accurate and complete information, will provide CloudBolt with such assistance and access as CloudBolt may reasonably request, and will fulfill its responsibilities as set forth in this Agreement and the Order Form. If CloudBolt personnel are required to be present on Customer's site, Customer will provide adequate workspace and may provide reasonable worksite safety and security rules to which such personnel are to conform. All resources and information that are required for CloudBolt to perform the Professional Service shall be provided at Customer's expense.
4. Cooperation. Customer acknowledges that CloudBolt's access to Customer's facilities, equipment, systems, networks, assistance, cooperation, data, information and materials, officers, agents and employees is essential to CloudBolt's timely performance of the Professional Services (the "Cooperation"). As part of the Cooperation, Customer will (a) designate a project manager or technical lead to liaise with CloudBolt while performing the Professional Services, (b) allocate and engage additional resources as may be required to assist in performing the Professional Services, including but not limited to, technical resources, business decision makers, and third party experts, (c) timely perform any tasks reasonably necessary to enable CloudBolt to perform the Professional Services, (d) actively participate in scheduled meetings and (e) make available to CloudBolt, at no charge to CloudBolt, any data, information and any other materials reasonably required to perform the Professional Services, including any data, information or materials specifically identified in the Order Form (collectively "Customer Materials"). Customer is responsible for ensuring that all Customer Materials are accurate and complete.
5. Scheduling, Rescheduling and Cancellation. It is expected that technical sessions will be scheduled at least five (5) business days in advance. Two (2) business days written notice is required for cancelling or rescheduling. If cancellation or rescheduling occurs with less than two (2) business days advance notice, the time allotted will be applied against the applicable Order Form. Customer will reimburse CloudBolt for any non-refundable expenses we incurred at the time of the cancellation or scheduling.
6. Delays. CloudBolt will not be liable for any delay or deficiency in performing the Professional Services if Customer does not provide the necessary Cooperation. Any delays in the performance of Professional Services caused by the Customer may result in additional applicable charges for resource time.
7. On Hold. The Professional Services will automatically be put on hold if a delay is caused by the Customer and (a) within three (3) business days of Customer's receipt of a change order from CloudBolt pertaining to such delay, the Customer decides not to execute or fails to reply to such change order or (b) within three (3) business days of being notified of the delay, the Customer fails to resolve the underlying issue causing the delay. When on hold, CloudBolt may at its sole discretion, reassign resources currently assigned to the project. Resources will be reassigned to the project only after Customer completes the interim work necessary to meet the requirements that prompted the delay. Re-engagement and the schedule will be subject to the resource availability at that time. Any project that is put on hold, by the Customer or because of the Customer's delay, for more than six (6) months will be deemed complete, any unused pre-paid fees for the Professional Services are non-refundable, and CloudBolt is not responsible for the resulting condition of any Order Form or the project.
8. Blocks of Hours. If Customer pre-purchases Professional Service credits or block hours, the prepaid credits or block hours must be redeemed within twelve (12) months from the date of the applicable Order Form. Prepaid credits or block hours may be used for any Professional Services previously defined. Prepaid credits or block hours will be credited towards Order Form issued by CloudBolt during the applicable time period. At the end of the twelve (12) month period, any remaining prepaid credits or block hours will expire, and no refunds will be provided for any unused prepaid credits or block hours. Prepaid credits and block hours are not transferrable and may not be resold.