MANAGED SERVICES PROVIDER LICENSE AGREEMENT

(Private Cloud)

This Managed Services Provider License Agreement, including the Order Form which by this reference is incorporated herein (this "**Agreement**"), is a binding agreement between CloudBolt Software, Inc. ("CloudBolt") and the entity identified on the Order Form as the customer procuring CloudBolt's products and services for use in its managed service/cloud service business environment ("**Company**"). This Agreement is effective as the date of the Order Form or the date of first access to the Software, whichever is earlier.

CLOUDBOLT PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT COMPANY 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 COMPANY 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 COMPANY AND BIND COMPANY TO ITS TERMS. IF COMPANY DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLOUDBOLT WILL NOT AND DOES NOT PROVIDE A LICENSE TO THE SOFTWARE TO COMPANY AND YOU MUST NOT DOWNLOAD/INSTALL OR ACCESS OR ACCEPT PROVISION OF THE SOFTWARE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR COMPANY'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 THAT COMPANY DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF CLOUDBOLT'S SOFTWARE.

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

RECITALS

A.   CloudBolt licenses certain proprietary software for deploying and managing virtual machines, applications and other information technology (IT) resources.

B.   Customer is an IT managed services provider that provides a variety of services for its customers, including technology resource allocation and management.

C.   Customer desires to use CloudBolt's Software (as defined below) for its and its Managed Clients' (as defined below) needs and CloudBolt desires to license the Software to Customer for such purposes on the terms set out in this Agreement.

Now, therefore, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0   DEFINITIONS.

"*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.
"*Connector*" means a Software component to connect the Software to technologies and resources that the Software manages.
"*Data*" means text, images, documents, materials and all other forms of data or communication.

"**Documentation**" means CloudBolt's generally available documentation for licensees of the Software, as revised by CloudBolt from time to time, which may include end user manuals, operation instructions, installation guides, release notes, and online help files regarding the use of the Software.

"**Exclusion**" means (a) any use or reproduction of the Software or Documentation by Customer or under Customer's account that is unauthorized, improper, or in violation of this Agreement, an Order Form or the Documentation; (b) improper installation of the Software; (c) operating the Software in non-supported environments or versions of operating systems, utilities or databases; (d) Customer's use of any older version of the Software if CloudBolt has provided a more current Release (as defined in Exhibit A); (e) Customer's failure to implement in a timely manner any Release; (f) use of the Software in combination with products, equipment, software or data not provided by CloudBolt or not specified in the Documentation; (g) 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; (h) operation of the Software with other media not in accordance with CloudBolt specifications; (i) use of the Software or Documentation by or on behalf of Customer that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to CloudBolt's instructions; (j) information, materials, or technology provided by Customer or directed by Customer to be installed, combined, integrated, or used with, as part of, or in connection with the Software or Documentation; (k) use or incorporation in the Software of any design, technique or specification supplied by Customer; (l) any customized deliverables created by CloudBolt for Customer as part of consulting or professional services; (m) actual or attempted modification, alteration, addition to or integration of the Software by Customer or a third party not approved in advance by CloudBolt; (n) any Sample Code, Open Source Software, third-party software, or any derivatives or other adaptations of the foregoing; (o) use of the Software after CloudBolt's notice to Customer of such activity's alleged or actual infringement, misappropriation or other violation of a third party's rights; (p) the operation of, or access to, Customer's or a third party's system or network; (q) a Force Majeure Event or any third-party hardware, software, or system bugs, defects, or malfunctions; or (r) any technical issue unrelated to an Error (as defined in Exhibit A).

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

"**Intellectual Property Rights**" means all intellectual property rights and protections throughout the world, including patents, copyrights, trademarks and service marks (together with goodwill related to the foregoing), trade secrets, rights in databases and designs (ornamental or otherwise), know-how, inventions, moral rights and all other proprietary rights, whether registered or unregistered, and all similar or equivalent rights or forms of protection.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"**License**" means the license granted under Section 2.0.

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

"**License Term**" means the term on the Order Form for the Software being licensed, if applicable.

"**Maintenance and Support**" or "**M&S**" means CloudBolt's maintenance and support services as set forth on Exhibit A hereto.

"**Managed Client**" means Customer's own Managed Services client or customer who operates the Software as an end user, or who has designated Customer to operate the Software on its behalf. A Managed Client may not provide Managed Services using the Software to any third parties.

"**Managed Services**" means the services Customer performs for its end user clients, the Managed Clients.

"**Open Source Software**" or "**OSS**" means software components included in the Software that are provided under separate open source or freeware license terms.

"**Order Form**" means each order form or other ordering document executed by Customer that sets forth the: (a) Software; (b) License Term; (c) number of VMs permitted to host the Software; (d) License Fees; and/or (e) other applicable terms.

"**Server**" or "**VM**" means any physical computer, hardware 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.

"**Software**" means the object or interpreted code of the on premise computer program(s) listed in the Order Form, together with any Releases relating to the foregoing provided to Customer pursuant to Maintenance and Support and that is not subject to a separate license agreement.

"**Third-Party Agent**" means a third-party outsourcer providing information technology services for Customer's internal use, pursuant to a written and enforceable agreement.

2.0 LICENSE GRANT.

2.1 <u>Software</u>

A. <u>Scope of License</u>. Subject to the terms and conditions of this Agreement, including Customer's payment of all License Fees, CloudBolt hereby grants to Customer during the License Term, a limited, non-exclusive, non-sublicensable, non-transferable (except as set forth in Section 14.14) term license to: (a) access, use and operate the Software on the number of VMs listed on the Order Form for which the applicable License Fees have been paid; and (b) use and make a reasonable number of copies of the Documentation, in each case solely for Customer's and its Managed Clients' internal operations and solely in accordance with the Documentation, this Agreement and other applicable limitations, if any, set forth in the Order Form.

B. <u>Third-Party Use</u>. Customer is solely responsible for the use of the Software by its and its Managed Clients' personnel, contractors and agents, including Third-Party Agents ("**Approved Third Party[ies]**") and shall properly train its Approved Third Parties in the use and application of the Software. Subject to the terms and conditions of this Agreement, Customer may permit Approved Third Parties to access, use and operate the Software on Customer's or its Managed Clients' behalf, as applicable, solely to deliver outsourcing services to Customer or its Managed Clients, as applicable. Any breach of the terms of this Agreement by a Managed Client or an Approved Third Party shall be deemed to be a breach by Customer.

C. <u>Permitted Software Copies</u>. Customer may make one copy of the Software for testing, disaster recovery, and archival purposes only. The copy shall: (a) be kept within Customer's possession or control; (b) include all titles and proprietary and restricted rights notices in the original; and (c) be subject to the terms of this Agreement.

D. <u>Open Source Software</u>. CloudBolt may provide OSS or make OSS accessible with the Software. CloudBolt shall provide information and, if required, license terms regarding such OSS in the Documentation, on a webpage, or upon request. If Customer or its Managed Client or an Approved Third Party elects to use Software containing CloudBolt-supplied OSS, then such use of such OSS shall be governed by and subject to the license terms provided by the third-party licensor of such OSS, and not by this Agreement. Customer or its Managed Client or Approved Third Parties use of the Software shall verify the acceptance of such OSS license terms.

E. <u>Restrictions</u>. Except as expressly authorized by CloudBolt in advance, Customer will not and will not permit any Managed Client, Approved Third Party or any other third party, in whole or part: (a) sell, lease, license, distribute, sublicense or otherwise transfer the Software or Documentation to any third party; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, except to the extent permitted by Section 2.1(F); (c) copy the Software or Documentation, except to the extent permitted by Section 2.1(C); (d) circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Software described in this Agreement or the Documentation; (e) exceed the number of VMs listed in the Order Form; (f) translate, modify or create derivative works based upon the Software or Documentation; (g) permit any use of or access to the Software by any third party other than Approved Third Parties that require access to use the Software on behalf of Customer (or the applicable Managed Client), and then only in a matter permitted by this Agreement; (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 (other than its Managed Clients), including the operation of any service that is accessed by a third party; (j) use the Software for purposes of: (i) benchmarking or

competitive analysis of the Software; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to CloudBolt's detriment or commercial disadvantage; (k) use the Software in conjunction with, or with the assistance of, any codes, keys, mechanisms, or hardware or software components intended to circumvent protective measures in the Software; (l) bypass or breach (or attempt to bypass or breach) any security device or protection used for or contained in the Software or Documentation; or (m) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates applicable Law.

F.   Decompilation. Customer hereby waives any right it may have in any jurisdiction, and shall not permit any Managed Client, Approved Third Party, or other third party, to decompile, disassemble or reverse engineer the Software, provided, however, if European Community Law is applicable, the restrictions in this Section 2.1(F) are limited so that they prohibit such activity only to the maximum extent possible without violating the EC Directive on the Legal Protection of Computer Programs, and, in any event, Customer or its Managed Clients may only engage in decompiling, disassembly or reverse engineering of the Software if it first issues a written request to CloudBolt for information or assistance and CloudBolt cannot, or fails, to comply with such request within a commercially reasonable period of time.

3.0 ORDERS; DELIVERY.

3.1   Orders. No Order Form is binding on CloudBolt until accepted by CloudBolt, which CloudBolt may do in writing or by delivering the License Keys to the Software listed on such Order Form. If Customer requires a purchase order to be issued prior to its payment of any License Fees, Customer will provide a purchase order concurrently with Customer's execution of the initial Order Form and Customer's execution of any subsequent Order Form.

3.2   Delivery. CloudBolt will deliver all Software and Documentation to Customer by issuing License Keys via electronic transfer and will not use or deliver any tangible media (e.g., computer discs) in connection with the (a) delivery, installation, updating or problem resolution of any Software; or (b) delivery, correction or updating of Documentation.

4.0   PRICING AND PAYMENT.

4.1   Pricing. Pricing terms shall be as set forth on an Order Form.

4.2   Payment. Customer shall pay the then-current license and support fees, as applicable, for the Software as described on the Order Form and as set forth on invoices (the "***License Fees***"). Unless otherwise set forth in the Order Form, the License Fees shall be paid in U.S. dollars and are due within 30 days of the invoice date. License Fees are non-cancelable and non-refundable, except as set forth in Section 7.2 and Section 9.2. Customer may not withhold or offset License Fees against other amounts for any reason.

4.3   Taxes. All License Fees are exclusive of any taxes, duties, or similar charges imposed by any government. Customer shall pay or reimburse all federal, state, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties relating to the transactions contemplated by this Agreement, except for any taxes based on CloudBolt's income, property or general business operations.

5.0   RECORDS AND LICENSE VERIFICATION.

5.1   Records. Customer agrees to maintain complete, current and accurate records of its use of the Software and Documentation sufficient to demonstrate Customer's compliance with the terms of this Agreement and all Order Forms.

5.2   License Verification. During the Agreement Term, upon reasonable notice to Customer and not more than once in any 12-month period (except as set forth below), Customer shall make such records (along with

any related equipment, information, and personnel) available to CloudBolt or its third-party representative (including its accountants and auditors) during normal business hours to verify that Customer has: (a) used the Software solely in the manner authorized herein; (b) paid all applicable License Fees and other amounts; and (c) otherwise complied with the terms of this Agreement and all Order Forms (each, a "*License Verification*"). In preparation for and during the performance of any License Verification, (i) CloudBolt will use commercially reasonable efforts to minimize the disruption of Customer's normal business activities; and (ii) Customer shall cooperate with CloudBolt or its third-party representatives. Customer shall promptly pay directly to CloudBolt any underpayments revealed by such License Verification.

6.0   MAINTENANCE AND SUPPORT FOR THE SOFTWARE.

6.1   <u>Maintenance and Support for the Software ("M&S")</u>. During the License Term(s), CloudBolt or its subcontractors shall provide Standard Maintenance and Support solely to Customer at no additional fee. For any Maintenance and Support plan, Customer shall be responsible for escalating support tickets from their Managed Clients to CloudBolt by using CloudBolt's support portal or calling or emailing CloudBolt with the detailed information.

6.2   <u>Community Support</u>. As part of M&S, Customer may access CloudBolt's community support portal and knowledge base at no additional charge. Community support consists of access to CloudBolt's public forum on its support portal where CloudBolt customers are able to review existing discussions, and registered licensees are able to participate in community discussions related to various aspects of the Software. CloudBolt reserves the right to moderate all support forums. Violation of CloudBolt's terms of use may result in a user being denied access to CloudBolt community support. The knowledge base is designed to provide 24x7x365 access to comprehensive information on known issues, workarounds, tips and tricks via the community support portal. CloudBolt's technical team regularly creates timely knowledge base articles to assist customers in the self- investigation and resolution of issues and queries.

7.0   WARRANTIES.

7.1   <u>Mutual Warranties</u>. Each party represents, warrants and covenants to the other party that: (a) it is an entity duly incorporated or organized, validly existing, and in good standing; (b) it has all requisite power and authority to enter, deliver, and perform its obligations under this Agreement; (c) the performance of this Agreement will not violate or constitute a breach of any agreement binding upon such party; and (d) it has not made, and does not intend to make, any assignments, grants, licenses, encumbrances, obligations, or agreements, whether written, oral, or implied, inconsistent with this Agreement.

7.2   <u>Software Warranty</u>. CloudBolt warrants to Customer that the Software will substantially conform to the applicable Documentation, except to the extent any nonconformity is caused by an Exclusion. At its own expense and as its sole obligation and Customer's exclusive remedy for any breach of the foregoing warranty, and as long as Customer is in full compliance with the terms of this Agreement, CloudBolt will 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 any prepaid License Fees attributable to the nonconforming part of the Software for the remainder of the License Term (as determined by CloudBolt), and Customer's right to use such Software will terminate.

7.3   <u>Maintenance and Support for Software Warranty</u>. CloudBolt warrants that it will provide Maintenance and Support to Customer in a professional and workmanlike manner by skilled and proficient personnel.

7.4   <u>Disclaimer of Warranties</u>. Notwithstanding the foregoing, if CloudBolt provides any Software to Customer or its Managed Clients on a trial, demonstration, product extensions, proof of concept or evaluation basis ("*Sample Code*"), such Sample Code, and any related maintenance or support services, are provided on an "AS IS" basis, without warranty of any kind, including any warranties that the Sample Code is free of defects, merchantable, fit for a particular purpose or non-infringing. Customer bears the entire risk as to the quality and performance of Sample Code. Customer has selected the Software and agrees such Software has

not been developed to meet the specific requirements of any person or entity. OTHER THAN THE EXPRESS WARRANTIES IN THIS SECTION 7 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLOUDBOLT AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE REGARDING OR RELATING TO THE SOFTWARE, THE DOCUMENTATION, M&S OR ANY OTHER MATERIALS OR SERVICES FURNISHED, PROVIDED OR OTHERWISE MADE AVAILABLE UNDER THIS AGREEMENT. CLOUDBOLT AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED, WILL BE FREE FROM DEFECTS, ALL ERRORS WILL BE CORRECTED OR THAT THE SOFTWARE WILL MEET (OR ARE DESIGNED TO MEET) CUSTOMER'S OR ITS MANAGED CLIENTS' BUSINESS REQUIREMENTS.

7.5   High-Risk Activities. The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("**High-Risk Activities**"). Accordingly, CloudBolt and its suppliers specifically disclaim any liability with respect to High-Risk Activities. Customer assumes all risk of loss or damage for use of the Software in High-Risk Activities.

8.0   OWNERSHIP.

8.1   Ownership of Software. The Software, including its structure, sequence, organization, user interface and source code, constitute valuable trade secrets of CloudBolt. The Software and Documentation are licensed, not sold, to Customer by CloudBolt. Customer and its Managed Clients and Approved Third Parties do not acquire any ownership interest in the Software or Documentation or in any related Intellectual Property Rights as a result of this Agreement. As between the parties, 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.

8.2   Reservation of Rights. Customer's and its Managed Clients' rights to use the Software and Documentation shall be limited to those expressly granted in this Agreement. No other rights with respect to the Software, Documentation or any related Intellectual Property Rights are implied. Customer is not authorized to use (and shall not permit any Managed Client, Approved Third Party or other third party to use) the Software, Documentation or any portion thereof except as expressly authorized by this Agreement.

8.3   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. "**Aggregate Data**" means any non-attributable, deidentified, non-regulated analytical information, data, analysis and statistics generated by Customer's, its Managed Clients' and Approved Third Parties' use of the Software, 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 and use thereof, and any anonymous data and learnings regarding use of the Software. 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, its Managed Clients or its Approved Third Parties.

8.4   Feedback. Customer may provide suggestions, enhancement requests, recommendations or other feedback ("**Feedback**") through the CloudBolt knowledge base, community forum(s) or Customer's use of the Software or Documentation. Customer hereby grants to CloudBolt a non-exclusive, transferable, sublicensable, worldwide, perpetual, royalty-free, fully paid-up, irrevocable license to reproduce, create derivative works from, distribute, perform, display and otherwise use Feedback (including incorporating it into the Software or other CloudBolt products or services) and without any confidentiality obligation in any manner whatsoever.

9.0   INDEMNIFICATION.

9.1   <u>Indemnification by CloudBolt</u>. CloudBolt shall defend, indemnify and hold harmless Customer, Managed Clients, and their respective affiliates and the officers, directors, employees and shareholders thereof from and against any and all loss, damage, settlement, costs or expense (including legal expenses and expenses of other professionals) from any third-party claim, suit, action or proceeding arising out of: (a) an allegation that the Software or Documentation provided by CloudBolt infringes any copyright or trade secret under the Laws of the US or EU (an "***Infringement Claim***"); or (b) CloudBolt's gross negligence or willful misconduct, except, in each case, to the extent Customer is responsible under Section 9.3 or to the extent caused by an Exclusion.

9.2   <u>Corrective Actions</u>. If a third party brings or threatens any Infringement Claim against Customer or a Managed Client with respect to which CloudBolt has obligations under Section 9.1(a), or in CloudBolt's opinion, the Software or Documentation is likely to be the subject of an Infringement Claim, then at CloudBolt's sole option and expense, CloudBolt may: (a) procure for Customer or its Managed Clients the right to continue to use the Software or infringing part thereof; (b) modify or amend the Software or infringing part thereof; or (c) replace the Software or infringing part thereof with other software or services having substantially the same or better capabilities. If none of the foregoing are commercially practicable in CloudBolt's reasonable judgment, CloudBolt may terminate this Agreement or applicable Order Form with respect to the infringing part of the Software upon notice to Customer and CloudBolt shall refund to Customer any prepaid Licensee Fees paid for the Software (as depreciated over a five year straight line basis). Section 9.1 and this Section 9.2 state CloudBolt's entire liability and Customer's sole and exclusive remedy for any violation or infringement of Intellectual Property Rights.

9.3   <u>Indemnification by Customer</u>. Customer shall defend, indemnify and hold harmless CloudBolt and its affiliates and its and their officers, directors, employees and shareholders from and against any and all loss, damage, settlement, costs or expense (including legal expenses and expenses of other professionals) from any third-party claim, suit, action or proceeding arising out of: (a) Customer's or its Managed Clients' or Approved Third Parties' use of the Software in violation of the terms of this Agreement, the Documentation, or an Order Form; (b) Customer's or its Managed Clients' or Approved Third Parties' breach of the terms of this Agreement; (c) an Exclusion; or (d) Customer's or its Managed Clients' or Approved Third Parties' gross negligence or willful misconduct, except, in each case, to the extent CloudBolt is responsible under Section 9.1.

9.4   <u>Indemnification Procedure</u>. Each party's obligations under this Section 9.0 are conditioned on the party seeking indemnification: (a) promptly notifying the indemnifying party of the claim; (b) giving the indemnifying party sole control over the defense of the claim and any settlement negotiations (provided that the indemnifying party shall not agree to any settlement or compromise that results in any admission on the part of the indemnified party, or imposes any obligation or liability on the indemnified party, without the indemnified party's prior consent, not to be unreasonably withheld, conditioned or delayed); and (c) reasonably cooperating in response to the indemnifying party's requests for assistance. The indemnified party may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

10.0   LIMITATION OF LIABILITY.

10.1   <u>Limitation of Liability</u>. EXCEPT FOR (A) AMOUNTS OWED BY A PARTY PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (B) DAMAGES RESULTING FROM A PARTY'S BREACH OF SECTION 12.0 (CONFIDENTIAL INFORMATION); (C) DAMAGES RESULTING FROM A VIOLATION BY CUSTOMER, ITS MANAGED CLIENTS OR AN APPROVED THIRD PARTY OF ANY OF CLOUDBOLT'S INTELLECTUAL PROPERTY RIGHTS; AND (D) DAMAGES RESULTING FROM CLOUDBOLT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE ONE HAND, AND DAMAGES RESULTING FROM CUSTOMER'S OR ITS MANAGED CLIENTS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE OTHER HAND:

(I) IN NO EVENT SHALL A PARTY BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, INCREASED COSTS, LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF USE, LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTION, HOWEVER CAUSED, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES, AND

(II) IN NO EVENT SHALL CLOUDBOLT'S CUMULATIVE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CUSTOMER'S OR ITS MANAGED CLIENTS' OR APPROVED THIRD PARTIES' USE OF THE SOFTWARE OR ANY OTHER SERVICE OR PRODUCT PROVIDED UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNT OF LICENSE FEES RECEIVED BY CLOUDBOLT FROM CUSTOMER PURSUANT TO THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

THE CONSIDERATION EXCHANGED HEREUNDER IS BASED IN PART UPON THE ABOVE LIMITATIONS. SUCH LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10.2   Further Limitations. CloudBolt's licensors shall have no liability of any kind under this Agreement and CloudBolt's liability with respect to any third-party software embedded in the Software shall be subject to Section 10.1.

11.0   TERM; TERMINATION.

11.1   Agreement Term. This Agreement shall commence as of the Effective Date and shall continue in effect until terminated pursuant to this Section 11 ("**Agreement Term**").

11.2   License Term. The License Term shall be as set forth on the Order Form. The License Term shall commence on the Effective Date and continue for the duration of the initial License Term or Renewal Term (as defined herein) unless terminated earlier as set forth in this Section 11.0. The License Term shall automatically renew for subsequent periods of the same length as the initial License Term (each a "Renewal Term") unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current License Term. CloudBolt reserves the right to change the License Fees and to introduce new charges, upon at least 60 days' notice prior to the end of the initial License Term or any Renewal Term which will be applicable for the upcoming Renewal Term.

11.3   Termination. Either party may terminate this Agreement in its entirety effective immediately upon notice to the other party if the other party breaches any provision of this Agreement and (a) to the extent such breach is capable of cure, does not cure the breach within thirty (30) days after receiving notice thereof from the non-breaching party (or ten (10) days in the event of either party's breach of Sections 2.0, or 12.0), or (b) such breach is not capable of cure. 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.

11.4   Effect of Termination. Upon termination of this Agreement by either party pursuant to the terms hereof: (a) all license rights to all Software and Documentation granted to Customer, its Managed Clients and Approved Third Parties under this Agreement will immediately cease; (b) CloudBolt may suspend or terminate Customer's, its Managed Clients' and Approved Third Parties' use of the Software including remotely through the use of License Keys or by other means, without liability; (c) Customer shall promptly discontinue, and cause its Managed Clients' and Approved Third Parties' to discontinue, as applicable, all use of all Software and Documentation, destroy any and all copies of the Software, Documentation and all License Key(s), and certify in writing to CloudBolt that it has complied with this Section; (d) all amounts payable by Customer to CloudBolt of any kind are immediately due and payable, or, if Customer is entitled to a refund pursuant to Section 7.2 or Section 9.2, then CloudBolt shall refund the applicable amount to Customer; and (e) Sections 1.0 (Definitions), 2.1 (D)(Open Source Software), 4.3 (Taxes), 7.4 (Disclaimer of Warranties), 7.5

(High-Risk Activities), 8.0 (Ownership), 9.0 (Indemnification), 10.0 (Limitation of Liability), 11.4 (Effect of Termination), 12.0 (Confidential Information) and 14.0 (Miscellaneous) will survive any termination or expiration of this Agreement.

12.0   CONFIDENTIAL INFORMATION.

12.1   <u>Definition</u>. "***Confidential Information***" means non-public information or materials provided by one party ("***Discloser***") to the other party ("***Recipient***") (a) in tangible form and labeled "confidential" or the like, or (b) which Recipient knew or a reasonable person should know is confidential. The following information shall be considered Confidential Information of CloudBolt whether or not marked or identified as such: (i) License Keys; (ii) information regarding CloudBolt's pricing, product roadmaps or strategic marketing plans; (iii) the Software; (iv) the Documentation; and (v) the terms of this Agreement.

12.2   <u>Protection</u>. Recipient shall not use Discloser's Confidential Information except to exercise rights granted herein or to perform obligations hereunder and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, Recipient shall (a) protect Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care, (b) make Discloser's Confidential Information available only on a "need to know" basis and only to its employees, contractors, representatives and advisors who are bound in writing or subject to fiduciary or legal obligations to protect the confidentiality of such Confidential Information on terms no less restrictive than those set forth in this Agreement; (c) promptly notify Discloser of any actual or suspected misuse or unauthorized disclosure of Discloser's Confidential Information; and (d) upon Discloser's request, promptly return, or if requested by Discloser, destroy all copies of Discloser's Confidential Information within its possession or control, provided that Confidential Information contained in system-backup media need not be returned or destroyed so long as the backup media are maintained in confidence and are not readily accessible to users, and, upon Discloser's request, Recipient shall certify to Discloser that it has fully complied with these requirements.

12.3   <u>Exceptions</u>. Recipient's obligations under Section 12.2 with respect to any Confidential Information will terminate if Recipient can demonstrate with written records that such information: (a) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Recipient; (b) was known to Recipient without restriction, at the time of disclosure; (c) was disclosed with Discloser's prior approval; or (d) was independently developed by Recipient without any use of the Confidential Information.

12.4   <u>Disclosure Required by Law</u>. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information if required by Law or pursuant to the order or requirement of a court, administrative agency or other governmental body; provided that, to the extent legally permissible, Recipient provides prompt notice thereof to Discloser to enable it to seek a protective order or otherwise prevent or restrict such disclosure (to the extent allowed by law), and any subsequent disclosure discloses the minimum amount of Confidential Information required in order to comply with such Law or order.

13.0 CUSTOMER OBLIGATIONS.

13.1   During any License Term, Customer shall purchase and maintain Premier Maintenance and Support for the Software.

13.2   Customer shall be responsible for informing CloudBolt which VMs will be used in production and which VMs will be used for development or test purposes. Customer shall provide such information before use of any such VMs.

13.3   Customer shall ensure that the cron-based heartbeat command is enabled for all VMs at all times. Failure to ensure this enablement will be considered a material breach of this Agreement.

14.0 MISCELLANEOUS.

14.1   <u>Public Announcements</u>. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or otherwise use or display the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association or sponsorship, in each case, without the prior consent of the other party, which shall not be unreasonably withheld, conditioned or delayed.

14.2   <u>Further Assurances</u>. The parties shall cooperate fully with each other and execute such further instruments, documents, and agreements, and shall give such further written assurances, as may be reasonably requested by another party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intent and purposes of this Agreement.

14.3   <u>Force Majeure</u>. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties, including acts of God, strikes, lockouts, riots, public health emergencies, pandemics, epidemics, acts of war, earthquakes, fire and explosions (collectively, "***Force Majeure Events***"), but the inability to meet financial obligations is expressly excluded.

14.4   <u>Waiver</u>. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement, or its rights or remedies hereunder, at any time will not be construed nor deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

14.5   <u>Dispute Resolution</u>. This Section 14.5 only applies if Customer is an entity organized or incorporated or otherwise legally formed under the Laws of any country other than the United States of America:

(a) If any dispute, controversy or claim arises between the parties with respect to any matter relating to this Agreement, the formation or validity thereof, performance hereunder or the breach hereof, including arbitrability of the dispute, which the parties do not promptly resolve after using good faith efforts, said controversy will be decided first through professionally assisted mediation, and if there remains no resolution within 30 days from commencement of mediation, then the matter will be submitted to binding arbitration administered by the International Chambers of Commerce ("***ICC***") in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the ICC ("***ICC Rules***") before a single arbitrator. The dispute resolution procedures stated herein will be held at a mutually agreeable venue in Washington D.C., or, if agreed to by the parties and the arbitrator, by virtual means. The arbitrator will have no power to award (i) damages inconsistent with the Agreement or (ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.

(b) Limited discovery will be permitted in connection with the arbitration upon agreement of the parties or upon a showing of need by the party seeking discovery. All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

(c) Attorneys' fees will be borne by the respective parties thereto. The costs of mediation and arbitration will be borne equally by the parties.

(d) The foregoing notwithstanding, the parties will be free to seek injunctive relief and restraining orders relating to the parties' proprietary rights and confidentiality obligations as stated above in any court of competent jurisdiction. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

14.6   Applicable Law and Jurisdiction. This Agreement will be governed by and interpreted in accordance with the Laws of the State of Delaware, other than such Laws (including case law) that would result in the application of the laws of a jurisdiction other than the State of Delaware. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. This Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

14.7   Severability. If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Section, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

14.8   Independent Parties. Nothing in this Agreement will be construed to make either party, and each party agrees that it is not, an agent, employee, franchisee, joint venture or legal representative of the other party. Each party hereto is an independent contractor. A party does not have, and shall not represent itself to have, any authority to bind the other party or act on its behalf.

14.9   Compliance with Laws; Export Control; Government Regulations. Each party shall comply with all Laws applicable to it and the actions contemplated by this Agreement. The Software is of United States origin, is provided subject to the U.S. Export Control Reform Act and other applicable statutes, may be subject to the export control laws of other applicable territories, and that diversion contrary to applicable export control laws is prohibited. Customer represents that: (a) it is not, and is not acting on behalf of: (i) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (ii) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (b) it will not permit the Software to be used for, any purposes prohibited by law, including any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.

14.10   U.S. Government Users. If Customer or any of its Managed Clients is the U.S. Government (or the Software will be used on behalf of the U.S. Government), the terms and conditions set forth in this Section shall apply.

(a) *Definition*. For the purposes of this Agreement, the term "***U.S. Government***" means a United States federal executive agency organized under Article II of the United States Constitution, including any sub-agencies, departments, and bureaus thereof.

(b) *U.S. Government as a Customer*. The Software and accompanying documentation are each a "commercial item," and constitute "commercial computer software" and "commercial computer software documentation," as such terms are defined in 48 C.F.R. § 2.101. Accordingly, if Customer is the U.S. Government, the Software and Documentation are provided for use with only those rights

which may be granted to all other licensees pursuant to the terms and conditions of this Agreement, and in accordance with (i) 48 C.F.R. §§ 227.7201 through 227.7204, with respect to the Department of Defense and its contractors, or (ii) 48 C.F.R. § 12.211 and 48 C.F.R. § 12.212, with respect to all other U.S. Government agencies and their contractors.

(c) *Conflict with Federal Law*. If Customer is the U.S. Government, and the terms of this Agreement fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer shall immediately discontinue use of the Software.

14.11   Subcontractors. CloudBolt may subcontract all or any portion of services performed under this Agreement without Customer's prior consent. If CloudBolt uses any subcontractors, CloudBolt shall be responsible for ensuring that the subcontractor has complied with all of CloudBolt's obligations hereunder.

14.12   Notices. Any notices or other communications required or permitted hereunder or required by law will be in writing and will be sent by email to CloudBolt at legal@cloudbolt.io and for Customer, to the email indicated on the Order Form, as may be updated from time to time upon notification by one party to the other party in accordance with this Section. Any such notice will be considered to have been given at the time stamped by recipient's email application (or, if not available, the time stamp of transmission by the sender's email application).

14.13   Remedies. Each party acknowledges that a breach of Section 2.0, or 12.0 will cause the non-breaching party irreparable damage, for which the award of damages would not be adequate compensation and therefore each party agrees that the non-breaching party is entitled to seek injunctive relief to enjoin such breaching party from acts in violation of those provisions, without the necessity of posting a bond or other security. Except as expressly provided otherwise in this Agreement, (a) in addition to any remedies provided in this Agreement, the parties shall have all remedies provided at law or in equity, (b) the rights and remedies provided in this Agreement or otherwise under Law shall be cumulative, and (c) the exercise of any particular right or remedy shall not preclude the exercise of any other rights or remedies in addition to, or as an alternative of, such right or remedy.

14.14   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 Customer'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.

14.15   Third-Party Rights. Other than as expressly set out in this Agreement, this Agreement does not create any rights for any person or entity who is not a party to it, and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.

14.16   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 amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. 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 and related services will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of CloudBolt to object to such terms, provisions or conditions. In the event of a conflict between the terms of this Agreement and an Order Form, this Agreement shall prevail except where the Order Form is intended to prevail per the terms of this Agreement.

14.17   <u>Interpretation</u>. Unless a clear contrary intention appears, (a) the singular includes the plural and vice versa; (b) reference to any document, Law, or standard means such document, Law, or standard as amended from time to time; (c) "include" or "including" means including without limiting the generality of any description preceding such term; (d) the term "or" is not exclusive; (e) the phrase "this Agreement" and the terms "hereof," "herein," "hereby," "hereunder" and derivatives or similar words refer to this entire Agreement; (f) headings are for convenience only and do not constitute a part of this Agreement; and (g) all references to money shall be in United States dollars. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Exhibit A

Maintenance and Support Terms for Software

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 and Support.

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

"**Response Times**" shall mean the time between the Customer completes and logs a support ticket with CloudBolt to request interactive technical support and the time CloudBolt responds to such request.

"**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 new instances cannot be provisioned.

"**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 number 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's Maintenance and Support plans, access methods and response times are described herein. CloudBolt shall provide Software Maintenance and Support for Error Severity at the Maintenance and Support

plan level purchased during the applicable term, subject to the terms of this Exhibit. CloudBolt will use reasonable efforts to respond to a request for interactive technical support within the Response Times stated in the applicable Maintenance and 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 and Support 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 and Support 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 and Support 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 and Support during the 180 days or for the remainder of the then current term for which Maintenance and Support has been purchased, whichever is longer.

2.5   _Open Source Software_. Maintenance and Support is not provided for Open Source Software.

3.   Customer Responsibilities. CloudBolt's obligations regarding Maintenance and Support 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 and Support (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 and Support;

(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 and Support if Customer fails to fulfill its responsibilities in Section 3 of this <u>Exhibit B</u>. 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 and Support at any time if it is discovered that Customer is currently in breach of the Agreement.

5.   Knowledge Base. As part of the Maintenance and Support, 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.   Maintenance and Support Plans and Response Times.

Maintenance and Support Plans. CloudBolt's Maintenance and Support plans are defined as follows:

	Standard	Gold	Premier
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
Customer Support Manager	Included	Included	Included
Access to CloudBolt's Customer Acceleration Team – Professional Services**	N/A	N/A	Included
Technical Account Manager – Professional Services	Up to 50 hours	Up to 50 hours	Unlimited hours
Customer CloudBolt Development - Professional Services	N/A	Up to 15 hours***	Up to 40 hours per year****
Number of Named Contacts*****	Four (4)	Six (6)	Eight (8)

* Excludes Weekends and Federal US Holidays
**All Professional Services are provided pursuant to CloudBolt's standard Professional Services Agreement located at www.cloudbolt.io/legal/ unless the parties have a signed Professional Services Agreement in place.
*** Only applicable in the first year of the Agreement and not for any additional years or any renewal terms.
**** Applicable for each year of the term and any renewal term in which Premier Maintenance and Support is purchased.
*****Online and Email 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 Maintenance and Support plan.

Severity	Standard	Gold	Premier
1	1 Business Hour	1 hour	30 minutes
2	2 Business Hours	2 hours	1 hour
3	4 Business Hours	4 hours	2 hours
4	1 Business Day	8 hours	8 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 and Maintenance and Support plans.

	Standard & Gold	Premier			
Severity		Notification of Resolution Target	Updates	Escalation to CloudBolt Management	Final Resolution
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 standard business hours until the error is fixed or a temporary workaround is implemented.	Within 48 hours after confirmation the issue is within CloudBolt control	Every 4 hours	If the issue is not resolved within 3 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 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 Maintenance and 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
Email
Support requests may be sent to support@cloudbolt.io. 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 https://support.cloudbolt.io/. In the self-service portal, Customer can self-select the observed Severity Levels. Although any user of Customer can 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.