

## 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" or "You"). This Agreement is effective as the date of the Order Form or the date of first access to the Software, Subscription Service or Professional Services, whichever is earlier.

CLOUDBOLT PROVIDES THE SOFTWARE AND 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 OR SERVICES TO CUSTOMER AND YOU MUST NOT DOWNLOAD/INSTALL, ACCESS OR ACCEPT PROVISION OF THE SOFTWARE OR 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 "Authorized Partner" means an entity with whom CloudBolt has authorized to resell CloudBolt's products and services.

1.3 "Business Contact Data" means information that would enable an individual to be contacted at a place of business and includes name, position name or title, business telephone number, business address, business email or business fax number.

1.4 "CloudBolt Software Agent" is Software that may be licensed solely for use with the Subscription Service and that is made available to Customer by CloudBolt for installation on end user computers.

1.5 "CloudBolt Software Agent License Key" means a serial number that enables Customer to activate and use the CloudBolt Software Agent to connect to the CloudBolt Platform Subscription Service. A unique CloudBolt Software Agent License Key is required for each separate instance of the CloudBolt Software Agent licensed.

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

1.7 "CloudBolt Technology" means all 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.

1.8 "Confidential Information" has the meaning given to it in Section 4.

1.9 "Customer Data" means all Data that are uploaded by or on behalf of Customer or a User to the Subscription Service.

1.10 "Data" means text, images, materials, photos, audio, video, and all other forms of data or communication.

1.11 "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.

1.12 "Employee" means (i) full-time or part-time employees of a Party, and (ii) individuals of professional service corporations who supplement a Party's workforce.

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

1.14 "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.

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

1.16 "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.

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

1.18 "Non-Server Resource(s)" means any cloud-based service, tool, or infrastructure component that does not expose direct operating system-level control to the user. Non-Server Resources deliver functionality such as storage, networking, data processing, or application-level services without requiring the user to administer or maintain the underlying compute infrastructure. Examples include, but are not limited to, object storage, managed databases, message queues, load balancers, APIs, and SaaS applications.

1.19 "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.

1.20 "Order Form" means each CloudBolt ordering document signed by (i) duly authorized representatives of both Parties, or (ii) by CloudBolt and the Authorized Partner with whom Customer is procuring CloudBolt products and services through, which identifies the specific Software, Subscription Service or Professional Service ordered by Customer, sets forth the prices for the Software license, Subscription Service and/or Professional Services and which may contain supporting definitions and other applicable terms and conditions. Order Forms are incorporated herein by reference.

1.21 **“Pre-Release Product(s)”** means any software or subscription service product offered by CloudBolt to Customer on a trial, demonstration, product extension, proof of concept and/or evaluation basis.

1.22 **“Private Cloud FinOps Data”** means usage data such as workload utilization, metadata, events and infrastructure inventory collected through the CloudBolt Software Agent.

1.23 **“Professional Services”** means those development, set-up, integration, configuration, consulting training services to be provided by CloudBolt.

1.24 **“Resource(s)”** means Server Resources and Non-Server Resources.

1.25 **“Server Resource(s)”** means any physical computer, virtual machine, or cloud compute instance that is provisioned to run an operating system under the user’s control, or that serves as a containerized execution environment capable of running general-purpose workloads. This includes, but is not limited to, bare metal servers, hypervisor-based virtual machines, and infrastructure-as-a-service (IaaS) compute nodes.

1.26 **“Services”** means the Subscription Service, Software Maintenance and Support, Subscription Service Support and any Professional Services provided by CloudBolt pursuant to Section 2.1 hereof.

1.27 **“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 may be provided to Customer pursuant to Software Maintenance and Support and that is not subject to a separate license agreement.

1.28 **“Software Maintenance and Support”** means CloudBolt’s maintenance and support services for the Software.

1.29 **“Standard Onboarding”** means the standard services to onboard a customer as set forth in the Documentation.

1.30 **“Subscription Service”** means CloudBolt’s proprietary subscription-based software-as-a-service offering set forth on an Order Form.

1.31 **“Subscription Service Support”** means CloudBolt’s support services for the Subscription Service.

1.32 **“Subscription Service Term”** means the set term for the Subscription Service designated on an Order Form and any renewal of the Subscription Service Term.

1.33 **“Third Party Agent”** means a third party outsourcer providing information technology services for Customer’s internal use, pursuant to a written contract.

1.34 **“Users”** mean individuals who are authorized by the Customer to use the Software, Subscription Service or Pre-Release Products solely on Customer’s behalf and who have been supplied passwords or access by the Customer (or by CloudBolt at the Customer’s request). Users may consist of any Employee of the Customer or its Affiliates, any independent contractor of the Customer or its Affiliates and Third Party Agents.

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

2.1 **Subscription Service; Software, Professional Services.** CloudBolt shall provide Customer with a license to use the Software, Subscription Service 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.** If Customer elects to upgrade to a new version of the Software or Subscription Service or elects to license additional functionality and features offered by CloudBolt, the parties will enter into a new or amended Order Form specifying such new version and/or such additional functionality and the additional fees to be paid by Customer. Any changes requested for Professional Services shall be made via a change request (“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 Professional Services, the parties shall complete and execute a new or amended Order Form.

## **3. PAYMENT, ORDERING AND LICENSE VERIFICATION**

3.1 **Fees.** Unless payment is being made through an Authorized 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 (1/2%) 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.

3.3 **Orders.** Orders for Software and/or Services shall be made via Order Forms. 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 Employees or Affiliates.

3.4 **Delivery.** CloudBolt will deliver all Software 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 delivery, installation, updating or problem resolution of any Software.

3.5 **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 and/or Services solely in the manner authorized herein and on any Order Form; (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 and/or Services.

**3.6 *Compliance.*** During the Agreement Term and for one (1) year thereafter, CloudBolt may request verification and certification by Customer that Customer has: (a) used the Software and/or Services solely in the manner authorized herein and on any Order Form; (b) paid all applicable fees; and (c) otherwise complied with the terms of this Agreement and all Order Forms. Customer agrees to promptly pay CloudBolt any underpayments revealed by such verification and certification.

#### **4. CONFIDENTIALITY**

**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 that 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 provided, however, that the receiving party may retain copies of Confidential Information that are stored on receiving party's IT backup and disaster recovery systems until the ordinary course deletion thereof. Receiving party shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information. The rights and obligations of the parties under this Section 4 shall expire three (3) years after the Effective Date; provided that with respect to Confidential Information that constitutes a trade secret under applicable law, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the receiving party or its Representatives.

**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. If CloudBolt determines that it is unable to fix the Subscription Service to make it conform, in all material respects, with the Documentation, CloudBolt will refund to Customer any unused prepaid fees for the Subscription Service and Customer's right to use such Subscription Service will terminate. The remedies set out in this subsection are Customer's sole remedies for breach of the above warranty.

**5.2 *Software Warranty.*** CloudBolt warrants that the Software will substantially conform to the applicable Documentation, provided that the Software: (a) has been properly installed and always used 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 a prorated amount of the license fees actually paid by for the applicable Software 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 or any applicable statement of work 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.** THE PRE-RELEASE PRODUCTS ARE PROVIDED AS-IS, WITH NO WARRANTIES OF ANY KIND. CLOUDBOLT DOES NOT REPRESENT THAT THE SERVICES, SOFTWARE OR PRE-RELEASE PRODUCTS WILL BE ERROR-FREE OR THAT THE SERVICES, SOFTWARE OR PRE-RELEASE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES, SOFTWARE OR PRE-RELEASE PRODUCTS 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, SOFTWARE OR PRE-RELEASE PRODUCTS ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

**5.5 High-Risk Activities.** The Software and Subscription Services are not fault-tolerant and are 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 and/or Subscription Services 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 and/or Subscription Services in High-Risk Activities.

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

**6.1 Consequential Damage Waiver.** Except for (a) damages caused by a violation by Customer or Customer's Users of any of CloudBolt's Intellectual Property Rights, (b) damages caused by a Party's breach of Section 4 (Confidentiality); (c) liabilities incurred from obligations in Section 8 (Indemnification), 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 provision of Software or Pre-Release Products or 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 for (a) damages caused by a violation by Customer or Customer's Users of any of CloudBolt's Intellectual Property Rights, (b) damages caused by a Party's breach of Section 4 (Confidentiality); (c) liabilities incurred from obligations in Section 8 (Indemnification), or damages resulting from a Party's gross negligence or willful misconduct, the total cumulative liability of each Party 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 or payable by Customer for the Services or Software which form the subject of the claim for the applicable then-current License, Subscription Service or Professional Services Term. 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. Notwithstanding the foregoing, CloudBolt's total liability for any and all claims associated with Customer's use of Pre-Release Products shall be limited to the greater of \$1,000 or fees paid for the Pre-Release Product, if any.

## **7. TERM**

**7.1 Term.** This Agreement will commence on the 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 then-current 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 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 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. Upon termination of this Agreement or any applicable Order Form by Customer due to CloudBolt's uncured breach, in addition to any other remedies Customer may have for such breach at law or in equity, CloudBolt shall refund to Customer any prepaid unused fees for the Services and/or a prorated amount of any license fees paid for the Software. 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, Customer Data or Private Cloud FinOps 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; (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 or (g) Pre-Release Products. 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 for the infringing Services and/or a prorated amount of any license fees paid for the infringing Software. 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 Private Cloud FinOps Data or 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 misuse or misappropriation of CloudBolt's Intellectual Property Rights.

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. DATA SECURITY**

9.1 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, Customer Data, Customer's Business Contact Data and Customer's FinOps Data, in accordance with applicable laws and CloudBolt's Privacy Policy located at <https://www.cloudbolt.io/privacy-policy/>. Customer 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, CloudBolt Data and CloudBolt's Business Contact Data, in accordance with applicable laws and Customer's privacy policy.

9.2 Each Party will notify the other Party immediately following discovery of any suspected breach or compromise of the security, confidentiality, or integrity of any Customer or CloudBolt Data, Business Contact Data or Private Cloud FinOps Data. Written notification provided pursuant to this paragraph will include a brief summary of the available facts, the status of such Party's investigation, and if known and applicable, the potential number of persons affected by release of data relating to such person.

## **10. GENERAL PROVISIONS**

10.1 *Entire Agreement and Controlling Documents*. This Agreement, including all Exhibits hereto and all Order Forms, contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement or the applicable Order Forms and that are duly signed by the authorized representatives of both parties may amend this Agreement or such Order Forms. Any additional, inconsistent or conflicting terms and conditions contained in any purchase order issued by Customer shall be of no force or effect, even if the order is accepted by CloudBolt. 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.

10.2 *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.

10.3 *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. The Parties hereby agree to waive or opt-out of any application of the United Nations Convention on Contracts for the International Sale of Goods.

10.4 **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.

10.5 **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.

10.6 **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.

10.7 **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, pandemics, endemics, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party.

10.8 **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](mailto: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).

10.9 **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.

10.10 **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.

10.11 **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.

10.12 **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 Service, including, but not limited to, the license serial number, the Software's unique identifier, a total count of managed Resources, or total count of users, other pieces of data including compilation of aggregated statistics about the Software, Subscription Service 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.

10.13 **Feedback.** 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 CloudBolt products or services) without any confidentiality or royalty obligation in any manner whatsoever. All Feedback shall be deemed Confidential Information of CloudBolt.

10.14 **Pre-Release Products.** If CloudBolt provides Customer access to a Pre-Release Product, Customer is authorized to use the Pre-Release Products solely for the purpose of evaluating their functionality and technology and may not be used in production or with live data. Customer may use Pre-Release Products until CloudBolt withdraws or terminates access to them. CloudBolt may at any time suspend, revoke, limit or refuse participation in or use of the Pre-Release Products. At any time and at CloudBolt's sole discretion, CloudBolt may change the terms applicable to the Pre-Release Products, modify the computing environment, or withdraw its features, in whole or in part. Customer is responsible for the use of the Pre-Release Products by any of Customer's Users. CloudBolt makes no warranties or representations that a generally available product based on the Pre-Release Products will ever become available. Software Maintenance and Support, Subscription Services Support and Service Levels Agreements do not apply to the Pre-Release Products.

## Exhibit A

### SUBSCRIPTION SERVICE

If Customer licenses any of CloudBolt's Subscription Service, the following additional terms shall apply:

1. **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 Customer licenses the CloudBolt Software Agent for use with the Subscription Service, 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 CloudBolt Software Agent internally solely in connection with Customer's use of the Subscription Service, subject to the terms and conditions of this Agreement and the Documentation.
2. **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").
3. **Subscription Service Support.** CloudBolt's Subscription Service Support terms can be found at [www.cloudbolt.io/legal](http://www.cloudbolt.io/legal).
4. **Standard Onboarding.** Standard Onboarding as set forth in the Documentation is provided at no additional fee to the Customer. Additional onboarding support beyond the Standard Onboarding can be provided via CloudBolt's professional services organization at CloudBolt's standard professional services rates.
5. **Acceptable Use.** 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 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. Other than Business Contact Data, Customer agrees not to upload to the Subscription Service or provide CloudBolt access to any type of Personally Identifiable Information as defined by applicable data protection laws.
6. **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 Private Cloud FinOps 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 and Private Cloud FinOps 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.
7. **Handling of Customer Data and Private Cloud FinOps Data 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 Data and Private Cloud FinOps Data.
8. **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.

9. **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.

10. **Sufficient Rights in Customer Data.** Customer will ensure that its use of the Subscription Service and all Customer Data and Private Cloud FinOps Data is always compliant with the terms of 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 and Private Cloud FinOps Data. Customer represents and warrants that Customer has sufficient rights in the Customer Data and Private Cloud FinOps Data to grant the rights granted to CloudBolt hereunder and that the Customer Data does not infringe or violate the Intellectual Property Rights, publicity, privacy or other rights of any third party.

## Exhibit B

### SOFTWARE TERMS

If Customer licenses any of CloudBolt's Software 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, CloudBolt grants to Customer a limited, non-exclusive, non-transferable term license to use the Software, solely for Customer's internal operations and during the License Term, in accordance with (a) the Documentation; (b) the terms and applicable limitations on 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 Third Party Agent Use. Subject to the terms and conditions of this Agreement, CloudBolt grants Customer a non-exclusive, non-transferable license to permit Customer's Third Party Agents 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 Third Party Agents' compliance with terms and conditions of this Agreement and that any breach of the terms of this Agreement by a Third Party Agent shall be deemed to be a breach by Customer.
- 1.3 Cron Based Heartbeat. Customer shall ensure that the cron-based heartbeat command is always enabled.
- 1.4 Use of Resources. Customer shall be responsible for informing CloudBolt which Resources will be used in production, and which Resources will be used for development or test purposes. Customer shall provide such information before use of any such Resources.
- 1.5 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. A list of all applicable OSS included in the Software is in the Documentation. Each party shall comply in all material respects with all terms of the applicable Open Source Agreements with respect to all OSS provided with the Software. CloudBolt attests 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.
- 1.6 Software Maintenance and Support. CloudBolt's Software Maintenance and Support terms can be found at [www.cloudbolt.io/legal](http://www.cloudbolt.io/legal).
- 1.7 Standard Onboarding. Standard Onboarding as set forth in the Documentation is provided at no additional fee to the Customer. Additional onboarding support beyond the Standard Onboarding can be provided via CloudBolt's professional services organization at CloudBolt's standard professional services rates.

#### 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) exceed the number of Resources 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 Third Party Agents 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 **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 52.227-14 or DFARS 227.7202-3(a) (Jan. 1, 2000) or successor regulations.

## Exhibit C

### Professional Service Terms

If 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, or consulting training services to be provided by CloudBolt.
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. 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.
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. **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. Such 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.
7. **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.