DNS FLEX MASTER SUBSCRIPTION AGREEMENT

This DNS Flex Master Subscription Agreement is entered into by BlueCat, as defined in Schedule "A", and the company indicated below ("**Customer**"), effective as of the later date of signature indicated below ("**Effective Date**").

Customer's Full Legal Name:	
Jurisdiction of Incorporation:	
Mailing Address:	
Contact Person (name and title):	
Telephone:	
Email:	

Now, therefore, in consideration of the foregoing recitals, the mutual covenants of the Parties in this Agreement, and other good and valuable consideration, by executing below, the Parties agree to the terms and conditions set out on the following pages.

BLUECAT	**CUSTOMER**
Vivian Leung	**Print Name:**
Authorized Signing Officer	**Title:**
Date:	**Date:**
Email: *legal@bluecatnetworks.com*	**Email:**

1. DEFINITIONS; PURCHASE ORDERS; SCHEDULES

1.1.   **Definitions.** Capitalized terms not expressly defined in this Agreement have the meaning given to them in Schedule "A"**.**

1.2.   **Purchase Orders.** All orders of DNS Flex Services, Professional Services and other ancillary purchases by Customer shall be evidenced by a Purchase Order. The terms of all Purchase Orders, whether issued and accepted before or after the execution of this Agreement, must be consistent with this Agreement, unless specifically stated and agreed to by the Parties. No terms in any form of Customer Purchase Order, other than the identification and price of the DNS Flex Services, the Subscription Period, the pricing tier of Active Unique IPs per month, and the address for invoicing and delivery, if applicable, shall be binding on BlueCat, unless specifically stated and agreed to by the Parties.

1.3.   **Schedules**. The following schedules are attached to and form a part of this Agreement:

Schedule "A" – Definitions

Schedule "B" – Additional E-Learning Terms and Conditions
Schedule "C" – Additional Professional Service Terms and Conditions

2. DNS FLEX SERVICES

2.1. **Access and Use.** Customer may remotely access and use the cloud service portions of the DNS Flex Services on a non-exclusive, non-transferable, non-assignable basis for the applicable Subscription Period identified on a Purchase Order, subject at all times to the terms and conditions of this Agreement.

2.2. **DNS Flex Service Levels, Sole Remedy.** BlueCat will make the cloud service portions of the DNS Flex Service available to Customer in accordance with the Service Level Schedule. BlueCat's obligations in the Service Level Schedule do not apply to the extent: (a) Customer's system does not meet the minimum requirements listed in the Documentation to support the DNS Flex Service; (b) Customer has breached or continues to breach this Agreement; and (c) the Service Availability (as defined in the Service Level Schedule) is impacted by Customer's failure to incorporate or utilize any recommendations or data produced by the DNS FlexService (e.g. security recommendations emanating from the DNS Flex Service). *The remedies listed in the Service Level Schedule are Customer's sole remedy and BlueCat's sole obligation for any failure of the cloud service portion of the DNS Flex Service. All other DNS Flex Services are provided "as is", per the disclaimer in Section 5.4.*

2.3. **Security.** BlueCat will maintain commercially reasonable administrative, physical and technical safeguards for the protection, confidentiality and integrity of the cloud service portions of DNS Flex Services and Customer Data.

2.4. **Access Methods, Authorized Users, Unauthorized Access or Use.** Customer agrees that it is responsible for protecting the security and integrity of the Access Methods. Customer shall be fully responsible for any Authorized Users' breach of this Agreement. Customer agrees that it is liable for any acts or omissions occurring under any Access Methods, whether by Authorized Users or otherwise. Each Party shall notify the other Party immediately of any suspected or known unauthorized access or use of the DNS Flex Services, will use commercially reasonable efforts to prevent such unauthorized access or use, and will use commercially reasonable efforts to stop said unauthorized access or use.

2.5. **Customer Data.** Customer hereby grants to BlueCat a non-exclusive, worldwide right to use, process and transmit the Customer Data via the DNS Flex Services so that BlueCat may provide the DNS Flex Services to Customer. Customer agrees that BlueCat does not review, edit, substantiate, determine or otherwise have any responsibility for the accuracy, quality, integrity, legality, reliability, or appropriateness of any Customer Data. *Customer has sole responsibility for, and BlueCat disclaims all liability for, the Customer Data transmitted by Customer to the DNS Flex Services.*

2.6. **Updates and Modifications to DNS Flex Services.** Customer acknowledges and agrees that from time to time BlueCat may apply updates to, or otherwise revise, the DNS Flex Services and that such updates and/or revisions may result in additions, modifications or removal of functionality, features, content or the appearance of the DNS Flex Services.

2.7. **Service Points.** Customer acknowledges and agrees that, in order to access and use the DNS Flex Services, Customer must use Service Points and that all Customer's devices must point directly to a Service Point ("**first hop**").

2.8. **Ancillary DNS Flex Service Software**. BlueCat grants to Customer a non-exclusive, non-transferable, non-sublicenseable, revocable and limited license to use the Ancillary DNS Flex Service Software during the applicable Subscription Period solely for Customer's internal business purposes. In addition, BlueCat shall provide Support for the Ancillary DNS Flex Service Software during the applicable Subscription Period. Customer's right to use such software and to receive Support for such software ceases when the right to access

and use DNS Flex Services ends. At such time, each copy of the Ancillary DNS Flex Service Software must be promptly uninstalled or BlueCat may disable the Ancillary DNS Flex Service Software.

2.9. **APIs**. In the event that BlueCat makes available any APIs to Customer as part of the DNS Flex Services, then Customer may access such APIs on a non-exclusive, non-transferable, non-assignable basis for the applicable Subscription Period identified on a Purchase Order, subject at all times to the terms and conditions of this Agreement. Customer is responsible for making and maintaining all necessary arrangements to access, use and interface with such APIs in accordance with such specifications, restrictions and guidances as BlueCat may stipulate from time to time. In addition, APIs regarding BlueCat Gateway are subject to the requirements detailed at the following address: https://quay.io/repository/bluecat/gateway and Customer agrees to comply with such requirements. BlueCat may from time to time on reasonable notice require Customer at Customer's own cost to take such steps as are required to integrate any modifications or updates BlueCat makes to APIs. BlueCat reserves the right to restrict Customer access the APIs if BlueCat reasonably determine, in BlueCat sole discretion, that the volume of queries originating from Customer use of the APIs is unduly burdening any API.

3. ADDITIONAL TERMS & RESTRICTIONS

3.1. **General.** Usage of the DNS Flex Services may not exceed the maximum number of Unique Active IPs per month specified in the applicable Purchase Order for that pricing tier. Where Customer's usage of the DNS Flex Services has exceeded such restrictions, then Customer will be invoiced for any such over usage, at BlueCat's discretion, acting reasonably, at any time during the Subscription Period, at the then-current list price.

3.2. **Acceptable Use Policy.** Customer agrees to, and agrees to ensure that its Authorized Users will, comply with the Acceptable Use Policy. Neither this Agreement nor the Acceptable Use Policy requires that BlueCat take any action against Customer or any Authorized User or other third party for violating the Acceptable Use Policy or this Agreement, but BlueCat is free to take any such action it sees fit, in addition to any other remedies BlueCat may have.

3.3. **Suspension of Perpetual Licenses.** If Customer is transitioning from an existing BlueCat perpetual license model to the subscription license model of DNS Flex Services, upon delivery of the DNS Flex Services, all perpetual licenses being replaced are suspended during the Subscription Period. To reinstate such perpetual licenses, please contact BlueCat.

3.4. **Appliances.** Upon payment of additional fees, BlueCat shall provide the Appliances identified in a Purchase Order.

3.5. **E-Learning.** If Customer orders BlueCat's computer based training courses ("**E-Learning**"), the terms and conditions in Schedule "B" will apply in addition to the terms and conditions of this Agreement.

3.6. **Professional Services.** Upon payment of additional fees, BlueCat shall provide the Professional Services described in the SOW upon the terms and conditions set forth in this Agreement and in Schedule "C".

4. INVOICES, ACCESS AND PAYMENT

4.1. **Invoices.** Upon the delivery of the DNS Flex Services, BlueCat shall issue Customer an invoice. Invoices will indicate the currency in which payment is due. All fees are exclusive of sales, use, consumption and value add taxes, which shall be the responsibility of the Customer.

4.2. **Payment Terms, No Refund.** All invoices are due, and Customer agrees to pay each such invoice, in full thirty (30) days from the date of invoice without deduction or set off. Except as otherwise permitted in this Agreement, once paid, fees are non-refundable. All applicable sales and use taxes shall be identified on the invoice and are the responsibility of the Customer. In the event of payment after the due date, interest shall be payable on the overdue amount at the rate of one and one half (1.5%) percent per month, calculated and compounded monthly, or the maximum rate permitted by law, whichever is less, calculated from the due date to

3

the date of payment. All prepaid fees are non-refundable. Should Customer terminate (or not renew prior to contract end date) annual Support services and subsequently re-instates them, Customer may be subject to the then-current reinstatement fee.

4.3. **Delivery Risk of Loss, Access.** (a) For Ancillary DNS Flex Service Software provided via Appliances, BlueCat shall arrange for delivery of Appliances to the address indicated in the Purchase Order, provided that all costs related to customs, shipping and insurance of the Appliances are paid by Customer. Delivery of Appliances and risk of loss will pass to Customer FOB shipping point. (b) For any other portions of the DNS Flex Services, BlueCat shall arrange for delivery of such services and software by (i) making it available for access and use by providing login credentials to Customer, at which point delivery will be deemed complete, or (ii) making it available for download by providing a license key, at which point delivery will be deemed complete.

5. **WARRANTIES FOR ANCILLARY DNS FLEX SERVICE SOFTWARE AND APPLIANCES; DISCLAIMER**

5.1. **Ancillary DNS Flex Service Software Warranty.** For a period of thirty (30) days following delivery, all Ancillary DNS Flex Service Software shall be free from material defects, free from material errors, free from all known viruses (as identified using commercially reasonable steps and antivirus software) and will perform substantially in accordance with its Documentation. Such warranty does not apply : (a) to any change to the Ancillary DNS Flex Service Software made by any party other than BlueCat or its authorized agent; (b) to the operation of the Ancillary DNS Flex Service Software with software or hardware not approved by BlueCat, its authorized agent or as specified in the Documentation; (c) if the Software was used in a manner other than as contemplated in this Agreement or the Documentation; or (d) to failure by Customer to report a warranty claim within the warranty period specified in this Section 5.1.

5.2. **Appliance Warranty.** Any applicable Appliance warranty is described in the BlueCat Customer Care Support Handbook.

5.3. **Sole Ancillary DNS Flex Service Software and Appliance Remedy.** Upon a valid software warranty claim by Customer, BlueCat shall, in its sole discretion: (a) in the case of a defective Appliance, repair or replace the Appliance, (b) in the case of Ancillary DNS Flex Service Software, deliver a replacement copy of the Ancillary DNS Flex Service Software, or (c) where (a) and (b) are not successful after a reasonable remedy period, refund all fees paid by Customer and attributable to the portion of the item giving rise to the warranty claim. *The foregoing remedies are BlueCat's sole obligation and Customer's sole remedy in the event of a valid warranty claim under this Section 5.*

5.4. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 OR SCHEDULE "C", BLUECAT DOES NOT REPRESENT OR WARRANT THAT THE DNS FLEX SERVICES, APPLIANCES, ANCILLARY DNS FLEX SERVICE SOFTWARE, OR PROFESSIONAL SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY OR ALL ERRORS CAN OR WILL BE CORRECTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE DNS FLEX SERVICES OR PROFESSIONAL SERVICES. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 2.2, THIS SECTION 5, AND SCHEDULE "C", THE DNS FLEX SERVICES, APPLIANCES, ANCILLARY DNS FLEX SERVICE SOFTWARE, AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLUECAT HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES, EXPRESS OR IMPLIED (WHETHER ARISING UNDER COMMON LAW, STATUTE, COURSE OF DEALING OR TRADE, OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT, CURRENCY, RELIABILITY, SECURITY, OR UNINTERRUPTED USE. NO WRITTEN OR ORAL INFORMATION OR ADVICE GIVEN BY BLUECAT WILL CREATE ANY REPRESENTATION, WARRANTY OR CONDITION. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, BLUECAT EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER'S USE

OF ANY OF THE DNS FLEX SERVICES, APPLIANCES, OR ANCILLARY DNS FLEX SERVICE SOFTWARE IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

6. CONFIDENTIALITY, NON-DISCLOSURE

6.1. **Non-Disclosure.** Each of the Parties agrees that it will not: (a) make use of the Confidential Information of the disclosing Party other than to perform its obligations under this Agreement; or (b) in any way disclose any Confidential Information of the disclosing Party to any person or entity, other than its own personnel to the extent necessary to give effect to this Agreement and only to those of its personnel who have agreed to be bound by confidentiality obligations no less protective than those set forth in this Agreement. Each receiving Party is responsible for any breach of this Agreement by any person to whom it provides, or provides access to, Confidential Information. Each receiving Party shall safeguard the disclosing Party's Confidential Information using the same standard it employs to safeguard its own confidential information of like kind, but in no event less than a commercially reasonable standard of care.

6.2. **Destruction of Confidential Information.** Upon the termination of this Agreement, or at any time at the disclosing Party's request, the recipient Party shall destroy Confidential Information of the disclosing Party in its possession or control except to the extent it would be unreasonably burdensome to destroy such information (such as archived computer records), and such information will continue to be treated as Confidential Information, notwithstanding any termination or expiration of this Agreement. Upon the request of the disclosing Party, the recipient Party shall certify in writing that all materials containing Confidential Information of the disclosing Party have been destroyed and no further Confidential Information of the disclosing Party is in the possession or control of the recipient Party.

6.3. **No Rights to Confidential Information.** All Confidential Information remains the sole property of the disclosing Party and no license or other rights to Confidential Information is granted or implied by this Agreement.

6.4. **Required Disclosure.** In the event that Confidential Information has been required to be disclosed in response to a valid order issued by a court, governmental or regulatory body with jurisdiction over the recipient, then such Confidential Information may be disclosed pursuant to such requirement so long as the Party required to disclose the Confidential Information, to the extent possible, provides the other Party with timely prior notice of such requirement and coordinates with the other Party in an effort to limit the nature and scope of such required disclosure.

7. OWNERSHIP, INTELLECTUAL PROPERTY

7.1. **Ownership.** As between the parties, all ownership and Intellectual Property Rights in and to the DNS Flex Services, as well as any Professional Services, belong to BlueCat, its Affiliates or its licensors. Customer receives no title or ownership in any of the foregoing. The Ancillary DNS Flex Service Software provided to Customer pursuant to this Agreement is licensed, and not sold, and Customer receives no title or ownership in the Ancillary DNS Flex Service Software. BlueCat reserves all rights not expressly granted under this Agreement.

7.2. **Service Results.** All Intellectual Property Rights in and to the Service Results belong to BlueCat. Customer acknowledges and agrees that BlueCat may monitor and analyze, and that the Service Results may include, information based on the data of BlueCat's customers, including Customer Data. During and after the Subscription Perriod, BlueCat may use Customer Data and Service Results for its own internal purposes, such as to develop, test, increase service value, and optimize the DNS Flex Services.

7.3. **Customer Data.** All ownership rights in and to Customer Data belong to Customer. Customer agrees that BlueCat may use, process and transmit Customer Data to provide the DNS Flex Services and Professional Services, in each case in accordance with its Privacy Statement, available at https://www.bluecatnetworks.com/privacy/.

8. INDEMNIFICATION

8.1. **BlueCat's Indemnification Obligations.** BlueCat shall indemnify and defend Customer against any and all third party claims or demands that the DNS Flex Services (or any portion thereof) violate a third party's Intellectual Property Rights in Canada, the United States or Japan and all amounts required to be paid in a settlement approved by BlueCat or awarded by a court in a final, non-appealable judgement; provided: (a) Customer has promptly notified BlueCat of such claim and BlueCat is not prejudiced by any delay by Customer; (b) BlueCat shall have full control over the defense of the claim, provided that any settlement or resolution entered into by BlueCat shall not require any admission of liability or any payment by Customer; (c) Customer has not made any admission against BlueCat's interests and has not agreed to any settlement of any claim or demand without BlueCat's consent; and (d) Customer shall cooperate with BlueCat in the defense of the claim, at BlueCat's expense.

8.2. **Exceptions to BlueCat's Indemnification Obligations.** Notwithstanding Section 8.1, BlueCat shall be under no obligation to indemnify or defend Customer if any infringement claim or demand by a third party arises as a result of any: (a) access or use of the DNS Flex Services in violation of or inconsistent with this Agreement or the Documentation; (b) modification to the DNS Flex Services by a party other than BlueCat or its authorized agents, which modification has resulted in the claim or demand by the third party; (c) combination of the DNS Flex Services with any computer program, software, hardware or equipment where such claim of infringement would not exist without such combination; (d) use of a superseded version of any Ancillary DNS Flex Service Software where use of a then-current version would avoid any claim of infringement; or (e) access to or use of the DNS Flex Services after BlueCat notifies Customer to discontinue such access or use.

8.3. **Additional Infringement Remedies.** At BlueCat's sole expense and discretion, in response to any pending or potential infringement claim, BlueCat may: (a) procure for Customer the right to continue using the offending DNS Flex Services or applicable portion thereof; (b) replace or modify the offending DNS Flex Services or applicable portion thereof so that it is non-infringing; or (c) terminate this Agreement either entirely or only as it relates to the offending portion of the DNS Flex Services in question and upon cessation of the DNS Flex Services in question or the applicable portion thereof, refund to Customer the pro rata unused portion of any prepaid fees allocable to such part(s) of the DNS Flex Services that is (are) terminated.

8.4. **Sole Remedy.** *Sections 8.1 and 8.3 shall constitute Customer's sole remedy from BlueCat in respect of infringement claims and demands.*

8.5. **Customer's Indemnification Obligation.** At its own cost, Customer shall indemnify and defend BlueCat, its Affiliates and their licensors against any and all third party claims or demands related to (a) Customer's or any Authorized User's alleged or actual access to and/or use of the DNS Flex Services; (b) Customer Data; (c) unauthorized disclosure or exposure of personal data belonging to or under the control or custody of Customer; or (d) breach of Customer's obligations set out in Section 2 or Section 3 of this Agreement. The foregoing indemnification obligations apply provided that (i) BlueCat has promptly notified Customer of such claim and Customer is not prejudiced by any delay by BlueCat; (ii) Customer shall have full control over the defense of the claim, provided that any settlement or resolution entered into by Customer shall not require any admission of liability or any payment by BlueCat; (iii) BlueCat has not made any admission against Customer's interests or has not agreed to any settlement of any claim or demand without Customer's consent; and (iv) BlueCat shall cooperate with Customer in the defense of the claim, at Customer's expense.

9. LIABILITY, LIMITATIONS AND EXCLUSIONS

9.1. **LIMITATIONS.** BLUECAT'S TOTAL AGGREGATE LIABILITY TO CUSTOMER WILL NOT EXCEED THE TOTAL OF ALL AMOUNTS PAID BY CUSTOMER TO BLUECAT, IN RELATION TO THE DNS FLEX SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE, PURSUANT TO THIS AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; PROVIDED, THAT BLUECAT'S TOTAL AGGREGATE LIABILITY TO CUSTOMER FOR DAMAGES ARISING FROM BLUECAT'S BREACH OF SECTION 2.3 WILL NOT EXCEED THREE (3) TIMES THE TOTAL OF ALL

6

AMOUNTS PAID BY CUSTOMER TO BLUECAT PURSUANT TO THIS AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM (THE "**SECURITY CAP**"). FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THESE MAXIMUM LIABILITY AMOUNTS.

9.2. **EXCLUSIONS.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY OF THE FOLLOWING ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT: (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, AGGRAVATED, EXEMPLARY OR PUNITIVE DAMAGES; (B) ANY LOST SALES, SAVINGS, REVENUE, PROFITS, GOODWILL, USE, DATA OR CONTENT; OR (C) BUSINESS INTERRUPTION.

9.3. **CARVE-OUTS**. THE LIMITATIONS ON AND EXCLUSIONS FROM LIABILITY IN THIS SECTION 9 DO NOT APPLY TO (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 6 (PROVIDED THAT THE SECURITY CAP SHALL APPLY IN THE EVENT OF BREACH OF SECTION 6 BY BLUECAT CAUSED BY BLUECAT'S BREACH OF SECTION 2.3); (B) A PARTY'S INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS UNDER SECTIONS 8.1 AND 8.5; OR (C) A BREACH BY CUSTOMER OF ITS PAYMENT OBLIGATIONS HEREUNDER.

9.4. **APPLICATION.** THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION 9 APPLY (A) TO ALL CAUSES OF ACTION, (B) WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FOR NEGLIGENCE OR FUNDAMENTAL BREACH, HOWEVER CAUSED AND REGARDLESS OF THE LEGAL THEORY OF LIABILITY, (C) EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR HEREIN FAILS ITS ESSENTIAL PURPOSE AND (D) EVEN IF BLUECAT IS ADVISED IN ADVANCE OF THE DAMAGES IN QUESTION OR EVEN IF SUCH DAMAGES WERE FORESEEABLE.

10. SUBSCRIPTION PERIODS, AGREEMENT TERM, TERMINATION AND SUSPENSION

10.1. **Subscription Periods; Automatic Renewal.** Unless otherwise indicated in the applicable Purchase Order, Subscription Periods will automatically renew for one (1) year periods at the then current fee for the applicable DNS Flex Services and Professional Services and may not be cancelled with less than sixty (60) days' notice prior to the expiration of the then-current period.

10.2. **Term of Agreement.** This Agreement is effective during the period commencing as of the Effective Date and expires on the date that the last Purchase Order hereunder expires or is terminated, unless this Agreement is terminated earlier in accordance with this Agreement.

10.3. **Termination for Breach.** A Party may terminate this Agreement and any outstanding Purchase Order or Subscription if the other Party (a) makes a general assignment for the benefit of creditors, makes a written admission of its inability to pay its debts or obligations as they become due, has a petition in bankruptcy filed by or against it, a receiver or trustee of any of its property is appointed, is adjudged to be insolvent by any court having jurisdiction, or it is dissolved, liquidated or terminated; or (b) is in breach of any of the Material Provisions and such breach is not cured within thirty (30) days of written notice of such breach. Notwithstanding the foregoing, BlueCat may terminate this Agreement or any outstanding Purchase Order or Subscription (including any obligations to provide Support and Professional Services) upon (i) non-payment of any fees by Customer or (ii) any suspension of DNS Flex Services pursuant to Section 10.4 for thirty (30) days or more.

10.4. **Suspension of DNS Flex Services.** In the event that BlueCat, acting reasonably, suspects or learns of any of the following described circumstances, then BlueCat may immediately suspend Customer's access to and use of the DNS Flex Services, in addition to any other remedies BlueCat may have: (a) any breach of the Material Provisions; (b) Customer's failure to cooperate with BlueCat's reasonable investigation of any suspected violation of this Agreement; (c) access or manipulation of the DNS Flex Services without BlueCat's consent; (d) any circumstance that requires suspension of the DNS Flex Services in order to protect the DNS Flex Services, BlueCat, or its customer's data; or (e) suspension required by law.

10.5. **Termination Obligations.** Upon the earlier of termination of this Agreement, or termination or

expiration of any outstanding Purchase Order or Subscription Period, Customer shall (a) delete, return or destroy all instances of any Ancillary DNS Flex Service Software, Appliances and any Documentation and, upon request, certify to compliance with this Section 10.5(a); (b) cease to access and use the DNS Flex Services and any Documentation; and (c) upon request, confirm in writing compliance with Section 6.2. BlueCat shall make Customer Data available to Customer for download for thirty (30) days following termination and BlueCat shall destroy all Customer Data (except for any aggregated anonymized information based on Customer Data) upon the expiry of such thirty (30) day period.

10.6. **Survival.** Notwithstanding the termination or expiry of this Agreement, all obligations which either expressly or by their nature are to continue after the termination of this Agreement shall survive and remain in effect, including, without limitation, Sections 3.2**,** 4.1, 4.2, 5.4, 6, 7, 8, 9, 10.5, 10.6 and 11.

11.   MISCELLANEOUS PROVISIONS

11.1.   **Audit; Monitoring.** BlueCat reserves the right to audit and monitor Customer's use of the DNS Flex Services and compliance with this Agreement.

11.2.   **Orders through Resellers.** Section 5 shall not apply to orders placed through a reseller. All other terms and conditions in this Agreement shall apply to orders placed through a reseller.

11.3.   **Assignment.** Without the prior written consent of BlueCat, Customer may not assign this Agreement or any of its rights or obligations hereunder, except to an Affiliate and provided such Affiliate agrees to be bound by the terms of this Agreement and Customer remains responsible for Affiliate's compliance with this Agreement, including payment of all fees.

11.4.   **Press Releases, Marketing.** BlueCat may refer to Customer and use its logo for the limited purpose of identifying it as a customer in sales and marketing materials.

11.5.   **Entire Agreement, Amendment and Headings.** This Agreement contains the entire understanding of the Parties hereto on the subject matter hereof and supersedes any previous agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be effective or binding unless agreed to in writing by both Parties. Headings used in this Agreement are for convenience of reference only, and shall not be used to modify the meaning of or to interpret the terms and conditions of this Agreement.

11.6.   **Waiver, Severability.** The waiver of any breach of this Agreement, or the failure of a Party to exercise or enforce any right under this Agreement, shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise or enforcement of any right under this Agreement. If any provision of this Agreement is deemed contrary to applicable law or unenforceable by a court of competent jurisdiction, the remaining terms and conditions of this Agreement shall be unimpaired and the Parties shall substitute a valid, legal and enforceable provision as close in legal and economic consequence as possible to the provision being struck or considered unenforceable. If the limitation of liability set forth in this Agreement is limited by law, then BlueCat's liability will be limited to the greatest extent permitted by law.

11.7.   **No Third Party Beneficiaries.** Nothing in this Agreement is intended to confer on any party other than BlueCat, Customer and their permitted assigns any benefits, rights or remedies.

11.8.   **Rights and Remedies.** Except as expressly set out in this Agreement regarding the Service Level Schedule remedies and in Section 5 and Section 8.4, in the event of any breach of this Agreement, the rights and remedies of the Parties provided for in this Agreement shall not be exclusive or exhaustive, and are in addition to any other rights and remedies available at law or in equity. The Parties agree that in the event of any breach or threatened breach of the Material Provisions by Customer, money damages would be an inadequate remedy and the affected Party shall be entitled to seek injunctive relief, without the need to post a bond or other security.

11.9.   **Notices.** Any notice required or otherwise provided for in this Agreement shall be given to BlueCat or Customer, as the case may be, at the physical or e-mail address set forth on the signature page of this Agreement, or as updated from time to time pursuant to a notice provided pursuant to this Section, with a copy to any individuals with whom the Parties typically communicate.

11.10.   **Force Majeure.** Except for payment and confidentiality obligations, neither Party shall be liable for any delay or failure to perform its obligations in this Agreement attributable to circumstances beyond its reasonable control, such as acts of God, fire, natural disaster, terrorism, labor stoppage, internet service provider failures or delays, civil unrest, war or military hostilities, or criminal acts of third parties.

11.11.   **Export Controls.** Customer acknowledges and agrees that the Software is subject to export controls under U.S., Canadian and other export control laws. Customer shall not directly or indirectly, whether to an Affiliate or a third party: (a) export, re-export, transfer, or release (herein referred to as "export") any component of the Software to any prohibited or restricted destination, person, or entity, or (b) access or use or allow any Authorized User, Affiliate or third party to access or use the Software Product and DNS Flex Services in a manner prohibited or restricted by export control laws. Customer shall comply with all applicable export controls laws at all times.

11.12.   **US Federal and State Government Customers.** The DNS Flex Services are a "commercial item" as that term is defined in Federal Acquisition Regulation ("**FAR**") 2.101, consisting of "technical data", "commercial computer software", "commercial computer software documentation" and/or "commercial services" as such terms are defined in FAR 2.101 or used in FAR 12.211 and 12.212, and is provided to the U.S. Government only as a commercial end item. Government end users acquire only the rights set out in this Agreement for the DNS Flex Services. Any further use, modification, reproduction, release, performance, display, disclosure, decompiling, or reverse engineering of any of the DNS Flex Services is prohibited except to the extent expressly permitted by the terms of this Agreement. To the extent allowed by applicable law, this US Government end user provision is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses U.S. Government rights in computer software or technical data. Terms and conditions herein that are prohibited by federal law or procurement regulation are not enforceable against the U.S. government.

11.13.   **Governing Law.** Regardless of the place of execution or performance or the domicile of the Parties, if Customer is a U.S. incorporated entity, then this Agreement is governed by the laws of New York excepting its choice of law provisions, and the Parties hereby agree to irrevocably attorn to the non-exclusive jurisdiction of the courts of the State of New York and the venue of Buffalo. If Customer is not a U.S. incorporated entity, but is incorporated in a member state of the European Union, then this Agreement is governed by the laws of England and Wales excepting its choice of law provisions and the Parties hereby agree to irrevocably attorn to the non-exclusive jurisdiction of the courts of England. If Customer is not a U.S. incorporated entity, and is not incorporated in a member state of the European Union, then this Agreement is governed by the laws of the Province of Ontario excepting its choice of law provisions and the Parties hereby agree to irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario and the venue of Toronto. The rights and obligations of the Parties under this Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods. The Uniform Computer Information Transactions Act, or any version adopted by any state, does not apply to this Agreement.

11.14.   **Counterparts; Delivery by E-mail.** This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by e-mail transmission will constitute valid and effective delivery of an original executed copy.

SCHEDULE "A"

DEFINITIONS

In the Agreement, except where the context or subject matter is inconsistent therewith, the following terms shall have the following meanings, and such meanings shall apply to both singular and plural forms of any such terms:

(a) "**Access Methods**" means the user identifiers and passwords for the DNS Flex Service issued by Customer to Authorized Users pursuant to this Agreement;

(b) "**Acceptable Use Policy**" means BlueCat's acceptable use policy located at https://www.bluecatnetworks.com/license-agreements/, as may be updated by BlueCat from time to time;

(c) "**Affiliate**" means a Party's direct or indirect parent or subsidiary corporation (or other entity), or any corporation (or other entity) with which the Party is under common control;

(d) "**Agreement**" means this Master Subscription Agreement, all schedules annexed hereto, each Purchase Order, and any other document incorporated by reference herein;

(e) "**Ancillary DNS Flex Service Software**" means any software provided by BlueCat that is required to be installed and executed in order to facilitate Customer's use of the DNS Flex Services, including the Service Points, any software applications made available for download, and any software resident or installed in any Appliance;

(f) "**API**" means BlueCat owned or licensed application programming interface made available by BlueCat as part of the DNS Flex Services;

(g) "**Appliance**" means any physical computer hardware component sold by BlueCat where Ancillary DNS Flex Service Software is resident or installed;

(h) "**Authorized User**" means any employees and agents of Customer, who Customer gives access to the DNS Flex Services pursuant to this Agreement;

(i) "**BlueCat**" means:

BlueCat Networks (USA) Inc., located at 1000 Texan Trail, Suite 105, Grapevine, Texas 76051 USA, with respect to Customers located in the United States of America and Japan;

BlueCat Networks, Inc., located at 4100 Yonge Street, 3rd Floor, Toronto, Ontario, M2P 2B5 Canada, with respect to Customers located outside the United States of America and Japan; or

BlueCat Federal USA, Inc., located at 11710 Plaza America Drive, Suite 120, Reston, Virginia 20190 USA, with respect to Federal and State Government Customers located in the United States of America.

(j) "**BlueCat Customer Care Support Handbook**" means the support handbook available from BlueCat, as may be updated from time to time by BlueCat in its sole discretion;

(k) "**Confidential Information**" means any and all information disclosed by the disclosing Party to the recipient Party pursuant to this Agreement relating to its products, services, customers, marketing, research and development, business and finances, information technology networks, including all technical information, data, documentation, code, security measures and procedures and copies thereof, which is either explicitly marked or noted at the time of disclosure as confidential or which a reasonable party would deem to be non-public and confidential. Non-public features of the DNS Flex Services shall

10

be considered Confidential Information. In addition, Documentation shall be considered Confidential Information. Confidential Information shall not include information which a recipient Party can establish to have: (i) become publicly known through no action on the recipient's part; (ii) been lawfully known by the recipient prior to receipt; (iii) been independently developed by the recipient without reference to any information received from the disclosing Party; or (iv) been approved for public release by the written authorization of the disclosing Party. Specific information received shall not be deemed to fall within the exceptions to Confidential Information set forth above merely because it is embraced by general information within the exception;

(l) "**Customer Data**" means the IP addresses, hostnames and DNS query logs and any other information that is uploaded or transmitted by Customer to BlueCat through the cloud service portion of the DNS Flex Services;

(m) "**Documentation**" means all standard user guides, on-line user guides, operating manuals and release notes for the operation of the DNS Flex Services, made available in electronic format from BlueCat, and any revisions, updates and supplements thereto, as such documentation may be amended by BlueCat from time to time or embedded in any DNS Flex Service;

(n) "**DNS Flex Services**" means the services made available from BlueCat for subscription by Customer, as well as any Ancillary DNS Flex Service Software (including Service Points) and any APIs, any Support for the DNS Flex Services, and any software made available of for access and use as part of the DNS Flex Services.

(o) "**Effective Date**" is defined in the first paragraph of this Agreement;

(p) "**first hop**" has the meaning given to it in Section 2.7;

(q) "**Intellectual Property Rights**" means all intellectual property and other proprietary rights, including all rights provided under trade secret law, patent law, copyright law, trade mark or service mark law, design patent or industrial design law, semi-conductor chip or mask work law, and any other statutory provision or common law principle which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how, whether registered or not and including all applications therefor;

(r) "**Material Provisions**" means Sections 2.1, 2.3, 2.4, 2.7, 2.8, 2.9, 3.1, 3.2, 4.2, 6, 7, 11.3, 11.11 and 11.12;

(s) "**Party**" means either BlueCat or Customer and "Parties" refers to both BlueCat and Customer;

(t) "**Professional Services**" means professional services provided by BlueCat to its customers in connection with the purchase, configuration and/or implementation of DNS Flex Services;

(u) "**Purchase Order**" means an order schedule, a sales quote, a SOW or any other document confirming any DNS Flex Services to be purchased by Customer, the applicable Subscription Period(s), and any Professional Services or other ancillary services to be purchased by Customer, in each case, as agreed to by BlueCat and Customer and consistent with the terms and conditions of this Agreement;

(v) "**Service Level Schedule**" means the service level schedule related to the cloud services portion of the DNS Flex Service, as may be updated by BlueCat from time to time and published at https://www.bluecatnetworks.com/license-agreements;

(w) "**Service Point**" means the Ancillary DNS Flex Service Software that the Customer deploys in their infrastructure that facilitates "first hop" capabilities in their DNS solution;

(x)   "**Service Results**" means any information, statistics, results, feeds, graphs, analysis and reports computed and generated by and from the DNS Flex Services;

(y)   "**SOW**" means a statement of work setting out the details of the Professional Services to be provided by BlueCat to Customer;

(z)   "**Subscription**" means a subscription for the Subscription Period to access and use the DNS Flex Services, and to receive Support for such DNS Flex Services, ordered and paid for by Customer pursuant to one or more Purchase Orders;

(aa)   "**Subscription Period**" mean the time period of each Subscription set out in the applicable Purchase Order and commences upon earliest delivery of the DNS Flex Service. If no time period is set out in a Purchase Order, the Subscription Period will be the twelve (12) month period commencing upon delivery of the DNS Flex Service;

(bb)   "**Support"** means the support services for DNS Flex Services set out in the Service Level Schedule and the BlueCat Customer Care Support Handbook; and

(cc)   "**Unique Active IP**" means a unique IP address in a DNS query that is issued through a Service Point where (i) the number of Unique Active IPs is measured monthly and (ii) the Service Point is placed as the first hop in the Customer's DNS infrastructure.

<p style="text-align:center">SCHEDULE "B"</p>

<p style="text-align:center">ADDITIONAL E-LEARNING TERMS AND CONDITIONS</p>

1. **e-Learning Services.** All e-Learning Services to be provided by BlueCat are made available on a subscription basis per unique user pursuant to a Purchase Order. Each subscription commences on the date a user is provided access to the e-Learning Services and runs for a continuous period of time until the Subscription Period has expired.

2. **Unique Users.** Subscriptions to the e-Learning Services and instructor-led training courses are personal to each user and are non-transferable. Users may not share logons, passwords or licensed content. Customer is responsible for securing and protecting login and other access information from unauthorized disclosure or use.

3. **Content.** Licensed content is for internal training purposes only.

SCHEDULE "C"

ADDITIONAL PROFESSIONAL SERVICE TERMS AND CONDITIONS

In addition to the terms and conditions set forth in the BlueCat Master Agreement, which continue to apply to Professional Services to the extent not inconsistent herewith, the following terms and conditions apply specifically to Professional Services provided by BlueCat:

1. **Professional Services.** All Professional Services to be provided by BlueCat to Customer shall be described in a SOW signed by both parties and referencing the Agreement. Each SOW must be consistent with the terms in this Agreement (including this Schedule "C") unless explicitly stated in the SOW.

2. **Time and Materials.** Unless explicitly stated in the SOW, all Professional Services are performed on a "time and material" basis. If requested, (a) BlueCat will provide regular updates on the services being performed and (b) BlueCat will not exceed the estimate in the SOW without Customer's consent.

3. **Expenses.** Unless explicitly stated in a SOW, Customer shall reimburse BlueCat for all reasonable and documented expenses, including travel, parking, accommodations and meals.

4. **Change Orders**. If either Party wishes to make a change to the scope of work set out in a SOW, a change order must be submitted which describes the scope of the Professional Services to be performed, the revised time frame and a cost estimate. Each change order must be accepted by both parties to be binding.

5. **Scheduling.** Unless explicitly stated in the SOW, Professional Services will be provided between Monday and Friday, from 8:00 am to 5:00 pm local time. Weekend and overtime rates apply outside these days and hours.

6. **Delivery Dates.** Delivery dates in the SOW are estimates only and are not binding completion dates.

7. **Invoices.** Unless otherwise agreed, BlueCat will invoice Customer for services performed and expenses incurred on a monthly basis. Payment is due thirty (30) days from invoice delivery.

8. **Prepaid.** Prepaid service days expire unless used within twelve (12) months of the purchase date as specified in the Purchase Order. No credit or refund shall be due to Customer for expired or unused services.

9. **Limited License re. Deliverables.** BlueCat is not providing or licensing any software to Customer in connection with the Professional Services, except for specific deliverables identified in the SOW ("**Deliverables**"). The Deliverables are not "work made for hire" and any Intellectual Property Rights in the Deliverables remain with BlueCat. The Deliverables are licensed to Customer in connection with the software upon the same terms and conditions as set forth in the Master Agreement.

10. **Warranty.** For a period of thirty (30) days from the performance of the Professional Services, BlueCat warrants that the Professional Services are performed in a professional manner using qualified and experienced personnel familiar with BlueCat software. Any warranty claims must be reported to BlueCat within thirty (30) days of the related Professional Services.

11. **Exceptions to Warranty.** The warranty set forth in Section 10 does not apply upon any of the following: (a) any change, addition, deletion or other modification was made to the Deliverables, except as specifically authorized in writing by BlueCat; and (b) failure by Customer to report a deficiency within the specified warranty period.

12. **Warranty Remedy.** Upon a valid deficiency claim by Customer, BlueCat shall remedy the deficiency within a reasonable period of time and failing that, BlueCat shall refund all Professional Services fees paid by Customer and attributable to the deficiency giving rise to the warranty claim.

13. **Independent Contractor.** The manner and means used by BlueCat to perform the Professional Services are in the sole discretion and control of BlueCat. BlueCat may make use of subcontractors to perform the Professional Services provided BlueCat shall remain responsible for the performance of its subcontractors.

14. **Expiry.** Unless otherwise agreed, a SOW expires if the project is not commenced within six (6) months.

15. **Termination.** For any termination for convenience by Customer upon ten (10) business days' notice or less, or undue delay by Customer, such as failing to provide requested information, which result in scheduling changes, Customer shall be responsible for fees of all Professional Service resources that are not redeployed and all non-cancellable expenses which are incurred.