

BLUECAT™

BLUECAT INTEGRITY BUNDLES – PROFESSIONAL SERVICES PARAMETERS AND CONDITIONS

Your access to BlueCat Professional Services and services rendered (“professional services” or “services”), as set out in one or more purchase order(s) related to the implementation of the bluecat integrity bundles, is subject to (i) the parameters and conditions herein, and (ii) the license agreement previously agreed to by your organization (“customer”), or if none, then to the applicable license agreement (either a reseller/distributor agreement, or the master agreement), available at <https://www.Bluecatnetworks.Com/license-agreements/>. This document shall operate to replace a formal Statement of Work in circumstances where BlueCat Integrity Bundles are provided, and any reference to a Statement of Work or SOW in the applicable governing License Agreement shall be understood and read in to be referring to this document. Effective upon Customer’s use of the BlueCat Integrity Bundles, Customer represents that by using the BlueCat Integrity Bundles, Customer has read, understands and accepts all these provisions and agrees to be legally bound by them. Otherwise, Customer shall not use or distribute the BlueCat Integrity Bundles.

The information in this document may not be disclosed by the purchaser of the Professional Services (“Customer”) and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the Professional Services requirements, provided that, if a contract is awarded to BlueCat as a result of or in connection with the signing of a Quote and issuance of a Purchase Order for Professional Services, Customer will have the right to duplicate, use or disclose the information to the extent provided by the contract. This restriction does not limit the right of Customer to use information contained in this document if it was obtained by BlueCat from Customer. BlueCat retains ownership of this document, except for information provided by Customer.

In consideration of the mutual promises set out below, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Customer has acquired the BlueCat products and services for the benefit of their customer (“**End User**”), and for use within End User’s environment. The parties agree the Project is governed by the requirements set forth in this document. If Customer is not the End User, then Customer acknowledges that it shall ensure all BlueCat Integrity Bundles are distributed to End Users pursuant to these parameters herein, and shall ensure End User understands and agrees to be bound by these particular parameters, in addition to any other required terms and conditions pursuant to the applicable License Agreement between the Customer and BlueCat. If the Customer is the End User, the document shall be interpreted as the Customer ensuring compliance for itself.

*Customer wishes BlueCat to perform the services as Customer’s agent, and to increase efficiency, to deal with End User directly to the extent set out below. As End User is not a party hereto, as between BlueCat and Customer, Customer: (i) accepts the full responsibility for ensuring that End User’s environment matches the requirements for the BlueCat Bundle purchased; (ii) agrees that Customer bears the entire risk of any gap between Customer’s obligations to End User, and BlueCat’s

Professional Services obligations to Customer; and (iii) acknowledges, and has advised End User, that BlueCat's performance for this Project is as a subcontractor only.¹

PROJECT ASSUMPTIONS & RESPONSIBILITIES

Customer agrees to the following, and acknowledges that failure to meet any of the obligations set out in this document may lead to delays or even the inability for the Services to be provided:

1. Customer shall ensure End User's Project team cooperates with, and assists BlueCat in the performance of the Services; and understands that BlueCat's performance of these Services is contingent upon the following assumptions:
 - a. End User shall ensure it understands and agrees that the timeliness and completeness of the Services to be performed by BlueCat is dependent on Customer's and End User's satisfactory completion of their responsibilities as set forth in this section.
 - b. End User will assign an appropriate number of suitably skilled personnel, including a project manager, to work with BlueCat, and such personnel shall use reasonable efforts to assist and cooperate with BlueCat consistent with the Services described herein.
 - c. End User will ensure personnel with expertise on current operations, Data, systems, and configurations relevant to DNS, DHCP and/or IPAM are available to participate in the initial Data assessment discussions and as needed over the course of the Project.
 - d. End User will ensure the applicable systems and personnel (including any applicable executive or project resources) are available and End User is prepared to receive Services on the mutually agreed upon Services start date.
 - e. End User will be responsible to complete the identified and agreed upon Data remediation tasks prior to proceeding with a Move to Production ("**MTP**") event.
 - f. End User will be responsible to enact all agreed-upon changes to their current solution(s) necessary to complete this project.
 - g. End User will schedule maintenance windows for MTP events so that, without 2 week's prior written approval by BlueCat and End User:
 - i. They do not overlap with other dependent maintenance windows.
 - ii. No single weekend (Friday night through Sunday night) shall contain more than one maintenance window.
 - iii. No two consecutive weekends shall have maintenance windows, except when the following week and weekend have no maintenance windows scheduled.
 - iv. All required resources (e.g., UAT, Network, Application, Line of Business) are available to assist if/when needed during the maintenance window.

¹This paragraph shall only be applicable if Customer is not the End User.

- h. End User will ensure required SME and support for Microsoft Active Directory integration is available, as needed.
 - i. End User is responsible for their own User Acceptance Test (“UAT”) plan and execution – BlueCat will review results with End User staff, if requested.
 - j. End User’s existing BlueCat production environment, if such exists, consists of currently supported BlueCat software and appliances.
2. Customer agrees to, and ensures End User agrees to, the readiness items set out below:
- a. Pre-Kickoff
 - i. All documents fully executed prior to kickoff.
 - ii. Pre-kickoff call with End User (coordinated by BlueCat) takes place approx. two (2) weeks prior to kickoff.
 - iii. End User supplies BlueCat with full data for migration (e.g., export from existing systems, and/or spreadsheets) one (1) week prior to kickoff.
 - b. Kickoff
 - i. End User environment is provisioned (including rack and stack of physical and virtual appliances, IPs assigned, firewall configurations complete, network communications validated between servers for all required firewall ports, SNMP, SMTP, NTP, logging and other advanced parameters) and ready at kickoff.
 - ii. End User shall ensure that adequate access to the End User’s staged BlueCat environment, services, and tools, and that the staged BlueCat environment has access to external services, including the Internet, useful in facilitating the success of the project, unless previously discussed and optional time is included in the Project.
 - iii. End User shall provide a suitable lab or non-production environment for testing required to complete the Services identified in this SOW. The lab environment should be available throughout the project. If End User chooses to perform testing on production network rather than in isolated lab environment, End User accepts the risk associated with testing new solutions in a non-lab environment.
 - c. Post-kickoff
 - i. End User identifies proposed MTP dates one (1) week after kickoff.
 - 01. A specific number of MTP events are included with the BlueCat Bundle purchased, however, additional MTP events may be estimated for some

environments and, unless End User specifies otherwise or deems this to be impractical, BlueCat's initial planning and Quote will include the estimated number of MTP events based on information known at the time the BlueCat Quote is created.

02. Changes to the number and frequency of MTP events may impact the Services Period, as identified in the Services Bundle purchased, which may require Change Control and additional costs by Customer.

ii. Project timeline agreed to as identified on the Quote.

3. End User commits to the agreed-upon timeline, including all dates, deliverables, and availability of resources required for successful completion of the Project.
4. Customer agrees that BlueCat will not be responsible for any delay resulting from deviations from, or failure to meet the assumptions and responsibilities, in this document. Customer further agrees that, if any of the assumptions are incorrect or invalid and/or if Customer or End User fails to meet its responsibilities as set out in this document, BlueCat will assess the impact on the Project cost and Project duration ("Engagement Period") and provide such information to Customer, including additional time required, at additional cost to Customer, to complete the Project.

PROJECT EXCLUSIONS

The following activities are considered out of scope for this project:

1. Development of custom interfaces or scripts required to integrate the BlueCat solution(s) with End User 3rd party systems, unless explicitly defined in the Service Description on the Quote.
2. Migration of data existing outside of the systems identified in the Service Description on the Quote.
3. Physical installation and network configuration (rack/stack/IP/configuration) of BlueCat appliances and End User's network environment.
4. Enterprise firewall configuration to allow proper communication of BlueCat appliances and services throughout the environment.
5. Coordination of MTP dates within End User's organization, including communication of MTP dates/activities to End User employees or lines of business affected by MTP events.
6. Development of operational documentation and/or procedures, including customized training, configuration, or implementation documents, End User's internal templates for any such training, configuration, or implementation documents, or procedural or user documents such as run books and User Acceptance Test ("**UAT**") plans.
7. Customization of the BlueCat solution(s) beyond what is required and supported by the out-of-the-box functionality.

8. Configuration or data changes within existing End User systems.
9. VLAN tagging and/or User Defined Field (“UDF”) creation, and/or manual or automated meta-data entry or import.
10. Installation, configuration, setup, or decommissioning of any BlueCat, existing End User, or 3rd-party systems, technologies, or integrations not specifically included in the Service Description on the Quote.
11. Dedicated resource allocation, for any BlueCat resource, during the Services Period as defined on the Quote.
12. Implementation or configuration of BlueCat software or appliances where either or both are beyond their End-of-Support date.

FEES AND PROJECT DURATION

Project start and end dates can be confirmed with End User only after a signed copy of a purchase order has been submitted to BlueCat.

BlueCat will allocate staff and resources to provide the Services within the Services Period described in the Quote. BlueCat reserves the right to engage a certified Professional Services Partner to complete the implementation of the BlueCat Integrity Bundle.

Any scope or activities outside of the Project (“Changes”) as described in the Quote provided are not included in the Fees. Should Changes be requested or required, a new PS scoping engagement will need to occur. A new Estimate and Statement of Work will be required. The cost for any such Changes will be provided to the Customer for approval prior to any work being initiated and a new Statement of Work will need to be completed.

Customer acknowledges that for BlueCat to successfully achieve the Project goals for this Project within the estimated Project duration, Customer must make available the required assets and personnel and must take such steps as required to fulfill the associated tasks. In the event Customer fails to do so, Customer shall be responsible for the associated delays and missed milestones and additional effort and fees that may be required.

In the event that Customer fails to fulfill its obligations to the extent that BlueCat is unable to provide the Services or cannot complete the Services within the estimated Project duration, or an alternative Project duration as approved jointly by BlueCat and End User, BlueCat may advise Customer and End User that the Services are on hold until such time as End User is able to devote sufficient time and resources.

BlueCat shall determine the particular BlueCat resources required for the delivery of this Project and may staff multiple BlueCat resources or provide suitable partners to complete the delivery of this project. BlueCat may also use this project for internal training purposes by assigning non-billable resources to monitor or assist in the execution of the Project.

During the term of this engagement and for one year thereafter, Customer will not directly or indirectly

solicit, employ or engage any of the BlueCat staff assigned to provide the Services or cause any of them to terminate his or her relationship with BlueCat, unless in response to a bona-fide advertisement or general solicitation for employment posted publicly by End User.