CLOUD SERVICES ADDENDUM

This Cloud Services Addendum (the "**Addendum**") supplements an existing purchase agreement between BlueCat and Customer for BlueCat products or services (the "**Agreement**") which does not contain terms for the purchase of Cloud Services. All other terms of the Agreement shall remain in full force and effect, including any terms with respect to ordering and payment which shall apply to the Cloud Services. Solely for Cloud Services, in the event of a conflict between the terms of this Addendum and the Agreement, this Addendum shall govern and control.

1.   DEFINITIONS

1.1.   **Definitions.** In this Addendum, 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 Cloud Services issued by Customer to Authorized Users pursuant to this Addendum;

(b)   **"Acceptable Use Policy"** means BlueCat's acceptable use policy located at https://www.bluecatnetworks.com/license-agreements/;

(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)   **"Addendum"** means this Cloud Services Addendum, all schedules annexed and any other document incorporated by reference herein;

(e)   "**Ancillary 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 Cloud Services;

(f)   "**Authorized User**" means any employees and agents of Customer, who Customer gives access to the Cloud Services pursuant to this Addendum;

(g)   **"BlueCat"** means the BlueCat legal entity that is a party to the Agreement;

(h)   "**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;

(i)   "**Customer**" means the customer entity that purchases Cloud Services under the Agreement;

(j)   "**BlueCat Data**" means (I) usage data, performance data, technical data, set-up and configuration data, and other data associated with Customer's use of the Cloud Services or the performance of the Cloud Services, (ii) data, information, statistics, results, feeds, graphs, analysis and reports computed and generated by or from the Cloud Services, (iii) information, metrics, logs, inventory reports and issues identified regarding devices that the Cloud Services might be connected to, and (iv) all data provided by Customer through access or use of the Cloud Services that has been anonymized, aggregated, or de-identified. BlueCat Data is not Customer Data.

(k) "**Cloud Services**" means a software-as-a-service offering hosted by or on behalf of BlueCat and made available by BlueCat for subscription by Customer, as well as any Ancillary Service Software and any Support for the Cloud Services, and any software made available for access and use as part of the Cloud Services as set out at https://www.bluecatnetworks.com/license-agreements/;

(l) **"Customer Data"** means data or information provided by Customer to BlueCat through access or use of the Cloud Services. Customer Data excludes BlueCat Data;

(m) **"Data Processing Addendum"** means the applicable Data Processing Addendum located at https://www.bluecatnetworks.com/license-agreements/;

(n) **"Documentation"** means all standard user guides, on-line user guides, operating manuals and release notes for the operation of the Cloud 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 Cloud Service;

(o) "**Entitlement**" means the specific metrics, duration and quantity of the Cloud Service acquired as described at https://www.bluecatnetworks.com/license-agreements/ and identified in the applicable Purchase Order;

(p) "**Effective Date**" means the date when BlueCat first provides access to a Cloud Service to Customer;

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

(s) **"Personal Data"** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

(t) "**Service Level Schedule**" means the service level schedule related to Cloud Services, as may be updated by BlueCat from time to time and published at https://www.bluecatnetworks.com/license-agreements/;

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

(v) "**Subscription Period**" mean the time period of each Subscription set out in the applicable Purchase Order and commences upon earliest delivery of the applicable Cloud 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 applicable Cloud Service; and

(w) **"Support"** means the support services set out in the BlueCat Customer Care Support Handbook.

2. General Terms

2.1. **Access and Use.** Subject to the terms and condition of this Addendum, Customer may remotely access and use the Cloud Services on a non-exclusive, non-transferable, non-assignable basis up to the Entitlement for the applicable Subscription Period identified on a Purchase Order. The Cloud Services are provided or made available based on the Entitlement. Usage of the Cloud Services may not exceed the applicable

Entitlement. Where Customer's usage exceeds its Entitlement, Customer will be invoiced for any over usage at the then-current list price.

2.2.   **Service Levels, Sole Remedy.** BlueCat will make the Cloud Service available to Customer in accordance with the applicable 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 applicable Cloud Service; (b) Customer has breached or continues to breach this Addendum or the Agreement; and/or (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 Cloud Service (e.g. security recommendations emanating from the applicable Cloud 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. The Cloud Services are otherwise provided "as is", per the disclaimer in Section 2.9.*

2.3.   **Security.** BlueCat will maintain commercially reasonable administrative, physical and technical safeguards for the protection, confidentiality and integrity of the Cloud 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 Addendum. 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 Cloud 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.   **Updates and Modifications.**   Customer acknowledges and agrees that from time to time BlueCat may apply updates to, or otherwise revise, the Cloud Services and that such updates and/or revisions may result in additions, modifications or removal of functionality, features, content or the appearance of the Cloud Services.

2.6.   **Ancillary Services Software.** BlueCat grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to use the Ancillary Service Software during the applicable Subscription Period solely for Customer's internal business purposes. In addition, BlueCat shall provide Support for the Ancillary 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 Cloud Services, as applicable, ends. At such time, each copy of the Ancillary Service Software must be promptly uninstalled or BlueCat may disable the Ancillary Service Software.

2.7.   **Acceptable Use Policy.** Customer agrees to, and agrees to ensure that its Authorized Users will, comply with the Acceptable Use Policy. Neither this Addendum 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 Addendum, but BlueCat is free to take any such action it sees fit, in addition to any other remedies BlueCat may have.

2.8.   **Delivery, Access.** BlueCat shall arrange for delivery by making the Cloud Services available for use by providing login credentials to Customer, at which point delivery will deemed complete.

2.9.   **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 2.2, BLUECAT DOES NOT REPRESENT OR WARRANT THAT THE CLOUD 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 ANY OF THEM. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 2.2, THE CLOUD 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 CLOUD SERVICES IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

3. **OWNERSHIP, INTELLECTUAL PROPERTY, DATA, PRIVACY**

3.1. **Ownership.** As between the parties, all ownership and Intellectual Property Rights in and to the Cloud Services belong to BlueCat, its Affiliates or its licensors. Customer receives no title or ownership in any of the foregoing. BlueCat reserves all rights not expressly granted under this Addendum.

3.2. **BlueCat Data.** Customer acknowledges that BlueCat and its Affiliates may collect and process BlueCat Data and the Cloud Services may automatically send BlueCat Data to BlueCat and its Affiliates. All Intellectual Property Rights in and to BlueCat Data belong to BlueCat. BlueCat may use BlueCat Data for its own internal purposes, such as to develop, test, improve, increase service and product value, train machine learning or other artificial intelligence algorithms, optimize the Cloud Services and/or publish aggregate information, subject in all cases to applicable laws and provided that BlueCat shall not disclose any data that identifies the Customer or any individual.

3.3. **Customer Data.** All ownership rights in and to Customer Data belong to Customer. Customer hereby consents and grants to BlueCat a non-exclusive, worldwide right to use, process and transmit the Customer Data so that BlueCat may (i) provide or administer the Cloud Services, (ii) monitor compliance with this Addendum, and (iii) manage its relationship with the Customer. Customer has sole responsibility for, and BlueCat disclaims all liability for, the Customer Data. Customer represents and warrants that Customer has all rights in the Customer Data that are necessary and sufficient to grant the rights contemplated by this Addendum. If Customer Data includes any Personal Data, BlueCat will process such Personal Data pursuant to the terms of its Privacy Statement, available at https://www.bluecatnetworks.com/privacy/, and the parties agree that the Data Processing Addendum forms a part of this Addendum and is incorporated herein by reference.

3.4. **Third Party and Open-Source Software.** Cloud Services may contain third-party components, including open-source software, as described in the Documentation. The applicable third-party terms, including open-source license terms, described in the Documentation will control will respect to the third-party components.

4. **LIABILITY**. THE TOTAL AGGREGATE LIABILITY OF BLUECAT AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS TO CUSTOMER IN CONNECTION WITH THIS ADDENDUM AND THE CLOUD SERVICES WILL BE AS SET OUT IN THE AGREEMENT, EXCEPT THAT IN NO EVENT WILL BLUECAT'S LIABILITY FOR BREACH OF SECTION 2.3 OR OTHERWISE FOR BREACHES OF SECURITY OBLIGATIONS IN THE AGREEMENT EXCEED THREE (3) TIMES THE TOTAL OF ALL AMOUNTS PAID TO BLUECAT IN CONNECTION WITH THE AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

5. **SUBSCRIPTION PERIODS, TERM, TERMINATION AND SUSPENSION**

5.1. **Term of Addendum.** This Addendum is effective during the period commencing as of the Effective Date and expires on the date that the last Cloud Service hereunder expires or is terminated, unless this Addendum is terminated earlier in accordance with the terms of the Agreement. BlueCat may terminate this Addendum or cease providing any Cloud Service upon non-payment of any fees or any suspension of Cloud Services pursuant to Section 5.2 for thirty (30) days or more.

5.2. **Suspension of Cloud 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 Cloud Services, in addition to any other remedies BlueCat may have: (a) any breach of the material provisions of this Addendum or the Agreement; (b) Customer's failure to cooperate with BlueCat's reasonable investigation of any suspected violation of this Addendum; (c) access or manipulation of the Cloud Services without BlueCat's consent; (d) any circumstance that requires suspension of the Cloud Services in order to protect

the Cloud Services, BlueCat, or its customer's data; or (e) suspension required by law.

5.3. **Termination Obligations.** Upon the earlier of termination of this Addendum, or termination or expiration of any outstanding Subscription Period, Customer shall cease to access and use the Cloud Service and any Documentation. BlueCat shall make Customer Data available to Customer for download for thirty (30) days following termination and BlueCat may destroy all Customer Data upon the expiry of such thirty (30) day period.

5.4. **Survival.** Notwithstanding the termination or expiry of this Addendum, all obligations which either expressly or by their nature are to continue after the termination of this Addendum shall survive and remain in effect, including, without limitation, Sections 2.9, 3, 4, 5.3, 5.4 and 6.

6.   MISCELLANEOUS PROVISIONS

6.1. **Monitoring.** BlueCat reserves the right to audit and monitor Customer's use of the Cloud Services and compliance with this Addendum. During the Subscription Period and for twelve (12) months after its expiry or termination, Customer will maintain complete and accurate records of use of the Cloud Services to confirm compliance with this Addendum. Upon reasonable advance notice, and no more than once per twelve (12) month period, Customer will, within 30 days from BlueCat's notice, allow BlueCat and/or its auditors access to such records and any applicable books, systems, Ancillary Service Software and accounts during Customer's normal business hours.

6.2. **Assignment; Subcontractors.** Without the prior written consent of BlueCat, Customer may not assign this Addendum 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 Addendum and Customer remains responsible for Affiliate's compliance with this Addendum, including payment of all fees. BlueCat may use subcontractors and/or subprocessors to perform its obligations under this Addendum provided BlueCat shall remain responsible for the performance of its subcontractors and subprocessors.

6.3. **Entire Agreement.** This Addendum and the Agreement contain 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 Addendum shall be effective or binding unless agreed to in writing by both Parties.