



MANAGED SERVICE TERMS AND CONDITIONS

Provision by Customer of Managed Services is subject to (i) the terms and conditions herein, and (ii) the master agreement previously agreed to by your organization (“**Customer**”), or if none, then to the master agreement available at <https://bluecatnetworks.com/license-agreements/> (as applicable, together with these terms and conditions, the “**Agreement**”). Capitalized terms used but not defined in these terms and conditions shall have the meaning set out in the Agreement.

- 1. Managed Services for End Customers.** The Parties acknowledge that the Customer may purchase BlueCat products in order to provide managed services (“**Managed Services**”) for its end user customer (“**End Customer**”). Customer shall obtain in writing each End Customer’s agreement that the products and Managed Services are for such End Customer’s internal use only. Customer shall use the products only for providing Managed Services to End Customers. Customer shall ensure that all use, if any, of the BlueCat products by the End Customer complies with the terms of the Agreement including, without limitation, with respect to protection of BlueCat’s intellectual property rights and confidential information. Customer shall indemnify and defend BlueCat, its affiliates and their licensors against all claims or demands related to the Managed Services and the BlueCat products from End Customers.
- 2. Transfer of License for Managed Services.** In the event of any termination of the relationship between Customer and the End Customer, Customer may transfer to End Customer or if instructed to do so by End Customer, transfer to a replacement provider, the license(s) for the applicable products, subject to prior written notice to and consent of BlueCat. Should Customer’s transfer of the products be to a replacement provider, such replacement provider’s license to the products shall be solely and exclusively for use in that replacement provider’s provision of managed services to End Customer. In order to effect such a transfer, Customer shall provide BlueCat with prior written notice of the transfer and shall execute, and arrange for End Customer to execute, an assignment agreement whereby End Customer and, if applicable, its replacement provider, agree to comply with the terms and conditions of the Agreement.