



Company Address MuleSoft Inc.  
77 Geary Street, Suite 400  
San Francisco, CA 94108  
415.229.2060  
info@mulesoft.com

Date: March 23, 2016  
Valid Until\*: April 8, 2016  
Order Form #: Q-10289  
Master Subscription Agreement #: DUO-MSA-1

Customer Information			
Name	Duo Security, Inc.	Address	123 North Ashley Street, Suite 200
Phone			Ann Arbor, MI 48104
E-mail	ap@duosecurity.com		United States
Invoice To:			
Name	Accounts Payable	Address	123 North Ashley Street, Suite 200
Company	Duo Security, Inc.		Ann Arbor, MI 48104
Phone			United States
Email	ap@duosecurity.com		
Issue License Key To:			
Name	Christopher Gasparovic		
Title	Director of Business Services		
Dept:			
Phone	(734) 646-9599		
Email	cgasparovic@duosecurity.com		

Anypoint Platform	Quantity	Unit Price	Price
Platinum Subscription	1.00	USD 30,384.13	USD 30,384.13
Term: April 1, 2016 - March 31, 2017			
Anypoint Platform Base Subscription	1.00	USD 48,600.85	USD 48,600.85
Term: April 1, 2016 - March 31, 2017			
Production vCore	2.00	Included	USD 0.00
Pre-Production vCore	4.00	Included	USD 0.00
API Manager and Analytics	1.00	USD 43,472.26	USD 43,472.26
Term: April 1, 2016 - March 31, 2017			

Anypoint Platform - Professional and Training Services	Quantity	Unit Price	Price
TRAINING: CloudHub Operations Online (1 Day)	1.00	USD 475.00	USD 475.00
SERVICES: Custom Consulting (Per Hour) - Senior Technical Consultant	240.00	USD 213.75	USD 51,300.00
SERVICES: Custom Consulting (Per Hour) - Solution Architect	80.00	USD 264.00	USD 21,120.00
TRAINING: Anypoint Platform Essentials Online (5 Days)	2.00	USD 2,375.00	USD 4,750.00

**Products & Services Total:** USD 200,102.24

#### The terms above shall have the following meaning

**PRODUCTION:** Software or cloud offerings used in a live production environment, being actively used to process data or provide information to end-users, but not being simultaneously used for development or pre-production purposes.

**PRE-PRODUCTION:** Software or cloud offerings used in any non-Production environment for development, sandbox, quality assurance, testing, or staging purposes.

**CORE:** May refer to either a physical CPU core, or a "virtual core" (also referred to as a vCPU), which is a logical partition of a physical CPU core. When deploying on Amazon EC2, each EC2 vCPU shall be counted as 1 core, except for t2 instances. For t2 instances, the number of cores in use by an EC2 instance shall be calculated as the total number of CPU minutes available in a 24 hour period, divided by the total number of minutes in a 24 hour period.

#### **VCORE:**

A unit of compute capacity for processing on CloudHub, which is equal to one virtual core. Up to ten Mule Applications can be deployed for every VCore purchased.

#### **CONNECTOR:**

A connector provides connectivity to other applications and/or protocols. A connector is any Mule extension that is built as an Anypoint DevKit Connector or any Mule Transport implementation whether it is included within Mule Studio, downloaded from the extensions repository or Anypoint Exchange, custom built, or acquired through other means.

Anypoint Platform Subscription Plan details can be found here: <https://www.mulesoft.com/prod-subscription-plans>, subject to changes if and when new product versions become available.

\*MuleSoft reserves the right to reject this Order Form if it is not signed by Customer and received by MuleSoft by the Valid Until date.  
All pricing on this Order Form is subject to Customer accepting the terms of the Contract(s) between Customer and MuleSoft referenced above.  
The pricing herein shall be deemed confidential information of MuleSoft and shall not be shared with any third party.

The price does not include any applicable taxes.

Subscription term for this Order Form is defined in the corresponding invoice that references this Order Form #.

This Subscription shall commence on the Subscription Start Date, unless such Subscription Start Date is before the date of last signature on this Order Form. If the Subscription Start Date is before the date of last signature, the Subscription shall begin on the date of last signature of this Order Form.

Customer will reimburse MuleSoft for travel and living expense incurred by MuleSoft personnel in providing Services.

#### Payment Terms

Customer will be invoiced on the date this Order Form is executed. Payment Terms: All fees due net 30 days from date of invoice.

All pricing on this Order Form is subject to Customer accepting the terms referred to below.

Is a PO Required to be invoiced? If Yes, PO#: \_\_\_\_\_

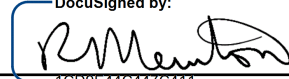
If No, Customer Initials: \_\_\_\_\_

RM

#### Signature

##### CUSTOMER

Signature:

DocuSigned by:  


Print Name:

Raffaele Moutone

Print Title:

CIO

Date:

3/31/2016

Address:

Duo Security, Inc.

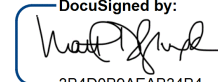
123 North Ashley Street, Suite 200

Ann Arbor, MI 48104

Attention:

##### MULESOFT, INC.

Signature:

DocuSigned by:  


Print Name:

Matthew Langdon

Print Title:

CFO

Date:

3/31/2016

Address:

MuleSoft Inc.

77 Geary Street, Suite 400

San Francisco, CA 94108

Attention:



## STATEMENT OF WORK TITLE (“SOW”): MuleSoft Assistance for Duo Security

SOW Reference ID: DuoSecurity\_Integration\_Platform\_20160321

21<sup>st</sup> March 2016

### **Order Form/ Standard Terms**

This SOW is governed by the terms of the Order Form #Q-10289 executed between MuleSoft and Duo Security Inc. (Duo Security Inc. or “Customer”) and the Master Subscription Terms referenced in the Order Form which are fully incorporated therein. In the event of any conflict between this SOW and the Master Subscription Terms, the SOW shall govern.

### **Estimated Duration**

Project start date: 11<sup>th</sup> April 2016 (Estimated)

Project end date: 10<sup>th</sup> June 2016 (Estimated)

### **Services**

The scope of this Statement of Work is to assist Customer with architecture enablement for the implementation and adoption of MuleSoft Integration and API Management products, and to define two use cases (as describe below) on to Customer’s MuleSoft Customer platform/integrations services. The project will also include enablement of Customer resources through joint development shadowing.

This includes the following

Project Phase	Objective	Deliverables	Duration	Resource & Estimated Effort
Architecture Discovery & Blueprint workshop	<ul style="list-style-type: none"> <li>Understand current state Duo integration architecture and map to target landscape architecture recommendation leveraging MuleSoft Anypoint platform</li> <li>Security Patterns defined for common authentication and authorization</li> <li>High Availability and Fail over design</li> <li>Define a sample application and validate each environment</li> <li>Define initial architecture, use cases design, and data flows for up to 4 core systems, bi-directional integration with SFDC</li> <li>Analyze current integrations and prioritize up to 2 key use cases that will be part of the engagement</li> <li>Design high-level Mule flows and mock application architecture as reference implementation for identified use cases</li> </ul>	Solution Architecture Document	2 Weeks	Solution Architect (80 hours)
Infrastructure Setup & Design of Common Services	<ul style="list-style-type: none"> <li>Setup and configure Mule integration and API platform in 3 environments</li> <li>Deploy a sample application and test the infrastructure</li> <li>Design and incorporate the following core services:               <ol style="list-style-type: none"> <li>Authentication/ Authorization</li> <li>Error and Exception handling</li> <li>Notification Services</li> <li>Logging Integration to provide visibility on integration and API's</li> <li>Reliability pattern for external systems</li> </ol> </li> </ul>	Mulesoft Cloud Hub Infrastructure Configured in 3 environments  Solution Design & Implementation of Core Services  Working Sample Application		



	integration			
Solution Implementation Sprint 1	<ul style="list-style-type: none"> <li>Analyze requirements for the identified use case-1 scenarios and implement the following as a repeatable pattern:               <ul style="list-style-type: none"> <li>Implementation of identified use cases leveraging Mulesoft recommended integration best practices</li> <li>Incorporate API security authentication and authorization service options</li> <li>Implement business and process level API's for exposing identified use cases</li> <li>Implement system API's for access to core systems related to identified use cases</li> </ul> </li> <li>Enable Customer's team through development shadowing</li> <li>Source Code, Build/Deploy Processes recommendations</li> <li>Unit, Performance, and Regression Testing Framework recommendations</li> </ul>	Development, Unit Testing and Deployment of Use Case 1	3 Weeks	Senior Consultant (120 hours)
Solution Implementation Sprint 2	<ul style="list-style-type: none"> <li>Execute implementation activities for Use Case 2 as described above as part of Sprint 1</li> <li>Assist with deploying Mule deployment to QA environment</li> <li>Provide Knowledge Transition and Support</li> </ul>	Development, Unit Testing and Deployment of Use Case 2	3 Weeks	Senior Consultant (120 hours)

## Project Roles

### MuleSoft Team Project Roles

Roles	Responsibilities
Solution Architect	<p>The Solution Architect is involved throughout the project; starting from kick-off to final presentation, to provide deliverable continuity and consistency.</p> <p>Project activities include:</p> <ul style="list-style-type: none"> <li>Participate in project kick-off and architecture review sessions</li> <li>Review requirements, participate in sprint planning and develop prioritized backlog of the services to be implemented</li> <li>Determine best practices for implementing the services</li> <li>Define and ensure adherence to architectural best practices and guidelines</li> <li>At targeted project stages, deliver summary of the engagement and final recommendation</li> <li>Provide coaching and mentoring to Customer technical staff as required</li> </ul>
Sr. Consultant	<p>The Senior Consultant is involved in the design, construction, and testing phases of the project.</p> <p>Project activities include:</p> <ul style="list-style-type: none"> <li>Assist with implementation of the services per the agreed on Sprint schedule</li> <li>Guide Customer resource so the developed services adhere to architectural best practices and guidelines</li> <li>Conduct manual testing for implemented solution, and remediate issues</li> <li>Deploy to pre-production environments and assist with production deployment.</li> <li>Perform knowledge transfer activities</li> </ul>



## Customer Team Project Roles

Roles	Responsibilities
Project Manager	<ul style="list-style-type: none"> <li>• Provide overall project direction and guidance. Demonstrate senior management commitment through active participation in the project.</li> <li>• Ensure availability and commitment of Customer contributors.</li> <li>• Serve as escalation point for unresolved issues.</li> <li>• Managing scope and technical resources</li> <li>• Assist with the coordination of Customer's SME and IT resources schedules and resolve internal barriers to progress.</li> </ul>
Subject Matter Expert (SME)	<ul style="list-style-type: none"> <li>• Participate in the requirements and planning sessions</li> <li>• Participate in the User Acceptance Testing and Usability Testing.</li> </ul>
IT Operations	<ul style="list-style-type: none"> <li>• Provide network support for configuring</li> <li>• Provide security requirements</li> <li>• Participate in architecture discussions/decisions</li> <li>• Oversee and participate in knowledge transfer</li> <li>• Provide general support for network and system access as required</li> <li>• Provides on-going operations support after go-live</li> </ul>
Architect/ Developer	<p>In the event that Customer will continue development of these applications after the engagement, a member of the Customer's technical team with MuleSoft capabilities will perform the following:</p> <ul style="list-style-type: none"> <li>• Design and develop features and functionality</li> <li>• Define and create test cases</li> <li>• Conduct manual testing for implemented solution</li> <li>• Participate in knowledge transfer</li> <li>• Assume responsibility for on-going maintenance and support of Mulesoft delivered flows and integration.</li> </ul>

**Engagement prerequisites**

- Duo will have 2 team members trained in Mule platform before the start of the engagement. Duo architects are responsible for the implementation with the guidance from Mulesoft Architect
- Customer will provide mapping and functional design documentation for the use cases
- Customer resources will attend "Anypoint Platform Essential" training prior to start of engagement.

**Assumptions**

MuleSoft's ability to perform the Services and corresponding estimate(s) depends upon Customer's fulfilment of the following obligations and the following project assumptions:

- Customer will provide a Project Manager who will be the primary interface for the coordination and management of any MuleSoft activities.
- Customer shall provide MuleSoft the infrastructure set up, testing data (if any) and timely access to relevant functional, technical and business resources, such as appropriate architects and engineers with adequate skills and knowledge, to support the performance of Services.
- MuleSoft will have appropriate access rights to the Mulesoft components deployed in target environments(physical or virtual server).
- Quality and validation of implementation will be done by Duo team participating in the implementation sprint phases
- Contact information (email, desk phone, mobile phone) will be made available for project members.
- Services will be performed onsite/remotely as mutually agreed between Customer and MuleSoft.
- Customer's Operations team will complete CloudHub Operations training before the Production Deployment phase of the project.



### **Customer Requirements**

- **Documents:** Provide necessary design documents to MuleSoft consultants so MuleSoft has the insight to support the identified tasks.
- **Hardware and Facilities:** If appropriate, provide office space, phones, network connectivity and computer systems for any on-site personnel.
- **Licenses:** Obtain the software products identified in this SOW and third party licenses for development tools as needed to support the development and maintenance efforts.
- **Business Experts:** Provide timely access to business experts in order to resolve business process and data modelling issues. If necessary, Customer will provide a translator to allow MuleSoft to work with non-English-speaking business experts.
- **Technical Consultancy:** Provide timely access to technical resources for supporting contractors

### **Price and Payment Schedule**

The estimated duration and pricing for the Services are set forth below. Services will be completed on a Time & Materials basis. Acceptance of Services is upon delivery.

Resource	Estimated Duration (Hrs.)	Rate per Hr.	Estimated Cost
Solution Architect	80	\$264	\$21,120
Senior Consultant	240	\$213.75	\$51,300
Total			\$72,420

MuleSoft will invoice the Customer for the actual hours worked on a monthly basis with payment terms net 30 days. Any hours under this SOW not consumed within twelve (12) months from the date of execution of this SOW will expire with no further obligation from MuleSoft. Final payment for expired hours will be invoiced and due in full at time of expiration.

Rates for work carried out on weekends and public holidays shall be charged to the Customer at two times (2x) the rates identified above. The estimated total for this Work Order is for the labor costs only and does not include any costs for travel, living or other expenses, which are additional and payable by Customer. MuleSoft requests at least three weeks advance notice for Services after execution of the SOW.

The Services will be performed on-site at the Customer's offices and off-site at MuleSoft offices as appropriate. In accordance with the MuleSoft travel and expense policy, MuleSoft resources operate on a 5-4-3 work week that includes 5 days working on Customer-related activities, 4 days at the Customer site, and 3 nights away from home. This schedule typically corresponds to arriving at the Customer work site on Monday morning and leaving on Thursday evening. Specific exceptions to this policy can be granted as needed.

### **Change Order**

If at any point during the project the obligations or assumptions change, then a change order request must be issued. The change order request will address the adjustment to the project's scope, timelines and/or resources.

### **Additional Reimbursable Costs:**

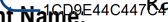
Reasonable expenses including travel and living costs and other project related costs (such as hardware and software, which, may be acquired by MuleSoft to support the project implementation) shall be invoiced to Customer. MuleSoft consultants will be entitled to home (or equivalent) visits every weekend unless an agreement is reached on a case-by-case basis. Budgetary travel costs are estimated to be 20%-25% of labor costs and should be incorporated into any required purchase order to ensure timely payment.



MuleSoft™

DocuSigned by:  
Customer: Duo Security Inc.

By:  \_\_\_\_\_

Print Name:  Raffaele Moutone \_\_\_\_\_

Title: CIO \_\_\_\_\_

Date: 3/31/2016 \_\_\_\_\_

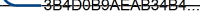
Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DocuSigned by:

MuleSoft Inc. 

By:  \_\_\_\_\_

Print Name: Matt Langdon

Title: CFO

Date: 3/31/2016 \_\_\_\_\_

Address: 77 Geary Street, Suite 400,  
San Francisco, CA 94108

Order form #Q-10289 is attached to this document and must be completed and signed in order for services stated in the scope of this project to be delivered.

PLEASE SIGN, SCAN and EMAIL SOW to [matthew.oconnor@mulesoft.com](mailto:matthew.oconnor@mulesoft.com)  
ORIGINALS if necessary to 77 Geary Street, Suite 400 | San Francisco, CA 94108

# Master Subscription Agreement

77 Geary Street, Suite 400 ♦ San Francisco, CA 94108 Phone: 877-685-3677 ♦ Fax: 415-227-0842

## Master Subscription Agreement

#DUO-MSA-1

This Master Subscription Agreement ("**Agreement**") is effective as of March 31, 2016 ("**Effective Date**") by and between MuleSoft, Inc. ("**MuleSoft**") and Duo Security, Inc. ("**Customer**"), with its principal offices at 123 North Ashley Street, Suite 200, Ann Arbor, MI 48104.

### 1. Definitions.

- 1.1 "Affiliate" means any entity that Customer, directly or indirectly, controls; an entity that controls Customer; or an entity that is under common control with Customer. For purposes of this provision, "control" means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity.
- 1.2 "Cloud Offerings" means the proprietary MuleSoft web-based products and services that may be set forth on an Order Form and subsequently made available by MuleSoft via the customer login link at [anypoint.mulesoft.com](http://anypoint.mulesoft.com) and other web pages designated by MuleSoft including associated offline components, as described in the User Guide (but excluding Third Party Solution Components or infrastructure).
- 1.3 "Confidential Information" means all code, inventions, know-how, business, technical and financial information that one party ("Receiving Party") obtains from the other party ("Disclosing Party"); provided that such information is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure; and provided further that any software, documentation or technical information provided by MuleSoft (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of MuleSoft without any marking or further designation.
- 1.5 "Customer Data" means Customer's electronic data other than Log Data.
- 1.6 "Documentation" means the technical specification documentation generally made available by MuleSoft to its subscription customers with regard to the Software.
- 1.7 "Log Data" means metadata about services in the cloud, logs, audit trail events and metrics.
- 1.8 "Materials" means any materials provided by MuleSoft to Customer in connection with the provision of Services.
- 1.9 "Order Form" means a MuleSoft standard ordering document referencing this Agreement and reflecting the products and Services purchased by Customer.
- 1.10 "Order Form Effective Date" means the later to occur of (i) Order Form signed by Customer and MuleSoft, and (ii) the date of delivery of the access granted to the Cloud Offerings, if any.
- 1.11 "Results" means the separate integration solutions, applications or program code that Customer creates through the permitted and contemplated use of the Cloud Offerings (but expressly excludes Cloud Offerings, Materials, User Guides, and all derivative works thereof, as well as deliverables and other results of Services).
- 1.12 "Services" means professional consulting services purchased by Customer in the applicable Order Form and relating to assistance with Cloud Offerings installation, deployment, or usage; or development or delivery of additional related software or technology.
- 1.14 "SOW" means a Statement of Work between MuleSoft and Customer with respect to Services.



- 1.15 "Subscription" means the Customer's right to access and use the relevant Software or Cloud Offerings and Support and Maintenance on a subscription basis, as and to the extent listed on a mutually executed Order Form.
- 1.16 "Subscription Term" means the duration of a Subscription as set forth on an Order Form or as specified in Section 3.1.
- 1.17 "Support and Maintenance" means the applicable support and maintenance services as provided for in the following link: <https://www.mulesoft.com/legal/support-maintenance-terms>.
- 1.18 "Term" means the period commencing as of the Effective Date and expiring on the day that the last Subscription Term under this Agreement terminates.
- 1.19 "Third Party Solution Components" means online applications and offline software that are provided by entities or individuals other than MuleSoft and that interoperate with the Cloud Offerings.
- 1.20 "User Guide" means the online user guides and other related documentation provided by MuleSoft for the Cloud Offerings, accessible via login at <http://www.cloudhub.io> or [www.mulesoft.org](http://www.mulesoft.org), as updated from time to time.
- 1.21 "Users" means the Customer's employees and contractors which are authorized by Customer to access and use Cloud Offerings purchased under an Order Form.
- 1.22 "VCore" means a unit of compute capacity for processing on CloudHub platform, which is equal to one core.
- 1.23 "Warranty Period" means a period of thirty (30) days following the commencement of the relevant Subscription Term.

## 2. License(s); Ownership.

- 2.1 Access to Cloud Offerings. If and to the extent that the relevant Subscription covers Cloud Offerings, then the terms and conditions of Attachment 1 to this Agreement shall govern Customer's access to and use of the Cloud Offerings. With respect to the rights granted under Attachment 1, Customer covenants that it will (and will cause its Affiliates and Users to) not use or run on any of Customer's computers, or have deployed for use, a copy of the Community Edition version of the Software and will comply with all applicable laws and regulations in the exercise of such rights.
- 2.2 Ownership.
  - (a) Cloud Offerings. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided under a fully paid Subscription, MuleSoft and its suppliers have and will retain all right, title and interest in and to the Cloud Offerings (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications and derivative works thereof. Customer acknowledges that it is obtaining only a limited license right to access and use (as the case may be) the Cloud Offerings and that irrespective of any use of the words "purchase," "sale," or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise. In addition, MuleSoft will have a non-exclusive, royalty-free, worldwide, irrevocable, perpetual license to use for any purpose any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the Software or Cloud Offerings.
  - (b) Services Work Product. Customer shall have a license right to use or access any work product delivered as part of the Services, solely for its internal business purposes and solely in connection with Cloud Offerings regarding which the Services were commissioned. Other

than the limited license described in the prior sentence, MuleSoft shall retain all right, title and interest in and to any such Services work product and results and any derivative, enhancement or modification thereof.

- (c) Materials. Customer agrees and acknowledges that Customer is not obtaining any intellectual property or other rights in or to the Materials, other than the rights of use specifically granted in this Agreement. Customer will be entitled to retain and use all Materials provided to Customer solely in connection with Customer's permitted use of (as the case may be) the Cloud Offerings, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to MuleSoft. Customer shall not use any MuleSoft trademarks without MuleSoft's express written authorization.
- (d) Results; Customer Data and Log Data. Subject to all of MuleSoft's rights under 2.2(a)-(c), Customer shall own all right, title and interest in and to the Results. In addition, Customer retains all right, title and interest in and to the Customer Data and Log Data. Notwithstanding the foregoing, MuleSoft may use the Results and the Log Data as part of its efforts to improve and analyze the performance of the Cloud Offerings, solely on a generic, anonymous, aggregate basis along with MuleSoft's use of similar data from all of its customers.

### 3. Subscription Term; Payment.

- 3.1 Subscription Term and Renewals. Unless otherwise designated in the Order Form, the term of any Subscription shall be one (1) year commencing on the Order Form Effective Date of the applicable Order Form. Each Subscription Term shall automatically renew for subsequent periods of the same length as the initial Subscription Term unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Subscription Term. The rates for any Subscription Term are as specified on the applicable Order Form, and renewals or additional Subscriptions shall be at MuleSoft's then-current list Subscription rates.
- 3.2 Payment Terms. All fees are as set forth in the applicable Order Form and shall be paid by Customer thirty (30) days from invoice unless otherwise specified in the applicable Order Form. Customer shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of MuleSoft). Except as set forth in Section 9.2(c) fees are non-refundable upon payment. Payments will be made without right of set-off or chargeback. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. If payment of any fee is overdue, MuleSoft may also suspend provision of (as the case may be) the Cloud Offerings, the Services, and Support and Maintenance, until such delinquency is corrected, after having provided thirty (30) days prior written notice of such breach and the opportunity to cure as set forth in Section 4.1, below.

### 4. Term and Termination.

- 4.1 Term and Termination. This Agreement is effective during the Term. Either party may terminate this Agreement (including all related Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days thereafter)).
- 4.2 Effects of Termination. Upon expiration or termination of this Agreement for any reason: (a) any amounts owed to MuleSoft under this Agreement before such termination will be immediately due and payable; (b) Customer shall cease any and all use of the Cloud Offerings,

and destroy all copies of the latter and, upon the request of MuleSoft, so certify to MuleSoft in writing; (c) each party will return to the other party the Confidential Information of the other party that it obtained during the course of this Agreement; and (d) each party must certify in writing to the other party that it has returned or destroyed all MuleSoft Confidential Information. In the event that MuleSoft terminates this Agreement pursuant to Section 4.1, Customer will pay any unpaid fees for the remainder of the Subscription Term(s) under all the applicable Order Forms under this Agreement.

- 4.3 Suspension of Cloud Offerings. In addition to its other rights under this Section 4, MuleSoft may suspend or terminate Customer's access to the Cloud Offerings upon written notice, solely to the extent reasonably necessary, in order to: (a) prevent damage to or degradation of, the Cloud Offerings caused by Customer; or (b) comply with any law, regulation, court order, or other governmental request or order which requires immediate action. If suspended, MuleSoft will promptly restore use of the Cloud Offerings to Customer as soon as the event giving rise to the suspension has been resolved to MuleSoft's reasonable satisfaction.
- 4.4 Survival. Sections 2.2, 3, 4.2, 4.4, 5.4, 8, 9, 10 and 11 shall survive any termination or expiration of this Agreement.

## 5. Acceptance; Warranties.

- 5.1 Acceptance. None of the Cloud Offerings, Support and Maintenance or Services shall be subject to contractual acceptance, and all of the foregoing shall be deemed accepted upon delivery.
- 5.2 Limited Warranties. The limited warranties and remedies applicable to the Cloud Offerings, are as expressly set out in Attachment 1 and Attachment 2, respectively. With respect to Services, MuleSoft warrants only that the relevant Services will be performed consistent with generally accepted industry standards. If the Services do not conform to such warranty, MuleSoft will re-perform the non-conforming Services. The remedies in Attachment 1 and Section 5.2 are Customer's sole and exclusive remedies for breach of the relevant warranty and are MuleSoft's sole and exclusive liability for breach of such warranty.
- 5.3 Warranty Exclusions. The warranties in Attachment 1 and Section 5.2 are made to and for the benefit of Customer only. The warranties will apply only if (a) the relevant MuleSoft product has been properly installed and used in accordance with the instructions in the applicable Documentation; (b) no modification, alteration or addition has been made to the relevant MuleSoft product by anyone other than MuleSoft; and (c) MuleSoft receives written notification of the breach within thirty (30) days following the date the relevant MuleSoft product was initially licensed, and in the case of Services, within ten (10) days following the performance of the relevant Services. . The above warranties shall not apply: (i) to defects in the MuleSoft product due to negligence, abuse or improper use by Customer; or (ii) items provided on a no charge or evaluation basis.
- 5.4 DISCLAIMER OF WARRANTIES. THE WARRANTIES (IF ANY) LISTED IN ATTACHMENT 1, AND SECTION 5.2 ARE LIMITED WARRANTIES AND EXCEPT AS EXPRESSLY SET FORTH IN ATTACHMENT 1, AND SECTION 5.2, THE DOCUMENTATION, CLOUD OFFERINGS, USER GUIDES, ALL SERVICES AND WORK PRODUCT RESULTING FROM SERVICES, ALL MATERIALS, AND SUPPORT AND MAINTENANCE ARE ALL PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, MULESOFT DOES NOT WARRANT THAT THE CLOUD OFFERINGS (i) WILL OPERATE UNINTERRUPTED, (ii) WILL BE FREE FROM DEFECTS, OR (iii) HAVE BEEN DESIGNED TO MEET CUSTOMER'S SPECIFIC BUSINESS REQUIREMENTS. NEITHER MULESOFT NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE,

FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

#### 6. Support & Maintenance.

- 6.1 Support and Maintenance. During the time that Customer has paid the applicable Subscription fees, MuleSoft shall provide Support and Maintenance during the Subscription Term in accordance with MuleSoft's then-current standard support policies. Customer agrees to provide MuleSoft with such reasonable cooperation, materials, information, access and support which MuleSoft deems to be reasonably required to allow MuleSoft to successfully provide the Services, the Cloud Offerings, and Support and Maintenance. Customer understands and agrees that MuleSoft's obligations hereunder are expressly conditioned upon Customer providing such reasonable cooperation, materials, information, access and support.
- 6.2 Customer Use of Third Party Solution Components. Under this Agreement MuleSoft provides only the the Cloud Offerings, and Services and Support and Maintenance with respect to each of the Software and Cloud Offerings. MuleSoft does not provide any warranty on, and does not provide Support and Maintenance on, the Results. As a non-exclusive example, in order for Customer effectively to use Results, Customer may need to license, modify and install Third Party Solution Components. MuleSoft may provide Customer with links and instructions for obtaining Third Party Solution Components or provide access to them (e.g., through MuleSoft cloud connectors), but it is Customer's sole responsibility to properly license and install any required Third Party Solution Components from the relevant third party providers. MuleSoft will have no liability with respect to any Third Party Solution Components, whether or not they are "certified" by MuleSoft. If applicable, prior to MuleSoft starting any Services that require the use of Third Party Solution Components, Customer will provide documentation to MuleSoft confirming that Customer can provide the rights necessary to allow MuleSoft to modify the Third Party Solution Component software if necessary.

#### 7. Services.

MuleSoft shall provide the Services purchased in the applicable Order Form or SOW, as the case may be. Services may be ordered by Customer pursuant to a SOW describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before MuleSoft shall commence work under such SOW. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form.

#### 8. Limitation of Remedies and Damages.

- 8.1 MULESOFT SHALL NOT BE LIABLE FOR (I) ANY COST OF COVER OR ANALOGOUS COSTS RELATED TO THE PROCUREMENT OF REPLACEMENT SERVICES; OR (II) ANY LOSS OF USE, LOST DATA, INTERRUPTION OF BUSINESS. EXCEPT FOR A BREACH OF CONFIDENTIALITY OR A PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

- 8.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT WITH RESPECT TO BREACHES OF CONFIDENTIALITY SECURITY, OR A PARTY'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO MULESOFT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

#### 9. Indemnification.

- 9.1 Indemnity by MuleSoft. Subject to the remainder of this Section 9, MuleSoft shall indemnify, defend and hold harmless Customer against any third party claim that the Cloud Offerings infringes such third party's patent or copyright or other intellectual property right (an "Infringement Claim" ), and indemnify Customer from the resulting costs and damages awarded against Customer to the third party making such Infringement Claim, by a court of competent jurisdiction or agreed to in settlement; provided that. Customer shall (i) notify MuleSoft promptly in writing of such Infringement Claim, (ii) grant MuleSoft sole control over the defense and settlement thereof, and (iii) reasonably cooperate in response to a MuleSoft request for assistance. MuleSoft will have the exclusive right to defend any such Infringement Claim and make settlements thereof at its own discretion, and Customer may not settle or compromise such Infringement Claim, except with prior written consent of MuleSoft, provided that MuleSoft shall not settle any Infringement Claim without Customer's prior written consent to the extent that such settlement requires an admission of fault on the part of Customer and / or requires any payment of any amounts by Customer.
- 9.2 Options. Should the Cloud Offerings become, or in MuleSoft's opinion be likely to become, the subject of such an Infringement Claim, MuleSoft shall, at its option and expense, (a) procure for Customer the right to make continued use of the Cloud Offerings, (b) replace or modify such so that it becomes non-infringing, or (c) request termination of the access to the Cloud Offerings and upon such request the license under Attachment 1 shall be terminated and MuleSoft shall refund the price paid by Customer for the Subscription Term in which the Infringement Claim was asserted, less a pro rata portion of the Subscription fee reflecting that portion of the Subscription Term that was fulfilled prior to termination.
- 9.3 Exclusions. MuleSoft will have no obligation for claims of infringement resulting from (i) any modification of the Cloud Offerings by a party other than MuleSoft or a MuleSoft representative if such infringement would have been avoided in the absence of such modifications; (ii) Customer's failure, within a reasonable time frame, to implement any replacement or modification of Cloud Offerings provided by MuleSoft; (iii) any combination, operation, or use of the Cloud Offerings with any products, equipment, software, hardware, data, or business processes not supplied by MuleSoft, including without limitation Third Party Solutions Components, Customer Data, Log Data and Results, if such infringement would not have occurred without the combination (iv) use for a purpose or in a manner for which the Cloud Offerings were not designed, (v) any intellectual property right owned or licensed by Customer, excluding the Cloud Offerings, (vi) MuleSoft's compliance with any materials, designs, specifications or instructions provided by Customer, (vii) Customer using the Cloud Offerings after MuleSoft notifies Customer to discontinue using due to such a claim, or (viii) third party open source software not incorporated in the Cloud Offerings.
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- 9.5 Limitation. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND MULESOFT'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

## 10. Confidential Information.

Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). Each party will only disclose Confidential Information to its employees, agents, representatives and authorized contractors (collectively "Representatives") having a need to know for the purposes of this Agreement. Each party will notify and inform such Representatives of each party's limitations, duties, and obligations regarding use, access to, and nondisclosure of Confidential Information and will obtain or have obtained its Representatives' agreements to comply with such limitations, duties, and obligations with regard to such Confidential Information no less restrictive than those contained herein. Each party is liable for all acts and omissions of the Representatives related to the other party's Confidential Information. Each party agrees to give notice to the other party immediately after learning of or having reason to suspect a breach of any of the proprietary restrictions set forth in this Section. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

## 11. General.

- 11.1 Severability. If a provision of this Agreement is deemed unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.
- 11.2 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). The jurisdiction and venue for actions related to the subject matter hereof shall be the state of Delaware and United States federal courts located in the state of Delaware, and both parties irrevocably consent to such personal jurisdiction of such courts and waive all objections thereto. The prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorneys' fees and costs in connection with such action.
- 11.3 Notices and Reports. Any notice or report hereunder shall be in writing to the notice address set forth above and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.
- 11.4 Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to exercise rights under this Agreement. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

- 11.5 Application; Entire Agreement. This Agreement shall govern all of Customer's purchases of Subscriptions and Services from and after the Effective Date. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. This Agreement also supersedes all terms of the MuleSoft Common Public Attribution License, and any other open source license under which publicly-available versions of MuleSoft Software may be licensed.
- 11.6 Precedence. In the event of a conflict between two provisions of this Agreement, any of the Exhibits or Attachments hereto, or any Order Form, the conflict shall be resolved by giving precedence to the provision as it appears in the highest-ranked document in the following order: (1) the relevant Order Form; then (2) the body of this Agreement; then (3) the Attachments to this Agreement; then (4) the Exhibits to this Agreement.
- 11.7 Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 11.8 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, or refusal of approval or a license by a government agency.
- 11.9 Assignment. Neither party may assign any part of this Agreement without the written consent of the other, except that either party may assign this Agreement in connection with a merger, acquisition, asset sale, or corporate reorganization. Any other attempt to assign is void.
- 11.10 Government End-Users. The Software and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and Documentation by the U.S. Government shall be governed solely by the terms of this Agreement. This product was developed fully at private expense. All other use is prohibited.
- 11.11 Export Compliance. Customer acknowledges that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list.
- 11.12 Customer Acknowledgement. MuleSoft may from time to time, solely with Customer's prior written consent, identify Customer (with Customer's name, logo, or trademark) as a MuleSoft customer in or on MuleSoft's website, sales and marketing materials, or press releases. MuleSoft may not use Customer's name, logo, or trademark for any other purpose without obtaining Customer's prior written consent.



## Grant of Access and Use: Cloud Offerings

1. Provisioning. MuleSoft will make the Cloud Offerings available to Users pursuant to this Agreement and the relevant Order Forms during the Subscription Term. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by MuleSoft regarding future functionality or features. Subject to the terms and conditions of this Agreement in general and this Attachment 2 in particular, and the relevant Order Form(s), MuleSoft grants Customer a limited, worldwide, non-assignable and non-exclusive license during the relevant Subscription Term to access and use the Cloud Offerings. The foregoing access license is for the sole purpose of enabling Customer to use and enjoy the benefit of the Cloud Offerings as provided by MuleSoft, in the manner permitted by this Agreement.

2. Subscriptions; Account Limitations. Cloud Offerings are purchased as Subscriptions and may be accessed by no more than the specified number of VCores set forth on an Order Form. Cloud Offerings also may be subject to account limitations as specified in the Order Form. Customer is responsible for using the Cloud Offerings to monitor compliance with such account limitations.

3. Use by Affiliates. Subject to the terms and conditions of the Agreement and of this Attachment 2, Customer's Affiliates may use the licenses granted to Customer, provided that: (a) such use is only for the aggregate benefit of Customer and its Affiliates; (b) Customer remains responsible for each such Affiliate's compliance with the terms and conditions of this Agreement and of each Order Form; (c) subject to the following subsection (d), use of the Cloud Offerings by all Affiliates and Customer in the aggregate must be within the restrictions in the applicable Order Form; and (d) notwithstanding the foregoing, Affiliates may not use Customer's rights under any unlimited VCore (or other unlimited quantity) licenses unless Affiliate usage is specifically designated in the applicable Order Form.

4. MuleSoft Responsibilities. MuleSoft will use commercially reasonable efforts to make the Cloud Offerings available 24 hours a day, 7 days a week, except for: (a) scheduled downtime of the management console (of which MuleSoft shall give at least 24 hours notice via the Purchased Services and which MuleSoft shall schedule during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time, provided that no downtime is required for VCores) or (b) any unavailability caused by Force Majeure.

5. Customer Data. Information about the security of MuleSoft's Cloud Offerings may be found at: <http://www.mulesoft.com/lp/whitepaper/saas/cloud-security>. All Cloud Offerings are SSAE 16 SOC 2 Type 2 certified and reports can be shared with Customer upon request. MuleSoft is level-1 PCI-DSS, HiTrust and Safe Harbor compliant. MuleSoft will not (a) modify Customer Data or Log Data, (b) disclose Customer Data or Log Data except as compelled by law or as expressly permitted in writing by Customer, or (c) access Customer Data or Log Data, except to access Log Data to address service or technical problems. For Cloud Offerings that do not include a storage component, MuleSoft does not explicitly store or maintain any persistent Customer Data. If Customer enables Users to access and use Third Party Solutions Components with Cloud Offerings, Customer authorizes MuleSoft to permit providers of such Third Party Solutions Components to access Log Data as required for the interoperation of such Third Party Solutions Components with the Cloud Offerings. MuleSoft will not be responsible for any disclosure, modification or deletion of Log Data resulting from any such access by



providers of Third Party Solutions Components. Any exchange of data (including without limitation Log Data) between Customer and any Third Party Solutions Components (or by Customer between two or more Third Party Solutions Components), is solely between Customer and the applicable provider of the Third Party Solutions Components. If Users create Results using the Cloud Offerings, Customer authorizes MuleSoft to host, copy, transmit, display and adapt such Results, solely as necessary for MuleSoft to provide the Cloud Offerings.

6. Restrictions. Customer will not (i) permit any third party to access the Cloud Offerings except as permitted herein and in the relevant Order Form, (ii) create derivative works based on the Cloud Offerings, (iii) copy, frame or mirror any part or content of the Cloud Offerings, (iv) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Cloud Offerings, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Cloud Offerings or encourage or permit others to do so (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), (v) access the Cloud Offerings in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Cloud Offerings, (vi) sell, resell, rent or lease the Cloud Offerings, (vii) use the Cloud Offerings to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights (or otherwise use the Cloud Offerings in violation of the User Guides or any MuleSoft terms of service), (viii) store or transmit virus or other malicious code through the Cloud Offerings, (ix) intentionally interfere with or disrupt the integrity or performance of the Cloud Offerings or third-party products or data contained therein, or (x) attempt to gain unauthorized access to the Cloud Offerings or their related systems or networks. Customer acknowledges that Customer is solely responsible for complying with, and covenants to comply with, all laws applicable to Customer and to Customer's use of the Cloud Offerings, including without limitation all laws and regulations relating to the protection and non-disclosure of Customer Data. Without limiting the generality of the foregoing, the Customer is solely responsible for using the Cloud Offerings in compliance with, any applicable data privacy or personally identifiable information. MuleSoft shall comply with all applicable data privacy laws, rules and regulations with respect to its provision of the Cloud Offerings.

7. AWS Terms. MuleSoft uses the Amazon Web Service ("AWS") cloud infrastructure for its Cloud Offering.

8. Warranty. MuleSoft warrants, for Customer's benefit only, that during the Warranty Period, the Cloud Offerings shall perform materially in accordance with the User Guide. If during the Warranty Period the Cloud Offerings do not perform materially in accordance with the User Guide, MuleSoft's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be for MuleSoft correct the defects in the Cloud Offerings. Customer acknowledges that the Cloud Offerings is subscription-based and that, in order to provide improved customer experience, MuleSoft may make changes to the Cloud Offerings and that in such event, MuleSoft will update the User Guide accordingly.

ACCEPTED AND AGREED TO AS OF THE EFFECTIVE DATE BY THE AUTHORIZED REPRESENTATIVE OF EACH PARTY:

**CUSTOMER**

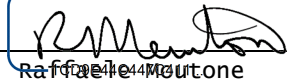
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CIO

3/31/2016

**MULESOFT, INC.**

Signature: \_\_\_\_\_

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Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

DocuSigned by:

  
Matthew Langdon

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