StormForge Master Subscription and Professional Services Agreement

This Enterprise Agreement, including the Order Form which by this reference is incorporated herein (this "**Agreement**"), is a binding agreement between Gram Labs, Inc. d/b/a StormForge ("**StormForge**") and the person or entity identified on the Order Form as the licensee of the Software ("**Customer**").

1. **DEFINITIONS.** As used in this Agreement, and in any Exhibits and the Order Form, the capitalized terms shall have the meanings indicated below:

"**Affiliate**" means any Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with a specified entity, and for purposes of this definition, "Control" (and with correlative meanings, the terms "Controlled by" and "under common Control with"), means the direct or indirect beneficial ownership of at least fifty (50%) percent of the voting stock of, or at least a fifty (50%) percent interest in the income of, such corporation or entity, or the power to elect at least fifty (50%) percent of the directors or trustees of such corporation or entity, or majority control of such corporation or entity, or such other relationship which in fact constitutes actual control.

"**StormForge Data**" means (i) any and all data, databases, information, content, and materials, provided to Customer or its Affiliates by StormForge for use in connection with the Hosted Services, and all results from processing the same in the course of using the Hosted Services, and (ii) data, databases, information, content, and materials that are derived by or through the Hosted Services from processing Customer Data and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content.

"**Customer Configuration**" means the Customer specific configurations recommended by the Hosted System for Customer's Kubernetes Deployment based upon the Hosted System's review of Customer Data.

"**Customer Data**" means (a) any and all data, databases, information, content, and materials, which Customer or its Affiliates enter into, load onto, or use in connection with the Hosted Services or which the Hosted Service gathers in regard to the Customer's Kubernetes Deployment which is specific and identifiable to Customer; and (b) the Customer Configurations.

"**Customer's Kubernetes Deployment**" means a deployment managing a set of Kubernetes pods which are executing containerized applications for Customer's internal business purposes only.

"**Documentation**" means the user and technical information, provided to Customer by StormForge, regarding the access and use of the Hosted Services by means of an on-line help system describing the operation, functionality, components, features, or requirements of the Hosted Services under normal circumstances.

"**Evaluation Period**" means a period of days from the Effective Date during which Customer may use the Hosted Services without charge for testing purposes but not for any production use. The Evaluation Period shall be for the number of days set forth on the Order Form, or, if no number is set forth thirty (30) days. The Evaluation Period may be shortened by Customer in accordance with Section 3.A.

"**Hosted Services**" means StormForge's software service (and related applications, libraries, containers, user interfaces, analytics tools, on-line help, and associated Documentation other than the Open Source Client) intended (i) to assess and gather data regarding a Customer Kubernetes Deployment, (ii) to provide that data to StormForge's artificial intelligence algorithms to allow the algorithms to generate Customer Configuration recommendations, (iii) to deploy those Customer Configuration recommendations on StormForge managed servers to control Customer Kubernetes Deployment in real time to implement such recommendations and gather data regarding the impact thereof, and (iv) to continue this process on an ongoing basis to continually tweak and improve Customer's Kubernetes Deployment as environmental circumstances change.

"**Initial Term**" means the first period of time this Agreement is in effect, beginning on the Effective Date and continuing for the period of time set out in the Order Form, and for which the applicable Subscription Fee has been paid.

"**Intellectual Property Rights**" means worldwide all: (i) patents and patent applications, and rights associated therewith (utility and/or design), including any divisionals, continuations, continuations in part, reissues, and reexaminations thereof; (ii) rights associated with works of authorship including copyrights and mask work rights; (iii) know-how and rights relating to the protection of trade secrets, data privacy rights, rights in design, and confidential information; (iv) *sui generis* database rights; (v) any rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (vi) trademarks, service marks, trade dress, and trade names (including internet domain names, corporate names, and e-mail address names), whether registered or unregistered; (vii) all other forms of intellectual property or proprietary rights, and derivative works thereof; in each case above whether arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

"**Professional Services SOW**" means a statement of work

entered into by StormForge and Customer for professional services in connection with the Hosted Services, which may include planning, installation, configuration, data migration, integration, enhancement, training, but excluding any Standard Support Services, which are provided with the Subscription. For a Professional Services SOW to be valid, each Party must agree to it in writing, in such Party's sole discretion. Any Professional Services SOW will specify the services to be performed and the fees to be charged therefore.

"**Open Source Client**" means that certain software packages which StormForge makes available under the Apache 2 license and which are available without charge. Software packages are located at:

https://github.com/thestormforge/optimize-controller

"**Professional Services**" means planning, installation, configuration, data migration, integration, enhancement, training, but excluding Standard Support Services, for Hosted Services, as may be further described in a Professional Services SOW.

"**Renewal Term**" means each successive twelve-month period of time following the Initial Term, during which the Agreement shall remain in effect, provided, that the applicable Subscription Fee is paid in advance, and the Agreement is not otherwise terminated.

"**Shared Savings Fees**" means, in U.S. Dollars, the cost savings realized to Customer from its access and use of the Hosted Services, at the rate set forth in the Order Form.

"**Standard Support Services**" means those services set forth in **Exhibit A**, "**Standard Support Services**" which are included within the Subscription Fee.

"**Subscription**" means the particular use and access rights to the Hosted Services granted by StormForge to Customer and related responsibilities, as described in this Agreement.

"**Subscription Fee**" means, in U.S. Dollars, the fee to access and use particular features of the Hosted Services, and to receive the Standard Support Services, starting at the end of any Evaluation Period and continuing for the remainder of the corresponding Term.

"**Term**" means the period of time this Agreement is in effect, including the Initial Term and any Renewal Term(s).

"**Update**" means any patch, bug fix, correction, update, upgrade, enhancement, minor release, or other modification by StormForge to software used in the Hosted Services, that is generally small in scope, made generally available by StormForge to all its paid-subscription customers.

"**User(s)**" means Customer's employee(s) and its Affiliates'

employee(s) who are authorized by Customer to use the Hosted Services in accordance with this Agreement and have been supplied User IDs by Customer in accordance with this Agreement.

"**User ID**" means the access credentials in the form of a user name, identification number, password, license or security key, token, PIN, or other security code, method, or device used, alone or in combination to verify an individual's identity and authorization to access and use the Hosted Services.

"**Version**" means a major release of the Hosted Services configuration, which includes the introduction of significant feature additions, broad upgrades to the user interface, and/or architectural improvements to the technology platform, and may involve the introduction of new modules that StormForge, in its sole discretion, makes available for subscription.

2. **SUBSCRIPTION RIGHTS AND RESTRICTIONS**

A.   **Open Source Package**. The Open Source Client is available under separate license and is not subject to the terms and conditions of this Agreement. The Open Source Client may be used to manually test Kubernetes operating configurations. Data from the Open Source Client may be passed to the Hosted Service and the Hosted Service uses the Open Source Client in its operations. For clarity, the Open Source Client does not access StormForge's artificial intelligence software, does not generate configuration recommendations, and is not capable of implementing real time changes to the Customer's Kubernetes Deployment.

B.   **Evaluation Period License**. During the Evaluation Period subject to compliance with and performance in accordance with all other terms and conditions of this Agreement and the Order Form, StormForge hereby grants to Customer a nonexclusive, non-transferrable, non-sublicensable, worldwide, limited license to do the following: (i) access the Hosted Services through the User IDs; (ii) use the Hosted Service to gather Customer Data on non-production test versions of the Customer's Kubernetes Deployment and to generate an unlimited number Customer Configuration recommendations for managing the Customer's Kubernetes Deployment; and (iii) use the Hosted Service to apply such Customer Configuration recommendations in real time in order to manage non-production test versions of Customer's Kubernetes Deployment solely for Customer's to test the Hosted Services.

C.   **Subscription Grant.** Following the completion of the Evaluation Period, subject to payment of the applicable Subscription Fee when due, and compliance with and performance in accordance with all other terms and conditions of this Agreement and the Order Form, StormForge hereby grants to Customer a nonexclusive, non-transferrable, non-sublicensable, worldwide, limited license to do the following: (i) access the Hosted Services through the User IDs; (ii) use

the Hosted Service to gather Customer Data on the Customer's Kubernetes Deployment and to generate an unlimited amount of Customer Configuration recommendations for managing the Customer's Kubernetes Deployment; and (iii) use the Hosted Service to apply such Customer Configuration recommendations in real time in order to manage the Customer's Kubernetes Deployment solely for Customer's own internal business purposes.

D.   **Enterprise Subscription.**   As an enterprise Subscription, the Subscription grant above is without limit as to number of Users accessing the Hosted Services or to the number of Customer Kubernetes Deployments which may be managed or number of Customer Configurations which may be generated, unless otherwise specified on the applicable Order Form. StormForge shall use commercially reasonable efforts to provide to Customer and its Authorized Users the Hosted Services, including to host, manage, operate and maintain the Hosted Services in substantial conformity with the Documentation and terms and conditions hereof, in accordance with the Service Level Commitment set forth in **Exhibit B**..

E.   **Subscription License Restrictions.** Customer shall not access, or allow access to, the Hosted Services if Customer is in direct competition with StormForge, except with StormForge's prior written consent. In addition, Customer may not access the Hosted Services for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes. Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit, or make available to any third party, the Hosted Services in any way; (ii) copy, modify or make derivative works of the Hosted Services; (iii) create Internet "links" to the Hosted Services on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Hosted Services in order to (a) build a competitive product or service; (b) build a product using similar ideas, features, functions, or graphics of the Hosted Services; or (c) copy any ideas, features, functions, or graphics of the Hosted Services.

In using the Hosted Services, Customer shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (iv) interfere with or disrupt the integrity or performance of the Hosted Services or the data contained therein; (v) attempt to gain unauthorized access to the Hosted Services or its related systems or networks; or (vi) input any data or information into the Hosted Services that is: credit card or debit card information, personal banking, financial account information, social security numbers, HIPAA-protected data, or other personally identifiable or confidential

information concerning individuals.

Customer shall not permit Users to share User IDs with each other or with third parties. Customer acknowledges that: (i) StormForge shall rely on the validity of any User ID, instruction or information that meets the Hosted Services' automated criteria or which is believed by StormForge to be genuine; (ii) StormForge may assume a person entering a User ID and password is, in fact, that User; and (iii) StormForge may assume the latest email addresses and registration information for Users on file with StormForge are accurate and current.

F.   **Standard Support Services.**   Following the completion of the Evaluation Period, StormForge shall provide the Standard Support Services as set forth in **Exhibit A**, "**Standard Support Services**" attached hereto, and for which payment shall be included in the Subscription Fee, unless otherwise specified in the Order Form.

G.   **Subcontractors.**   Customer acknowledges and agrees that StormForge may in its sole discretion engage or has engaged subcontractors to perform Hosting of the Hosted Services, other Support Services, and/or Professional Services under this Agreement.

3.   **CUSTOMER RESPONSIBILITIES**

A.   **Evaluation and Cancellation.** Customer may use the Evaluation Period to conduct reasonable non-production use testing of the Hosted Services for Customer's purposes. There is no charge for use of the Hosted Services during the Evaluation Period, however, except as otherwise set forth herein, all other provisions of this Agreement apply. If Customer does not wish to purchase a Subscription to use the Hosted Services following the Evaluation Period, Customer must provide written notice to StormForge of that fact prior to the expiration of the Evaluation Period. If Customer wishes to make productive use of the Hosted Services prior to the expiration of the Evaluation Period, Customer may so notify StormForge in writing, and StormForge will immediately invoice the applicable Subscription Fee, and, upon payment, the Evaluation Period will cease, and Customer may begin production use of the Hosted Services.

B.   **Accessing User Accounts.**   User IDs shall be required to access and use the Hosted Services. Customer will access and use the Hosted Services only through the User IDs and only in accordance with the Subscription terms and other restrictions in this Agreement. Customer shall be responsible for issuing User IDs to such employees and Affiliates as it determines in its sole discretion, in accordance with this Agreement. Customer shall not issue User IDs to contractors or agents unless (a) those contractors and agents are bound by written agreements protecting the confidentiality and Intellectual Property Rights of StormForge at least as strongly as this Agreement, (b) those contractors and agents are instructed in writing that they may not access or use the

Hosted Service except on behalf of Customer for Customer's internal business purposes, (c) those contractors and agents are not competitors of StormForge, and (d) Customer agrees to be responsible for, and to indemnify and hold StormForge harmless from, any and all costs or damages which result to StormForge from any act or omission of such contractor or agent.

C.   **User IDs.** Customer shall select its Users in its sole discretion and shall issue to each individual User a User ID to access the Hosted Services subject to the limitations and obligations herein; provided, that Customer shall be responsible for all activity occurring under Customer's User accounts. Customer shall: (i) notify StormForge immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to StormForge immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Customer Data that is known or suspected by Customer or Users; and (iii) not impersonate another StormForge customer or provide false identity information to gain access to or use the Hosted Services. Customer shall be responsible for its Users' compliance with the terms of this Agreement and shall ensure that Users shall be obligated in writing to protect User IDs and the Hosted Services at least to the extent as provided in this Agreement.

D.   **Data Preparation and Configuration.** Customer will ensure that: (i) it maintains the Customer Kubernetes Deployment in proper format as specified by the Documentation or a Professional Services SOW and provides the Hosted Service licensed access to it; (ii) its personnel are familiar with the use and operation of the Hosted Services; and (iii) it does not introduce other software, data, or equipment having an adverse impact on the Hosted Services. Following any initial implementation assistance by StormForge, Customer shall configure the Hosted Services, any Updates, and its internal processes, as needed, to operate the Hosted Services and any Updates in Customer's computing environment. Customer, not StormForge, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and right to use of all Customer Data and Customer Configurations, and StormForge shall not be responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store any Customer Data that is caused by Customer or User or the use or misuse of User IDs by a third party.

4. **OWNERSHIP OF INTELLECTUAL PROPERTY**

A.   **StormForge Intellectual Property Rights.** This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Hosted Services or the StormForge Data, or to the Intellectual Property Rights therein owned by StormForge.   StormForge's name, StormForge's logo, and the product names associated with the Hosted Services are trademarks of StormForge or third parties, and no right or license is granted to use them.   StormForge (and its

licensors) shall exclusively own all right, title, and interest in and to the Hosted Services and StormForge Data, copies, modifications, and derivative works thereof, excepting only the copyright in the Customer Configuration.   StormForge shall own any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any other party relating to the Hosted Services or StormForge Data, including all related Intellectual Property Rights thereto, specifically excluding Customer Data.   All rights not expressly granted to Customer herein are reserved to StormForge and its licensors.

B.   **Customer Intellectual Property Rights.** As between StormForge and Customer, Customer owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Customer Data other than the Customer Configuration (which is discussed in Section 4.C. below).   Customer shall have the sole responsibility for the accuracy, quality, and legality of the Customer Data, including obtaining all rights and consents necessary to share the Customer Data with StormForge as set forth in this Agreement.   Customer shall be responsible for maintaining sufficient back-ups and/or tangible copies of the Customer Data to allow for reasonable reconstruction of the Customer Data. Notwithstanding anything to the contrary contained herein, Customer hereby grants to StormForge an irrevocable, fully paid up, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Customer Data to*: (i) provide the Hosted Services to Customer; (ii) analyze the Customer Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the Hosted Services, create new products and services, and share and/or license this aggregate data to Affiliates, agents, business partners, and other third parties, only in connection with the provision of Services hereunder; and (iii) for StormForge's internal purposes to improve the Hosted Services, and related services, and any other uses disclosed in or related to performance under this Agreement.

C.   **Intellectual Property Rights in Customer Configurations.** Customer owns the copyright in any specific Customer Configuration generated hereunder.   In addition, each specific Customer Configuration shall be Customer's Confidential Information. However, for clarity, the Customer acknowledges that many Kubernetes deployments are similar, and that the Hosted System's artificial intelligence may make similar recommendations for other StormForge clients. As such, Customer's ownership of the copyright in each Customer Configuration (i) does not include ownership of any concepts or inventions embodied in the Customer Configuration which are not specific and unique to Customer supplied Customer Data; (ii) will not require StormForge to obtain Customer's consent or any form of license from Customer for StormForge to prepare similar configurations for other Customers, even if such configurations may contain the same or substantially similar copyrighted materials, and (iii) does not transfer to Customer ownership of any StormForge Data or of any portion of the Intellectual Property Rights in

the Hosted Service.

5. FEES AND PAYMENT

A. **Subscription Fees and Payment.** Customer shall pay the Subscription Fees set forth in the Order Form(s), in advance, for the rights to access and use the Hosted Services following the Evaluation Period during the applicable Term. Subscription Fees shall be invoiced monthly in advance. Invoices shall be due and payable within thirty (30) days of the invoice date, and in no event later than one day before the start of the applicable month. All payment obligations for Subscription Fees are non-cancelable and all amounts paid are nonrefundable.

B. **Professional Services Fees.** StormForge shall invoice Customer for Professional Services performed pursuant to any Professional Services SOW at the rates set forth therein and in accordance with the invoicing and payment terms set forth in the Professional Services SOW. All payment obligations for Professional Services Fees are non-cancelable and all amounts paid are nonrefundable.

C. **Shared Savings Fees**. Customer shall pay to StormForge all applicable Shared Savings Fees as set forth in the Order Form, calculated monthly. Invoices shall be due and payable within thirty (30) days of the invoice date, and in no event later than one day before the start of the applicable month. All payment obligations for Shared Savings Fees are non-cancelable and all amounts paid are nonrefundable.

D. **Late Payment, Suspension.** Customer may not withhold or "setoff" any amounts due hereunder. In addition to any other legal remedies, StormForge reserves the right to suspend or terminate Customer's access to the Hosted Services until all amounts due are paid in full after giving Customer advance written notice and an opportunity to cure as specified herein in the Section relating to Termination. Any late payment shall be subject to any costs of collection, including reasonable attorneys' fees, and shall bear interest at the rate of one percent (1%) per month, or, if less, the highest rate permitted by law, until paid.

E. **Taxes.** Prices quoted do not include, and Customer shall pay, any and all applicable taxes, including without limitation, sales, use, gross receipts, value-added, GST, personal property, or other tax (including interest and penalties imposed thereon) on the transactions contemplated herein, other than taxes based on the net income of StormForge.

F. **Pricing Terms**. All prices are stated and payable in U.S. Dollars. All pricing terms are confidential, and Customer agrees not to disclose them to any third party. Any increase in Fees and charges for any Renewal Term or new Version will be effective after giving Customer ninety (90) days' notice thereof.

6. CONFIDENTIALITY

For purposes of this Section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Disclosing Party**."

A. **Confidential Information.** "**Confidential Information**" means all financial, technical, strategic, marketing, and other information relating to the Disclosing Party or its actual or prospective business, products, or technology that may be, or has been, furnished or disclosed to Recipient by, or acquired by Recipient directly or indirectly from the Disclosing Party, whether disclosed orally or in writing or electronically or some other form, and shall include the terms and conditions and pricing information of this Agreement, the StormForge Data, the Customer Data, the Customer Configuration and StormForge's Hosted Services (including, without limitation, Documentation, code, translations, compilations, implementation methodologies, partial copies, and derivative works thereof).

Confidential Information does not include that which was: (i) as of the Effective Date of this Agreement, generally known to the public without breach of this Agreement; (ii) is or became generally known to the public after the date of this Agreement other than as a result of the act or omission of Recipient or Recipient's Affiliates; (iii) was already in the possession of the Recipient without any obligation of confidence; (iv) released by Disclosing Party with its written consent to third parties without restriction on use and disclosure; (v) lawfully received by Recipient from a third party without an obligation of confidence; or (vi) independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential Information of Disclosing Party./ Nothing in this Agreement will prevent the disclosure of Confidential Information which is required to be disclosed in accordance with a judicial or governmental order or decree, provided that the Recipient provides prompt notice of the order or decree to the Disclosing Party and reasonably cooperates with the Disclosing Party to limit the disclosure and use of the applicable information.

B. **Non-Disclosure.** For the Term of this Agreement and a period of five (5) years following the termination or expiration of this Agreement, the Recipient shall do the following:

(i) not use the Confidential Information of the other Party for any purpose other than the performance of its obligations and exercise of its rights under this Agreement;

(ii) use at least the same degree of care that it uses with respect to its own Confidential Information, but in no event less than a reasonable degree of care to avoid disclosure, publication or dissemination of the other Party's Confidential Information;

(iii)   disclose the other Party's Confidential Information only to its personnel who have a need to know;

(iv)   subject to the other requirements of this Agreement, disclose the other Party's Confidential Information only to third parties who have entered into an appropriate confidential disclosure agreement with the Recipient, prior to any disclosure of Confidential Information, and to whom such disclosure has been previously authorized in writing by the Disclosing Party; and

(v)   promptly report any loss of any Confidential Information to the Disclosing Party.

C.   **Notices.** Recipient shall not: (i) alter or remove from any Confidential Information of the Disclosing Party any proprietary legend, or (ii) decompile, disassemble or reverse engineer the Confidential Information (and any information derived in violation of such covenant shall automatically be deemed Confidential Information owned exclusively by the Disclosing Party).

D.   **Return of Confidential Information.**   Upon the written request of the Disclosing Party or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Disclosing Party) all Confidential Information of Disclosing Party in its possession or control.

E.   **Injunctive Relief.**   Recipient acknowledges that violation of the provisions of this Confidentiality Section would cause irreparable harm to Disclosing Party not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without the necessity of posting bond to prevent any actual or threatened violation of such provisions.

F.   **PII.**   For the purposes of this Agreement, "**Personally Identifiable Information**" or "**PII**" means information which can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information, which is linked or linkable to a specific individual. In the event that StormForge has access to PII (with the exception of business contact information and e-mail addresses of the Customer), such access will likely be incidental. The intended purpose of the Hosted Services is not to accept or use PII. Customer shall retain control of its PII at all times. To the extent StormForge has incidental access to Customer PII, StormForge agrees to use or disclose PII only: (i) in furtherance of or in connection with performing the services pursuant to this Agreement; (ii) pursuant to a lawful subpoena, service of process, or otherwise required or permitted by law; (iii) as directed or instructed by Customer; or (iv) with prior informed consent of the individual about whom the PII pertains.

7. DATA PROTECTION AND INFORMATION SECURITY

Each Party shall maintain and enforce reasonable technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of the StormForge Data and Customer Data that are at least equal to industry standards for applications similar to the Hosted Services. Because the success of this process depends on equipment, software, and services over which StormForge has limited control, Customer agrees that StormForge has no responsibility or liability for the deletion or failure to store any Customer Data or Customer Configurations stored or generated by the Hosted Services. Customer shall be responsible for backing up its own Customer Data and maintaining the operation of the Customer Kubernetes Configurations.

8. REPRESENTATIONS AND WARRANTIES OF STORMFORGE

A.   Following the Evaluation Period, StormForge represents and warrants that:

(i)   the Hosted Services shall be free from material defects in materials and workmanship and perform substantially in accordance with the Documentation under normal use and circumstances; and

(ii)   Standard Support Services and Professional Services shall be performed in a professional and workmanlike manner.

StormForge shall, prior to making a new feature of the Hosted Services available, (a) scan it with commercially available anti-virus software and shall use reasonable efforts to remove viruses capable of being detected with such software, (b) not intentionally include in the Hosted Services any viruses, worms, trap doors, Trojan horses or other malicious code.

B.   The warranties above shall be contingent upon the existence of all the following conditions: (i) the Hosted Services is implemented and operated by Customer in accordance with the Documentation; (ii) Customer notifies StormForge of any warranty defect as promptly as reasonably possible after becoming aware of such defect, but in no event more than ten (10) calendar days after becoming aware of such defect; (iii) Customer has properly used all Updates made available with respect to the Hosted Services, and any updates recommended by StormForge with respect to any third-party software products that affect the performance of the Hosted Services; (iv) Customer has properly maintained all associated equipment and software and provided the environmental conditions in accordance with applicable written specifications provided by the applicable manufacturer of such equipment and software; (v) Customer has not introduced other equipment or software that causes an adverse impact on the

Hosted Services; (vi) Customer has paid all amounts due hereunder and is not in default of any provision of this Agreement; (vii) any legacy software with respect to which the Hosted Services is to operate contains clearly defined interfaces and correct integration code, and (viii) Customer has made no changes (nor permitted any changes to be made other than by or with the express approval of StormForge) to the Hosted Services, except as may be permitted herein.

C. The Parties acknowledge that the provisions of this Section 8 have been negotiated by them and reflect a fair allocation of risk. Customer's exclusive remedies, and StormForge's sole liability, with respect to any breach of this Section 8 will be, at StormForge's option, for StormForge to (i) promptly correct the applicable material defects that affect performance of and access to the Hosted Services (provided that, Customer notifies StormForge in writing of such defect within the applicable warranty period); or (ii) provide a replacement application or service that is substantially similar in form and function reasonable acceptable to Customer; or (iii) if neither of the foregoing are reasonably practicable, accept termination of Customer's access and use of the Hosted Services and refund to Customer a pro-rata portion of unused, pre-paid Subscription Fees.

9. REPRESENTATIONS AND WARRANTIES OF CUSTOMER

A. Customer represents and warrants that:

(i) Customer owns Customer Data and/or has all necessary rights to use the Hosted Services in conjunction with Customer's Kubernetes Deployment to generate the Customer Data and to manage the Customer Kubernetes Deployment;

(ii) Customer Data shall not infringe upon any third-party Intellectual Property Rights or violate any rights against defamation or rights of privacy; and

(iii) Customer has not and shall not introduce into the Hosted Service any software or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

B. If Customer resides in the European Union (EU) or if any transfer of information between Customer and the Hosted Services is governed by the European Union Data Protection Directive or national laws implementing that Directive, then Customer expressly consents to the transfer of such information outside of the European Union to the United States and to such other countries as may be contemplated by the features and activities of the Hosted Services under this Agreement.

10. WARRANTY DISCLAIMERS

A. **Evaluation Licenses are AS IS**. FOR THE EVALUATION PERIOD CUSTOMER AGREES AND ACKNOWLEDGES THAT THE HOSTED SERVICES ARE BEING PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND AND THE WARRANTIES PROVIDED IN SECTION 8 AND STORMFORGE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 SHALL NOT APPLY. STORMFORGE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY AND ALL LIABILITY FOR THE HOSTED SERVICES IF AND WHEN WE PROVIDE IT TO CUSTOMER ON AN EVALUATION, OR NO FEE BASIS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

B. **No Extraneous Terms.** Without limitation, no representation or warranty is made orally or through any course of performance, course of dealing, or usage of trade, or through any advertising, brochures, catalogs, websites, promotional materials, quotations, proposals, documentation, packaging, or other descriptive literature or communications, and that no such matter will be used to modify, interpret, supplement, add to, or alter in any way the terms and conditions of this Agreement.

C. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, STORMFORGE EXPRESSLY DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OR ARISING BY CUSTOM OR TRADE USAGE, AND WHETHER RELATING TO COMPATIBILITY, SECURITY, AND/OR FREEDOM FROM VIRUSES, OR ANY OTHER WARRANTY, AND SPECIFICALLY, STORMFORGE MAKES NO WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. STORMFORGE'S APPLICATIONS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. STORMFORGE IS NOT RESPONSIBLE FOR ANY SUCH DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS BEYOND ITS CONTROL.

D. CUSTOMER ACKNOWLEDGES AND AGREES THAT (1) THE CUSTOMER CONFIGURATION RECOMMENDATIONS GENERATED BY THE HOSTED SERVICES ARE ONLY RECOMMENDATIONS; (2) CUSTOMER AT ALL TIMES REMAINS SOLELY RESPONSIBLE FOR THE DECISIONS AS TO CUSTOMER CONFIGURATIONS AND THE PARTICULAR REQUIREMENTS OF CUSTOMER'S OWN

ENVIRONMENT; (3) STORMFORGE MAKES NO WARRANTIES AS TO THE APPROPRIATENESS OF THE RECOMMENDATIONS FOR THE PARTICULAR REQUIREMENTS OF CUSTOMER'S KUBERNETES DEPLOYMENT; AND (4) CUSTOMER IS RESPONSIBLE FOR MAKING APPROPRIATE USE OF THE CONFIGURATION SETTINGS MADE AVAILABLE BY STORMFORGE TO SET LIMITS ON THE CUSTOMER CONFIGURATION RECOMMENDATIONS AS APPROPRIATE FOR CUSTOMER'S OWN NEEDS.

11. INDEMNIFICATION

A. **By StormForge.** Except to the extent Customer is responsible for indemnifying StormForge under Section 11.B below and subject to the limitations set forth in Section 12 below, StormForge shall defend, indemnify and hold harmless Customer and its officers, directors, employees and agents against any third party claims, suits or actions (a "**Claim**") that the Hosted Services or StormForge Data as provided by StormForge infringes any copyright or trade secret of a third party, provided that Customer: (i) promptly informs and furnishes StormForge with a copy of such Claim; (ii) gives StormForge all evidence applicable to the Claim in Customer's possession, custody or control; and (iii) gives StormForge reasonable assistance in such Claim, at StormForge' expense, and the sole control of the defense thereof and all negotiations for its compromise or settlement, provided that StormForge shall not compromise or settle any such Claim unless Customer is unconditionally released from all liability.

B. **By Customer.** Except to the extent StormForge is responsible for indemnifying Customer under Section 11.A above and subject to the limitations set forth in Section 12 below, Customer shall defend, indemnify and hold harmless StormForge, its Affiliates and their respective officers, directors, employees and agents against any and all Claims arising from or related, directly or indirectly, to: (a) Customer's use of the Hosted Services in violation of the restrictions in this Agreement; or (b) allegations that Customer Data or Customer Kubernetes Deployment infringes any Intellectual Property Right of a third party or violates any applicable local, state, federal and (if applicable) international laws, regulations and directives, provided that StormForge: (i) promptly informs and furnishes Customer with a copy of such Claim; (ii) gives Customer copies of all evidence applicable to the Claim in StormForge's possession, custody or control; and (iii) gives Customer reasonable assistance in such Claim, at Customer's expense, and the sole control of the defense thereof and all negotiations for its compromise or settlement, provided that Customer shall not compromise or settle any such Claim unless StormForge is unconditionally released from all liability.

12. LIMITATION OF LIABILITY

EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 11 OR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 6, THE PARTIES HEREBY WAIVE ANY AND ALL RIGHTS TO ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT IN ANY WAY (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS, UNAVAILABILITY OF THE HOSTED SERVICES, OR UNAVAILABILITY OF OR DAMAGE TO THE CUSTOMER'S KUBERNETES DEPLOYMENT OR ANY OF CUSTOMER'S OTHER SYSTEMS), UNDER ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT, OR BREACH OF STATUTORY DUTY), EVEN IF CUSTOMER OR STORMFORGE IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 11 OR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 6, AT NO TIME SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT IN ANY WAY, UNDER ANY THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT OF ALL FEES PAID OR DUE TO STORMFORGE UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE MOST RECENT CLAIM. STORMFORGE SHALL HAVE NO LIABILITY FOR DELAYS, FAILURES OR LOSSES ATTRIBUTABLE OR RELATED, IN ANY WAY, TO ANY THIRD PARTY APPLICATION OR SERVICES. THE FOREGOING LIMITATIONS OF LIABILITY AND EXCLUSIONS OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY REMEDIES PROVIDED. THESE LIMITATIONS AND EXCLUSIONS ARE REFLECTED IN THE PRICING OF THE APPLICATION SUBSCRIPTION AND SERVICES, AND THEY REPRESENT AN AGREED ALLOCATION OF RISK BETWEEN THE PARTIES AND ARE AN ESSENTIAL PART OF THIS AGREEMENT.

13. EXPORT CONTROL

StormForge provides services and uses software and technology that may be subject to U.S. export controls administered by the U.S. Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Customer agrees to comply strictly with all U.S., Swiss, and European Union export laws and assume sole responsibility for obtaining

licenses to export or re-export as may be required for Customer Data.

The Hosted Services may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations.

StormForge and its licensors make no representation that the Hosted Services is appropriate or available for use in other locations. Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Customer Data contrary to U.S., Swiss, or European Union (including European Union Member States) law is prohibited. None of the Customer Data, nor any information acquired through the use of the Hosted Services, is or will be used for nuclear activities, chemical, or biological weapons, or missile projects, unless specifically authorized by the U.S. government or appropriate European body for such purposes.

14. FORCE MAJEURE

StormForge shall not be in default of this Agreement if prevented from performing any obligation for any reason beyond its reasonable control including, without limitation, governmental laws and regulations, terrorists acts, acts of God or the public, calamities, floods, and storms, act of public authority, injunction, war, embargo, strike, lock out, failure or delay of supplier or carrier, failure of public utility, casualty, or natural disaster, or any other cause, circumstance or condition, whether pre-existing or supervening, that is beyond its reasonable control (a "**Force Majeure Event**"). To the extent failure or delay in performance is caused by such a cause, StormForge shall be excused from performance under this Agreement for so long as such circumstance continues to prevent performance.

15. TERM

A. **Term.** The Term of this Agreement shall begin on the Effective Date and comprise the Initial Term and all Renewal Terms and shall continue in full force and effect until it expires or is terminated in accordance with this Agreement.

B. **Initial Term.** The Initial Term of this Agreement shall begin on the Effective Date and continue for until the end of the Term set forth on the Order Form, or, if no term is set forth on the Order Form, for one (1) year.

C. **Renewal Term(s).** Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one-year terms, provided that the Subscription Fee will be increased by the amount of the increase in the Consumer Price Index for All Urban Consumers (CPI-U) published by the United States Department of Labor Bureau of Labor Statistics or a comparable successor index during the period of the prior term.

D. **Non-Renewal.** The Initial Term shall be non-cancellable. Either Party may give notice of non-renewal of this Agreement, effective only upon the expiration of the Initial Term or then-current Renewal Term, by notifying the other Party in writing at least sixty (60) days prior to the beginning of the next Renewal Term.

16. TERMINATION

1. **A.** **Termination for Cause**. Either Party may, in addition to other relief, suspend or terminate this Agreement if the other Party breaches any material provision hereof and fails within thirty (30) days after receipt of notice of default to correct such default, or to commence corrective action reasonably acceptable to the aggrieved Party, and proceed with due diligence to completion. In addition, either Party shall be in material default hereof if it commences voluntary or involuntary winding up, or makes an assignment of substantially all its assets for the benefit of its creditors, or a receiver is appointed or a petition in bankruptcy is filed with respect to the Party and is not dismissed within one hundred twenty (120) days. Any breach of Customer's payment obligations or unauthorized use of the Hosted Services will be deemed a material breach of this Agreement.

B. **Results of Termination for Cause.** StormForge, in its sole discretion, may terminate Customer's use of the Hosted Services if Customer commits a material breach and such breach has not been cured within 30 days' notice of such breach.

C. **Termination Without Cause**. Customer may terminate this Agreement in the event that it is required to cease its use of the Hosted Services by laws or regulations, which become effective after the Effective Date, and which are applicable to Customer. Other than the foregoing, in no event shall there be termination for convenience during the Initial Term or a Renewal Term of this Agreement or a refund or cancellation of any Initial Term or Renewal Term Subscription Fees. The Subscription Fees have been negotiated by the Parties and reflect special pricing and allocation of resources by StormForge.

D. **Return of Customer Data**. In the event this Agreement is terminated, StormForge will make available to Customer a file of the Customer Data within 30 days of termination if Customer so requests in writing at the time of termination. Customer agrees and acknowledges that StormForge has no obligation to retain the Customer Data, and may delete such Customer Data, after such thirty-day period after termination, if Customer does not request a file of Customer Data. In the event of termination due to Customer's breach, StormForge may apply a reasonable time and materials fee to make available to Customer the file of Customer Data.

17. GENERAL

A. **Integration.** This Agreement, inclusive of the Order Form and these Terms and Conditions and their attached Exhibits constitute a complete and exclusive final written expression of the terms of agreement between the Parties regarding the subject matter hereof. It supersedes all earlier and contemporaneous agreements, understandings and negotiations concerning the subject matter.

B. **Amendment.** There will be no modification to this Agreement unless it is in writing signed by duly authorized representatives of each Party. Any representations, promises, warranties or statements made by either Party that differ in any way from the terms of this Agreement will not be binding on either Party and will be void unless made in writing and signed by a duly authorized representative of each Party.

Other than the Order Form or a valid amendment in writing signed by the Parties, no document or pre-printed form shall be used to modify, interpret, supplement, add to, or alter in any way the terms and conditions of this Agreement. Any restrictive endorsement on any check or any instrument of payment to a Party that purports to alter this Agreement or any of the Parties' rights will be deemed void and of no force or effect.

C. **Assignment or Change in Control.** This Agreement may not be assigned by either Party without the prior written approval of the other Party, but may be assigned without consent in the event of a merger or reorganization in which the surviving entity owns or controls more than 50% of the acquired Party and agrees in writing to assume the obligations under this Agreement. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Customer that results, or would result, in a direct competitor of StormForge directly or indirectly owning or controlling 50% or more of Customer shall entitle StormForge to terminate this Agreement for cause immediately upon written notice.

D. **Independent Contractors.** The relationship between StormForge and Customer has been and will continue to be that of independent contractors. Neither Party is the legal representative, agent, joint venturer, partner, employee, or employer of the other Party under this Agreement for any purpose whatsoever. Neither Party has any right, power, or authority under this Agreement to assume or create any obligation of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect. This Agreement does not create or imply any partnership, agency or joint venture between the Parties.

E. **Security; No Conflicts**. Each Party agrees to inform the other of any information made available to the other Party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each Party represents and warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the Party or create any conflict of interest and shall promptly notify the other Party if any such conflict arises during the Term.

F. **Insurance**. Each Party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory workers' compensation, comprehensive general liability for bodily injury and tangible property damage, and shall provide Certificates of Insurance to the other Party, upon reasonable request, evidencing such coverage and amounts.

G. **Governing Law, Jurisdiction, and Venue.** This Agreement (and the right and obligations of the Parties with respect to their relationship under this Agreement) are governed by and must be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction. The Parties hereto consent to the jurisdiction of all federal and state courts in Massachusetts, and agree that venue lies exclusively in Boston, Massachusetts. Any claim by one Party against the other Party must be brought within three years after it arose, or be barred. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

H. **Dispute Resolution.** All claims will be resolved exclusively by binding arbitration, subject to the commercial rules of the American Arbitration Association; provided, however, that the foregoing shall not prevent either Party from seeking or obtaining ongoing injunctive relief from a court of competent jurisdiction to prevent the breach or threatened breach of this Agreement or infringement or misappropriation of its Intellectual Property Rights.

I. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

J. **No Agency.** The Parties acknowledge and agree that each is an independent contractor and nothing herein constitutes a joint venture, partnership, employment, or agency between Customer and StormForge as a result of this Agreement or use of the Hosted Services. Neither Party shall have the right to bind the other Party or cause it to incur liability.

K. **Waiver.** The failure of either Party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such Party in writing.

L. **Non-Solicitation.** Each Party agrees that, during the Term of this Agreement and for a period of one year thereafter, it will not, except with the other Party's prior written approval, solicit the employment of any employee, consultant or subcontractor of such other Party that directly participated in the activities set forth in this Agreement. The foregoing shall specifically not apply to general solicitations of employment issued by either Party to which an employee of the other may voluntarily respond.

M. **Customer List.** Customer consents to the use of Customer's name and the Customer's logo, exactly in the form as provided by Customer to StormForge, in StormForge's customer list on its website and in its marketing materials, during the Term of this Agreement.

N. **Survival.** Any rights, obligations, or required performance of the Parties in this Agreement which, by their express terms or nature and context are intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

O. **Attorneys' Fees.** The prevailing Party in any action or proceeding to enforce this Agreement, including any efforts to collect amounts due under this Agreement by engagement of any attorney, collection agency or otherwise, is entitled to recover from the other Party its costs and attorneys' fees in addition to any damages available to such Party.

P. **Remedies Cumulative.** Except as otherwise set forth in this Agreement and subject to the terms of this Agreement, including Section 12 (Limitation of Liability), all remedies, whether under this Agreement, provided by law, or otherwise, are cumulative and not alternative, may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of the other remedies.

Q. **Notices.** Any notice, demand, request, or other communication required or permitted to be given under this Agreement must be made in writing, properly addressed to the Party to receive notice at the address set forth on the Order Form hereof or at such other address for notice as such Party may hereafter designate by written notice to the other Party given in the manner provided herein, and will be deemed given and received: (i) upon receipt if personally delivered; (ii) on the next business day after delivery to a nationally-recognized overnight courier service; (iii) on the third business day after deposit with the U.S. Postal Service if sent by certified or registered mail, return receipt requested, postage prepaid; or (iv) to the extent applicable, by such other method as may be expressly permitted in this Agreement for certain communications.

R. **Construction.** If any provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable under applicable law in any respect, then: (i) such invalidity, illegality, or unenforceability will not affect the other provisions of this Agreement; (ii) this Agreement will be construed as if such invalid, illegal, or unenforceable provision were excluded from this Agreement; and (iii) the court in its discretion may substitute for the excluded provision an enforceable provision which in economic substance reasonably approximates the excluded provision. If any provision of this Agreement is for any reason held to be excessively broad as to duration, geographical scope, activity, or subject, then such provision will be construed by limiting and reducing it so as to be enforceable to the extent compatible with the then-applicable law.

EXHIBIT A

STANDARD SUPPORT SERVICE TERMS

These Support Services Terms describe the Support Services which current, compliant subscribers of Support Services are entitled to receive pursuant to the governing agreement between StormForge ("StormForge") and Customer ("Agreement"). These Support Services Terms form an integral part of, and are incorporated by reference into, the Agreement. Capitalized terms used in these Support Services Terms without definition have the meaning as set forth in the Agreement.

1. Definitions

"Issue" - means a malfunction in the StormForge Product that can be duplicated by StormForge that materially degrades the use or performance of Customer's business system the StormForge Product is installed to or the use of the StormForge Product ("Business System").

"Fix" - means the repair, removal, or replacement of code in the StormForge Product or a workaround to address or remedy an Issue.

"Priority 1 Issue" - means an Issue that renders the StormForge Product critically inoperative or critically degraded, and/or critically impacts the Business System, such that: (i) the Business System's production system is critically impaired or completely shut down, or (ii) the Business System's system operations or mission critical applications are down.

"Priority 2 Issue" - means an Issue that significantly degrades StormForge Product performance with respect to the Business System.

"Priority 3 Issue" - means an Issue that affects Customer's use of the StormForge Product, but does not critically or significantly degrade the StormForge Product's performance with respect to the Business System.

"StormForge Product" - means the eligible StormForge software or offering licensed by StormForge listed herein.

"Technical Contact" - means a Customer employee technically familiar and competent with Customer's systems (including the Business System), infrastructure and use of the StormForge Product, who: (i) has "read, write and execute" access to the necessary files, English language communication skills and relevant technical knowledge; and (ii) is the designated Customer contact to receive Support Services, and to resolve Customer technical issues related to the StormForge Product.

"Update" - means subsequent releases of the StormForge Product that are generally made available by StormForge to its customers using the StormForge Product as part of Support Services at no additional charge. Updates may include updated code to accommodate changes in applicable industry standards. Updates shall not include any releases, enhancements, functionality or products which StormForge licenses separately or provides at a fee separate from the Support Services fee. Updates are delivered only on an as if and when available basis.

2. Support Services Coverage

Subject to the terms of these Support Services Terms (which includes the table set forth below) for the respective StormForge Product, and the other terms of the Agreement (including, without limitation, Customer's payment of the applicable Support Services fees to StormForge), StormForge will provide Customer with the Support Services described herein for the applicable StormForge Product, exclusive of any integration issues between the StormForge Product and applicable Third Party Software. Customer shall designate the permitted number of Technical Contacts who are responsible for resolving user issues, and only such Technical Contacts may contact StormForge for the provision of Support Services.

3. StormForge Product Maintenance

StormForge will periodically, and in its sole discretion, provide Customer with Fixes to Issues and Updates to StormForge Product. For software-as-a-service offerings, StormForge will automatically implement and maintain all updates and upgrades and Customer will always be maintained on the most recent release, unless otherwise designated by StormForge. Support and maintenance for on-premises StormForge Products are subject to StormForge's then current support lifecycles for the respective StormForge Product.

4. Customer Obligations

Customer and its Technical Contacts shall: (i) make reasonable efforts to resolve Customer issues or identify issues as relating to the StormForge Product prior to contacting StormForge for Support Services; and (ii) provide StormForge with sufficient information and resources to address the Issue, and access to the personnel, hardware, and any additional software as reasonably necessary to enable StormForge to reproduce, analyze and address the Issue. The StormForge Support Portal is located in https://app.stormforge.io under "Help" -> "Send Help Email" or by emailing techsupport@stormforge.io

5. Support Services Exclusions

StormForge is not obligated to provide Support Services when: (i) the StormForge Product has been changed, modified or damaged, which includes, but is not limited to, any code or workflows developed by Customer; (ii) the issue is caused by Customer's negligence, misuse of software or hardware, hardware or network malfunction, or other causes other than the StormForge Product; (iii) the issue is caused by hardware, third party software, infrastructure, or non-StormForge applications or platforms; or (iv) the version of the StormForge Product is not a currently supported version, per the support lifecycle policy for each respective StormForge Product. Support Services excludes anything not set forth in these Support Services Terms, and specifically excludes support of any hardware or any software other than the StormForge Product, including without limitation, any integration with Third Party Software or non-StormForge applications or platforms.

6. Changes

StormForge reserves the right to change these Support Services and Maintenance Terms at any time; provided however, that any such changes which occur during the then-current Support Services term for which Customer has paid fees to StormForge, will not materially diminish the Support Services to be provided during the remainder of such Support Services term. It is your responsibility to check these Support Services and Maintenance Terms periodically for changes. By continuing to use the Support Services, you are indicating your acceptance of such changes.

7. Support Service Levels

The below SLA applies to all StormForge SaaS licensed customers and self-managed StormForge licensed customers. **Initial Response Times** refers to the time elapsed between StormForge's receipt of a reported issue and the time when StormForge support staff responds to such a request.

Initial Response Times			
	Free	**All Customers**	**Enterprise**
Business Hours	-	Monday to Friday * 9 am - 5 pm EST	Monday to Friday * 6 am - 6 pm EST
Engagement Type	Community Slack	Email and Web Portal	Email and Web Portal
P1	-	Within 4 Business Hours	Within 1 Hour
P2	-	Within 8 Business Hours	Within 2 Hours
P3	-	Within 1 Business Day	Within 12 Hours
P4	-	Within 2 Business Days	Within 1 Business Day

EXHIBIT B

Service Level Addendum

This Service Level Addendum describes the Hosted Services availability commitment and corresponding remedies made available to purchasers of Enterprise Subscriptions pursuant to Section 2(D) of the governing agreement between StormForge and Customer (the "Agreement"). This Service Level Commitment forms an integral part of, and is incorporated by reference into, the Agreement. Capitalized terms used herein without definition have the meaning as set forth in the Agreement.

1. **Commitment**. StormForge shall use commercially reasonable efforts to make the Hosted Services Available to Customer 99.5% of the time for each calendar month during the Term of Customer's Enterprise Subscription (the "Availability Commitment"). As used in this Exhibit B, "Available" means that the Hosted Services for which Customer has purchased an Enterprise Subscription are powered on and responding to network messages, as measured by StormForge.

2. **Excused Downtime**. As used in this Exhibit B, "Excused Downtime" means any period during which the Hosted Services are not Available where such failure results from (a) Scheduled Maintenance; (b) downtime or degradation due to a Force Majeure Event; (c) downtime or degradation due to any unscheduled or emergency maintenance necessary to address a Force Majeure Event or a risk to the security or integrity of the Hosted Services or any customer's data processed therein; (d) any other circumstances beyond StormForge's reasonable control, including Customer's or any User's use of third party materials, misuse of the Hosted Services, or use of the Hosted Services other than in compliance with the express terms of this Agreement and all applicable documentation and specifications; or (e) any suspension or termination of Customer's or any Users' access to or use of the Hosted Services as permitted by this Agreement. As used in this Exhibit B, "Scheduled Maintenance" means maintenance for which StormForge posts a written notice of such maintenance to StormForge's or the Hosted Services' website at least 48 hours prior to the beginning of such maintenance.

3. **Credits**. If both (a) the Availability Commitment set forth in Section 1 of this Exhibit B is not met (excluding any Excused Downtime), and (b) Customer attempted to access and use the Hosted Services during such period as recorded by StormForge's logs, then as its sole and exclusive remedy Customer may receive from StormForge a credit towards a future month's Subscription Fees. The credit amount shall be:

Time Available during the calendar month (excluding any Excused Downtime)	Credit (as % of monthly Subscription Fees)
<99.5% and >=97.0%	3%
<97.0% and >=95.0%	5%
<95.0%	10%

4. **Process for Claims**. In order to claim a credit, Customer must provide written notice thereof to StormForge within 10 business days following the claimed failure to meet the Availability Commitment. StormForge will review such notice and, if StormForge determines that the credit is warranted, StormForge will issue the credit to Customer as a decrease in fees due for Customer's next recurring payment for Hosted Services. The credit amount shall be a percentage (as specified above) of monthly Subscription Fees for the affected Hosted Services. If Customer pays for Hosted Services on an annual basis, then the credit amount shall be the above percentage applied to one-twelfth (1/12) of the next annual payment. Credits are only available as a decrease in future payments for Hosted Services, and in no event will StormForge issue refunds relating thereto.

5. **Exclusive Remedy**. The credits set forth in Section 3 of this Exhibit B are Customer's sole and exclusive remedy for any unavailability of the Hosted Services. StormForge shall have no liability for unavailability of the Hosted Services other than credits issued in accordance with the procedure set forth above.