



**FIDDLER LABS INC.
MASTER TERMS**

The following provisions, terms and conditions (the “**Master Terms**”) govern the provision of a license to the Licensed Software and/or access to and use of the Hosted Software ordered in an Order Form to be provided or made available by Fiddler Labs, Inc. (“**Fiddler**”) to the entity identified in the applicable Order Form and agreeing to these Master Terms (“**Customer**”) (each of Fiddler and Customer, a “**Party**”). By entering into a physical or digital order form with Fiddler (each, a “**Order Form**”, and all Order Forms, together with these Master Terms and the relevant Addenda, the “**Agreement**”), Customer and the individual submitting the Order Form or accepting the Master Terms on Customer's behalf represent that: (i) Customer agrees to be bound by this Agreement; and (ii) such individual has the authority to enter into this Agreement on behalf of Customer, and to bind Customer to this Agreement. If Customer does not agree to be bound by this Agreement, Customer may not access and use the Hosted Software and/or Licensed Software, as applicable.

1. GENERAL. These Master Terms contain the general terms and conditions governing the general legal relationship between Fiddler and Customer relating to the mutual covenants and obligations of the Parties set forth in an addendum to this Agreement, if any, including, without limitation, Fiddler's standard form of Hosted Services Addendum, On-Premise Addendum or Self-Hosted Services Addendum (each, an “Addendum”). Fiddler's provision of licenses to its proprietary software (“**Licensed Software**”), or access to a hosted, online version of such software (“**Hosted Software**”), and the provision of services related to such licenses or services (“**Hosted Services**”), are subject to the terms and conditions contained in this Agreement and any applicable Addenda. However, Customer acknowledges and understands that these Master Terms do not, absent execution of such an Addendum, impose any obligation upon Fiddler to provide any such license, access or services.

2. ORDER OF PRECEDENCE. In the event of a conflict between these Master Terms and any Addendum, these Master Terms shall govern unless the provisions of the relevant Addendum explicitly state the Parties' intention that the particular relevant portion of the Addendum should supersede these Master Terms.

3. FEES AND PAYMENTS

3.1 Fees Payable. In consideration for Fiddler's performance under this Agreement, Customer agrees to pay such amounts as may be required by each and all Addenda, as applicable. Except as otherwise provided in any applicable Addendum, all amounts due hereunder shall be due within thirty (30) days after the relevant invoice date.

3.2 Customer's Operating Expenses. As between the Parties, Customer shall bear all expenses incurred in performance of its obligations or exercise of its rights under this Agreement.

3.3 Disputed Charges. Customer must notify Fiddler in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, Customer shall be deemed to have agreed to the charges as invoiced after the expiration of such time period.

3.4 Late Charges. Fiddler reserves the right to charge, and Customer agrees to pay, a late charge equal to one and one-half percent (1½%) per month on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance.

3.5 Taxes. All amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Customer will be responsible for payment of all such taxes (other than taxes based on Fiddler's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of services. Customer will make all payments required hereunder to Fiddler free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments hereunder to Fiddler will be Customer's sole responsibility, and Customer will, upon Fiddler's request, provide Fiddler with official receipts issued by the appropriate taxing authority, or such other evidence as Fiddler may reasonably request, to establish that such taxes have been paid.

3.6 Auditing Rights and Required Records. If any amounts payable under this Agreement (including under any Addendum) are not based upon a fixed sum ascertainable as of the effective date of the applicable Addendum, Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Fiddler will have the right, at its own expense, upon reasonable prior notice, periodically to inspect and audit the records of Customer with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Fiddler with respect to any amounts due and payable during the period to which such inspection and audit relate, Customer shall promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with Section 3.4, and further provided that if the amount of such underpayment equals or exceeds five percent (5%) of the total amounts due and payable by Customer during period to which such audit relates, Customer shall reimburse Fiddler for the cost of such inspection and audit. Such inspection and auditing rights shall extend throughout the Term and for a period of two (2) years after the termination of this Agreement.

4. CONFIDENTIALITY

4.1 Definition; Ownership of Confidential Information. “**Confidential Information**” means any material or information relating to a Party's research, development, products, product plans, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, or other business information or trade secrets that such disclosing Party treats as proprietary or confidential. Without limiting the foregoing, the software and any databases (including any data models, structures, non-customer specific data and aggregated statistical data contained therein) of Fiddler shall constitute Confidential Information of Fiddler.

4.2 The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

4.3 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or

destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

4.4 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 4.1 and 4.2 shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

4.5 Data Privacy. In relation to Hosted Services, Fiddler shall comply with its obligations set forth in the [Data Processing Addendum](#).

5. OWNERSHIP. Customer acknowledges that Fiddler and its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and other intellectual property rights ("*Intellectual Property Rights*") in and to the Licensed Software and the Hosted Services (including all components thereof), and Fiddler expressly reserves all rights not expressly granted to Customer in this Agreement. Customer shall not engage in any act or omission that would impair Fiddler's and/or its licensors' Intellectual Property Rights in the Licensed Software, the Hosted Services and any other materials, information, processes or subject matter proprietary to Fiddler.

6. WARRANTIES

6.1 Representations and Warranties. Each Party represents and warrants to the other that the execution and performance of this Agreement does not and shall not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations.

6.2 No Other Warranties. EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THIS AGREEMENT (INCLUDING IN ANY ADDENDA HERETO), THE LICENSED SOFTWARE, HOSTED SERVICES, AND ANY OTHER MATERIALS, SOFTWARE, DATA AND/OR SERVICES PROVIDED BY FIDDLER ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND FIDDLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY FIDDLER ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. FIDDLER DOES NOT WARRANT THAT THE LICENSED SOFTWARE, THE HOSTED SERVICES OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT FIDDLER'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CUSTOMER ONLY.

7. LIMITATION OF LIABILITY

7.1 Limitations. IN NO EVENT SHALL FIDDLER BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF FIDDLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. EXCEPT WITH RESPECT TO LIABILITY ARISING FROM FIDDLER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.1, THE CUMULATIVE LIABILITY OF FIDDLER TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO FIDDLER BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

7.2 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

8. INDEMNIFICATION

8.1 Indemnification by Fiddler.

(a) Fiddler shall defend, indemnify, and hold Customer harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim by a third party that any use of, or access to, the Licensed Software expressly authorized under this Agreement infringes or misappropriates, as applicable, any U.S. patent or any copyrights or trade secrets under applicable laws of any jurisdiction within the United States, provided that Customer gives Fiddler (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as Fiddler may reasonably request, at Fiddler's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Fiddler shall not settle any third-party claim against Customer unless such settlement completely and forever releases Customer with respect thereto or unless Customer provides its prior written consent to such settlement. In any action for which Fiddler provides defense on behalf of Customer, Customer may participate in such defense at its own expense by counsel of its choice.

(b) Notwithstanding the foregoing, Fiddler shall have no obligation or liability to the extent that the alleged infringement arises from (1) the combination, operation, or use of the Licensed Software or Hosted Services with products, services, information, materials, technologies, business methods or processes not furnished by Fiddler; (2) modifications to the Licensed Software and/or Hosted Services, which modifications are not made by Fiddler; (3) failure to use updates to the Licensed Software and/or Hosted Services provided by Fiddler; or (4) use of the Licensed Software and/or Hosted Services except in accordance with any applicable user documentation or specifications (circumstances under the foregoing clauses (1), (2), (3) and (4), collectively, "*Customer Indemnity Responsibilities*").

(c) Upon the occurrence of any claim for which indemnity is or may be due under this Section 8.1, or in the event that Fiddler believes that such a claim is likely, Fiddler may, at its option (i) modify the Licensed Software and/or Hosted Services so that they become non-infringing, or substitute functionally equivalent software or services; (ii) obtain a license to the applicable

third-party intellectual property rights; or (iii) terminate this Agreement on written notice to Customer and refund to Customer all prepaid, but unearned amounts for the Licensed Software and/or Hosted Services. The obligations set forth in this Section 8.1 shall constitute Fiddler's entire liability and Customer's sole remedy for any actual or alleged infringement or misappropriation.

8.2 Indemnification by Customer. Customer shall indemnify, hold harmless, and, at Fiddler's option, defend Fiddler from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with Customer Indemnity Responsibilities, Customer's breach of this Agreement, or any data, information or other content or materials provided to Fiddler by Customer under this Agreement. Fiddler agrees to give Customer (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as Customer may reasonably request, at Customer's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Customer shall not settle any third-party claim against Fiddler unless such settlement completely and forever releases Fiddler with respect thereto or unless Fiddler provides its prior written consent to such settlement. In any action for which Customer provides defense on behalf of Fiddler, Fiddler may participate in such defense at its own expense by counsel of its choice.

9. TERM AND TERMINATION

9.1 Agreement. This Agreement will begin on the date Customer accepts it and continue in full force and effect as long as any Order Form remains in effect, unless earlier terminated in accordance with this Section 9("Term").

9.2 Termination for Breach. Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter (i) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within thirty (30) days after receiving written notice thereof; or (ii) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

9.3 Termination Upon Bankruptcy, Insolvency, Etc. Either Party may terminate this Agreement immediately upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within 30 days.

9.4 Termination of Individual Addenda. In addition to each Party's rights under Sections 9.1 and 9.2, each Party may terminate any particular Addendum according to any provision therein permitting such termination, provided that this Agreement (including these Master Terms and any other Addenda) shall remain in full force and effect in accordance with its terms.

9.5 Accrued Obligations. Termination of this Agreement and/or any particular Addendum shall not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Addendum to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement or any Addenda as permitted by any provision in this Section 9 shall incur no additional liability merely by virtue of such termination.

9.6 Cumulative Remedies. Termination of this Agreement and/or any applicable Addendum, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby.

9.7 Effect of Termination. Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (iv) shall promptly pay all amounts due and remaining payable hereunder.

9.8 Survival of Obligations. The provisions of Sections 3, 4, 5, 6.2, 7, 8, 9.5, 9.6, 9.7, 9.8 and 10, as well as Customer's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

10. MISCELLANEOUS

10.1 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS RULES REGARDING CONFLICTS OF LAWS. CUSTOMER AGREES THAT ANY AND ALL CAUSES OF ACTION BETWEEN THE PARTIES ARISING FROM OR IN RELATION TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED WITHIN THE STATE OF CALIFORNIA.

10.2 Arbitration. ANY CLAIM OR CONTROVERSY ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY BREACH THEREOF BETWEEN THE PARTIES SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION BEFORE JAMS IN THE STATE OF CALIFORNIA, COUNTY AND CITY OF SAN FRANCISCO, PURSUANT TO THE JAMS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES. ALL PARTIES FURTHER AGREE THAT THE ARBITRATION SHALL BE CONDUCTED BEFORE A SINGLE ARBITRATOR WHO SHALL BE AN INDEPENDENT RETIRED CALIFORNIA OR FEDERAL JUDGE OR JUSTICE WHO CURRENTLY IS, OR WAS AT THE TIME OF RETIREMENT, IN GOOD STANDING. SUBJECT TO THE FOREGOING, THE ARBITRATOR SHALL BE SELECTED THROUGH THE PROCEDURE SET FORTH IN RULE 15, SUBSECTIONS (b) – (f) OF THE JAMS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES. The Parties further agree that, upon application of the prevailing party, any Judge of the Superior Court of the State of California, for the County of San Francisco, may enter a judgment based on the final arbitration award issued by the JAMS arbitrator, and the Parties expressly agree to submit to the jurisdiction of this Court for such a purpose. THE PARTIES UNDERSTAND THAT BY AGREEMENT TO BINDING ARBITRATION THEY ARE GIVING UP THE RIGHTS THEY MAY OTHERWISE HAVE TO TRIAL BY A COURT OR A JURY AND ALL RIGHTS OF APPEAL, AND TO AN AWARD OF PUNITIVE OR EXEMPLARY DAMAGES.

10.3 Force Majeure. Fiddler shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of Fiddler. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

10.4 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of electronic mail, if to Customer, as set forth on the applicable Order Form, or if to Fiddler, at legal@fiddler.ai. Customer hereby consents to receiving electronic communications from Fiddler relating to this Agreement. Customer agrees that any notices, agreements, disclosures, or other communications that Fiddler sends to Customer electronically will satisfy any legal communications requirements, including that such communications be in writing.

10.5 Publicity. Fiddler may publicly refer to Customer, including on Fiddler's website and in sales presentations, as a

Fiddler customer and may use Customer's logo for such purposes. Customer hereby grants to Fiddler a limited, worldwide license to use Customer's logo in conformance with Customer's trademark usage guidelines and solely for the purposes of fulfilling its obligations or exercising its rights hereunder.

10.6 Assignment. Neither Party shall assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement, without requiring such prior consent, in connection with a merger or sale of all or substantially all of its assets, provided that the assignee agrees in writing to assume the assignor's obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of Fiddler and Customer and their successors and permitted assigns.

10.7 Independent Contractors. Customer and Fiddler acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

10.8 Amendment. No amendment to this Agreement or any Addendum shall be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.

10.9 Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

10.10 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering

any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

10.11 Causes of Action. No action arising from or related to this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued, except that an action for non-payment may be brought within two (2) years after the date such amount was due.

10.12 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

10.13 U.S. Government End-Users. Each of the components that constitute the Licensed Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Licensed Software with only those rights set forth herein.

10.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

10.15 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

10.16 Entire Agreement. This Agreement (together with any Addenda) sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.



FIDDLER LABS INC.

HOSTED SERVICES ADDENDUM

This **HOSTED SERVICES ADDENDUM** (the “**Addendum**”) is an addendum to, and is hereby incorporated into, the Fiddler Master Agreement between Fiddler and Customer, including the Master Terms and other Addenda incorporated therein (collectively, the “**Agreement**”). Certain capitalized terms used in this Addendum, not otherwise defined above, shall have the meanings set forth below. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Master Terms.

1. ACCESS TO HOSTED SERVICES. Subject to the terms and conditions of this Agreement and during the Access Term, Fiddler shall provide Customer with access to the Hosted Services solely in accordance with Fiddler's standard user manuals and/or related documentation generally made available to customers of the Hosted Services (“**Documentation**”), and solely for Customer's internal business purposes permitted by Customer's usage limit as stated in the Order Form. Customer understands that this Addendum grants certain rights of access only, and that nothing in this Addendum may be interpreted to require delivery of a copy of the Hosted Software to Customer or installation of such a copy upon any computers or systems under Customer's control. For sake of clarity, each particular Server Instance shall be authorized to access only such portions, components or applications within the Hosted Software with respect to which such Server Instance has usage rights, if any, under the relevant Hosted Services Addendum.

2. OWNERSHIP; PROPRIETARY RIGHTS. Subject to the rights granted in Section 1, Fiddler retains all right, title and interest in and to the Hosted Software, the Documentation and associated intellectual property rights, and Customer acknowledges that it neither owns or acquires any rights in any of the foregoing not expressly granted by this Addendum. Customer further acknowledges that Fiddler retains the right to use the Hosted Software for any purpose in Fiddler's sole discretion, and Fiddler reserves all rights not expressly granted in this Addendum.

3. FIDDLER OBLIGATIONS

3.1 Procedures and Technical Protocols. Fiddler will specify to Customer procedures according to which Customer may establish and obtain access to, and use of, the features and functions of the Hosted Service, including, without limitation, provision of any access codes, passwords, technical specifications, connectivity standards or protocols, or any other relevant procedures, to the limited extent any of the foregoing may be necessary to obtain access to the Hosted Services via the Internet (together with relevant portions of the Documentation, the “**Access Protocols**”).

3.2 Responsibility for Hosting of Service. As between the Parties, Fiddler will bear responsibility, at its own expense, for hosting and operation of hardware and software necessary to provide the Hosted Services through Fiddler's URL provided to Customer, provided that Customer will be responsible for procuring and/or operating computer systems, software and telecommunications services meeting such minimum technical requirements as Fiddler may specify, as necessary for Customer to obtain access to the Hosted Services as hosted by Fiddler.

3.3 Data Retention. Customer acknowledges and understands that use of the Hosted Services will permit or require Customer to provide certain of Customer's data to Fiddler for purposes of processing or storage using the features and functions of the Hosted Services (“**Customer Data**”). During the term of this Addendum, Fiddler will make such Customer Data available to Customer through online access to the Hosted Service. All such Customer Data shall be considered proprietary to Customer, and Fiddler will not use such Customer Data except as necessary to perform under this Agreement. Customer acknowledges and agrees that, except as otherwise agreed between the Parties in an exhibit to this Addendum or in a separate written agreement, Fiddler will have no obligation to archive or back-up Customer Data, nor will Fiddler have any liability for any loss or corruption of Customer Data, nor will Fiddler have any obligation under this

Agreement to retain any Customer Data after the expiration or termination of the Access Term.

3.4 Professional Services; Training and Support.

Customer may request that Fiddler provide certain professional services related to Customer's use of the Hosted Services, including, by way of example, configuration or customization of the Hosted Services, training of Customer personnel regarding use of the Hosted Services and/or provision of technical support related to the Hosted Services. However, unless otherwise agreed between the Parties in the Order Form, Fiddler shall have no obligation to provide or perform such services for or on behalf of Customer.

4. GENERAL USAGE RESTRICTIONS

4.1 Prohibited Uses. Customer will not use the Hosted Services or Documentation for any purposes beyond the scope of the licenses granted in this Addendum. Without limiting the generality of the foregoing, Customer will not (i) authorize or permit use of the Hosted Services or Documentation on more than the Customer's usage limit as stated in the Order Form; (ii) market or distribute access to the Hosted Services or market or distribute the Documentation; (iii) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under the access rights granted in Section 1; (iv) use the Hosted Services in any time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party; (v) modify or create any derivative works of the Hosted Services (or any component thereof) or Documentation, except with the prior written consent of Fiddler; (vi) combine or integrate the Hosted Services with hardware, software or technology not provided to Customer by Fiddler hereunder; or (vii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Hosted Services is compiled or interpreted, and Customer hereby acknowledges that nothing in this Addendum shall be construed to grant Customer any right to obtain or use such source code.

4.2 Third-Party Restrictions. Customer shall undertake all measures necessary to ensure that its use of the Hosted Services and the Documentation complies in all respects with any contractual or other legally binding obligations of Fiddler to any third party, provided that Fiddler has notified Customer with respect to any such obligations. Customer shall not enter into any contractual relationship or other legally binding obligation with any third party which shall have the purpose or effect of encumbering the use or provision by Fiddler of the Hosted Services or the Documentation.

4.3 Compliance with Laws.

(a) **Export Compliance.** The Hosted Software and other technology made available to Customer (or any derivatives thereof), may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit users to access or use any Hosted Software in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

(b) **Anti-Corruption.** Customer agrees that Customer have not received, been offered, solicited, or accepted any illegal (in accordance with applicable state and federal law) or improper bribe, kickback, payment, gift, or thing of value from any of Fiddler employees or agents in connection with the Agreement.

(c) **Anti-Terrorism.** Neither Party is in violation of any U.S. anti-terrorism law (including applicable Executive Orders), or

engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any U.S. anti-terrorism law.

4.4 Proprietary Notices. Customer shall duplicate all proprietary notices and legends of Fiddler and its suppliers or licensors upon any and all copies of the Documentation made by Customer. Customer shall not remove, alter or obscure any such proprietary notice or legend. Customer shall create and maintain complete and accurate records of all copies of the Documentation made by or on behalf of Customer, including the date such copies are made and where such copies are located. Customer shall promptly provide a copy of such records upon request by Fiddler.

5. FEES AND PAYMENTS

5.1 Payment Obligation. In consideration for the licenses granted to Customer and the performance of Fiddler's obligations under this Addendum, Customer shall pay to Fiddler, without offset or deduction, certain fees, in such amounts as may be determined by reference to the Order Form. Unless otherwise provided in such Order Form, all such fees shall be due and payable within thirty (30) calendar days after an invoice is issued by Fiddler with respect thereto.

5.2 Suspension of Service. In the event that Customer's account is more than thirty (30) days overdue, Fiddler shall have the right in its sole discretion, in addition to its remedies under this Agreement or pursuant to applicable law, to suspend Customer's use of the Hosted Service, without further notice to Customer, until Customer has paid the full balance owed, plus any interest due in accordance with the Master Terms, and has made any security deposit required by Fiddler in its sole discretion.

6. SERVICE STANDARDS

6.1 Limited Service Level Warranty. Fiddler warrants that the Hosted Services will conform in all material respects to the service standards set forth in Exhibit A when accessed and used in strict accordance with the Documentation and the Access Protocols. Notwithstanding any other provision of this Agreement (including, without limitation, Section 7.2 of this Addendum), Customer acknowledges and agrees that its sole and exclusive remedy, and Fiddler's sole and exclusive obligation, with respect to any breach of the foregoing warranty shall be remedies specified in such Exhibit A.

6.2 Limitations of Warranty and Liability. Except as expressly set forth in Section 6.1, Fiddler makes no representations or warranties under this Addendum, and Customer acknowledges that this Addendum is subject to all disclaimers and limitations or liability set forth in the Master Terms.

7. TERM AND TERMINATION

7.1 Access Term. The term of this Addendum will begin on the date Customer accepts it and continue in effect as long as any Order Form remains in effect, unless and until terminated in accordance with this Section 7. Thereafter, this Addendum shall automatically renew for successive one (1)-year terms, unless either Party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the then-current term, as applicable, provided that Fiddler shall have the option to modify the rates and prices with respect to any renewal term by notifying Customer of such new rates and prices at least ninety (90) days prior to the commencement of such renewal term (the period during which this Addendum remains in effect, the "**Access Term**"). Customer may purchase additional entitlement to the Hosted Software, or additional services at any time, through an amendment of the Order Form or an execution of a new Order Form that supersedes the original Order Form.

7.2 Access Termination for Breach. Either Party may, at its option, terminate this Addendum in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Addendum shall terminate in the event that such cure is not made within such thirty (30)-day period. Without limiting the foregoing, Fiddler may immediately terminate this Addendum upon written notice in the event that Customer breaches Section 4 or becomes insolvent or enters bankruptcy during the Access Term.

7.3 Effect of License Termination. Upon any termination of this Addendum, Customer shall (i) immediately discontinue all access to, and use of, the Hosted Services and Documentation; and (ii) promptly pay to Fiddler all amounts due and remaining payable under this Addendum.

7.4 Survival. The provisions of Sections 2, 3, 5, 6.2, 7.3 and 7.4 will survive the termination of this Addendum

FIDDLER LABS INC.
HOSTED SERVICES ADDENDUM
EXHIBIT A - SUPPORT

1. DEFINITIONS

Certain capitalized terms, not otherwise defined in this Exhibit A, will have the meanings set forth in the Master Terms. The following capitalized terms will have the definitions set forth below:

1.1 "System Uptime" will mean the total amount of time during any calendar month, measured in minutes, during which Customer has the ability to access the features and functions of the Hosted Services according to the Access Protocols.

1.2 "Scheduled Downtime" will mean the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the Hosted Services, according to the Access Protocols, due to planned system maintenance performed by Fiddler. Scheduled Downtime shall include the hours 12:00 AM to 5:00 AM PST on Saturday and Sunday for system maintenance, database maintenance, application/OS maintenance, and system upgrades. Fiddler reserves the right to change the aggregated times at which it conducts such maintenance.

1.3 "Emergency Downtime" will mean periods of time during which the Customer is not able to access the features and functions of the Hosted Services due to unanticipated maintenance required to maintain the Hosted Services. Fiddler shall exercise commercially reasonable efforts to conduct such maintenance during the hours of 12:00 AM to 5:00 AM PST on Saturday and Sunday.

1.4 "Unscheduled Downtime" will mean the total amount of time during any calendar month, measured in minutes, during which the Customer is not able to access the features and functions of the Hosted Services according to the Access Protocols, other than Scheduled Downtime and Emergency Downtime, as defined above.

1.5 "System Availability" will mean, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the total time during such month, and thereafter dividing the difference so obtained by the total time during such month. Represented algebraically, System Availability for any particular calendar month is determined as follows:

$$\text{System Availability} = \frac{(\text{Total Monthly Time} - \text{Unscheduled Downtime})}{\text{Total Monthly Time}}$$

NOTE: "**Total Monthly Time**" is deemed to include all minutes in the relevant calendar month, to the extent such minutes are included within the Term of this Agreement.

2. SYSTEM PERFORMANCE

2.1 System Availability: Fiddler will undertake commercially reasonable measures to ensure that System Availability equals or exceeds ninety-eight percent (98%) during each calendar month (the "**Service Standard**"), provided that any Unscheduled Downtime occurring as a result of (i) Customer's breach of any provision of this Agreement; (ii) non-compliance by Customer with any provision of this Exhibit A; (iii) incompatibility of Customer's equipment or software with the Hosted Services; (iv) poor or inadequate performance of Customer's systems; or (v) force majeure (as contemplated in the Master Terms), shall not be considered toward any reduction in System Availability measurements.

2.2 Access to Support; Response Times: Customer may report Unscheduled Downtime at any time ("24x7x365") via e-mail as set forth below. Fiddler will exercise commercially reasonable efforts to respond to reports of Unscheduled Downtime via email acknowledgement within sixty (60) minutes of each such report.

Support e-mail: support@fiddlerlabs.zendesk.com

3. MEASUREMENT AND REPORTS

3.1 System Monitoring and Measurement: Fiddler will provide for monitoring of System Availability on an ongoing basis. All measurements of System Availability will be calculated on a monthly basis for each calendar month during the Term. Availability of access to the features and functions of the Hosted Services through the Customer Web Site will be determined as follows:

Method of System monitoring and measurement: [CloudWatch]

3.2 System Performance Reports: Fiddler will provide reports to Customer on a monthly basis setting forth measurements of Unscheduled Downtime and a calculation of System Availability for the relevant preceding month. If Customer disagrees with any measurement or other information set forth in any such report, it must so inform Fiddler in writing within five (5) calendar days after receipt thereof, provided that the accuracy of any such report shall be deemed conclusive unless such notice is provided by Customer. Any such notice must indicate specific measurements in dispute and must include a detailed description of the nature of the dispute. Fiddler and Customer agree to attempt to settle any such disputes regarding System Availability and/or related measurements in a timely manner by mutual good faith discussions.

4. CUSTOMER REQUIREMENTS

4.1 Minimum System: The service standards set forth in this Exhibit A assume that Customer is able to send to Fiddler, events in a format the Fiddler can consume in order to utilize Fiddler's software capabilities

4.2 Additional Customer Obligations: Except as otherwise agreed between the Parties in an Addendum to this Agreement or pursuant to a separate written agreement, Customer is responsible for (i) maintenance and management of its computer network(s), servers,

software, Web site(s), and any equipment or services related to maintenance and management of the foregoing; and (ii) correctly configuring Customer's systems in accordance with the Access Protocols.

4.3 Reporting of Unscheduled Downtime: Customer must promptly notify Fiddler in the event Unscheduled Downtime occurs.

4.4 Non-Performance by Customer: The obligations of Fiddler set forth in this Exhibit A will be excused to the extent any failures to meet such obligations result in whole or in part from Customer's failure(s) to meet the foregoing requirements.

5. REMEDIES

5.1 Credits Against Fees: In the event Unscheduled Downtime occurs, Customer will be entitled to credits against its subsequent payment obligations under this Addendum according to the following table:

Monthly System Availability [or rolling 3 month average]	Credit Against Fees
97.99% to 95.00%	2% of Monthly Fee
Below 94.99%	5% of Monthly Fee

Except as set forth in the following Section 5.2, the Customer's rights under this Section 5.1 are Customer's sole and exclusive remedy with respect to any Unscheduled Downtime or any failure by Fiddler to meet the Service Standard required by Section 2.1. Except as expressly set forth in this Section 5.1, no right is granted to Customer by this Exhibit A to withhold or offset any amounts otherwise due to Fiddler under this Agreement.

5.2 Termination for Performance Deficiencies: Fiddler acknowledges that System Availability is important to Customer's business processes. Accordingly, Customer may terminate this Addendum in the event that (i) Fiddler fails to meet the Service Standard three (3) or more times during any twelve (12)-month period; (ii) System Availability for any single calendar month falls below 90%; or (iii) Fiddler does not respond within sixty (60) minutes to Customer reports of Unscheduled Downtime by means of telephonic or email acknowledgements with respect to 98% or more of such reports during any twelve (12)-month period. Notwithstanding the foregoing, no material breach of this Agreement will be deemed to occur if Fiddler fails to meet the Service Standard less than three (3) times in any twelve (12)-month period, and Customer shall have no right to terminate this Addendum as a result thereof (unless any such failure causes System Availability to fall below 90% during the relevant calendar month).

6. DATA BACK-UP AND RECOVERY

6.1 Back-Up of Customer Data and Retention: If requested by Customer, Fiddler will perform back-up and archiving of Customer Data according to the schedule set forth in the table below:

Type of Back-Up	Description	When does back-up occur?	Retention Period
Daily Incremental Files	Daily insertions/modifications to customer data made in the previous 24 hours	Daily	One week
Full Back-Up	All Customer Data	Weekly	One month

6.2 Recovery of Archived Data: If Fiddler performs back-up services under Section 6.1 of this Exhibit, above, as may be requested by Customer, Fiddler will exercise commercially reasonable efforts to restore data files from archived copies as quickly as reasonably practicable, as necessary as a result of system failure or data corruption or losses. Customer acknowledges that the amount of time required to restore archived data files is dependent upon numerous factors, including, but not limited, severity or the relevant data corruption or loss. In the event that recovery becomes necessary due to the fault of Customer, Customer shall bear the cost of recovery. If recovery becomes necessary due to the fault of Fiddler, Fiddler shall bear the cost of recovery.

7. SUPPORT ACCESS

Support Access	E-mail: <ul style="list-style-type: none">Fiddler shall maintain a technical support e-mail, which will be staffed by knowledgeable employees capable of providing technical assistance regarding the Software, its functionality, operations, and supporting documentation Application-Based (Service Documentation): <ul style="list-style-type: none">24 hour / 7 day application integrated support documentation. You will be provided with customer logins to access support documentation.
Problem Classification	Support tickets are placed into three general categories as follows: 1. Support Issue - a question about standard Fiddler functionality that does not involve changes to the core Fiddler Software

	<div>2. Enhancement Request - Request to add functionality to the core Software</div> <div>3. Bug - a defect in the core Software product</div> <div>Support Issues can generally be resolved by your administrator within a few hours of submission based on advice provided by support staff.</div> <div>Enhancement requests may be scheduled at Fiddler discretion, based on the impact to Fiddler and the overall Fiddler Customer base. However, enhancement requests may also be performed as paid custom development at Customer's request, should Fiddler agree to the request, while also not incorporating them as a general enhancement.</div> <div>For Bugs, Fiddler shall respond to and use reasonable commercial efforts to resolve issues deemed to be Bugs in accordance with the priority levels indicated below, which priority levels shall be determined in good faith. Because it is usually possible to accomplish the same task in more than one way, Fiddler is often able to provide reasonable workarounds to any functional bugs</div>																
Priority Response Times	<div>The following Investigation Times and Target Response times are for handling issues that have been classified as Bugs.</div> <div>Fiddler will use best commercially reasonable efforts to meet the response times and resolution targets set forth in this Section by Product Tier:</div> <table><tr><th>Priority</th><th>Description</th><th>Investigative Time</th><th>Target Response Time</th></tr><tr><td>1 - System Down</td><td>The production system is rendered inoperable due to a system software failure</td><td>12 hour</td><td>Fiddler Premium 1 hour 24x7 Fiddler Standard 2 hours 24x5 US EST Fiddler Lite 4 hours 8x5 US EST Fiddler will assign as many engineers and/or support staff as needed 24/7 until the problem is resolved.</td></tr><tr><td>2 – Medium</td><td>Program function is affected by a software error, resulting in diminished productivity, or a problem occurs infrequently, or a workaround has been provided</td><td>24 hours 8x5 US EST</td><td>If a workaround is not provided, Fiddler will make best effort to correct the bug in the next regular upgrade.</td></tr><tr><td>3 – Minimal</td><td>An issue with negligible impact or a documentation or how-to question</td><td>48 hours 8x5 US EST</td><td>If a workaround is not provided, Fiddler will make best effort to correct the bug in a future upgrade.</td></tr></table>	Priority	Description	Investigative Time	Target Response Time	1 - System Down	The production system is rendered inoperable due to a system software failure	12 hour	Fiddler Premium 1 hour 24x7 Fiddler Standard 2 hours 24x5 US EST Fiddler Lite 4 hours 8x5 US EST Fiddler will assign as many engineers and/or support staff as needed 24/7 until the problem is resolved.	2 – Medium	Program function is affected by a software error, resulting in diminished productivity, or a problem occurs infrequently, or a workaround has been provided	24 hours 8x5 US EST	If a workaround is not provided, Fiddler will make best effort to correct the bug in the next regular upgrade.	3 – Minimal	An issue with negligible impact or a documentation or how-to question	48 hours 8x5 US EST	If a workaround is not provided, Fiddler will make best effort to correct the bug in a future upgrade.
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