

Addendum to License Agreement or Terms of Use

immixTechnology, Inc. (“Offeror”) hereby submits this Addendum as an attachment to any proposed End User License Agreement, Terms of Use or other similar document pertaining to terms and conditions (“EULA”) submitted with Offeror’s quotation. All references to the manufacturer/licensor/vendor in the attached EULA should be read as “Contractor (immixTechnology, Inc.) acting by and through its supplier.”

The Government accepts commercial terms in a license agreement only to the extent that those terms do not conflict with Federal law and only to the extent those terms meet the Government’s needs. Therefore, Offeror hereby agrees to the following modifications of the EULA to remove any inconsistencies with Federal procurement laws and to meet the Government’s needs.

The term “Government” in this Addendum includes any U.S. federal, state, local, regional or tribal government, or any instrumentality thereof. If the customer is that of a state, local, regional or tribal government, some of the Federal laws and regulations referenced below may not apply to customer. To the extent a Federal law or regulation listed below does not apply to customer, such provision shall be replaced by a provision that, to the extent permitted by applicable law, achieves the same purposes intended under the Federal law or regulation.

Offeror agrees that in the event of any conflict or inconsistency between the terms in this Addendum and the terms of any proposed EULA, the terms of this Addendum will supersede and be controlling. The Offeror acknowledges that this Addendum will become a binding part of its contract with the Government in the event its quotation is accepted and selected for award.

General Indemnity (by the government)	<p>The Government does not agree to indemnify any party because such agreements may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B). Any such clause is hereby modified as follows:</p> <p>Recourse against the United States for any alleged breach of this agreement must be as a dispute under the contract disputes clause (Contract Disputes Act). While a dispute is pending, the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.</p>
Patent Indemnity (by the contractor)	<p>Clauses giving the contractor sole control over any claims or disputes involving patent or other intellectual property infringement are not allowable, insofar as only the US Department of Justice is authorized to represent the US Government, per 28 U.S.C. § 516. Any clause giving entire control of litigation to a contractor is hereby modified as follows:</p> <p>If a third party claims that products or services delivered under this contract infringe that party’s patent or copyright, and the contractor is obligated to indemnify, defend and hold harmless the Government against such claim pursuant to the EULA, the contractor shall permit the Government to participate in the defense, at the Government’s sole cost and expense. The Government shall make every effort to fully participate in the defense and/or in any settlement of such claim. However, the contractor understands that such participation will be under the control of the U.S. Department of Justice, per 28 U.S.C. § 516.</p>
Automatic renewals (e.g., term licenses for software or software maintenance that renew automatically and renewal charges are due automatically unless the government takes action to opt out or terminate)	<p>The Government does not agree to any automatic renewal provisions because such agreements may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B). Any such clause is hereby modified as follows:</p> <p>If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval by a warranted contracting officer.</p>
Audit	<p>Any clauses that give the contractor the right to audit the Government’s use of software licenses may not meet the Government’s needs as a matter of security. Any such clause is hereby modified as follows:</p>

	<p>At Contractor's written request, but not more frequently than annually, the Government shall furnish Contractor with a document signed by the Government's authorized representative verifying that the software is being used pursuant to the provisions of this contract. To the extent permitted by and subject to the Government's applicable security requirements (including, but not limited to, use of cleared personnel, badging and other requirements), Contractor reserves the right to audit the Government's use of the software no more than once annually at Contractor's expense. Contractor shall schedule any audit at least thirty (30) days in advance. Any such audit shall be conducted during regular business hour at the Government's facilities and shall not unreasonably interfere with the Government's business.</p>
Attorney fees and costs; equitable relief	<p>The Government does not agree to any clauses relating to the award of attorney's fees and costs or equitable relief because they may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B). Any such clause is hereby modified as follows:</p> <p>Equitable relief and the award of attorney's fees, costs, or interest are only allowed to the extent permitted by statute (e.g., the Prompt Payment Act or Equal Access to Justice Act). Disputes will be resolved according to the disputes clause.</p>
Taxes	<p>The Government does not agree to any clauses purporting to make the Government responsible for all taxes. Any taxes the vendor believes to be payable by the Government must be submitted individually to the contracting officer for adjudication or included in the firm-fixed price.</p>
Incorporating other License Terms by Reference, Including Reference to a Website	<p>Terms provided in other documents or websites do not bind the Government unless those terms are referenced in the license agreement and submitted with the proposal. Any such clause is hereby modified as follows:</p> <p>Any license agreement provisions or terms of use unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract are not enforceable against the Government.</p>
Venue; Choice of Law	<p>The Government does not agree to any venue, jurisdiction, or choice of law clauses and does not consent to jurisdiction in any U.S. state courts. Any such clause is hereby modified as follows:</p> <p>Venue and jurisdiction for any disputes are determined by the applicable federal statute (e.g., Contract Disputes Act) or by the Federal Acquisition Regulation. Any disputes arising under or related to this contract and license agreement will be governed by applicable federal statutes and regulations, not the laws of any particular U.S. state.</p>
Arbitration	<p>The Government does not agree to any provisions relating to mandatory arbitration. Disputes must be resolved in accordance with applicable federal statutes (e.g., Contract Disputes Act) and regulations.</p>
Equitable remedies, injunctions	<p>The Government does not agree to any clauses consenting to or entitling the contractor to equitable relief or injunctions. Equitable relief for copyright, trademark, or patent infringement by the Government is only available to the extent permitted by federal statutes.</p>
Unilateral termination by contractor for breach	<p>The Government does not agree to any clauses permitting unilateral termination of the contract or license agreement by the contractor. Any such clause is hereby modified as follows:</p> <p>Recourse against the United States for any alleged breach of this agreement must be made under the terms of the contract disputes clause (Contract Disputes Act). While a dispute is pending, the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and must comply with any decision of the Contracting Officer.</p>

Unilateral modification	The Government does not agree to any provisions giving the contractor the right to unilaterally make material changes to the license terms, with or without notice to the customer.
Assignment by licensor	<p>The Government does not agree to any license terms providing for assignment by the licensor. Any such clause is hereby modified as follows:</p> <p>Assignment of Government contracts without the Government's prior approval is prohibited by statute, except for assignment of payment to a financial institution, which must comply with the Assignment of Claims Act (31 U.S.C. § 3727, 41 U.S.C. § 15) and Federal Acquisition Regulation Subpart 32.8.</p>
Confidentiality	<p>The Government does not agree to any clauses asserting that unit prices or license agreement terms are confidential or proprietary information. Any such clause is hereby modified as follows:</p> <p>Neither the license agreement nor the price list shall be deemed "confidential" or "proprietary" information notwithstanding any marking to that effect. The Freedom of Information Act (FOIA) governs what information must be disclosed and what information may be withheld by the Government.</p>
Inspection/Acceptance	The Contractor can only, and shall only tender for acceptance those items that substantially conform to the manufacturer's published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights- (1) Within the warranty period; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.



REDSEAL

TERMS & CONDITIONS FOR PROFESSIONAL SERVICES

*** IMPORTANT INFORMATION – PLEASE READ CAREFULLY ***

THESE PROFESSIONAL SERVICES TERMS & CONDITIONS (“AGREEMENT”) ARE EFFECTIVE AS OF THE LATER DATE OF EXECUTION OF THE APPLICABLE STATEMENT OF WORK OR QUOTATION MAKING REFERENCE TO THIS AGREEMENT.

ANY AND ALL REFERENCES TO "CUSTOMER" SHALL BE DEEMED TO MEAN THE CUSTOMER SET FORTH IN AN APPLICABLE STATEMENT OF WORK OR QUOTATION.

THIS AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN YOU (MEANING THE INDIVIDUAL PERSON OR THE ENTITY THAT THE INDIVIDUAL REPRESENTS THAT HAS OBTAINED THE SOFTWARE AND HARDWARE FOR ITS INTERNAL PRODUCTIVE USE AND NOT FOR OUTRIGHT RESALE) (THE “CUSTOMER”) AND REDSEAL, INC.

THIS AGREEMENT SETS FORTH THE GENERAL TERMS AND CONDITIONS UNDER WHICH CUSTOMER MAY PERIODICALLY ENGAGE REDSEAL TO PROVIDE CERTAIN PROFESSIONAL, EDUCATIONAL, OPERATIONAL AND TECHNICAL SERVICES ("SERVICES" OR “PROFESSIONAL SERVICES”) TO CUSTOMER ON A PROJECT BASIS PURSUANT TO A STATEMENT OF WORK THAT WILL BE ENTERED INTO BETWEEN REDSEAL AND CUSTOMER ("SOW") FOR EACH ENGAGEMENT. SOWS MAY, AMONG OTHER THINGS, CONSIST OF (I) A SEPARATELY EXECUTED, LONG FORM SERVICES SPECIFICATION; OR (II) A SHORT FORM SERVICE DESCRIPTION (A “SERVICE BRIEF”). ALL REFERENCES TO SOW SHALL INCLUDE, WHERE APPLICABLE, THE SERVICE BRIEFS.

This Agreement may be superseded by any written agreement signed by both Customer and RedSeal.

1. DEFINITIONS.

A. “Deliverables” means any reports, analyses, scripts, code or other work results which have been delivered by RedSeal to Customer within the framework of fulfilling obligations under the SOW.

B. “Proprietary Rights” means all patents, copyrights, trade secrets, methodologies, ideas, concept, inventions, know-how, techniques or other intellectual property rights of a party.

2. SERVICES.

A. Scope. RedSeal shall provide the services described in a SOW that details the relationship of the parties with regard to a specific project. Each SOW shall (i) be signed by the parties; (ii) incorporate by reference this Agreement; and (iii) state the pertinent business parameters, including, but not limited to, pricing, payment, expense reimbursement, and a detailed description of the Services to be provided. In the case of the Service Brief, related pricing is as stated in a quote to Customer from RedSeal. In case of conflict between the SOW and the terms of this Agreement, the SOW shall normally take precedence. However, to the extent that the SOW contains terms that conflict with terms in the Agreement pertaining to intellectual property and/or proprietary rights, indemnification, warranty (including remedies and disclaimers), and/or limitation of liability, the conflicting terms in the SOW shall supersede those in the Agreement only if the SOW clearly indicates that the parties are intentionally overriding the terms in the Agreement solely for purposes of such SOW. The Professional Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions whether to implement, in whole or in part, any Deliverables, advice, or recommendations are solely Customer’s responsibility. RedSeal is not providing legal or regulatory advice in any Professional Services.

B. Placement of RedSeal Personnel. RedSeal shall have the sole responsibility for personnel placement as well as for all other human resources issues (e.g. vacation). RedSeal will only utilize employees or contractors that are sufficiently qualified. If specific RedSeal personnel cease to perform due to illness, resignation or any other reason, RedSeal shall without undue delay use reasonable efforts to provide a substantially equivalent replacement as soon as reasonably possible. RedSeal’s contact person responsible for liaising with Customer will exclusively be the person identified by RedSeal as being responsible for the project. No employee/employer relationship is intended or shall be established by any SOW.

C. Standard Workday. The standard workday is any eight (8) hour period of work, between 8:00 AM and 6:00 PM EST, Monday through Friday, excluding public holidays at the RedSeal location providing Professional Services.

D. Customer Responsibilities. Customer agrees to provide RedSeal with the full cooperation it needs to perform the Professional Services. This includes timely access to Customer office accommodations, facilities, network, computer systems, and storage equipment. Customer also agrees to provide assistance and complete and accurate information and data from

officers, agents, project sponsors, subject matter experts, and employees as RedSeal may request, in addition to suitably configured, licensed, and operational computer and storage products involved in delivery of the Professional Services. If Customer fails to provide the requisite cooperation on a timely basis, RedSeal will be relieved of any schedule, milestone, or financial commitments associated with the Professional Services. Customer remains responsible for the physical and network security of Customer's environment. Customer shall also perform its specific obligations as described in the relevant SOW, and, if necessary, assist and support RedSeal in the provision of the Professional Services as reasonably requested by RedSeal, and shall provide all conditions in its business necessary for due performance of Professional Services by RedSeal.

E. Each Party shall designate a Project Manager who shall work together with the other Party's Project Manager to facilitate the efficient delivery of the Professional Services.

3. TERM AND TERMINATION.

A. Term; Survival. The term of this Agreement commences on the later date of execution of an applicable SOW and shall remain in effect unless terminated as provided below. Upon any termination of this Agreement, Sections 1, 2, 3, 4, 5, 6 7(B), and 8 through 13 hereof shall survive in accordance with their terms. Termination of this Agreement or any SOW shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees and expenses for all Services performed, including any Deliverables associated with such Services, as of the date of termination.

B. Termination for Breach. Either party may notify the other in writing in case of the other's alleged breach of a material provision of this Agreement and/or an applicable SOW. The recipient shall have thirty (30) days from the date of receipt of such notice to effect a cure. If the recipient of the notice fails to effect a cure within such period, then the sender of the notice shall have the option of sending a written notice of termination of the applicable SOW(s), or the Agreement if the breach affects multiple SOWs, which notice shall take effect upon receipt.

4. PROPRIETARY RIGHTS.

A. Material. "RedSeal Material" means all information systems, software, tools, methods, processes, workflows, data, designs, manuals, and other material owned, licensed to, or developed by RedSeal (or its Affiliates) or that is made available to RedSeal by a third party for RedSeal's use in rendering its performance under this Agreement. RedSeal Material includes and RedSeal shall make available to the Customer, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice or created in whole or in part under this Agreement, if such availability is necessary for the Customer to receive the benefits of this Agreement.

B. Developed Material. Customer will have the right to use all Product and other work product created by RedSeal for Customer under this Agreement (collectively, "Developed Material") subject to: (a) Customer's payment to RedSeal of any applicable Professional Services fees, (b) Customer's compliance with the terms of the Agreement, any applicable SOW(s), and (c) RedSeal's Proprietary Rights incorporated into any Deliverables. No RedSeal Material shall be Developed Material. All Developed Material, not including Confidential Information, shall be property of RedSeal.

C. License Grant. RedSeal grants Customer a non-exclusive, non-transferable, non-sublicensable license to use, copy, and create derivative works from the Deliverables for Customer's internal business operations, as contemplated by the applicable SOW(s). The license granted in this section does not apply to: (i) Customer-furnished material; (ii) any Products; (iii) any Third-Party Products; or (iv) items licensed or otherwise provided under a separate agreement.

D. No Interference. Nothing in this Agreement will be deemed to prevent RedSeal from carrying on its business or developing for itself or other materials that are similar to or competitive with those produced in accordance with the terms of this Agreement provided they do not use, contain or disclose any Confidential Information or proprietary information of Customer.

E. Proprietary Licenses. Neither Party grants the other, the right to use its trademarks, service marks, trade names, logos or other designations in any promotion or publication without first obtaining the other Party's prior written consent.

F. Title and Ownership Rights. The Customer retains title to and all ownership rights in the Developed Material and all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the Customer (the "Content"), but grants RedSeal the right to access and use Content for the purpose of complying with its obligations under this Agreement and any applicable SOW.

G. Ownership of RedSeal Pre-Existing Materials. RedSeal retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that RedSeal owns at the time this Agreement is executed or otherwise developed or acquired independent of this Agreement and employed by RedSeal in connection with the services provided to the Customer (the "RedSeal Pre-existing Materials"). RedSeal Pre-existing Materials are not Developed Material.

H. Reservation of Proprietary Rights. Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. RedSeal shall not be limited in developing, using, or marketing services or products which are similar to the Deliverables or Professional Services provided hereunder, or, subject to RedSeal's confidentiality obligations to Customer, in using the Deliverables or performing similar Professional Services for any other projects.

I. Third Party Products. Customer grants RedSeal a non-exclusive, non-transferable right to use Third Party Products that Customer provides for RedSeal's use to perform the Professional Services described in an applicable Service Agreement(s) document. Any configuration or modification that RedSeal makes to any Customer-provided Third-Party Products or work product incorporating Third Party Products is subject to Customer's agreement with the applicable third party.

5. CONFIDENTIALITY.

A. Confidential Information. "Confidential Information" means any information that is marked "confidential" or "proprietary" or any other similar term or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled, and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Agreement or any purchase order hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer data to which RedSeal may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated in the above definition of Confidential Information applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, RedSeal proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (A) to its Affiliate for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (B) to the extent required by law (provided the receiving party has given the disclosing party prompt notice).

B. Publicity. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this Agreement or any SOW entered into hereunder, without the prior written approval of the other, which approval shall not be unreasonably withheld; provided, however, that RedSeal may identify Customer for reference purposes.

6. PAYMENT TERMS.

A. The Professional Services, if requested, are provided either on a fixed fee or on a time and materials ("T&M") basis as described in the applicable Statement of Work. For fixed fee engagements, Customer shall pay RedSeal the fees stated in the applicable Statement of Work plus all pre-approved travel and living expenses ("Expenses"). For T&M engagements, Customer shall pay RedSeal for time spent performing such Professional Services at RedSeal's standard consulting rates, materials, and all Expenses associated with RedSeal personnel traveling to Customer's site.

B. RedSeal shall submit invoices for fees and reimbursable costs and expenses and Customer shall pay each invoice in the manner specified in the applicable SOW. Customer will also pay all related taxes and withholdings, except for those based on RedSeal's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to RedSeal. Subject to RedSeal's credit approval, all amounts are due in the currency stated on the invoice and in full as specified on RedSeal's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate.

7. WARRANTY.

A. Warranty. RedSeal shall perform Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify RedSeal of any failure to so perform within ten (10) days after the performance of the applicable portion of the Services. RedSeal's entire liability, and Customer's sole remedy, for RedSeal's failure to so perform shall be for RedSeal to, at its option, (i) use reasonable efforts to correct such failure, and/or (ii) terminate the applicable SOW and refund that portion of any fees received that correspond to such failure to perform.

B. Disclaimer and Exclusions. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO PRODUCTS, SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, REDSEAL (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. INsofar AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

8. LIMITATION OF LIABILITY.

A. Limitations on Damages. The limitations, exclusions and disclaimers stated below apply to any and all disputes, claims, or controversies (whether in contract, tort, or otherwise) related to or arising out of this Agreement or any SOW or order ("Dispute"). The terms of this Section are agreed allocations of risk constituting part of the consideration for RedSeal's sale of Professional Services to Customer and will apply even if there is a failure of the essential purpose of any limited remedy, and regardless of whether a party has been advised of the possibility of the liabilities.

- Limitation on Direct Damages. Except for Customer's obligations to pay for services, Customer's violation of the restrictions on use of Professional Services or RedSeal's or its Affiliates' intellectual property rights, each party's total liability arising out of any Dispute or any matter under this Agreement, is limited to the amount Customer paid to RedSeal during the twelve months before the date that the matter or Dispute arose for the Professional Services, or both that are the subject of the Dispute, but excluding amounts received as reimbursement of expenses or payment of taxes.

- No Indirect Damages. Except for Customer's payment obligations and violation of RedSeal's or its Affiliates' intellectual property rights, neither RedSeal nor Customer has liability to the other for special, consequential, exemplary, punitive, incidental, or indirect damages, or for lost profits, loss of revenue, loss of data, or loss of use, or procurement of substitute Professional Services.

B. Regular Backups. Customer is solely responsible for its data. Customer must backup its data before RedSeal performs any remedial, upgrade, or other work on Customer's systems. If applicable law prohibits exclusion of liability for lost data, then RedSeal will only be liable for the cost of commercially reasonable and customary efforts to recover the lost data from Customer's last available backup.

C. Limitation Period. Except as stated in this Section, all claims must be made within the period specified by applicable law. If the law allows the parties to specify a shorter period for bringing claims, or the law does not provide a time at all, then claims must be made within 12 months after the cause of action accrues.

9. TRADE COMPLIANCE.

Customer's purchase of licenses for Software and access to related technology ("Materials") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except with prior written authorization by RedSeal or its Affiliates and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions. Customer understands and will comply with all applicable provisions of the U.S. Arms Export Control Act (AECA) and the U.S. International Traffic in Arms Regulations (ITAR) in Customer's receipt, use, transfer, modification, or disposal of Software. Customer acknowledges that any use, modification, or integration of the Software in or with defense articles or in the provision of defense services is not authorized by RedSeal, and that RedSeal will not provide warranty, repair, customer support, or other services in connection with such end uses. Customer certifies that any software, disk images, or other data provided to RedSeal in connection with the purchase of the Software will not contain technical data, software, or technology controlled by the ITAR or AECA, and that if Customer later returns the Software to RedSeal or grants RedSeal access to the Software, Customer will not include or otherwise make available to RedSeal any such technical data, software, or technology. Customer agrees to indemnify and hold RedSeal harmless for any liability, loss, damage, cost, expense, or penalty arising from Customer's non-compliance with the AECA, ITAR, or the provisions of this Section.

10. NOTICES.

Any notices permitted or required under this Agreement and/or any SOW entered into hereunder shall be in writing and shall be deemed given when delivered (i) in person; (ii) by overnight courier, upon written confirmation of receipt; (iii) by certified or registered mail, with proof of delivery; or (iv) by email, with confirmation of receipt. Notices shall be sent to the address or email address set forth above, or at such other address or email address as provided to the other party in writing.

11. INDEPENDENT CONTRACTORS.

The parties shall act as independent contractors for all purposes under this Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party.

12. MISCELLANEOUS.

This Agreement and any SOW(s) entered into hereunder (i) shall constitute the complete statement of the agreement of the parties with regard to the subject matter hereof and (ii) may be modified only by a writing signed by authorized representatives of both parties. Except for the payment of fees, neither party shall be liable under this Agreement or any SOW because of a failure or delay in performing its obligations hereunder on account of any force majeure event, such as strikes, riots, insurrection, terrorism, cyberattacks, epidemics, pandemics, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party. RedSeal shall not be liable under this Agreement or any SOW because of failure or delay in performing its obligations hereunder on account of Customer's failure to provide timely access to facilities, space, power, documentation, networks, files, software, and Customer personnel that are reasonably necessary for RedSeal to perform its obligations. Neither party may assign this Agreement to a separate legal entity, without the other party's written consent. Neither party shall unreasonably withhold or delay such consent; provided, however, that such written consent shall not be required if (i) either party assigns this Agreement to a separate entity in connection with a merger, acquisition, or sale of all or substantially all of its assets with or to such other separate entity, unless the surviving entity of the merger, acquisition, or sale of assets is a direct competitor of the other party. Nothing herein shall limit RedSeal's right to assign its right to receive and collect payments hereunder. All terms of any purchase order or similar document provided by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this Agreement and/or an SOW, shall be null and void and of no legal force or effect. No waiver shall be deemed a waiver of any prior or subsequent default

hereunder. If any part of this Agreement and/or any SOW entered into hereunder is held unenforceable, the validity of the remaining provisions shall not be affected.

13. NON-SOLICITATION.

During the term of this Agreement and for a period of one year thereafter, Customer agrees that it will not solicit for hire, on behalf of Customer or any other organization, any employee of RedSeal, unless Customer has first obtained RedSeal's prior written consent. The foregoing will not prohibit Customer from employing an individual who applies for a position in response to an internal posting, employment advertisement, or other general solicitation of employment, or from hiring individuals that are no longer employed by RedSeal.

14. GOVERNING LAW.

This Agreement is governed by: (i) the laws of the State of California when RedSeal means RedSeal, Inc.; (ii) the laws of the applicable country in which the applicable RedSeal affiliate is registered to do business when RedSeal means the local RedSeal affiliate. In each case, the applicability of laws shall exclude any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, Customer consents to the sole and exclusive personal jurisdiction of the courts of competency in the location where RedSeal is domiciled.

15. CUSTOM APPLICATION SUPPORT.

If Customer elects to receive Custom Application Support for the Services provided by RedSeal to Customer, such Support shall be (i) provided pursuant to the terms and conditions set forth in Exhibit A hereto, and (ii) provided for the period specified in the applicable quotation.

16. TRAINING SERVICES.

If Customer elects to receive Training Services provided by RedSeal, the terms and conditions set forth in Exhibit B hereto shall apply.

EXHIBIT A

CUSTOM APPLICATION SUPPORT

This Exhibit A to the Professional Services Agreement (“PS Agreement”) between RedSeal and Customer (the “CAS Agreement”) addresses RedSeal’s provision of Custom Application Support. Any such support will be provided subject to the terms and conditions of the PS Agreement and those set forth herein. In the event of a conflict between the terms and conditions of the CAS Agreement and the terms and conditions of the PS Agreement, with respect to Custom Application Support, the terms and conditions of the CAS Agreement shall govern.

1. Definitions

Any term not defined herein, but defined in the PS Agreement, shall be deemed to have that definition identified in the PS Agreement.

- (a) “Custom Application Support” means a maintenance program offered by RedSeal on an optional basis which provides its customers with maintenance of custom software developed and/or delivered under a professional services agreement or other equivalent agreement. This optional maintenance program consists of the technical services described in Section 2 below.
- (b) “Custom Application Support Fee” means the fee charged to Customer as quoted by an authorized RedSeal representative for provision of the Custom Application Support described herein, exclusive of any separate time and materials amounts attributed to additional support services which may be performed by RedSeal at the election of the Customer.
- (c) “Error” shall mean any reported malfunction, error or other defect in the custom software that can be reproduced by RedSeal and constitutes a non-conformity from the applicable statement of work.
- (d) “Maintenance Agreement” means an agreement executed by and between Customer and RedSeal which provides the terms under which RedSeal supports Customer’s use of RedSeal’s generally available products.
- (e) “Severe Bug” or “S1 Bug” means a bug that causes a severe problem that prevents customer from performing business critical functions.
- (f) “Enhancement” means an improvement to custom software that results in additional functionality, including upgrades to address patches and/or upgrades of, or other changes in, dependent products such as operating systems, server software, etc. not specifically identified in the Statement of Work.

2. RedSeal’s Obligations

Prior to receiving Custom Application Support, a Customer must have executed and have paid all fees outstanding under the Maintenance Agreement. So long as this CAS Agreement and the Maintenance Agreement remain in effect, RedSeal shall provide the following services to Customer under the Custom Application Support program:

- (a) Provide telephone consultation to Customer with respect to the custom software during the hours in which Customer receives support under the Maintenance Agreement. Calls for Custom Application Support should be directed to the applicable technical support centers.
- (b) Provide initial response within four (4) hours of Customer’s report of all S1 Bugs.
- (c) Isolate and verify S1 Bugs; and correct such S1 Bugs to the extent determined necessary by RedSeal.

In addition to the services described above, at the election of Customer, RedSeal may provide additional support on a separate time and materials basis to address and develop Enhancements and fixes for non S1 Bugs.

3. Customer’s Obligations.

In order to receive the Custom Application Support services described herein, Customer agrees to:

- (a) Continue to subscribe to one of RedSeal’s support offerings.
- (b) Use reasonable efforts to ensure that reported S-1 Bugs have been isolated from the standard RedSeal products to confirm that the S-1 Bug is custom software related. Maintenance and support issues related to standard RedSeal products will be supported under the terms of a separate Maintenance Agreement between RedSeal and Customer.
- (c) Customer must provide, support, and allow RedSeal access to all hardware and software necessary to provide Custom Application Support.
- (d) Identify a single point of contact familiar with the custom software who will be responsible for calling for support.

4. Limitations

Not included in the Custom Application Support services described herein are:

- (a) Repair or replacement of custom software required as a result of causes other than normal use, including, without limitation, repair, maintenance, alteration or modification of the custom software by persons other than RedSeal or RedSeal authorized personnel; accident, fault or negligence of the Customer; operator error or improper use or misuse of the custom software; or causes external to the custom software, such as but not limited to failure of electrical systems, or fire or water damage.
- (b) Modification or replacement of the custom software due to incompatibilities in or failure of the custom software resulting from patches and/or upgrades of, or other changes in, dependent products such as operating systems, server software, etc. not specified in the Statement of Work.
- (c) Repair, alteration, or replacement required due to modifications made to the custom software by persons other than RedSeal

or RedSeal-authorized personnel, or the use of the custom software with software or equipment other than that for which the custom software was originally developed.

- (d) Maintenance support due to Customer's noncompliance of the provisions of Section 3 herein.

5. Payment and Term

- (a) Payment of the Custom Application Support Fee shall be due as specified on the RedSeal invoice.
- (b) The initial term of this CAS Agreement shall begin as set forth in the applicable ordering document. Subject to Section 5(c), Custom Application Support may subsequently be renewed on an annual basis, unless RedSeal notifies Customer at least 60 days before the expiration of the initial term or any renewal term of its intent not to renew Custom Application Support.
- (c) Custom Application Support specifically excludes support for any version of the custom software released by RedSeal which has reached its "end of primary support" (EOPS) date, as determined by RedSeal. Each custom software deliverable will reach its EOPS date after a period of not less than twenty-four (24) months following the date of that deliverable's "General Availability" (or "GA" release date, as this term is generally understood in the software industry). This time period may be extended by RedSeal at its sole discretion. For certain custom software deliverables, Customers may enter into an Extended Support agreement for a period of one or two years to obtain Custom Application Support for custom software which has already reached its EOPS date.
- (d) If Custom Application Support expires or is terminated, and Customer subsequently seeks to reinstate Custom Application Support, Customer shall pay the cumulative (a) Custom Application Support Fees applicable for the period during which support lapsed; and (b) the then- current reinstatement fee, as quoted by an authorized RedSeal representative, distributor, or reseller.

EXHIBIT B

SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO REDSEAL TRAINING SERVICES

- (a) All materials provided by RedSeal for training services are the property of RedSeal. Customer shall not duplicate such materials and may use the materials solely in conjunction with the training provided by RedSeal hereunder. Use of RedSeal Training is limited to a single user. RedSeal reserves all rights not expressly granted to Customer in the applicable governing agreement.
- (b) An order for training services is valid for a period of twelve (12) months from the date of purchase (the “Term”) and may not be combined with other discounts, offers or promotions.
- (c) Customer will be invoiced for RedSeal training at the time of order submission and expected to pay in accordance with Section 6 (Payment Terms) of the Agreement.
- (d) Training courses are non-cancelable and non-refundable. Changes to a course order will only be accepted in writing. If for any reason Customer wishes to reschedule a training course, Customer’s request must be received at least ten (10) business days prior to the start date for the scheduled training course for which Customer registered. Full tuition will be charged for rescheduling requests received less than ten (10) business days prior to the start date for the scheduled training course. The same rules apply to any virtually delivered training courses as well. Please note that once activated, any On-Demand training courses may not be substituted for another course, it will be viewed as delivered and consumed.
- (e) In the event RedSeal cancels or reschedules a public open enrollment course, Customer will be notified of such cancellation or rescheduling by RedSeal. Once notified Customer may request a refund or Customer may reschedule Customer’s attendance. In no event will RedSeal be liable for nonrefundable travel arrangements in the event of a course cancellation or rescheduling.
- (f) At the end of the applicable Term, any pre-paid, remaining unused training shall expire and shall be forfeited. No refunds shall be provided based on any remaining, pre-paid unused training. All classes must be registered and attended during the Term; provided, however, if RedSeal cancels and reschedules a class past the “expiration date” of the Term, Customer may attend the next scheduled training class.
- (g) For on-site courses, the Customer shall provide a classroom which will allow sufficient space to accommodate the expected number of students (limit of ten (10) students per class), will support connection to the RedSeal virtual lab environment (if applicable), table space for a computer for each student, a blackboard or whiteboard for instructor use, and an LCD projector for presentations and demonstrations. If space such as a conference room is being utilized as a classroom, it should be located in an area that affords minimal external distractions and noise. A proximity to services such as rest rooms and coffee/food service is also helpful; students tend to maximize their learning experience in a comfortable environment.
- (h) For courses delivered as an on-site course, one trip to the Customer’s location is included in the price of the services. This trip may be up to five (5) days in duration. Any additional travel will require written approval by Customer and will be invoiced at actual cost.



MASTER LICENSE SERVICES AGREEMENT ON-PREMISES SOFTWARE

*** IMPORTANT INFORMATION – PLEASE READ CAREFULLY ***

The Software contains proprietary material and information, the use of which is subject to and expressly conditioned upon acceptance of This Master License Services Agreement On-Premises Software (“MLSA” or “Agreement”). Capitalized terms used in this MLSA are defined throughout this MLSA.

The MLSA is a legally binding document between Customer and RedSeal, Inc. (“Supplier” or “RedSeal”) as of the execution of the applicable Order (“Effective Date”). “Customer” means the entity identified on the Cover Page or as set forth in a particular Order, and includes Customer, its Affiliates and its and their employees, directors, officers, agents and representatives. “Affiliate” means an entity that directly or indirectly controls, is controlled by or is under common control with a party, where “control” shall mean the ownership of more than fifty percent (50%) of the (i) voting power to elect the directors of the said entity, or (ii) ownership interest in that entity. Supplier and Customer are each a “Party” and are collectively referred to herein as the “Parties”.

By proceeding with the use of the Software, or authorizing any other person to do so, you are representing to Supplier that you are (i) authorized to bind the Customer; and (ii) agreeing on behalf of the Customer that the terms of the MLSA shall govern the relationship of the parties with regard to the subject matter in the MLSA and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of the MLSA. If you do not have authority to agree to the terms of the MLSA on behalf of the Customer, or do not accept the terms of the MLSA on behalf of the Customer, immediately cease any further attempt to use the Software for any purpose.

This MLSA consists of the following Terms and Conditions (including exhibits and appendices) and the applicable Order form. No terms and conditions on any Order which conflict with, are in addition to, or which modify this MLSA will be deemed part of this MLSA and such terms and conditions shall not be binding on Supplier and are hereby rejected. Orders may be submitted directly to Supplier or via a Supplier-approved reseller.

NOW, THEREFORE, in consideration of the foregoing, the mutual promise and covenants contained herein, along with any applicable Statement of Work(s) (“SOW”) attached hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PRODUCT LICENSES AND SALES

1.1 Customer Orders. Customer, together with any ordering Affiliate, shall be jointly and severally liable for all obligations set forth in this Agreement. Supplier reserves the right to conduct a credit check of Customer at any time.

1.2 Licenses. (a) License Grant. (i) Subject to the terms and conditions of this Agreement, Supplier hereby grants Customer during the term (or on a subscription basis as provided in 1.2(c) below) specified for such license in the Order, a personal, non-exclusive, non-transferable (except as specified herein) license, without the right of sublicense, to install and have its **Authorized Users** (Customer’s employees or contractors authorized from time to time by Supplier to use the Software) use the **Software** (Supplier’s proprietary computer programs described in the applicable Order, in object code form, and any Updates) for the **Permitted Configurations** (the number of network device configurations on Customer’s network permitted to be analyzed using the Software specified in the Orders, where each configuration is tied to a specific network device and may not be changed to or used with another network device except as expressly permitted in this Agreement) for Customer’s internal business purposes only.

(ii) The Software may be used on the Hardware or on other hardware that complies with the specifications for hardware set forth in the Documentation. If a network device is retired from production, Customer may transfer its use of the Software to a new network device for ongoing use. No other changes or transfers may be made to the network devices allocated for use of the Software unless otherwise agreed by Supplier.

(iii) If more than the licensed number of Authorized Users require use of the Software, additional blocks of Authorized Users may be licensed from Supplier. In the event of use of the Products on other than the Permitted Configurations or in excess of the number of Authorized Users, Customer shall promptly pay Supplier any shortfall plus accrued interest at the Interest Rate (one and one-half percent (1.5%) per month or if this rate is not permitted by law then the highest rate permitted by applicable law).





"Products" means the Software, Hardware (the equipment specified in the Order, if any, onto which the Software is pre-installed), Documentation (Supplier's standard published documentation accompanying the Products (as applicable) identified in an Order and any Updates thereto, in any form or media provided) and Maintenance (Section 4.4) licensed or purchased by Customer as specified in an Order.

"Updates" means maintenance releases and error corrections to the Software or Documentation that are generally provided or made available by Supplier to Customers receiving Maintenance at no additional charge. Updates do not include releases, new versions, improvements, upgrades, enhancements and the like for which Supplier charges separately or extra as determined by Supplier in its sole discretion

(a) Restrictions. Except for the limited license rights expressly granted in Section 1.2(a), Supplier reserves all rights in and to the Software and Documentation. Customer shall not:

(i) reproduce, modify, translate or create any derivative work of all or any portion of the Software or Documentation;

(ii) sell, rent, lease, loan, provide, distribute or otherwise transfer all or any portion of the Software or Documentation to a third party;

(iii) reverse engineer, reverse assemble or otherwise attempt to gain access to the source code of all or any portion of the Software (other than the Open Source Software) except to the extent expressly permitted by law;

(iv) remove, alter, cover or obfuscate any copyright notices, trademark notices or other proprietary rights notices ("**Proprietary Rights Notices**") placed or embedded on or in the Products;

(v) unbundle any components of the Software;

(vi) exceed the number of Authorized Users having use of the Software; or

(vii) cause or permit any third party to do any of the foregoing.

In addition, Customer shall not use the Products for the benefit of any third party, including but not limited to as an application service provider, for third-party training, or time-sharing or service bureau use.

(b) Subscription Licenses. In lieu of a perpetual or term license, Customer may purchase an annual subscription license as specified in the Order ("**Subscription License**"). All Subscription Licenses include Maintenance at no additional charge. Customer's Subscription License will begin on the date the license key is issued for the Subscription License and will automatically renew for an additional annual term (or such other period as specified in the Order) unless and until Customer terminates the Subscription License by providing Supplier at least ninety (90) days prior written notice of Customer's intent to terminate its Subscription License.

1.3 Term of Agreement, Order and SOW, and Duration of Fees. Unless earlier terminated in accordance with the terms of this Agreement, or if Customer elects the Subscription License, the Parties agree that: (a) This Agreement shall become effective on the Effective Date and shall continue for three (3) years and will continue thereafter on an annual basis until terminated by either Party upon no less than ninety (90) days prior written notice ("**Agreement Term**"); and (b) If an Order or SOW does not specify otherwise, the term for each license and sale of Products shall commence on the Service Commencement Date ("**Service Commencement Date**") means (i) the date Customer has accepted or is deemed to have accepted the Products in accordance with the provisions of Section 4.5 or the applicable SOW; or (ii) the date Customer begins using the Products other than for testing purposes, whichever date is earlier) and continue for one (1) year ("**Initial Term**"). At the end of the Initial Term, the term shall automatically renew for successive one (1) year terms until terminated by either Party in accordance with Section 5.1(a) (the Initial Term and any extension thereof is referred to as the "**Service Term**"). To the extent that the Service Term extends beyond the Agreement Term, then this Agreement shall remain in full force and effect for such Service Term until the stated expiration or termination of such Service Term. Upon notice and consent of Customer, but not more than once a year, or at any renewal time the fees set forth in the applicable Order may be subject to an adjustment based upon increases in the most current published Consumer Price Index ("**CPI**") for the previous twelve-month period. The CPI will be measured as indicated in the column for Urban Wage Earners and Clerical Workers, U.S. City average (base index year 1982-1984=100) as published by the Bureau of Labor Statistics. This increase will be in addition to any other increases. Failure for Customer to consent to the CPI increase may result in a termination by Supplier. To ensure either party is not disadvantaged by large fluctuations in critical components, labor or supply chain, the Parties may annually review of the cumulative change in costs. If these cumulative changes are less than +5% of the pricing, since the last annual review, there will be no change to the pricing. Should the cumulative change, meet or exceed +5% since the last annual review, the pricing will change by the cumulative changes of the cost. Supplier will provide 30 days' advance notice of such an expected change. This Section only applies if pricing is fixed or specified in this Order. Notwithstanding anything to the contrary, any changes not presented during the annual review are hereby irrevocably waived.





1.4 Payment. Unless set forth otherwise in an Order or SOW, Customer shall pay all amounts due within thirty (30) days from the date of invoice. Any amount due but not received by Supplier within fifteen (15) days of the Due Date will accrue interest at the Interest Rate from the Due Date to the date of actual payment

1.6 Taxes and Regulatory Fees. All charges are exclusive of applicable taxes. Except for taxes based on Supplier's net income, Customer will be responsible for payment of all applicable VAT, consumption, sales, use, excise, access, bypass, franchise, regulatory or other like taxes, and all fees, charges or surcharges, whether now or hereafter enacted, however designated, imposed on or based on the provision, license, sale or use of the Products (hereafter "**Taxes**"). If Customer is or was required by law to make any deduction or withholding from any payment due hereunder to Supplier, then the gross amount payable by Customer to Supplier will be increased so that, after any such deduction or withholding for Taxes, the net amount received by Supplier will not be less than Supplier would have received had no such deduction or withholding been required

1.7 Equipment. If requested by Customer, Supplier may, at its option, and in its discretion upon an additional charge to Customer, install certain equipment in connection with the Products that is provided by Customer or third parties with whom Customer has a contractual relationship (such equipment, "**Customer Equipment**"). Customer must ensure that any Customer Equipment is connected and used in accordance with any instructions, safety and security procedures applying to the use of that equipment. Equipment may also be furnished by Supplier, its Affiliates or licensors or its designated third party vendors (as applicable) for use at Customer's Premises as part of any Products ("**Supplier-Provided CPE**"). Any Supplier-Provided CPE shall be identified in the applicable Order or SOW, together with associated pricing and shipping information.

1.8 Acceptance of Products and Services. Unless otherwise stated in the applicable Order or SOW, the Products shall be accepted or deemed accepted in accordance with the following procedure: (a) upon Customer's receipt of an In-Service Notification (i.e., a written notice from Supplier to Customer that the Products ordered pursuant to an Order have been installed by Supplier and have been tested and are functioning properly in accordance with the applicable Service Schedules), Customer will have two (2) business days to test the Products deliverables and notify Supplier in writing of its acceptance or rejection of the Products or deliverables; and (b) if Customer notifies Supplier of its rejection, Supplier shall remedy the deficiency and a new In-Service Notification will be delivered to Customer and the procedures set forth in this Section 1.8 will be repeated. Customer's failure to notify Supplier of its acceptance or rejection of the Services within this time period will be deemed to constitute Customer's acceptance of the relevant Products deliverables.

2. OBLIGATIONS OF THE PARTIES

2.1 Warranties of Supplier. Supplier warrants that the Hardware and Software, as delivered, will perform substantially in accordance with the applicable Documentation for a period of ninety (90) days from the date of initial delivery to Customer and that any Maintenance shall be performed in a professional manner. Supplier makes no warranty that the operation of the Products will be uninterrupted or error-free, that the Products will meet Customer's requirements or that the Products will operate in combination with hardware or software not provided by Supplier. In the event that the Products do not conform with the above warranties, the exclusive remedy shall be for Supplier to (a) with respect to Software, use its reasonable efforts to correct any reproducible error; provided, however, that Customer acknowledges that Supplier may not be able, and shall have no obligation, to correct all errors or (b) with respect to Maintenance, re-perform such Maintenance at no additional charge to Customer. In the event the Hardware does not conform to the above warranties, the exclusive remedy shall be for Supplier to provide repaired or replacement Hardware to Customer pursuant to Supplier's then current return material authorization (RMA) process.

Supplier's warranty shall not extend to errors that result from: (i) Customer's failure to implement any Updates which are provided by Supplier; (ii) use of the Products other than in accordance with the Documentation; (iii) any alterations or additions to the Products performed by parties other than Supplier; (iv) use of the Products in a manner for which they were not designed; (v) accident, negligence, or misuse of the Products by any party other than Supplier; or (vi) combination of the Products with other products not supplied by Supplier.

Supplier makes no representations or warranties as to any third-party hardware or software provided to Customer, all of which is transferred to Customer on an "AS IS" basis and subject to any third party terms and conditions. Customer shall look solely to the warranties and remedies provided by the equipment manufacturer and third-party licensor, if any.

EXCEPT FOR WARRANTIES EXPRESSLY MADE HEREIN, SUPPLIER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

2.2 Misuse of the Products and Services; Acceptable Use. Customer is prohibited from marketing or re-branding the Products licensed or purchased by it as its own products and services or to resell any of same to third parties. Customer acknowledges and agrees that Supplier does not monitor and will have no liability or responsibility for the content of any communications transmitted via the Products. Customer's use of the Products shall at all times comply with Supplier's then-





current Acceptable Use Policy ("AUP") and then-current Privacy Policy ("Privacy Policy"), as amended by Supplier and made available from time to time and which are available on Supplier's website (www.redseal.net).

3. HARDWARE, INTELLECTUAL PROPERTY AND MAINTENANCE

3.1 Hardware.

(a) Outright Sale of Hardware. If Customer purchases the Supplier-Provided CPE from Supplier pursuant to the Order, then title and risk for that Supplier-Provided CPE shall transfer to Customer, and shipments will be made, Ex Works (Incoterms 2010), Customer's shipping dock. Customer will pay all costs relating to transportation, delivery and insurance and will bear the risk of loss while materials are in transit. Normal delivery of the Software and Documentation will be through electronic download.

(b) Hardware Provided as Part of the Products and Services. If Supplier provides Supplier-Provided CPE to Customer as part of the Products, title and ownership will remain with Supplier, its Affiliates or its designated third party vendors (as applicable). Risk of loss in the Supplier-Provided CPE shall transfer to Customer upon delivery to the relevant Customer Premises (the location or locations occupied by Customer where the Products are delivered) and Customer shall be required to pay Supplier for the cost of repairing or replacing damaged Hardware (ordinary wear and tear excepted). Customer shall maintain all risk insurance against loss or damage to the Hardware for not less than the full replacement value of the Hardware

3.2 Intellectual Property. Customer is and shall remain exclusively entitled to all right and interest in and to all Customer Technology, and Supplier is and shall remain exclusively entitled to all right and interest in and to all Supplier Technology. Customer shall not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to derive source code or other trade secrets from Supplier Technology. The Software and Documentation are licensed, not sold. All right, title, and interest in and to the Software and Documentation and in any ideas, know-how, and programs which may be developed by Supplier in the course of providing Maintenance, including any enhancements or modifications and all intellectual property and industrial property rights embodied therein will at all times remain the property of Supplier or its licensors. "**Customer Technology**" means Customer's proprietary technology, including without limitation, Customer's software (in source and object forms), user interface designs, architecture and documentation (both printed and electronic), know-how, and any related intellectual property rights throughout the world (whether owned by Customer or licensed to Customer from a third party). "**Supplier Technology**" means Supplier's proprietary technology, including without limitation, Products, Services, software tools, hardware designs, algorithms, Software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, business methods, and any related intellectual property rights and industrial property rights throughout the world (whether owned by Supplier or licensed to Supplier from a third party).

3.3 Maintenance. Maintenance for term or perpetual licenses may be purchased for one (1) year terms (each a "Maintenance Term"). Provided Customer has purchased Maintenance or has a Subscription License, Supplier will provide the Maintenance specified in Exhibit A during the Maintenance Term or term of the Subscription License. If Customer has not renewed its Maintenance contract, then the license will still be valid but Supplier will not provide Maintenance as specified in Exhibit A. Hardware maintenance is available for annual periods not to exceed three (3) years following date of the Hardware purchase. If Customer has purchased Maintenance for an individual Product deployment under more than one service level (e.g. Basic for some network devices and Premium for others), the lowest class of Maintenance purchased will govern support for such Product deployment. If Customer has staggered Maintenance renewal dates for network device licenses, then all licensed network devices must be covered by a current Maintenance contract to obtain Maintenance from Supplier.

4. INDEMNIFICATION AND LIMITATION OF LIABILITY

4.1 Indemnification – General. Each Party shall indemnify the other from and against any claims by third parties (including any governmental or quasi-governmental body, whether foreign or domestic, including any department, agency, commission, bureau or other administrative or regulatory bodies, courts, public utilities and communications authorities, "**Governmental Authority**") and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct

4.2 Indemnification – Infringement. Subject to 4.3 and 4.4, Supplier ("**Indemnifying Party**") will defend at its own expense any action against Customer ("**Indemnified Party**") brought by a third party to the extent that the action is based on a claim that the Indemnified Party's authorized use of the Software infringes Intellectual Property Rights within the U.S. or Canada of such third party. Indemnifying Party will pay those costs and damages finally awarded against Indemnified Party in any such action that are attributable to such action, or those costs and damages agreed to in a settlement of such action.

4.3 Indemnification Limitations. Notwithstanding the foregoing, a Party will have no obligation under this Section 4 or otherwise with respect to any infringement claim based upon: (a) any use of Supplier's Technology not in accordance with this





Agreement; (b) any use of Supplier's Technology in combination with other products, hardware, equipment, software, or data not authorized by Supplier to be used with the technology; or (c) any modification of Supplier's Technology by any person other than Supplier or its authorized agents or subcontractors.

4.4 Infringement Remedies. In the event of a third party claim of intellectual property infringement, Supplier may, at its sole option, (a) obtain for Customer the right to continue using the Products deliverables, (b) modify the Products or deliverables so that they are non-infringing, (c) replace the Products or deliverables with functionally equivalent, non-infringing items, or (d) if the alternatives in (a)-(c) above are not available, Supplier may (i) terminate or eliminate such infringing Products or Services, or this Agreement, without penalty to either Party, and (ii) refund "unused" prepaid amounts, if any.

4.5 Notifications and Defense. The indemnified Party under Sections 4.1 and 4.2: (a) must notify the other Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the other Party is prejudiced thereby; (b) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the other Party shall have control of the defense and settlement; and (c) shall reasonably cooperate with the defense

4.6 Exclusive Remedy and Limitations.

THIS SECTION 4 STATES THE INDEMNIFYING PARTY'S ENTIRE LIABILITY AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. FOR ANY LIABILITY NOT EXCLUDED BY THE FOREGOING, SUPPLIER SHALL IN NO EVENT BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY SUPPLIER PURSUANT TO THE APPLICABLE ORDER OR SOW GIVING RISE TO THE LIABILITY. NOTWITHSTANDING THE ABOVE, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS LIMITING THE LIABILITY OF EITHER PARTY FOR (I) PERSONAL INJURY OR DEATH RESULTING FROM THE NEGLIGENCE OF A PARTY OR ITS EMPLOYEES, (II) FRAUD OR FRAUDULENT MISREPRESENTATION, (III) WILLFUL MISCONDUCT OR (IV) IF AND ONLY TO THE EXTENT LIABILITY IS NOT AVOIDED, OR IS REDUCED, BY VIRTUE OF SECTION 4.4 (INFRINGEMENT REMEDIES), INDEMNIFICATION PURSUANT TO SECTION 4.2 (INDEMNIFICATION – INFRINGEMENT).

5. TERMINATION

5.1 Termination. Either Party (the "Non-Defaulting Party") may terminate a Product license or Professional Service upon written notice of termination to the other Party ("Defaulting Party") if (i) the Defaulting Party breaches a material provision of this Agreement or the applicable SOW or Order and the Defaulting Party fails to cure such breach within thirty (30) days after receipt of written notice of breach from the Non-Defaulting Party; or (ii) any bankruptcy, insolvency, administration, liquidation or receivership proceeding, or winding up proceeding is commenced against or in respect of the Defaulting Party and any such proceeding is not dismissed or withdrawn within sixty (60) days.

5.2 Additional Termination or Suspension by Supplier. Supplier shall have the right to immediately terminate or suspend this Agreement or any Orders or SOWs (as applicable), and discontinue or suspend the delivery of the affected Product license or Professional Service (without liability) in the event that: (a) Customer fails to make a payment when due and Customer fails to cure such breach within fifteen (15) days after receipt of written notice from Supplier; or (b) Customer has violated any law, rule, regulation or policy of any Governmental Authority related to the Product license or Professional Service or Customer's use thereof; or (c) Customer has engaged in conduct that has caused or may cause (in Supplier's sole reasonable judgment) trafficking of or substantial damage to the Software or Hardware; or (d) Supplier receives any direction, notification or instruction from any Governmental Authority to suspend or terminate the provision of Product license to Customer. Upon any such suspension, Supplier shall provide written notice (where practicable) thereof to Customer.

5.3 Supplier's Remedies. The rates and charges set forth in each Order and SOW are established in reliance on the Service Term commitment made therein. If Customer cancels any Order or SOW during a Service Term commitment for any reason other than as provided in Section 5.1 above or in a particular schedule or exhibit, or in the event Supplier terminates an Order or SOW because of any reasons set forth in Section 5.1(b) or 5.2, then Customer agrees to pay to Supplier, within ten (10) days of such termination an amount equal to (a) one hundred percent (100%) of the Fees payable for the unexpired remainder of the Service Term, plus (b) any documented third party charges or expenses not covered by (a) above incurred by Supplier in respect of the terminated Order or SOW. The obligations of the Customer pertaining to any accrued but unpaid amounts arising out of





this Agreement in relation to any one or all of the Products, including pursuant to Section 1 and this Section 5, shall survive any termination of this Agreement.

6. GENERAL PROVISIONS

6.1 Trademarks & Publicity. Neither Party shall have the right to use the other Party's or its Affiliates' trademarks, logos, trade dress, service marks, trade names or service names in any manner, or to refer to the other Party by name or identifiable description in any marketing, promotional or advertising materials or activities, without the prior written consent of the other Party.

6.2 Confidentiality.

(a) "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to the terms and conditions of this Agreement (including pricing and other terms), the Software and the Documentation. Confidential Information shall not include information that: (i) is independently developed by the Receiving Party; or (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Section 6.3. Confidential Information shall remain the property of the Disclosing Party. Each Receiving Party shall maintain the confidentiality of the Confidential Information of the Disclosing Party (and each Party shall maintain the confidentiality of this Agreement) using at least the same degree of care as it employs in maintaining as secret its own trade secret, proprietary and confidential information but in any event always with at least a reasonable degree of care. A Receiving Party must not disclose the Disclosing Party's Confidential Information to any person except: (i) to its employees (which for Supplier includes its Affiliates' and its Third Party Service Providers' employees) on a 'need-to-know' basis provided those persons first agree to observe the confidentiality of the information; (ii) to legal and financial advisers; (iii) with the other party's prior written consent; or (iv) if required by law, any stock exchange, or any Governmental Authority. Receiving Party may disclose the Disclosing Party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, provided that the Receiving Party provides prompt written notice thereof to the Disclosing Party (to the extent legally permitted) and assistance to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. The confidentiality obligations of each party will survive expiration or termination of the Agreement for a period of three (3) years.

(b) It is understood and agreed that notwithstanding any other provision of this Agreement, a breach by either party of Section 6.2 of this Agreement may cause the other party irreparable damage for which recovery of money damages might be inadequate, and that the other party shall therefore be entitled to seek timely injunctive relief, without posting bond, in addition to any and all remedies available at law. On Disclosing Party's written request or upon expiration or termination of this Agreement for any reason, the Receiving Party will promptly return or destroy, at Disclosing Party's option, all Confidential Information of Disclosing Party in any form or media and provide a written statement to Disclosing Party certifying the return or destruction of such Confidential Information.

6.3 Compliance with Data Privacy Laws.

(a) Customer confirms it has read and understood Supplier's privacy policy, a copy of which is available on <http://www.redseal.net/policies/privacy-policy>, as updated from time to time.

(b) Each Party represents and warrants to the other Party that it complies with its obligations under relevant and applicable privacy laws. Customer further represents and warrants to Supplier that it shall provide proper notices to, and obtain necessary consents from, its end-users, employees and other data subjects about how their Personal Information and Personal Data may be used, stored, and disclosed to service providers engaged by Customer, as well as how data subjects may opt-out. For additional information, refer to the Data Privacy Addendum incorporated hereto by reference and located here: [Data Processing Addendum \(DPA\)](#).

6.4 Force Majeure. Except for Customer's payment obligations accruing under this Agreement up to the date of a bona fide Force Majeure Event, neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any performance that is prevented or hindered due to a Force Majeure Event. "**Force Majeure Event**" is any cause beyond a Party's reasonable control, including, without limitation, any act of war, act of God or nature, earthquake, hurricanes, tornados, flood, fire or other similar casualty, epidemic, pandemic, embargo, riot, terrorism, sabotage, strike or labor difficulty, governmental act, law or regulation, insurrections, terrorism, epidemic, quarantine, inability to procure materials or transportation facilities, failure of power, court order, condemnation, failure of the Internet, failure of a supplier or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

6.5 Governing Law, Jurisdiction and Recovery of Expenses. This Agreement is governed, construed, and enforced in accordance with the laws of the State of California, without reference to conflict of laws principles. The United Nations





Convention on Contracts for the International Sales of Goods and the Uniform Computer Information Transactions Act (UCITA) are expressly excluded. The courts within the Northern District of California shall have jurisdiction to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of, and venue in, such courts in any action to enforce this Agreement. The prevailing party shall be entitled to seek recovery of all court costs and reasonable attorneys' fees incurred, including such costs and attorneys' fees incurred in enforcing and collecting any judgment.

6.6 Severability; Waiver. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provisions shall be stricken and the remainder of this Agreement shall remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.

6.7 Assignment. Save and except to the extent permitted under this Section 6.7, neither Party may assign this Agreement, an Order or SOW without first obtaining the other Party's written consent. However, either Party may assign this Agreement, an Order or SOW to an Affiliate or as part of a corporate reorganization, consolidation, merger or sale of all or substantially all of its assets by providing advance written notice to the other Party of any such proposed assignment. Any purported assignment in contravention of this clause shall be invalid and void, and the assigning Party shall remain bound. This Agreement or the relevant Order or SOW will bind and inure to the benefit of each Party and each Party's successors and permitted assigns.

6.8 Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and may be delivered by hand, sent by overnight courier or email (with confirmation of delivery), at the addresses set forth on the Cover Page or the applicable Orders or at such other address as may hereafter be furnished by either Party to the other by notice in accordance with this Section. Such notice or communication will be deemed to have been given as of the date it is delivered, or emailed, as the case may be.

6.9 Relationship of Parties. Supplier and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Supplier and Customer.

6.10 Regulatory and Legal Changes. In the event of any change in applicable law, regulation, decision, rule or order that materially increases Supplier's costs or adversely affects Supplier's delivery of the Services, Supplier and Customer agree to negotiate regarding the rates to be charged to Customer to reflect such increase in cost or the revisions to this Agreement necessary to equitably adjust for such adverse effect

6.11 Insurance. Each Party shall keep in full force and effect during each Service Term insurance coverage that is no less than that required by applicable law and is customary in accordance with best industry standards. If requested in writing by the other Party, a Party will provide certificates of insurance evidencing its insurance coverage.

6.12 Third Party Beneficiaries. Supplier and Customer agree that there shall be no third party beneficiaries to this Agreement, including, but not limited to, any sub-licensee or end-user of Customer or the insurance providers for either Party. To the extent it is allowed by law, any legislation in any relevant jurisdiction giving rights to third parties is hereby excluded.

6.13 Export Control. Customer acknowledges and agrees that the Products and related technology subject to this Agreement are subject to the export control laws and regulations of the United States, the European Union and other countries. The Parties agree to comply with all such laws and regulations.

6.14 Government Rights. The Software and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying, or disclosing of the Software or Documentation by the U.S. Government or other government entity shall be governed solely by the terms of this Agreement.

6.16 Anti-Bribery. Customer represents that it has complied and shall comply with all applicable anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and similar laws of any other Governmental Authority, and has not taken and shall not take any action in furtherance of an unlawful offer, promise, or payment to or for the benefit of any person.

6.17 Entire Understanding. This Agreement constitutes the entire, final, complete and exclusive understanding of the Parties related to the subject matter of this Agreement. All prior written or oral agreements, understandings, communications or practices between Customer and Supplier are hereby superseded insofar as they relate to the Products and Services under this Agreement. This Agreement may be amended only in writing signed by a duly authorized representative of each of Supplier and Customer. In the event of any conflict between the documents comprising this Agreement, precedence shall be given to the documents in the following descending order: (i) the applicable Order; (ii) the applicable SOW; (iii) the applicable schedule or exhibit; (iv) the main body of this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the products and services.





6.18 Further Assurances. Both Parties shall extend their cooperation to do and perform (or cause to be done and performed) all such acts and things, and execute and deliver all such other agreements, instruments and documents, as the other Party may reasonably request in order to accomplish the intent and purposes of this Agreement including the transactions contemplated hereby.





EXHIBIT A

Exhibit A –Supplier Maintenance

In consideration of Customer's purchase of Maintenance, Supplier shall perform the following Maintenance during the applicable Maintenance Term. The Maintenance Term is the term for which Customer has ordered Maintenance as specified in the Order.

1. Maintenance.

1.1 Error Correction. For purposes of this Exhibit A, "Error" means nonconformity in the Software which causes the Software to not substantially conform to the applicable Documentation and "Error Correction" means additional or replacement code of the Software or a workaround solution provided by Supplier to remedy an Error. Supplier will use commercially reasonable efforts to correct any Errors in the Software in accordance with the priority assigned by Supplier in its discretion. Supplier will provide services directly to the Customer's Technical Contacts.

1.2 Customer Assistance. Customer will provide Supplier with information in Customer's possession as reasonably necessary to allow Supplier to duplicate the Error.

1.3 Customer Technical Contact. Customer will designate on the applicable Order technical contact persons ("Customer Technical Contacts") who will receive all Error Corrections, Updates, correspondence and other communications concerning the Software. The Customer Technical Contacts may be changed from time to time upon written notice to Supplier.

1.4 Supported Versions. Supplier will provide Maintenance only for Software released during the prior twelve (12) months.

1.5 Technical Support. Supplier will provide Technical Support service via telephone, web based Support Portal, and email to the Customer Technical Contacts. Assistance will be available during published Support Hours consistent with the Maintenance level purchased. Supplier will use commercially reasonable efforts to meet the initial response times set forth below from the time an inquiry is received by the appropriate Supplier contacts during the Support Hours.

Maintenance Level	Support Hours	Initial Support Response Time	Hardware Replacement
Basic Maintenance	Mon–Fri 6am - 6pm Pacific Time	4 hours	5 Business Days
Premium Maintenance	Mon–Sun 24 hours Pacific Time	1 hour	2 Business Days

Customer must have a current Maintenance contract on ALL licensed Products in order to receive Technical Support services for ANY of the licensed Products. Supplier reserves the right to change support hours and response times at the time of Maintenance renewal.

1.6 Limitations. (a) Supplier will have no obligation for the correction of Errors that result from: (i) Customer's failure to implement any Updates which are provided by Supplier; (ii) use of the Products other than in accordance with the Documentation; (iii) any alterations of or additions to the Products performed by parties other than Supplier; (iv) use of the Products in a manner for which they were not designed or outside the scope of this Agreement; (v) accident, negligence, or misuse of the Products by any party other than Supplier; or (vi) combination of the Products with other products not supplied by Supplier.

(b) In addition, Supplier is not obligated to correct Errors that cannot be remedied due to the hardware on which the Software is operated if such hardware does not meet the minimum systems requirements specified in the Documentation. If Supplier agrees to remedy any errors or problems not covered by the terms of this Agreement, Supplier will invoice Customer, and Customer will pay Supplier, for all such work performed at Supplier's then-current time and materials charges. Customer acknowledges that Supplier is under no obligation to provide Maintenance with respect to any Hardware or any Software for which Customer does not have a valid license.

1.7 Software Releases. So long as the Customer has a current Maintenance contract for all licensed network devices, Supplier will make available via electronic delivery to Customer Updates and Documentation relating thereto, when ready for commercial release. Unless otherwise agreed, such materials will be made available to the Customer Technical Contacts via the Supplier Support Portal

1.8 Hardware. If Customer has purchased separate Hardware Maintenance, Customer may contact Supplier to report a malfunction in the Hardware, and to obtain a Return Material Authorization ("RMA"). Replacement units will be shipped in accordance with the Maintenance level purchased by Customer (Basic or Premium). After receiving an approved RMA from Supplier, Customer





must ship the defective Hardware, which must be clearly identified with its RMA and with any requested documentation, to the address provided by Supplier. Any Hardware damaged during return shipment due to improper packing will not be covered by Maintenance. Defective Hardware must be returned to Supplier within fifteen (15) days following issuance of the RMA or Customer will be billed for the replacement Hardware at Supplier's then current list price. If the Hardware defect is found by Supplier to be caused by one of the events specified in Section 1.6 above, then repairs or replacement will be billed to Customer's account at Supplier's then-current rates.

1.9 Plugins. Updated Plugins will be published to the Supplier Support Portal upon commercial release. Plugin updates may only be downloaded and applied to licensed Software so long as the Customer has a current Maintenance contract. "**Plugin**" means Supplier software modules that facilitate the Product's ability to work with specific network devices from various third party vendors.

1.10 STIGs. Updated STIGs will be published to the Supplier Support Portal on a regularly scheduled basis. STIG updates may only be downloaded and applied to licensed Software so long as the Customer has a current Maintenance contract. "**STIG**" means Security Technical Implementation Guides Module that Customer may purchase and that are periodically updated for Customers with a current Maintenance contract.

1.11 TRLs. Updated TRLs will be published to the Supplier Support Portal on a regularly scheduled basis. TRL updates may only be downloaded and applied to licensed Software so long as the Customer has a current Maintenance contract. "**TRL**" means Threat Reference Library that Customer may purchase and that is periodically updated for Customer with a current Maintenance contract.

~~~~~

