

Master Network to Code Customer Agreement

This Master Network to Code Customer Agreement (this “**Agreement**”) is between Network to Code LLC, a New Jersey limited liability company (“**Network to Code**” or “**NTC**”) and the customer identified on the signature page below (the “**Customer**”). This Agreement takes effect on the date provided in the signature page below (the “**Effective Date**”).

1. **Contract Structure.**

(a) **Orders.** NTC and Customer may execute orders for the purchase and sale of Products or services that identify themselves as orders under this Agreement (each “**Order Form(s)**”). Each Order Form constitutes an agreement, the terms of which are comprised of: (i) the terms of the Order Form; (ii) the terms of this Agreement; and (iii) the terms of any applicable executed Addendums for additional categories of Products and services (each “**Addendum(s)**”) (an “**Order**” and collectively “**Orders**”).

(b) **Order of Precedence.** If terms of an Order Form conflict with terms of this Agreement or an Addendum, the terms of the Order Form shall govern with respect to the relevant Order. If terms of an Addendum conflict with terms of this Agreement, the terms of the Addendum shall govern with respect to Orders to which that Addendum applies.

(c) **Affiliate Ordering.** Customer Affiliates may execute Order Forms under this Agreement.

2. **Term, Termination, and Suspension.**

(a) **Term and Termination of this Agreement.**

(i) **Expiration.** This Agreement begins on the Effective Date and continues until twelve continuous calendar months elapse without any continuing Order.

(ii) **Insolvency.** On the Insolvency of either party, the other party may terminate this Agreement and all Orders by notice, effective immediately.

(b) **Term and Termination of Orders.** Unless otherwise specified on an Order Form:

(i) **Order Effective Date.** Each Order begins on its stated effective date. If an Order Form does not state an effective date, the Order begins on the date of the last of the parties’ signatures.

(ii) **Order Term and Renewal.** Except for Services, each Order renews automatically for successive twelve-calendar-month periods. Either party may prevent an Order from automatically renewing by giving Notice at least 60 calendar days before it would otherwise renew.

(iii) **Order Termination for Cause.** Either party may terminate an Order on the other party’s material breach of that Order by giving Notice: (A) identifying the Order; (B) identifying the material breach; and (C) if the material breach can be cured, affording the breaching party 30 calendar days to cure the material breach (10 calendar days in the case of non-payment), in which case the Order will continue.

(c) **Suspension.** NTC shall give Notice before implementing any suspension and collaborate in good faith with Customer to resolve grounds for any suspension promptly. NTC may suspend provision of Products and services to Customer if: (i) Customer is in material breach of its obligations under the relevant Order; or (ii) NTC reasonably believes that immediate suspension is required to prevent or mitigate risk to NTC or to other customers.

3. **Confidentiality.**

(a) If the parties have previously entered into a separate mutually protective nondisclosure agreement, that agreement is incorporated here by reference, with the following amendments:

(i) The nondisclosure agreement will continue in force for the term of this Agreement and each Order under it.

(ii) The parties' obligations with respect to confidential information will extend to information disclosed in the performance and administration of this Agreement.

(iii) The parties' permitted purpose for use of confidential information will extend to include the performance and administration of this Agreement.

(b) If the parties have not previously entered into a separate nondisclosure agreement, on Request of either party, both parties shall collaborate in good faith to select and execute a mutually agreeable nondisclosure agreement, for the term of this Agreement. That separate nondisclosure agreement will be automatically incorporated here by reference.

4. **Intellectual Property.**

(a) Pre-Existing Intellectual Property. Each party retains ownership of all Intellectual Property predating this Agreement, as well as any Intellectual Property it develops outside the scope of this Agreement.

(b) Limited License for Customer Materials. Customer grants NTC a worldwide, nonexclusive, royalty-free, fully paid up, license for materials Customer provides to NTC under this agreement, to use only as necessary to perform under this Agreement, for the term of this Agreement and each Order.

(c) Open Source. Products and services provided under this Agreement may include or comprise Open Source Software. Customer's licenses for Open Source Software are those of their respective public Open Source license grants, interpreted as entirely independent legal documents, separate from this Agreement. Obligations, representations, and warranties concerning Open Source works under this Agreement are in addition to the terms of the standard Open Source licenses. To the extent third-party Open Source Software licenses require offers of source code or other related information, NTC shall provide Customer the required source code and information on Request.

5. **Compensation.**

(a) Fees and Expenses. Customer shall pay the undisputed fees and expenses agreed for each Order.

(b) Invoicing. If an Order specifies payment by invoice: (i) promptly on executing the Order, Customer shall give Notice of an e-mail address for submission of invoices and shall update such as required from time to time; and (ii) Customer shall pay each undisputed invoice within 30 calendar days of receipt by electronic funds transfer in United States Dollars. Except as otherwise set forth in this Agreement, all fees are non-refundable, and all Orders are non-cancellable.

(c) Payment Disputes. Customer shall give Notice of any billing error before the deadline for payment of the invoice, and both parties shall collaborate in good faith to resolve any potential billing errors promptly. Customer shall pay the undisputed part of any invoice by the original deadline, and any resolved invoice within 7 days of resolution.

(d) Taxes on Fees and Expenses. Customer shall pay to NTC all applicable sales, value-added, use, and similar taxes on fees and expenses under this Agreement. NTC shall include applicable taxes to be paid by Customer as a line-item on any Order. NTC, not Customer, shall be responsible for remitting any income taxes on fees and expenses to the appropriate authority.

(e) Tax Withholding. If Customer is located outside the United States of America and local law requires Customer to withhold taxes paid under this Agreement Customer shall make the required tax withholding payments by paying them to the proper tax authorities, increase the amount of each payment made to NTC to offset withholding so that NTC receives the full amount invoiced, net of withholding, and promptly provide NTC relevant official tax documentation and tax receipts showing that withholding was required and that proper withholding payment has been made.

(f) No Other Deduction. Except as otherwise set forth in this Section 5 (Compensation), Customer shall pay amounts invoiced under this Agreement without set-offs, counterclaims, deductions, or withholdings.

(g) Late Payment Interest. NTC may charge Customer interest on late payments, at a rate of 1.5% compounded monthly or the maximum allowable by law, for payments that are not received within ten (10) days after NTC provides written notice of delinquency. If Customer fails to pay a bill for the Services according to the terms of the Order, Customer shall reimburse NTC's costs of pursuing and collecting payment after the deadline for payment, such as attorney fees and costs.

(h) Pricing Changes. NTC may revise pricing under any automatically renewing Order by giving Notice at least 90 calendar days before the start of an automatic renewal term, effective on the start of that renewal term.

6. Representations and Warranties

(a) In addition to the specific warranties included in any relevant Addendum, each party represents and warrants that: (i) it has full right and authority to enter into, perform under, and grant the rights purportedly granted under this Agreement, (ii) its performance under this Agreement will not violate any agreement or obligation between the performing party and any third party, (iii) it will comply with all applicable laws in performance of this Agreement and the use of Products and services provided under this Agreement, (iv) it nor any of its Personnel does or will appear on any United States governments list of entities or persons with whom commercial business is unlawful or restricted, such as the Treasury Department List of Specially Designated Nationals, the Commerce Department Denied Persons list, or any similar list; nor come under embargo or any sanctions program of the United States, the European Union, or the United Nations Security Council.

(b) Except as expressly set out in this Agreement or an applicable Addendum, to the fullest extent permitted by applicable law, each party disclaims all implied and statutory warranties. Furthermore, Products and services offered on a trial or evaluation basis are offered "as is", without any warranty whatsoever, during their respective trial and evaluation periods as set forth in the relevant Orders.

7. Indemnification

(a) Indemnification by NTC. Subject to Section 7(c) (Indemnification Exceptions), NTC shall defend, indemnify, and hold Customer, Customer Affiliates, and their respective successors and Personnel harmless from and against Costs of Claims by third parties to the extent they arise out of or relate to:

- (i) breach of Section 6 (Representations and Warranties);
- (ii) infringement, misuse, or misappropriation of third-party Intellectual Property by Software or Cloud Services NTC provides under this Agreement, or by Customer's use of the Software or Cloud Services in accordance with this Agreement; and
- (iii) Claims of NTC Personnel against Customer for wages, fringe benefits, other compensation, improper dismissal, or similar Claims.

(b) Indemnification by Customer. Subject to Section 7(c) (Indemnification Exceptions), Customer shall defend, indemnify, and hold NTC, NTC Affiliates, and their respective Personnel harmless from and against Costs of Claims by third parties to the extent they arise out of or relate to:

- (i) breach of Section 6 (Representations and Warranties);
- (ii) infringement, misuse, or misappropriation of third-party Intellectual Property by Customer Materials;
- (iii) NTC's performance of services pursuant to Customer's instructions, specifications, and/or that incorporate Customer work product, to the extent that a third-party Claim would not otherwise arise.

(c) Indemnification Exceptions. Neither party will be liable for indemnification for Claims to the extent those Claims result from (i) the negligent or willful acts of the other party's Personnel; (ii) compliance with the other party's specific, written instructions or specifications; or (iii) infringement, misuse, or misappropriation of Intellectual Property, or violation of applicable law, that would not have arisen but for the other party's:

(A) modification of the Products, services, or materials in a manner not contemplated by the relevant Order;

(B) combination of Products, services, or materials with their own or third-party materials in a manner not contemplated by the relevant Order or relevant technical documentation;

(C) Customer's continued use of a version of NTC software where NTC has made a later version of the same software available to Customer at no additional charge that would not infringe, misuse, misappropriate, or violate applicable law and which provides materially equivalent functionality; or

(D) use in breach of this Agreement.

(d) Indemnification Procedure. In order to receive indemnification for any Claim, either party must: (i) provide the indemnifying party with prompt notice of the Claim such that the indemnifying party will not be prejudiced in its defense; (ii) allow the indemnifying party to answer and defend the Claim; (iii) provide the indemnifying party with information and reasonable assistance to defend the Claim, at the indemnifying party's expense; and (iv) preserve legal and other professional privileges pertaining to relevant records, unless both parties agree to waive it.

(e) Independent Counsel. Either party may, as the indemnified party, engage separate counsel and participate in the defense of an indemnified Claim, at its own expense.

(f) Admissible Settlements. Neither party shall stipulate, admit, or acknowledge fault or liability by the other party without their Permission. As an indemnifying party, neither party shall settle any indemnified Claim or publicize any settlement without Permission of the indemnified party which shall not be unreasonably withheld or delayed.

(g) Exclusive Remedy. Except as set forth in Section 8 (Infringement Mitigation), Indemnification will be each party's exclusive remedy for Claims subject to indemnification under this Agreement.

8. Infringement Mitigation.

(a) If NTC receives any Claim plausibly alleging infringement, misuse, or misappropriation of Intellectual Property or breach of any applicable law by continued provision or use of Products or services provided under this Agreement, or believes it is likely to receive such a Claim, NTC may, at its option: (i) procure for Customer the right to continue using the affected Products and services under this Agreement; or (ii) modify or replace affected Products and services in a manner that does not materially affect their functionality and so that they no longer plausibly infringe, misuse, or misappropriate Intellectual Property, or break the law.

(b) If NTC determines that neither of the above can be achieved by commercially reasonable efforts, NTC shall promptly give Notice and either party may terminate any Order for the affected Products or services by Notice, effective immediately. NTC shall refund Prepaid and Unused Fees for any such terminated Order. Except as set forth in Section 7 (Indemnification), termination and refund will be Customer's exclusive remedy under this Section.

9. Liability.

(a) Liability Exclusions. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO SECTION 9(C) (LIABILITY EXCEPTIONS) NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOSS OF DATA, REVENUE, OR PROFITS, WHETHER

FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, OR OTHER FORM OF LAW, EVEN IF THE PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) General Liability Cap. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO SECTION 9(C) (LIABILITY EXCEPTIONS), THE TOTAL, AGGREGATE LIABILITY OF EITHER PARTY, TOGETHER WITH ITS AFFILIATES, ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED: (i) FOR CLAIMS ARISING OUT OF OR RELATING TO USE OF PRODUCTS OR SERVICES DURING ANY TRIAL OR EVALUATION PERIOD, \$1,000; AND (ii) OTHERWISE, THE AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO NTC UNDER THIS AGREEMENT IN THE 12 CONTINUOUS CALENDAR MONTHS IMMEDIATELY PRECEDING THE DATE THE FIRST CLAIM AROSE (THE “GENERAL LIABILITY CAP”).

(c) Liability Exceptions. Section 9(a) (Liability Exclusions) and Section 9(b) (General Liability Caps) do not apply to: (i) either party’s breach of Section 3 (Confidentiality); (ii) either party’s obligations under Section 7 (Indemnification); (iii) either party’s gross negligence, willful misconduct, or fraud; or (iv) Customer’s payment obligations.

10. Insurance.

(a) Maintain Relevant Coverages. NTC shall carry insurance policies meeting the following criteria, for the duration of this Agreement and an additional six calendar months:

- (i) Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- (ii) Privacy and Cybersecurity Liability: \$5,000,000 per occurrence.
- (iii) Workers’ Compensation Policies: sufficient to comply with applicable law.
- (iv) Employer’s Liability: \$1,000,000 per occurrence.
- (v) Professional Liability or Errors and Omissions: \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

NTC may satisfy coverage limits with combinations of primary and umbrella excess coverage that result in the same coverage as a single policy meeting the required limits.

(b) Use Highly Rated Insurers. NTC shall meet Section 10(a) (Maintain Relevant Coverages) with policies from insurers with the following minimum ratings: (i) A.M. Best Financial Strength: “A- (Excellent)”, (ii) A.M. Best Financial Size: “X”, (iii) Standard and Poor’s: “AA- (Excellent)”

(c) Proof of Insurance Coverage. On Request, NTC shall provide Customer proof of insurance coverage required by Section 10(a) (Maintain Relevant Coverages).

11. Survival. Terms of this Agreement that require performance after termination or expiration of this Agreement or apply to events that may occur after termination or expiration of this Agreement, will survive termination or expiration of this Agreement.

12. Interpretation.

(a) Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, written and spoken, with respect to the same subject matter. No terms in any Customer purchase order or other similar Customer generated document shall govern any transaction contemplated under this Agreement.

(b) Independent Contractors. The parties shall perform all obligations under this Agreement as independent contractors only, not to create any other association, partnership, joint venture, or similar combination.

(c) Governing Law and Venue. This Agreement and any Claims shall be governed by the substantive laws of the State of New York. Each party shall bring any Claim exclusively in either: (i) the United States District Court for the Southern District of New York, to the extent that court has subject matter jurisdiction; or (ii) the Commercial Division of the Supreme Court of the State of New York in New York County. The parties irrevocably submit to the personal jurisdiction of the designated court. Any Claim is likely to involve complicated and difficult issues. Therefore, the parties knowingly, voluntarily, intentionally, irrevocably, and unconditionally waive any rights they may have to a trial by jury for any Claim.

(d) Third-Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than NTC, Customer, Customer Affiliates entering Orders (and then only for such Orders), and their permitted assigns, any legal or equitable right, remedy, or claim under or in respect of this Agreement.

13. Notices. Each Notice under this Agreement shall be sent in English, and will be deemed given upon receipt, after being sent using a method that provides for positive confirmation of delivery to the physical address the receiving party gave for notices with its signature to this Agreement. Each party may update its address for notices going forward by giving Notice of a new, valid address.

14. Waiver. The parties will waive parts of this Agreement, if at all, only by written waiver describing the specific terms waived and in what particular instance, signed by the party waiving.

15. Amendment. This Agreement may be amended, superseded, or canceled only by a written instrument signed by both parties.

16. Assignment. NTC may assign all its rights, licenses, and obligations under this Agreement, as a whole, to a new legal entity created to change its jurisdiction or legal form of organization, or to an entity that acquires substantially all its assets or enough securities to control its management. Otherwise, no party may assign any right or license under this Agreement without Permission. Attempts to assign in contravention of this Section 16 (Assignment) will have no legal effect.

17. Subcontracting. NTC may utilize and delegate performance of this Agreement to subcontractors. NTC will stand directly liable for the acts and omissions of delegated subcontractors in performing its obligations under this Agreement to the same extent as if NTC had performed itself.

18. Personnel. Each party assumes full responsibility for the acts and omissions of its Personnel. NTC shall perform commercially reasonable background checks on employees and independent-contractor Personnel providing services under this Agreement at Customer's physical location, in compliance with applicable law and its background check policy. On Request, NTC shall provide Customer a copy of its then-current background-check policy.

19. Force Majeure. No party shall be liable to another party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement due to any of the following causes beyond such party's reasonable control (a "**Force Majeure Event**"): (a) acts of God; (b) flood, fire, or explosion; (c) war, invasion, riot, or other civil unrest; (d) actions, embargoes, or blockades entering into effect on or after the effective date of the relevant Order; (e) action by any state or federal governmental authority; (f) national or regional emergency; (g) strike, labor stoppage, slowdown, or other industrial disturbance; (h) shortage of adequate power or transportation facilities; (i) extraordinary malfunction of Internet infrastructure, data centers, or communications utilities; and (j) any other event that is beyond the reasonable control of such party. Lack of funds or economic downturn shall not be deemed a Force Majeure Event. Any party suffering a Force Majeure Event shall promptly give Notice of the Force Majeure Event to any other party to which performance is owed and shall use diligent efforts to end the

failure or delay and mitigate the effects of such Force Majeure Event. If a single Force Majeure Event continues to cause material failure or delay in performance of any Order for a period of thirty (30) continuous calendar days, then either party may terminate the Order, effective immediately and without penalty or liability for doing so, by giving Notice while the Force Majeure Event continues.

20. **Publicity.** NTC shall not use Customer's name or logotype, or otherwise identify Customer as a customer, in any marketing materials without Permission.

21. **Definitions.**

(a) **"Affiliate"** (collectively **"Affiliates"**) means any legal entity that has control over, is under the control of, or is under common control of another entity, where control means ownership of half or more of its capital stock or other ownership interests, ownership of substantially all its assets, or the power to direct its management and policies by vote, contract, or otherwise. Control can be direct or indirect.

(b) **"Business Day"** means any day except a Saturday or Sunday; or any day on which the New York Stock Exchange or the NASDAQ Stock Market is closed for trading.

(c) **"Claim(s)"** means any dispute, controversy, or proceeding arising out of or relating to this Agreement, its subject matter, or the relationship of the parties under it, in contract, tort, common or statutory law, equity, or otherwise.

(d) **"Cloud Service(s)"** are as defined in the applicable Cloud Service Addendum.

(e) **"Costs"** means liabilities, losses, damages settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees, in each case as finally awarded by a court with jurisdiction, finally assessed by a competent agency, or as documented in a fully executed settlement agreement.

(f) **"Customer Materials"** means all materials Customer provides to NTC to enable NTC to perform its obligations under this Agreement.

(g) **"Insolvency"** means liabilities exceeding assets, each fairly stated; failure to pay business obligations in the regular course of business; adjudication of bankruptcy; filing of an involuntary petition in bankruptcy; or making an assignment for the benefit of creditors.

(h) **"Intellectual Property"** means any United States patent, copyright, trademark, or trade secret right, or any other legal right typically referred to as an intellectual property right.

(i) **"Open Source Software"** means software licensed to the public by NTC or third parties where the source code is publicly accessible, allowing anyone to view, use, modify, and distribute it under specific open-source license terms.

(j) **"Permission"** means prior Notice of the consent of the other party.

(k) **"Personnel"** means the directors, officers, employees, independent contractors, and agents of a party and its Affiliates.

(l) **"Prepaid and Unused Fees"** means fees Customer has prepaid for use of Products and services not yet delivered or performed when a refund becomes owed.

(m) **"Product(s)"** means the Software or Cloud Services offered to Customers by Network to Code.

(n) **"Professional Advisers"** means legal and financial advisers providing professional services to a party under confidentiality obligations imposed by law or professional rules.

(o) **"Request"** means Notice of a request.

(p) **"Services"** means the professional services provided by NTC to Customer (excluding Technical Support) such as implementation, configuration, data migration, or custom software development and as set forth in any applicable Professional Services Addendum.

(q) “**Software**” means software applications NTC licenses to Customer to deploy in computing environments under its own management.

(r) “**Software Lifecycle Policy**” means the policy NTC publishes on the effective date of the Order at <https://networktoencode.com/company/legal/software-lifecycle-policy/> , describing the periods of time during which NTC software remain eligible for technical support, software maintenance, and contractual protections regarding.

(s) “**Technical Support Services**” mean those technical support services offered by Network to Code as set forth in any applicable Technical Support Addendum.

(t) “**Third-Party Online Marketplace**” means an online platform operated by a third party that NTC has authorized to offer products and services on its behalf, such as Amazon Web Services Marketplace.

Nautobot Support Addendum

This Addendum to the Agreement applies to Nautobot Support Services for NTC's Products.

1. Provide Support. NTC shall respond to technical support requests (“**Ticket(s)**”) from Customer personnel about configuration, use of, and problems with the Product.
2. Support Hours.
 - (a) NTC shall respond to Critical Priority Tickets 24 hours a day, 7 days a week, every day of the year.
 - (b) NTC shall respond to non-Critical Priority Tickets from 06:00 to 18:00 New York time, Monday through Saturday, excluding United States federal holidays as defined or updated by the U.S. Office of Personnel Management (“**General Support Hours**”).
3. Support Channels. NTC shall provide an online support portal listed at NTC's Atlassian Service Desk portals page (the “**Portal**”). Customer Personnel shall submit all Tickets via the Portal, or alternatively by e-mail to servicedesk@networktocode.com.
4. Chat Room. If an Order Form so specifies, NTC shall provide a Slack or other chat channel (the “**Chat Room**”) and invite Customer to participate in it. NTC shall collaborate with Customer personnel in resolving Tickets after they are submitted. Customer shall not submit, update, or close Tickets via the Chat Room.
5. Service Levels. NTC shall send a written reply to each Ticket via the Portal as follows:
 - (a) for Critical Priority Tickets:
 - (i) during General Support Hours: within 2 hours; or
 - (ii) outside General Support Hours: within 4 hours
 - (b) for Urgent Priority Tickets:
 - (i) during General Support Hours: within 6 hours; or
 - (ii) outside General Support Hours: the next Business Day
 - (c) for Standard Priority Tickets:
 - (i) during General Support Hours: the next Business Day; or
 - (ii) outside General Support Hours: the next Business Day(the “**Support SLA**”).
6. Triage. Customer personnel shall assign each Ticket Critical Priority, Urgent Priority, or Standard Priority when submitted, in accordance with the following definitions:
 - (a) “**Critical Priority**” applies to Tickets of the highest priority, when an error or bug in the Product causes downtime in a dependent production application or system, without available workaround. Critical Priority corresponds to codes P1 and P2 in Atlassian Jira.
 - (b) “**Urgent Priority**” applies to Tickets of medium priority, when an error or bug in the Product causes partial loss of functionality or significant performance slowdown in a dependent production application or system. Urgent Priority corresponds to code P3 in Atlassian Jira.
 - (c) “**Standard Priority**” applies to Tickets of the lowest priority, when an error or bug in the Product affects a non-production application or system, or for requests for information about the Product. All Tickets that are neither Critical Priority nor Urgent Priority are Standard Priority, as are all Tickets for software versions running after End of Support, according to the Software Lifecycle Policy. Standard Priority corresponds to codes P4 and P5 in Atlassian Jira.

NTC support personnel may reasonably revise the priority of a Ticket, in accordance with these definitions. NTC shall notify Customer personnel who submit Tickets when their Tickets are marked resolved or closed by e-mail to the address used to submit the Ticket, or via the Portal.

7. Support Remedies. If NTC fails to meet the Support SLA for an Order for three month-long periods in any twelve-month period, or for two consecutive month-long periods Customer may give Notice that it is terminating technical support and NTC shall refund any Prepaid and Unused Fees for technical support.

8. Exclusive Remedies. The remedies set out in Section 7 (Support Remedies) will be Customer's only remedies for breach of the Support SLA.

Cloud Service Addendum

This Addendum to the Agreement applies to Cloud Services Orders.

1. Service.

(a) Access. Authorized Users can access and use the Cloud Service described in the Order Form in accordance with the Documentation and within agreed Use Limits. NTC grants Customer and its Authorized Users a non-exclusive, worldwide, royalty-free license, for the Order term, to make full use of the Cloud Service, in accordance with the Order.

(b) Configuration. NTC shall configure the Cloud Service as agreed in the Order Form. If the Order Form does not set out how the Cloud Service will be configured, NTC shall configure the Cloud Service according to its default configuration for similarly situated customers.

(c) Maintenance.

(i) Continuously Updated Systems. Throughout the term of the Order, NTC shall promptly update the Nautobot Cloud Console, NautobotGPT, if used, and back-end platform infrastructure for Cloud Service applications (such as Nautobot instances), to run the latest stable, generally available software versions.

(ii) Software Managed via Console. Where the Cloud Services include Nautobot Cloud Console and additional applications that are not automatically updated by NTC (such as Nautobot instances), Customer will be responsible to initiate updates of all new generally available stable versions of such applications via the Nautobot Cloud Console which are made available to Customer by NTC.

(iii) Services Engagements. NTC and Customer may enter Orders for Services under which NTC agrees to perform specific updates of applications usually updated by Customer via Nautobot Console. Such Orders take precedence over this Section 1(c) (Maintenance) for the specific updates to be performed. NTC and Customer may also enter Orders for Services that include the development and provision of custom or customized Nautobot Apps. Unless the Order Form specifically states otherwise, Customer will update instances of those applications via the Nautobot Cloud Console.

(d) Service Level Agreement.

(i) Service Level Commitment. So long as Customer complies with Section 1(h) (Acceptable Use) and remains within the Use Limits, NTC shall provide the Cloud Service with Uptime of no less than 99%.

(ii) Service Level Credits. NTC shall credit (not refund) Customer's account against its next invoice for services, upon Notice and verification that NTC failed to meet its Service Level Commitment under Section 1(d)(i) during the current Service Month or any of the six prior Service Months as follows:

(A) 5% of Service Fees for any Service Month with Uptime above 98% but below 99%;

(B) 10% of Service Fees for any Service Month with Uptime above 90.0% but at or below 98%; and

(C) 25% of Service Fees for any Service Month with Uptime at or below 90.0%.

(iii) Service Level Termination and Refund. If NTC fails to meet its Uptime commitment for three out of any six continuous Service Months, Customer may terminate the Order and NTC shall refund all Prepaid and Unused Service Fees for such Order.

(iv) Exclusive Remedy. This Section 1(d) (Service Level Agreement) will be Customer's only remedies for breach of Section 1(d)(i) (Service Level Commitment).

(e) Documentation. NTC shall publish up-to-date Documentation for the Cloud Service via <https://docs.nautobot.com> or a successor documentation portal linked from NTC's homepage at <https://networktocode.com>.

(f) Feature Reduction. NTC shall not change or remove Cloud Service Features that substantially reduce the usefulness of the Cloud Service to Customer. If it does (and does not correct such within thirty (30) days of Notice of intent to terminate from Customer), the Order will terminate at the end of the next complete Service Month. NTC shall refund any Prepaid and Unused Fees as Customer's only remedies.

(g) Source Code Availability. Throughout the Order term and for three calendar months thereafter, pre-existing and new, generally available and stable, versions of Open Source Applications and their corresponding source code and license grants will be available for public download via <https://networktocode.com>, <https://github.com/nautobot>, or a successor repository.

(h) Acceptable Use. Customer shall comply with NTC's acceptable use policy published at <https://networktocode.com/company/legal/acceptable-use-policy/> on the effective date of the Order (the "Acceptable Use Policy").

2. Data.

(a) Data Confidentiality. NTC shall not access, use, or disclose Customer Data without Permission, except (i) as needed to provide the Cloud Service; (ii) to monitor use of the Cloud Service to prevent, detect, or mitigate a breach of Section 1(h) (Acceptable Use); (iii) to monitor and calculate usage under the Use Limits; (iv) to improve the Cloud Service; or (v) to suggest improvements to Customer's use of the Cloud Service.

(b) Data Export. Where the Cloud Services include Nautobot Cloud Console and additional applications managed by Customer via Nautobot Cloud Console, NTC shall make archives of Customer Data essential for backing up, restoring, and migrating to new instances of those additional applications available for Customer to download on a self-serve basis via Nautobot Cloud Console.

(c) Data Deletion. NTC shall delete Customer Data within thirty calendar days following the expiration or termination of the Order, or if NTC retains customer data longer in a backup system, Customer Data shall be deleted in accordance with such backup system deletion schedule.

3. Personal Data Processing. This Addendum incorporates the terms of the accompanying Data Processing Addendum (the "**Data Processing Addendum**"). If the Data Processing Addendum conflicts with this Addendum, the terms of the Data Processing Addendum shall govern to the extent required for compliance with applicable law.

4. Security.

(a) Service Security Measures. NTC shall implement, maintain, and enforce appropriate technical, administrative, and organizational security measures to defend the Cloud Service from malicious code, technical attack, and Data Privacy or Security Incidents according to NTC's security policy published at <https://networktocode.com/company/legal/security-policy/> on the effective date of the Order (the "**Security Policy**").

(b) Risk Controls. NTC shall maintain a valid certification, report, or attestation under an industry-standard Risk Management Framework. On Request, NTC shall provide evidence of compliance for itself and for each subcontractor providing cloud services or cloud infrastructure used to provide the Cloud Service.

(c) Breach Notification. On becoming aware of any Data Privacy or Security Incident, NTC shall promptly: (i) give Notice of the Data Privacy or Security Incident; (ii) investigate the incident and give Notice of initial and final findings; (iii) take commercially reasonable steps to mitigate effects of the incident; and (iv) take commercially reasonable steps to prevent any further, similar incidents.

(d) Disaster Preparation and Recovery. NTC shall (i) adopt, maintain, and periodically review a written plan to recover from any Force Majeure Event affecting the computer systems used to provide the Cloud Service or the integrity of Customer Data; (ii) distribute the plan to all relevant NTC personnel; (iii) deliver Customer a copy of the current plan on Request; and (iv) implement the plan in the event of any Force Majeure Event affecting the Cloud Service as provided to Customer, or Customer Data.

(e) Secure Access Credentials. Customer shall implement, maintain, and enforce appropriate technical, administrative, and organizational security measures to secure Access Credentials and prevent misuse of the Cloud Service by unauthorized third parties. Customer shall ensure that each login account is used by one and only one person, not shared among Personnel.

(d) Suspected Breach. On becoming aware of any Data Privacy or Security Incident, or grounds to reasonably suspect that one is or is about to occur, Customer shall give prompt Notice informing NTC of the nature of the incident.

5. Data Privacy and Security Indemnity. Each party shall defend, indemnify, and hold the other party, its Affiliates, and their respective successors and Personnel harmless from and against all Claims by third parties to the extent they arise out of or relate to any Data Privacy or Security Incident that would not have occurred but for their breach of Section 2 (Data), Section 3 (Privacy), or Section 4 (Security).

6. Data Privacy and Security Liability Cap. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL, AGGREGATE LIABILITY OF EITHER PARTY, TOGETHER WITH ITS AFFILIATES, UNDER SECTION 2 (DATA), SECTION 3 (PRIVACY), SECTION 4 (SECURITY), AND SECTION 5 (DATA PRIVACY AND SECURITY INDEMNITY) WILL NOT EXCEED THREE TIMES THE GENERAL LIABILITY CAP (THE “DATA PRIVACY AND SECURITY CAP”). NEITHER PARTY WILL BE LIABLE UNDER BOTH THIS DATA PRIVACY AND SECURITY CAP AND THE GENERAL LIABILITY CAP FOR CLAIMS ARISING OUT OF RELATED TO THE SAME EVENT. IF CLAIMS ARE BROUGHT AGAINST A PARTY UNDER BOTH THE GENERAL LIABILITY CAP AND THE DATA PRIVACY AND SECURITY CAP, THAT PARTY’S TOTAL, AGGREGATE LIABILITY WILL NOT EXCEED THE DATA PRIVACY AND SECURITY CAP.

7. Updates to Acceptable Use and Security Policies.

(a) NTC shall not update the Acceptable Use Policy or Security Policy without providing at least sixty calendar days’ notice if this Addendum or the Master Agreement are signed as separate documents, or upon thirty calendar days’ notice if this Addendum and the Master Agreement are created through a Third-Party Online Marketplace, or by signing an Order Form that incorporated them by reference to a URL on networktoencode.com.

(b) In either case, if Customer gives Notice before an update takes effect that the update will materially frustrate Customer’s operational or regulatory needs, or materially reduce the value of the Cloud Service to Customer, and NTC does not withdraw the update, then Customer may terminate the Order by Notice effective on the date the update becomes effective, and NTC shall refund any Prepaid and Unused Fees.

9. Definitions.

(a) “**Access Credentials**” means usernames and passwords, access keys, or other secrets that afford use of the Cloud Service or computer systems providing the Cloud Service.

(b) “**Authorized Users**” means Customer and Customer Affiliate Personnel authorized by Customer to access the Cloud Service.

(c) “**Cloud Service Features**” means functions of the Cloud Service described in the Documentation.

(d) “**Customer Data**” means data Authorized Users furnish to the Cloud Service, such as by entering it or configuring the Cloud Service to gather or receive it, unless doing so constitutes breach of the Order; and data the Cloud Service collects about Authorized Users and how they use the Cloud Service.

(e) “**Data Privacy or Security Incident**” means malicious technical compromise of the Cloud Service or unauthorized access to or disclosure of Customer Data.

(f) “**Documentation**” means technical documentation for the Cloud Service and software underlying the Cloud Service.

(g) “**Open Source Applications**” means all Cloud Service software applications included on the Order Form, the latest, stable, generally available versions of which NTC had made available as Open Source Software on the effective date of the Order.

(h) “**Risk Management Framework**” means published standards for assessment of and reporting on company internal controls and procedures for risk management, such as SOC 2 Type 2 ISO 27001.

(i) “**Service Fees**” means all fees for providing the Cloud Service set out on the Order Form.

(j) “**Service Month**” (collectively, “**Service Months**”) means a successive, month-long period. The first Service Month starts on the effective date of the Order.

(k) “**Uptime**” means the percentage of wall-clock time during a Service Month when Authorized Users can access and use the Cloud Service with computer systems meeting requirements set out in the Documentation without material reduction of Cloud Service Features or performance. Brief periods when Cloud Service Features become unavailable due to Customer-initiated updates of Customer Updated Applications that require restarting systems or applications providing the Cloud Service will not count against Uptime, nor will periods when Cloud Service Features become unavailable, or system performance suffers, due to source code patches or other source code provided by Customer.

(l) “**Use Limits**” means numeric limits on use of the Cloud Service set out on the Order Form, such as limits on the number of Nautobot instances, managed devices, and total objects.