

Updated 29th December 2025, Rob Morrison

Bacula Systems SA

Bacula Enterprise Backup & Recovery ENTERPRISE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE LICENSING OR USING ANY SOFTWARE OR SERVICES FROM BACULA SYSTEMS SA. EVERYONE WHO LICENSES OR USES SOFTWARE OR RECEIVES SERVICES FROM BACULA SYSTEMS SA MUST ACCEPT THE TERMS AND CONDITIONS IN THIS AGREEMENT. BY USING ANY SOFTWARE OR RECEIVING SERVICES FROM BACULA SYSTEMS SA, YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU ARE AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY.

IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MAY NOT USE ANY SOFTWARE OR SERVICES FROM BACULA SYSTEMS SA.

This Agreement, (the “Enterprise Agreement”), is between Bacula Systems SA (“Vendor”) and you or your company, (“Subscriber”). The effective date of this Agreement (“Reference Date”) is the earlier of the date that Subscriber signs this Agreement or the date that Subscriber first uses Vendor’s Licensing Software or Services, as defined below.

1. Definitions

The following words, when used in this Agreement, shall have the following meanings:

1.1. “**Business Partners**” means any third party, with which Vendor has entered into an agreement to promote, market, sell, and/or support the Licensed Software and/or Services. When Subscriber purchases a license to the Licensed Software and/or Services through a Business Partner, Vendor shall provide the Licensed Software and/or Services to Subscriber pursuant to the terms of this Agreement. Vendor shall not be liable for: (1) any actions or inactions of any Business Partners; (2) any additional obligations a Business Partner may have to

Subscriber; or (3) any products or services that a Business Partner may supply to Subscriber under any agreement between the Business Partner and Subscriber.

1.2. **“Confidential Information”** means any information disclosed by either party to the other party during the term of this Agreement that is either: (1) marked confidential; (2) relates to the administrative, financial, technical or operational arrangements of either party; (3) is disclosed orally and described as confidential at the time of disclosure and is subsequently set forth in writing, marked confidential, and sent to the other party within thirty (30) days following the oral disclosure; or (4) is information of a secret or proprietary nature, or which is otherwise expressly stated by the party disclosing such information or understood by the receiving party to be confidential.

Exclusions. Confidential Information shall not include information which: (1) is or later becomes publicly available without breach of this Agreement or is disclosed by the disclosing party without obligation of confidentiality; (2) is known to the recipient at the time of disclosure by the disclosing party; (3) is independently developed by the recipient without the use of the Confidential Information; (4) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information; (5) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (6) is software code in either object code or source code form that is licensed under an open source license requiring non confidential disclosure of such code. The recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the disclosing party advance notice of the disclosure requirement.

1.3. **“Delivery Platform”** means a dedicated and proprietary online delivery platform maintained by the Vendor to provide access to the Licensed Software and/or Services.

1.4. **“Documentation”** means the documentation, guidance, notes, instructions and information relating to the Licensed Software made available to Subscriber on the Delivery Platform.

1.5. **“Fees”** shall have the meaning as described in Section 7.

1.6. **“Individual License Terms”** means the license grant to the Licensed Software. A copy of which is available at: <http://www.baculasystems.com/agreements/LICENSE.pdf>.

1.7. **“Licensed Software”** means the software made available by Vendor to Subscriber through the Delivery Platform upon payment, including but not limited to all updates, releases, bug fixes, and enhancements thereto provided by Vendor to Subscriber pursuant to this Agreement.

1.8. **“Order Form”** shall have the meaning as described in Section 3.

1.9. **“Services”** means the support and maintenance services provided by Vendor to Subscriber pursuant to this Agreement.

1.10. **“Term”** shall have the meaning as described in Section 6.

2.0 Software License

2.1. License Grant. Vendor hereby grants to Subscriber, for the term of this Agreement, a nonexclusive, nontransferable right to download, install and use the Licensed Software for the number of computers and Term as set forth in the relevant Order Form.

2.2. Trademarks. Unless expressly stated in writing, no right or license, express or implied, is granted for the use of any of Vendor’s trade names, service marks or trademarks.

2.3. Ownership. All rights not expressly granted to Subscriber under this Agreement are expressly reserved. Subscriber shall not remove any intellectual property notices of Vendor from any copy of the Licensed Software.

2.4. Delivery. Vendor will provide Subscriber access to the Licensed Software through the Delivery Platform.

3. Process

3.1. Process. The Services and/or Licensed Software that Vendor renders or licenses to Subscriber pursuant to this Agreement shall be described on an order form signed by both parties or otherwise accepted by both parties, which may consist of one or more mutually agreed order forms, statements of work, work orders,

purchase orders or similar transaction documents. A template Order Form is available on request by emailing sales@baculasystems.com Vendor and Subscriber agree that the terms of this Agreement shall govern any Licensed Software or Services unless otherwise agreed to in writing by the party to be charged.

4. Support and Maintenance Services

4.1. General Obligations. Subject to Subscriber's payment and Vendor's receipt of the Fees set forth in the Order Form, Vendor shall provide Subscriber with Services during Vendor's normal hours of support corresponding to the subscription level shown in the Order Form. Only the current and the prior version of the Licensed Software (i.e. x.y and x-1.y numbered versions) will be supported. Support for older versions may be available through a separate written agreement. Vendor may provide Subscriber, at no charge, with any newer versions of the Licensed Software that Vendor, in its sole discretion, makes available to other Subscribers.

4.2. Working Conditions. If Vendor personnel render Services at Subscriber's premises: (1) Subscriber will provide a safe and secure work environment; and (2) Vendor will comply with all reasonable workplace safety, security standards, and policies applicable to Subscriber's employees, providing Vendor is notified in writing by Subscriber in advance of any applicable policies at least seven (7) days prior to the scheduled site visit.

4.3. Access to Subscriber Information. Subscriber shall provide Vendor access to requested Subscriber information, systems, software, and resources such as workspace, debug output and network access as are reasonably required by Vendor in order to render the Services. Subscriber understands and agrees that: (1) the completeness, accuracy, and extent of access to Subscriber information may affect Vendor's ability to render Services; and (2) if access to Subscriber's information is not provided, Vendor shall not be obligated to provide Services that depend on such Subscriber information.

5. Use of Licensed Software and Services

Subscriber shall purchase licenses to the Licensed Software and access to the Services in a quantity equal to

those actually deployed, installed, used or executed. In addition, if Subscriber is using Services to support or maintain a non-Vendor product or a product which is not part of the Licensed Software, Subscriber shall purchase access to the Services for such non-Vendor product. This Agreement, including pricing, is based on Vendor's understanding that Subscriber will use Licensed Software and Services for his internal use only. Distributing the Licensed Software or Services or any portion thereof to a third party or using Services for the benefit of a third party is a material breach of this Agreement. The Services may be used under the terms of this Agreement by third parties acting on Subscriber's behalf, such as contractors, subcontractors or outsourcing vendors, provided Subscriber remains liable for its obligations under this Agreement, and the acts and omissions of such third parties. Any unauthorized use of the Licensed Software or receipt of the Services is a material breach of this Agreement, including but not limited to: (1) only purchasing or renewing Services based on some, but not all, of the total use of Licensed Software that Subscriber deploys, installs, uses or executes; (2) providing access to Licensed Software and/or Services to any third party; (3) using Services in connection with any redistribution of Licensed Software; or (4) using Services to support or maintain any software products that are not Licensed Software.

6. Term

6.1 Term. This Agreement shall be effective as of the Reference Date and shall continue in effect until terminated either earlier in accordance with this Agreement or upon the duration of the subscription if not renewed ("Term"). Sections 7.5, 8, 9, 13.1, 15, and 17 shall survive the Term of this Agreement.

7. Fees and Payment

7.1 Fees. Services are set forth in the Order Form. Subscriber shall pay the corresponding fees ("Fees") upon Vendor's acceptance of an Order Form or, for renewal of Services, at the start of the renewal period.

7.2 Support Term. Licensed Software and Services will automatically renew after an initial term of one (1) year after the Reference Date, and renew automatically for additional one (1) year periods unless

either party gives the other party written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current Term. Vendor may increase support fees on ninety (90) days written notice to Subscriber prior to the expiration of the then current Term.

7.3 Taxes & Telecommunication Charges. Subscriber shall pay all federal, state, and local taxes, government fees, customs, duties, and other similar amounts that are levied or imposed on the Agreement or the transactions hereunder, including sales, use, excise, and value added taxes. Subscriber shall pay for all telecommunication and carrier charges arising from its use of the Services, the Delivery Platform and in the transmittal of any information or Documentation to or from Vendor.

7.4 Travel & Other Expenses. Subscriber shall reimburse Vendor for all reasonable travel, living, and other out-of-pocket expenses incurred by Vendor personnel in connection with this Agreement. Any individual expense in excess of Five Hundred Dollars (\$500.00) shall be pre-approved by Subscriber in writing.

7.5 Payment. Unless provided otherwise herein, Subscriber agrees to pay all amounts due under this Agreement within thirty (30) days after the Reference Date or Invoice. Past due amounts will bear interest of one and one-half percent (1 1/2%) per month from the due date or the highest rate permitted by law. All payments made under this Agreement shall be nonrefundable.

8. Confidentiality

8.1 Obligations. During the term of this Agreement, both parties agree that (1) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (2) each party will use the same degree of care it utilizes to protect its own confidential information, but in no event less than a reasonable degree of care; and (3) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors, accountants, and legal counsel, in each case, who shall be placed under an obligation to keep such information confidential using standards of confidentiality no less restrictive than those required by this Agreement. Both parties agree that obligations of

confidentially will exist
for a period of two (2) years following initial disclosure of the particular Confidential
Information. Any information
marked or otherwise designated as “Trade Secret” shall be kept confidential in perpetuity.

9. Reporting

9.1 Reporting. Subscriber will notify Vendor or the Business Partner from which Subscriber purchased a license to the Licensed Software and/or Services through the Delivery Platform promptly if the actual Licensed Software or Services used by Subscriber exceeds that for which Subscriber has paid the applicable Fees. In its written notice, Subscriber will include a list of additional Licensed Software and Services in use and the date(s) on which they were first used. Vendor or Business Partner will invoice Subscriber for the applicable Licensed Software and Services, and Purchaser will pay the indicated amount no later than thirty (30) days from the date of invoice.

9.2 For the purposes of providing an overview report on Subscriber’s usage of the products Subscriber has access to a reporting tool – Bacula Systems Agent Count. Subscriber will run and provide the output of this report on request from Vendor.

10. Limited Warranty

10.1 Licensed Software. Vendor warrants that the Licensed Software shall perform in accordance with the Documentation. Subscriber shall provide prompt written notice of any default, bug, or failure of the Licensed Software to perform in accordance with the Documentation at the time of installation. Such notice shall specify the nature of any such default, bug, or failure in detail. Vendor shall not be responsible for any errors or nonconformities in the Licensed Software resulting from Subscriber’s misuse, unrecommended use, negligence, or modification of the Licensed Software.

10.2 Services. Vendor warrants that all Services provided by Vendor to Subscriber pursuant to this Agreement shall be performed in a commercially reasonable manner.

11. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED, THE SERVICES AND LICENSED SOFTWARE ARE PROVIDED BY VENDOR "AS IS" AND WITHOUT WARRANTIES, REPRESENTATIONS, CONDITIONS OR OTHER TERMS OF ANY KIND EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PROVIDED AT LAW. VENDOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. VENDOR DOES NOT WARRANT THAT THE PRODUCTS WILL MEET SUBSCRIBER'S REQUIREMENTS, THAT THE LICENSED SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM, OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE LICENSED SOFTWARE WILL BE CORRECTED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LICENSED SOFTWARE IS ASSUMED BY SUBSCRIBER. FURTHERMORE, VENDOR DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VENDOR OR VENDOR'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF WARRANTIES PROVIDED IN THIS AGREEMENT.

12. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE LICENSED

SOFTWARE, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S TOTAL LIABILITY TO THE OTHER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, OR OTHERWISE)) SHALL EXCEED THE FEES PAID TO VENDOR DURING THE PRIOR TWELVE (12) MONTHS FROM WHEN A CLAIM IS MADE. THE LIMITATIONS PROVIDED IN THIS SECTION SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

13. Indemnification.

13.1 Subscriber shall defend, indemnify, and hold harmless Vendor and its directors, officers, agents, employees, members, subsidiaries, and affiliates from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation, attorneys' fees) arising out of or in connection with Subscriber's use of the Licensed Software and/or Services.

14. Default; Termination

14.1 Termination Upon Event of Default. If any party: (a) breaches any obligation under this Agreement and fails to cure such breach: (1) within fourteen (14) days after receipt of written notice thereof from the other party.

A Failure to pay any amounts due here under shall be a material breach, or (2) within thirty (30) days after its receipt of written notice thereof from the other party of any such breach not involving payments due; or (b)

voluntarily or involuntarily suspends, terminates, winds-up, or liquidates its business, becomes subject to any

bankruptcy or insolvency proceeding under applicable law; or becomes insolvent or subject to direct control by

a trustee, receiver, or similar authority, then upon the occurrence of such event (each, an "Event of Default"),

the other party may terminate this Agreement by giving written notice of such termination to the other party

and/or may exercise any and all other rights and remedies under this Agreement, at law or in equity.

14.2 Effect of Termination. On and after the termination of this Agreement, Subscriber shall cease all use of

Licensed Software and Services. Within ten (10) days of the date of termination of this

Agreement, Subscriber shall, at its own expense return to Vendor (or destroy at Vendor's election) all Documentation and other tangible materials provided by Vendor hereunder, together with a certificate signed by one of Subscriber's officers attesting to such return or destruction. Subscriber shall remain liable to Vendor for all charges, obligations, and liabilities that accrue or arise under this Agreement from any event, occurrence, act, omission, or condition transpiring or existing prior to termination.

14.3 Limitation of Actions.

Neither party shall bring any action against the other arising out of or related to this Agreement or the subject matter hereof more than one (1) year after the occurrence of the event which first gives rise to such action.

15. Equitable Relief

The parties acknowledge and agree that each will be irreparably injured if the provisions of Sections 2 (Software License) and 8 (Confidentiality) are not capable of being specifically enforced, and agree that Vendor shall be entitled to equitable remedies for any breach of Sections 2 and/or 8 (including specific performance and injunctive relief) in addition to, and cumulative with, any legal rights or remedies, including the right to damages and that Subscriber shall be entitled to equitable remedies for any breach of Section 8, in addition to, and cumulative with, any legal rights or remedies, including the right to damages. Subscriber will not be required to post bond.

16. Independent Contractor

Vendor acknowledges that it is at all times acting as an independent contractor under this Agreement and shall not be deemed as an agent, employee, joint venturer, or partner of Subscriber.

17. Notices

Any notices required or permitted to be given hereunder by either party to the other shall be in English in writing and shall be deemed duly given or made if delivered: (1) by personal delivery; (2) by an internationally

recognized overnight delivery company, in each case, addressed to the parties as follows (or to such other addresses as the parties may request in writing by notice given pursuant to this Section) with, in all cases, a copy to be sent by email.

If to Vendor:
Bacula Systems SA
Avenue des Sciences 11
Yverdon-les-Bains
1400
Switzerland
Email: notices@baculasystems.com
Attention: Chief Executive Officer

If to: Subscriber:
As indicated on the Order Form

Notices shall be deemed received on the next day following the date of delivery when companies located where the receiving party is located are generally open for business.

18. Force Majeure.

Vendor shall not be responsible for failures of its obligations under this Agreement to the extent that such failure is due to causes beyond Vendor's control including, but not limited to, acts of God, war, acts of any government or agency thereof, fire, explosions, epidemics, quarantine restrictions, delivery services, telecommunications providers, strikes, labor difficulties, lockouts, embargoes, severe weather conditions, delay in transportation, or delay of suppliers or subcontractors.

19. Governing Law/Consent to Jurisdiction

This Agreement and any dispute or claim arising out of or in relation to or in connection with it is governed by, and will be construed in accordance with Swiss Law without giving effect to the United Nations Convention on Contracts for the International Sale of Goods. Each party irrevocably agrees that the courts of Lausanne, Switzerland will have the exclusive jurisdiction to settle or adjudicate any dispute or claim that arises from or in connection with this Agreement.

20. Non-solicitation

Both parties agree not to solicit or hire any personnel of the other during the term of and for twelve (12) months after termination or expiration of the Agreement; provided that each such party may hire an individual employed by the other who, without other solicitation, responds to advertisements or solicitations aimed at the general public.

21. Export and Privacy

Vendor may supply Subscriber with technical data that is subject to export control restrictions. Vendor will not be responsible for compliance by Subscriber with applicable export obligations or requirements for this technical data. Subscriber agrees to comply with all applicable export control restrictions. If Subscriber breaches its obligations in this section or the export provisions of an applicable end user license agreement for the Licensed Software, or any provision referencing these sections, Vendor may terminate this Agreement and its obligations thereunder without liability to Subscriber. Subscriber acknowledges and agrees that to provide the Services, it may be necessary for Subscriber information to be transferred within the Vendor, its affiliates, Business Partners and/or subcontractors, which may be located worldwide.

22. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other prior and contemporary agreements, understandings, and commitments between the parties regarding the subject matter of this Agreement. This Agreement may not be modified or amended except by a written instrument executed by both the parties. In particular, any provisions, terms, or conditions contained in Subscriber's standard terms, order form or other similar forms that are in any way inconsistent with or supplementary to the terms and conditions of this Agreement shall not be binding upon Vendor.

23. Severability

If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without, to the extent possible, invalidating the remaining provision of this Agreement, and the parties shall use all reasonable efforts to give effect to the original intent of the parties.

24. Assignment

Neither this Agreement nor any interest in this Agreement may be assigned by Subscriber without the prior express written approval of Vendor. Vendor may assign, whether in part or in full, any or all of its obligations and or rights in this Agreement to any third party.

25. Waiver

Any waiver pursuant to this Agreement must be in writing. No failure or delay by a party to exercise any right it may have by reason of such default of the other party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right of the non-defaulting party under pursuant to Agreement.

26. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

Bacula Systems SA – Oct 28, 2025 Enterprise Agreement