



## EDGE DELTA MASTER SUBSCRIPTION AGREEMENT

This Edge Delta Master Subscription Agreement (“**Agreement**”) is entered into by and between Edge Delta, Inc. a Delaware corporation with its principal place of business at the address identified above (“**Edge Delta**”), and **Customer** (“**Customer**”), with its principal place of business at the address identified below. This Agreement sets forth the terms and conditions under which Edge Delta agrees to provide, and Customer agrees to obtain, access to the Edge Delta technologies and online services described herein.

**1. CONSTRUCTION.** Capitalized terms (whether in the singular or plural) shall have the meanings assigned in the text of this Agreement, including the initial order set forth in Exhibit A (the “**Order**”), and its exhibits and addenda.

**2. SOFTWARE AS A SERVICE.**

**2.1 Access.** Commencing on the Effective Date of this Agreement, Edge Delta shall make available to Customer Edge Delta’s hosted services to support collection, monitoring, management and analysis of data subject to the terms specified in the Orders (the “**Service**”) under the terms of this Agreement.

**Rights to the Service.** Subject to the terms and conditions of this Agreement, Edge Delta hereby grants Customer a non-exclusive, non-transferable, worldwide right during the Term to access the Service and permit use in connection with the number Endpoints specified in the Order to use the Service solely for Customer’s own internal business purposes. Unless otherwise specified, the term “quantity” as used in the Order refers to the number of Endpoints that are permitted to access the associated product or service. Through Customer’s configuration and use of Connections and Services, Customer has control over the types and amounts of data from Customer’s Environment that are submitted for Processing by the Services (collectively, “Customer Data”). By submitting Customer Data to the Services, Customer hereby grants to Edge Delta the right, and is expressly instructing Edge Delta, to Process Customer Data during the Order Term in order to provide and support the Services and as otherwise provided in this Agreement.

**2.2 Security and Privacy.** Taking into account the nature and types of Customer Data, Edge Delta will employ administrative, physical and technical measures in accordance with applicable industry practice to protect the Services and prevent the accidental loss or unauthorized access, use, alteration or disclosure of Customer Data under its control during each Order Term.

Customer is responsible for properly configuring the Services, and securing access passwords, keys, tokens or other credentials used by Customer in connection with the Services (collectively, “Customer Credentials”). Customer agrees to use reasonable efforts to prevent unauthorized access or use of the Services and to promptly notify Edge Delta if Customer believes (a) any Customer Credentials have been lost, stolen or made available to an unauthorized third party or (b) an unauthorized third party has accessed the Services or Customer Data.

Edge Delta may Process information about Customer’s configuration and use of the Services (“Usage Data”), Customer Data and Account Data: (a) to manage Customer’s account (b) to provide and improve the Services and Support, including to address Support Requests and troubleshoot other issues; and (c) to provide service

and feature announcements and other reporting. Edge Delta may also Process Usage Data that has been aggregated and/or anonymized (including, for clarity, that does not allow a third party to identify Customer as the source of the information): (i) to develop new services and features and (ii) to promote Edge Delta’s services, including, for example, through analyses of patterns and trends.

**2.3 Updates.** At no charge to Customer, Edge Delta shall install on its servers any software updates deemed reasonably necessary to address errors, bugs or other performance issues in the Service (collectively, “**Updates**”). Updates (if any) shall be subject to the same terms and conditions of this Agreement.

**2.4 Restrictions and Conditions.** Customer shall not, directly, indirectly or through its employees and/or the services of independent contractors: (a) attempt to sell, transfer, assign, rent, lend, lease, sublicense or otherwise provide third parties rights to the Service; (b) “frame,” “mirror,” copy or otherwise enable third parties to use the Service (or any component thereof) as a service bureau or other outsourced service; (c) allow access to the Service by multiple individuals impersonating a single end user; (d) use the Service in a manner that interferes with, degrades, or disrupts the integrity or performance of any Edge Delta technologies, services, systems or other offerings, including data transmission, storage and backup; (e) use the Service for the purpose of developing a product or service that competes with the Edge Delta online products and services; (f) circumvent or disable any security features or functionality associated with Service; or (g) use the Service in any manner prohibited by law.

**2.5 Reservation of Rights.** All rights not expressly granted to Customer are reserved by Edge Delta, its suppliers and licensors.

**2.6 Return of Hosted Data.** If requested by Customer within thirty (30) days of the expiration or termination of this Agreement, Edge Delta shall make available to Customer all Customer data stored within the Service at the time of expiration or termination. Thirty (30) days after termination, Edge Delta shall have no further obligation to Customer and may, at its option, permanently delete or destroy the Service and all information and materials contained therein.

**2.7 Delivery of Service and Materials.** The Service, and any updates or maintenance releases thereof, shall be made available only on a hosted basis, and will not be delivered in object code or physical media to Customer. The Service, and any deliverables provided under this Agreement will be delivered only through an electronic transfer.

**3. SERVICES.** Additional support services, including custom configuration, consulting, report development, training and system integration, may be separately purchased from Edge Delta under the terms of an addendum or Statement of Work referencing this

Agreement. For clarity, Edge Delta has no obligation to support Customer's own technology, internal infrastructure, provide free training, or provide consulting on customer created content such as views, reports, and configurations or third party technologies and services unless agreed to in writing via an approved sales agreement and or statement of work. Edge Delta has no obligation with respect to the monitoring of Internet traffic that Customer does not provide to Edge Delta through a properly configured appliance provided by Edge Delta. Edge Delta reserves the right to suspend or degrade service to protect Edge Delta's systems or infrastructure, for instance, in situations where Customer's input exceeds normal use conditions (e.g., to prevent denial of service attacks). Customer's use of the Service is dependent on Customer's maintenance of network architecture capabilities that are compatible with those required by Edge Delta. Customer is solely responsible for the configuration of its network as needed to interact with the Service.

#### 4. CUSTOMER OBLIGATIONS.

4.1 Fees and Payment Terms. In consideration of the rights granted herein, Customer shall pay Edge Delta the amounts specified in the Order located in Exhibit A, separately attached and incorporated herein to the Agreement ("**Fees**").

(a) Fees are exclusive of any applicable sales, use, import or export taxes, duties, fees, value-added taxes, tariffs or other amounts attributable to Customer's execution of this Agreement or use of the Service (collectively, "**Sales Taxes**"). Customer shall be solely responsible for the payment of any Sales Taxes. In the event Edge Delta is required to pay Sales Taxes on Customer's behalf, Customer shall promptly reimburse Edge Delta for all amounts paid.

(b) All amounts shall be paid to Edge Delta within thirty (30) days of receipt of an undisputed invoice. An invoice shall be deemed undisputed if, within such thirty (30) day period, Customer fails to notify Edge Delta in writing of any disputed amounts.

(c) Fees not paid when due shall be subject to a late fee equal to one and one half percent (1.5%) of the unpaid balance per month or the highest monthly rate permitted by applicable law. Edge Delta further reserves (among other rights and remedies) the right to suspend access to the Service. Amounts payable to Edge Delta shall continue to accrue during any period of suspension and must be paid as a condition precedent to reactivation, which reactivation is at the sole discretion of Edge Delta.

(d) All prices and other payment terms are confidential information of Edge Delta and Customer agrees not to disclose such information to any third party throughout the Term and for three (3) years thereafter.

(e) Except as otherwise specified in this Agreement, fees are based on services purchased and not actual usage, payment obligations are non-cancelable, fees paid are non-refundable, and the scope of the subscription cannot be decreased during the relevant subscription term.

4.2 Compliance with Laws. The Edge Delta software and Service are of U.S. origin. Customer shall adhere to all applicable state, federal, local and international laws and treaties in all jurisdictions in which Customer uses the Service, including all end-user, end-use and destination restrictions issued by U.S. and other governments and the U.S. Export Administration Act and its associated regulations. Customer will not upload any data or information to the Service for which Customer does not have full and unrestricted rights. Notwithstanding anything to the contrary in this

Agreement or any other agreement between the parties, Customer will not upload any data or information that is subject to government regulation, including without limitation, protected health information regulated under the Health Insurance Portability and Accountability Act of 1996 or sensitive financial information regulated under the Gramm-Leach-Bliley Act of 1999.

#### 5. TERM AND TERMINATION.

5.1 Term. Unless otherwise specified in the Order, the initial term of this Agreement will begin on the Effective Date and shall continue thereafter until the End Date specified in the Order (the "Initial Term"), and shall thereafter renew as described below for additional renewal terms (each a "Renewal Term," and collectively together with the Initial Term, the "Term").

5.2 Termination. Either party may terminate this Agreement if the other party materially breaches this Agreement and such breach has not been cured within thirty (30) days of providing notice thereof.

5.3 Effect of Termination. Upon expiration or termination for any reason, Customer shall discontinue all use of the Service, and return any and all software and documentation provided to Customer by Edge Delta.

5.4 Order Renewal. Unless either Party gives the other Party written notice of its intention not to renew an Order at least 15 days prior to the Order's then current expiration date, the Order will automatically renew for additional periods of the same duration as the expiring Order Term (each, a "Renewal Order Term").

#### 6. INDEMNIFICATION.

6.1 Customer. Customer shall indemnify and hold Edge Delta, its suppliers and licensors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with a claim which, if true, would constitute a breach of Customer's obligations under Section 2 or 4 of this Agreement. In the event Edge Delta is required to seek legal remedies to enforce collection of any amounts due under this Agreement, Customer agrees to reimburse for all additional costs associated with collection of that past due amount, including reimbursement of collection and attorney's fees.

6.2 Edge Delta. Edge Delta shall indemnify and hold Customer harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of a third party claim that the Service infringes or misappropriates any U.S. patents issued as of the Effective Date or any copyright or trade secret of any third party during the term of this Agreement. Edge Delta shall have no indemnification obligation, and Customer shall indemnify Edge Delta pursuant to this Agreement, for claims of infringement arising from the combination of Service with any unique aspects of Customer's business, for instance Customer's content, products, services, hardware or business processes, or for any use of the Service or any Edge Delta software not expressly authorized herein.

6.3 Process. A party seeking indemnification hereunder shall promptly notify in writing the other party of any claim for which defense and indemnification is sought. Each party agrees that it will not, without the other's prior written consent, enter into any settlement or compromise of any claim that: (a) results, or creates a likelihood of a result, that in any way diminishes or impairs any right or defense that would otherwise exist absent such settlement or compromise; or (b) constitutes or includes an admission of liability, fault, negligence or wrongdoing on the part of the other party. Each

indemnifying party has the sole right to control the defense of any claim for which it is providing indemnification hereunder with counsel mutually acceptable to the parties. The indemnified party may, at its own expense, participate in the defense of any such claim.

## **7. WARRANTY/ LIABILITY/ TOTAL LIABILITY.**

**Mutual Warranties.** Each party represents and warrants to the other that it is duly authorized to execute this Agreement and perform the obligations set forth herein.

**7.1 Disclaimer.** THE SERVICE AND ANY EDGE DELTA TRAINING, INSTRUCTION AND SUPPORT OR OTHER SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, “SERVICES”) ARE PROVIDED STRICTLY ON AN “AS IS” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR SATISFACTORY RESULTS ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY EDGE DELTA, ITS SUPPLIERS AND ITS LICENSORS.

**7.2 CUSTOMER ACKNOWLEDGES AND AGREES THAT SERVICE MAY BE SUBJECT TO INTERRUPTION, LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET APPLICATIONS AND ELECTRONIC COMMUNICATIONS.** EDGE DELTA IS NOT RESPONSIBLE FOR ANY SUCH DELAYS, DELIVERY FAILURES, OR ANY OTHER DAMAGE RESULTING FROM EVENTS BEYOND EDGE DELTA’S REASONABLE CONTROL, WITHOUT REGARD TO WHETHER SUCH EVENTS ARE REASONABLY FORESEEABLE BY EDGE DELTA.

**7.3 Limitation.** EXCEPT FOR OBLIGATIONS ARISING FROM OR IN CONNECTION WITH (A) INDEMNIFICATION, (B) BREACH OF CONFIDENTIALITY RESTRICTIONS OR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, OR (C) PERSONAL INJURY OR DAMAGE TO PROPERTY RESULTING FROM INTENTIONAL OR GROSS NEGLIGENT ACTS, ANY CLAIM BY CUSTOMER SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER, UP TO THE AGGREGATE AMOUNTS PAID BY CUSTOMER AND RECEIVED BY EDGE DELTA HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. CUSTOMER HEREBY RELEASES EDGE DELTA, ITS SUPPLIERS AND LICENSORS FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PROVISIONS OF THIS SECTION DO NOT WAIVE OR LIMIT EDGE DELTA’S ABILITY TO OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR BREACH OF THIS AGREEMENT.

**7.4 Exclusion of Certain Damages and Limitations of Types of Liability.** IN NO EVENT WILL EDGE DELTA BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR LOST PROFITS OR LOST REVENUE ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICE. THE FOREGOING EXCLUSION AND LIABILITY LIMITATIONS APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF STRICT OR PRODUCT LIABILITY.

**7.5 Interpretation.** The limitations in sections 7.3 and 7.4 are independent of each other. The limitation of damages set forth in section 7.3 shall survive any failure of essential purpose of the limited remedy in section 7.4.

**8. PUBLICITY.** Neither Party shall, except as otherwise required by Applicable Law or stock exchange requirements, issue or release

any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other Party’s marks or logos without the prior written consent of the other Party; provided, however, that Edge Delta may (subject to its obligations of non-attribution under Section 7.4) include Customer’s name and logo in its lists of Edge Delta customers, its public website and other promotional material. Edge Delta agrees to promptly cease such uses of Customer’s name and logo following Customer’s request sent to [info@edgedelta.com](mailto:info@edgedelta.com).

**9. CONFIDENTIALITY.** As used in this Agreement, “Confidential Information” means any information disclosed by one Party, its affiliates, business partners or their respective employees, agents or contractors (collectively, the “Discloser”) that is designated as confidential, either orally or in writing, or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes without limitation: (a) Customer Data; (b) information relating to the Discloser’s or its affiliates’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (c) third-party information that the Discloser is obligated to keep confidential; and (d) the terms of this Agreement and all Orders. However, Confidential Information does not include any information that: (i) was known to the Party that receives any Confidential Information (the “Recipient”) prior to receiving the same from the Discloser in connection with this Agreement; (ii) is independently developed by the Recipient without reference to or use of the Discloser’s Confidential Information; (iii) is acquired by the Recipient from another source without restriction as to use or disclosure; or (iv) is or becomes publicly available through no fault or action of the Recipient. The Recipient shall not (a) use the Discloser’s Confidential Information for any purpose outside the scope of this Agreement without the Discloser’s prior written consent or (b) disclose the Discloser’s Confidential Information to any person or entity, except to the Recipient’s employees, agents, contractors and service providers who (i) are bound by non-use and non-disclosure obligations at least as protective as those contained in this Agreement and (ii) have a need to know the Confidential Information for the Recipient to exercise its rights or perform its obligations under this Agreement. Notwithstanding the foregoing, the Recipient may disclose the Discloser’s Confidential Information to the limited extent any use or disclosure is required by Applicable Law or a valid and binding order of a governmental body (such as a subpoena or court order), provided that, to the extent permitted under Applicable Law, the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information. In the event of any breach or threatened breach by the Recipient of its obligations under this Section, the Discloser will be entitled to seek injunctive and other equitable relief to enforce such obligations.

**10. ADDITIONAL TERMS.** With the exception of additional access rights obtained by Customer under Section 8, Edge Delta shall not be bound by any subsequent terms, conditions or other obligations included in any Customer purchase order, receipt, acceptance, confirmation or other correspondence from Customer unless expressly assented to in writing by Edge Delta and counter-signed by its authorized agent. The parties may supplement the terms of this Agreement at any time by signing a written addendum, which shall be deemed incorporated by this reference upon execution. The terms of any addendum shall control any conflicting terms in this Agreement. Unless expressly stated otherwise in an applicable addendum, all addenda shall terminate upon the expiration or termination of this

Agreement.

11. **GENERAL.** This Agreement shall be governed by Washington law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction to the contrary. This Agreement may not be transferred or assigned by Customer, including by operation of law, in connection with a merger, acquisition or sale of assets related to Customer, without the prior written consent of Edge Delta. No joint venture, partnership, employment, agency or exclusive relationship exists between the parties as a result of this Agreement or use of the Service. The failure of Edge Delta to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. All disclaimers, limitations, payment obligations and restrictions of warranty shall survive termination of

this Agreement, as well as the provisions of this "General" section shall survive termination of this Agreement. If any part of this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use the Service will immediately terminate, except for those provisions noted above which will continue in full force and effect. This Agreement, together with its the following exhibits, comprises the entire agreement between Customer and Edge Delta and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein:

- **EXHIBIT A: ORDER**

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For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to enter into this Master Subscription Agreement as of the latter of the two signature dates, below (the "**Effective Date**").

***Acknowledged and Agreed:***

**Customer:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Edge Delta, Inc.:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_