ELASTIO
SUBSCRIPTION AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING THE SUBSCRIPTION SERVICES (AS DEFINED BELOW) THAT ACCOMPANIES THIS SUBSCRIPTION AGREEMENT, THE DELIVERY SERVICES THAT MAY BE USED TO PROVIDE ACCESS TO SUCH SUBSCRIPTION SERVICES, OR ANY ACCOMPANYING DOCUMENTATION.

ABOUT THIS AGREEMENT. This Subscription Agreement governs the purchase of subscriptions to, and use of, the products and services ordered by Customer (as defined below) as such products and services are described at www.elastio.com and/or on your Order Form, if applicable and any updates thereto provided by Elastio ("**Subscription Services**"). This Subscription Agreement, together with all applicable policies and supplements, constitute the entire agreement ("**Agreement**") between Elastio Inc., a Delaware corporation ("**Elastio**") and the customer subscribing to the Subscription Services ("**Customer,**") with respect to the subject matter of this Agreement and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the parties with respect to its subject matter, and neither of the parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

ACCEPTANCE OF THIS AGREEMENT. BY CLICKING TO ACCEPT WHERE INDICATED OR BY DOWNLOADING, INSTALLING OR USING THE SUBSCRIPTION SERVICES, CUSTOMER HAS INDICATED THAT CUSTOMER UNDERSTANDS THE AGREEMENT (INCLUDING ALL APPLICABLE POLICIES AND SUPPLEMENTS) AND AGREES TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

LEGAL CAPACITY TO ACCEPT THIS AGREEMENT
- If Customer is an individual purchasing Subscription Services on behalf of his or her employer or in the name of a corporate entity, such individual represents that it has the authority to bind the entity that it represents to this Agreement and all references in this Agreement to "Customer" applies to such entity.
- If Customer is purchasing Subscription Services in its individual capacity, Customer represents that he or she is at least 18 years old or the age of majority as determined by the laws of Customer's place of residency and all references in this Agreement to "Customer" apply to Customer in its individual capacity.
- Each of Elastio and Customer are referred to as a "**Party**" and collectively as the "**Parties**".

Electronic Signature and Disclosure Consent Notice.
- Customer agrees to the use of electronic documents and records in connection with Customer's use of the Subscription Services and all future documents and records in connection with the Subscription Services—including without limitation this electronic signature and disclosure notice—and that this use satisfies any requirement that Elastio provide Customer these documents and their content in writing. **If Customer does not agree, do not accept this Agreement**.
- Customer may (i) obtain a copy of this Agreement at www.elastio.com/supbscription-agreement or by contacting us through the Tenant Console, (ii) withdraw Customer's consent to the use of electronic documents and records, or (iii) update Customer's contact information by communicating with us via the Tenant Console.
- If Customer withdraws its consent to the use of electronic documents and records, Elastio may cancel this Agreement and deactivate the Services and Customer will not be entitled to a refund for any unused portion of the Subscription Services. To receive or access electronic documents and records, Customer must have the following equipment and software: (i) a device that is capable of accessing the Internet; (ii) an Internet browser that supports HTML 4.0 and 128-bit SSL encryption; and (iii) software that permits Customer to receive and access Portable Document Format or "PDF" files and email. To retain documents and records, Customer's device must have the ability to download and store PDF files. Customer's access to this page verifies that Customer's system and device meets the above receipt, access, and retention requirements.

AVAILABLE SUBSCRIPTION OPTIONS.   Customer may elect to purchase Subscription Services under one of the following models:

Consumption Subscription. The standard subscription available for purchase through Elastio's website located at www.elastio.com or through one of its resale channels (such as AWS Marketplace) is a month-to-month consumption-based subscription that is subject to the following terms and conditions:
- Month to month Subscription Term.
- Fees charged are based on the highwater mark of the amount of data that is backed up in the applicable 30-day period across all accounts that Customer has registered for the Subscription Services.
- Customer may cancel its subscription at any time and the amount of the final subscription due to prorated to that day and based on the highwater during that period.
- Fees are those published at Elastio's website located at www.elastio.com or through one of its resale channels (such as AWS Marketplace) when Customer subscribes to the Subscription Services and are subject to change upon notice from Elastio. Changes to fees will become effective 30 days after notice of a fee change unless Customer cancels its subscription prior to that date; otherwise, continued use of the Subscription Services will be deemed Customer's acceptance of the fee change.
- Customer's payment card will be charged automatically following at end of each 30-day period at the subscription rate in effect at the beginning of such 30-day period, plus taxes and other applicable charges.

Committed Subscription. The Committed Subscription model is subject to the following terms and conditions:
- Customer and Elastio enter into a mutually acceptable ordering document for the purchase of Subscription Services that (i) reference this Agreement, (ii) designates the length of the Subscription Term and the applicable subscription fee and highwater mark on which the fee is based, and (iii) is signed by Customer and Elastio ("**Order Form**"). A purchase order Customer issues is not considered an Order Form. If Customer enters into an Order Form with

1