Software License and
Support and Maintenance Agreement

Datadobi

Software License
and
Support and Maintenance Agreement

This SOFTWARE LICENSE AND SUPPORT AND MAINTENANCE AGREEMENT (this "**Agreement**") is made by and between DATADOBI, BV, a company organized under the laws of Belgium ("**Datadobi**" or "**Licensor**"), and the entity installing, accessing or using the Licensed Property (as defined below) ("**Licensee**"). By clicking the "I Agree" or similar button or in the absence of such button, by installing, accessing or using the Licensed Software, Licensee (1) represents that Licensee has read this Agreement and understands its terms and conditions; and (2) agrees to be bound by all the terms and conditions of this Agreement. If you do not agree to and accept each of the terms, conditions and provisions of this Agreement, you may not install, access or use, and must delete from your computer, the Licensed Property (and all other materials accompanying the Licensed Property).

1 Definitions and interpretation

1.1   In this Agreement:

"**Affiliate**" means, with respect to a party to this Agreement, an entity that controls, is controlled by, or is under common control with such party, where "control" means the ownership of more than a majority of the voting ownership interests of the entity or party.

"**Action Pack**" means, with respect to a particular functionality provided by the Licensed Software (such as migration, deletion, replication and synchronization), a license that enables such functionality until the function has operated on a volume of data up to the Capacity Cap for such functionality. For example, a license to use the Licensed Software to perform a 10TB migration is an Action Pack, and such license is acquired by purchasing a migration or bundled Action Pack for a Capacity Cap of at least 10TB.

"**API**" means a set of definitions, protocols and functions that allow an application of Licensee or a third party to communicate with and send commands to certain of Datadobi's software products.

"**Capacity Cap**" means the total bytes of un-deduped, un-compressed and un-archived data upon which a function or functions of the Licensed Software will be performed, as identified in the Order Acknowledgement or permitted by a license key supplied by Licensor from time to time. For the avoidance of doubt, Capacity Cap does not refer to the storage capacity of a Data Storage System but rather to the total amount of data handled by a particular function of the Licensed Software. For example, if Licensee desires to migrate 10TB of data from a 100TB Data Storage System, Licensee must have or obtain a license for an Action Pack that has an unused Capacity Cap of at least 10TB.

"**Customer**" means an entity to which Licensee provides data migration services pursuant to a written agreement between Licensee and Customer.

"**Business Day**" means any weekday, other than a bank or public holiday in Belgium.

"**Business Hours**" means between 09:00 and 18:00 Belgian time on a Business Day.

"**Data Storage System**" means the computer system(s) owned or controlled by Licensee or Customer that store, or have the capacity to store, digital data.

"**Documentation**" means the Licensed Software data sheets and other documentation concerning the Licensed Software supplied by Licensor to Licensee.

"**Effective Date**" means the date when Datadobi issues the Order Acknowledgement for the Software.

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

"**Intellectual Property Rights**" means all intellectual property rights of any nature wherever in the world, whether registered or unregistered, including any application or right of application for such rights, including copyright and related rights; rights in databases, proprietary or confidential information, trade secrets and/or know-how; rights in names and other identifiers of origin such as business names, trade names, trademarks, service marks, and prohibitions against passing off; prohibitions against unfair competition; and patents, utility models and rights in designs.

"**Licensed Property**" means the Licensed Software and the Documentation, collectively.

"**Licensed Software**" means the Software and all Updates made available to Licensee by Licensor from time to time.

"**Order Acknowledgement**" means a written or electronic shipment notification or other order acknowledgement for the Software issued by Datadobi for Software in response to a request by Licensee, either in hardcopy-format, electronic mail, electronic/digital document, or by fax.

"**Restricted Migration**" means any of the following types data extraction or migrations: (a) Write Once Read Many (WORM) migrations; (b) Multi-Protocol (MUP) migrations; (c) Cloud Tiering Appliance (CTA) migrations; (d) Content Addressed Storage migrations; (e) Object to Object migrations; or (f) any other type of migration project that Licensor may specify from time to time in writing.

"**Software**" means (a) StorageMAP^{TM}; (b) APIs made available by Licensor to Licensee from time to time; and (c) any other Datadobi software product(s) as specified in the Order Acknowledgement and made available by Licensor to Licensee.

"**Support and Maintenance Exhibit**" means Exhibit A to this Agreement.

"**Term**" has the meaning set forth in Section 2 of this Agreement.

"**Update**" means an update (including bug-fix), improvement or patch to the Software made available by Licensor to Licensee.

(a) In this Agreement, a reference to a statute or statutory provision includes a reference to:

    (i) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

    (ii) any regulations made under that statute or statutory provision.

(b) Section headings are for ease of reference and do not have any legal effect; references to Sections are to sections of the body of this Agreement unless otherwise stated.

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(c) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation" and the word "or" is not exclusive.

2 Term of Agreement

The "**Term**" of this Agreement will begin on the Effective Date and will continue for the term specified in the Order Acknowledgement or, if no term is specified, for one (1) year, unless earlier terminated in accordance with Section 11. Licensee acknowledges that license keys for the Licensed Software expire automatically upon the expiration of this Agreement, and as a result, upon expiration of this Agreement, (a) the Licensed Software will automatically become inoperable, (b) all information collected and analyzed by StorageMAP^{TM} will no longer be accessible to Licensee and (c) all running processes controlled by the Licensed Software including, without limitation, migrations, deletions, replications and synchronizations will automatically terminate without notice and regardless of the amount of progress achieved at the time of expiration of this Agreement.

3 License

3.1 Subject to the payment by Licensee of the relevant charges and fees in respect of the Licensed Property and Licensee's compliance with this Agreement, Licensor grants to Licensee a non-exclusive and non-transferable (except as set forth in Section 13.6) license during the Term, to:

(i) install the Licensed Software (in accordance with the Documentation) for use in Licensee's data center;

(ii) use the applicable Licensed Software in accordance with the Documentation up to the Capacity Cap applicable to the license that Licensee purchased for such Licensed Software;

(iii) in the case of Licensed Software that is an API, use such API for the sole purpose of interacting with the other Licensed Software for which it was designed for use;

(iv) use any number of instances of the Documentation in connection with the permitted use of the Licensed Software; and

(v) make and maintain a reasonable number of copies of the Licensed Property for backup purposes;

in each case, anywhere in the world.

3.2 Licensee may not and shall not:

(a) copy or reproduce the Licensed Property or any part of it other than in accordance with the license granted in Section 3.1;

(b) sell, resell, rent, lease, loan, supply, distribute, redistribute, publish or re-publish the Licensed Property or any part of it, except as provided in Section 13.6;

(c)   modify, alter, adapt, translate or edit, or create derivative works of, the Licensed Property or any part of it;

(d)   reverse engineer, decompile, disassemble the Licensed Software or any part of it and any information derived in violation of such restriction shall automatically be deemed Licensor Confidential Information and owned exclusively by Datadobi;

(e)   use the Licensed Software other than in accordance with the Documentation; or

(f)   circumvent or remove or attempt to circumvent or remove the technological measures applied to the Licensed Property for the purposes of preventing unauthorized use,

providing that nothing in this Section 3.2 will prohibit or restrict Licensee from doing any act that applicable law sanctions notwithstanding the agreed restrictions set forth in this Section 3.2.

3.3   All Intellectual Property Rights in the Licensed Property are and will remain, as between the parties, the property of Licensor.

3.4   Once a function of the Licensed Software that is licensed on Capacity Cap basis has handled data up to the applicable Capacity Cap, such function will cease operating (including for a job running at the time the Capacity Cap is reached) unless and until Licensee obtains a new license key for such function with at least the necessary Capacity Cap. All licenses to the License Software expire upon the earlier of expiration or termination of the Term, and no refund or credit will be issued for unused data processing capacity under a license for Licensed Software that is licensed with a Capacity Cap. For example, there will be no refund or credit if, at the expiration of the Term, Licensee used 50TB of a 100TB Action Pack or if Licensee mapped only 50TB of data under a 100TB StorageMAP^{TM} license.

3.5   Licensee may not and shall not use Licensed Software to perform or attempt to perform any data extraction or migration in connection with any Restricted Migration without Licensor's prior written consent and/or Licensee's completion of all Licensor training or certification programs that Licensor may generally require of its licensee's from time to time.

4 Audit Rights

4.1   Licensee grants Licensor the right to audit, at Licensor's expense, Licensee's deployment and use of the Licensed Property for compliance with the terms of this Agreement at any mutually agreeable time during Licensee's normal Business Hours. Licensor shall give Licensee at least five (5) days prior notice of the audit and such audits shall be conducted no more than once annually. If Licensee's use of the Licensed Property is found to be greater than contracted for, Licensor shall have the option to terminate this Agreement for Licensee's breach or invoice Licensee for the difference between Licensee's permitted use of the Licensed Property and Licensee's actual use of the Licensed Property (at Licensor's then current rates), and Licensee shall pay such invoice within thirty (30) days after the date of such invoice. If the resulting

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adjustments to the license fees owing by Licensee are greater than five percent (5%) of the license fees paid by Licensee under this Agreement, Licensee will pay the expenses associated with such audit in addition to the additional license fees.

5 Updates

5.1 Licensee must promptly apply to the Licensed Software each Update made available by Licensor to Licensee from time to time.

5.2 Licensor will have no obligation to provide support for the Software under Section 6 in relation to any version of the Licensed Software that does not incorporate the most recent Update to the Licensed Software.

6 Support and maintenance

6.1 Licensor will provide support and maintenance for the Licensed Software in accordance with the Support and Maintenance Exhibit.

7 Limited warranties

7.1 Licensee warrants to Licensor that it has the legal right and authority to enter into and perform its obligations under this Agreement.

7.2 Licensor warrants to Licensee:

(a) that it has the legal right and authority to enter into and perform its obligations under this Agreement;

(b) that to the knowledge of Licensor, the use of the Licensed Property by Licensee in accordance with the terms of this Agreement will not infringe the Intellectual Property Rights of any third party;

(c) that for ninety (90) days after the Effective Date, the Licensed Software will operate in accordance with the Documentation. All warranty claims not made in writing within such period shall be deemed waived. This warranty is contingent on the proper installation and use of the Licensed Software as described in the Documentation. The sole and exclusive remedy for breach of the foregoing warranty shall be for Licensor to provide support and maintenance to Licensee in accordance with the Support and Maintenance Exhibit; and

(d) that Licensor has tested the Licensed Software made available to Licensee for download for computer virus and other malicious third party software infections in accordance with standard industry practice from time to time.

7.3 Licensee acknowledges that:

(a)   the Licensed Software may not be error-free and that errors in the Licensed Software will not constitute a breach of this Agreement; and

(b)   the Licensed Software has not been developed to meet the specific requirements of Licensee, and accordingly Licensee will be responsible for ensuring that the Licensed Software is suitable to meet Licensee's requirements.

Licensee acknowledges that depending on the settings that the user sets for certain of the Licensed Software, the Licensed Software will delete data from the source Data Storage System and/or delete or overwrite any and all data on the target Data Storage System(s). Licensee further acknowledges Licensor's recommendation that prior to implementing any deletion, migration, replication or sync process using the Licensed Software (including any such process configured, started or automated using an API or scripts that utilize an API), Licensee create and maintain complete and independent backups of both the source and target Data Storage System(s) in order to ensure that such data remains safe, secure and accessible in the event of any data loss that may occur during use of the Licensed Software. Licensee acknowledges and agrees that it is Licensee's responsibility to conduct such backups, and Licensor shall have no fault or liability for any data loss that may occur because of user error (whether related to application software or an API, settings made (or not made) by the user (whether related to application software or an API) or that could be restored from properly created and maintained backups. Without limiting the foregoing, Licensor shall have no fault or liability for any data loss that may occur as a result of Licensee's performance of a Restricted Migration in violation of Section 3.5.

7.4   The warranty in Section 7.2(c) is conditional upon Licensee promptly providing to Licensor all such information and assistance, and access to its premises and systems, as Licensor may require.

7.5   EXCEPT AS SET FORTH IN SECTION 7.2, DATADOBI MAKES NO AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8 Intellectual Property Indemnity

8.1   Licensor shall indemnify and defend Licensee against any third party claim that a Licensed Property infringes any copyright, patent or trade secret provided that: (i) the claimed infringement does not relate to, or result from, Licensee's or any third party's modification(s) of the Licensed Property or use of the Licensed Property in combination with software or hardware not supplied or expressly approved in writing by Licensor; and (ii) Licensee gives Licensor prompt, written notice of any such claim and allows Licensor to control the defense and all related settlement negotiations. If any infringement claim has occurred or in Licensor's reasonable judgment is likely to occur and Licensor is required to indemnify and defend Licensee by virtue of the foregoing sentence, then Licensee shall allow Licensor, at Licensor's option and expense, to procure the right for Licensee to continue using the Licensed Property

that is the subject of such claim, or to replace or modify such Licensed Property so that such Licensed Property becomes non-infringing yet remains substantially functionally equivalent. If neither of the foregoing alternatives is available on terms that are reasonable, in Licensor's sole discretion, then Licensee shall, upon the request of Licensor, return the Licensed Property to Licensor, whereupon Licensor shall return to Licensee any amounts prepaid by Licensee for periods following the date of Licensee's return of the Licensed Property. This Section 8.1 states Licensee's sole and exclusive remedy arising from copyright, patent and trade secret infringement claims made against Licensee with respect to the Licensed Property, and Licensor shall incur no liability to Licensee relating to such infringement claims except as provided in this Section 8.1.

9 Confidentiality

9.1   Licensee acknowledges that: (i) the Licensed Property is and shall remain the exclusive property of Licensor and its successors and assigns; and (ii) Licensee has no right, title or interest to or in the Licensed Property except as expressly granted in this Agreement.

9.2   Licensee hereby acknowledges that during the Term of this Agreement, it will receive information from Licensor that belongs exclusively to Licensor or a third party supplier of Licensor and that Licensor regards as highly confidential and proprietary, including but not limited to the Licensed Property and any source code, translations, compilations, partial copies and derivative works associated therewith ("**Licensor's Confidential Information**"). Licensor's Confidential Information does not include: (i) information already known or independently developed by Licensee outside the scope of this relationship by personnel not having access to any Licensor's Confidential Information; (ii) information in the public domain through no wrongful act of Licensee; or (iii) information received by Licensee on a non-confidential basis from a third party who was free to disclose such information.

9.3   With respect to Licensor's Confidential Information, and except as expressly authorized herein, Licensee shall not use or commercialize Licensor's Confidential Information or disclose Licensor's Confidential Information to any person or entity, except to its own employees having a "need to know" (and who themselves are bound by equivalent non-use and non-disclosure obligations applicable to the Licensed Property), and to such third parties as Licensor may approve in writing in advance (such approved third parties being "**Authorized Third Parties**"); provided that all such Authorized Third Parties shall have first executed a confidentiality agreement in a form acceptable to Licensor. Neither Licensee nor any Authorized Third Parties shall: (i) alter or remove from any Licensed Property or associated Documentation any proprietary, copyright, trademark or trade secret legend; or (ii) attempt to decompile, disassemble or reverse engineer the Licensed Property or other Licensor's Confidential Information (and any information derived in violation of such covenant shall automatically be deemed Licensor's Confidential Information owned exclusively by Licensor). Licensee and its Authorized Third Parties shall use at least the same degree of care in safeguarding the Licensor's Confidential Information as Licensee uses in safeguarding its own

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confidential information, but in no event less than reasonable due diligence and care. Upon termination of this Agreement, Licensee shall, and shall cause its Authorized Third Parties to, cease all use of, and return or destroy, all Licensor's Confidential Information in its or their possession or control. The appropriate officer of Licensee shall certify to Licensor in writing, within fifteen (15) days after such termination, that Licensee has complied with the obligations of the foregoing sentence.

9.4   In the event Licensor processes "personal data" as defined by and subject to any national law of an EU member state adopted pursuant to Regulation (EU) 2016/679 ("Personal Data") on Licensee's behalf pursuant to this Agreement, then: (i) Licensee acknowledges and agrees that Licensee or Customer is the controller of such Personal Data and Licensor is a processor or subprocessor of such Personal Data under this Agreement, (ii) Licensee will comply with its obligations under all applicable data protection and privacy laws, (iii) Licensor and Licensee agree to comply with the Data Processing Agreement available at: https://datadobi.com/data-processing-agreement/, and (iv) in the event of a transfer any Personal Data from any EU member country to another country that has not been determined by the European Commission to ensure an adequate level of protection for personal data, Licensor and Licensee agree to comply with the Standard Contractual Clauses available at: https://datadobi.com/data-processing-agreement/   with respect to such transfer.

10   Limitations and exclusions of liability

10.1   Nothing in the Agreement will:
   (a)   limit or exclude the liability of a party for death or personal injury resulting from negligence; or
   (b)   limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party.

10.2   The limitations and exclusions of liability set out in this Section 10:
   (a)   are subject to Section 10.1; and
   (b)   govern all liabilities arising under the Agreement or in relation to the subject matter of the Agreement, including liabilities arising in contract, tort (including negligence) or otherwise.

10.3   Licensor will not be liable to Licensee for any losses arising out of a Force Majeure Event.

10.4   EXCEPT FOR LICENSOR'S LIABILITY TO LICENSEE ARISING UNDER SECTION 8, IN NO EVENT SHALL LICENSOR'S LIABILITY TO LICENSEE OR ANY THIRD PARTY, IN THE AGGREGATE, FOR DAMAGES ARISING OUT OF THE USE OR LICENSING OF THE LICENSED PRODUCT OR ARISING UNDER THIS AGREEMENT OR THE EXHIBITS HERETO, WHETHER IN TORT, CONTRACT OR OTHERWISE, EXCEED THE LICENSE FEES COLLECTED BY LICENSOR FROM LICENSEE FOR THE LICENSING OF THE LICENSED PROPERTY.

10.5 IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOOD WILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOSS OF WORK PRODUCT, DATA LOSS, DATA CORRUPTION OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, WHETHER DIRECTLY OR INDIRECTLY CAUSED, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.6 Licensee shall have one (1) year from the accrual of a cause of action to bring such action. If Licensee fails to bring such action within one (1) year of its accrual, then Licensee shall be deemed to have waived whatever rights Licensee may have had in relation to such cause of action including all legal and equitable remedies.

11 Termination

11.1 This Agreement will terminate immediately and automatically if:
   (a) Licensee breaches any of Sections 3.2, 9 or 13.3;
   (b) Licensee: (i) is dissolved; (ii) ceases to conduct its business in the ordinary course; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
   (c) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar person is appointed over any of the assets of Licensee; or
   (d) an order is made for the winding up of Licensee, or Licensee passes a resolution for its winding up.

11.2 A party may, in addition to other relief, terminate this Agreement and any license granted by this Agreement if the other party breaches any provision of this Agreement and fails, within thirty (30) days after receipt of notice of such breach, to: (i) correct the breach if the breach is capable of correction within such thirty (30) day time period; or (ii) commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion of such action if the breach cannot be remedied within such thirty (30) day time period.

12 Effects of expiration or termination

12.1 Upon expiration or termination of this Agreement, all licenses granted under this Agreement terminate, and Licensee must cease all further use of the Licensed Property and promptly destroy all copies thereof in its or its Customers' possession or control.

12.2 Sections 1, 3.2, 4, 7.5, 9, 10, 12 and 13 shall survive the expiration or termination of this Agreement for any reason in accordance with their respective terms.

12.3 Expiration or termination of this Agreement will not affect rights and liabilities accrued as of the date of termination.

13 General

13.1 The parties shall use reasonable efforts to resolve amicably any disputes that may relate to or arise under this Agreement. Any disputes that cannot be resolved in such manner shall be settled exclusively by arbitration conducted in Brussels, Belgium under the auspices of the International Chamber of Commerce in accordance with its then current rules; provided that either party may seek injunctive relief from any court of competent jurisdiction. The award rendered in such arbitration shall be final, non- appealable and bind the parties, and any court having jurisdiction with respect thereto can enter judgment upon the award. Without detracting from the generality of the foregoing, the following specific provisions shall also apply:

   (a) the proceedings shall be held before a panel of three arbitrators;
   (b) the arbitrators shall apply the law chosen in Section 13.2;
   (c) the prevailing party shall be entitled to recover, in addition to any other amounts awarded, an amount for legal and other related costs and expenses, including attorneys' fees, incurred thereby that is reasonable and equitable in relation to the award;
   (d) the costs of the arbitration (other than the parties' costs and expenses) will be allocated among the parties in the discretion of the arbitrators; and
   (e) the decision of the arbitrators shall be in a writing stating the facts and law upon which the decision rests and shall be given no later than ten (10) days following the conclusion of the necessary hearings.

13.2 This Agreement and its performance shall be governed and construed in accordance with the laws of the Kingdom of Belgium applicable to contracts entered into by residents of Belgium and fully performed in Belgium.

13.3 The transfer of technology across national boundaries is regulated by the United States Government. Licensee shall not acquire, ship, transport, export or re-export the Licensed Property, directly or indirectly, into any country in violation of any applicable law (including, but not limited to, the United States Export Administration Act and the regulations promulgated thereunder) nor will Licensee use the Licensed Property for any purpose prohibited by such laws.

13.4 No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.

13.5 If a Section of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Sections of this Agreement will continue in effect. If any unlawful and/or unenforceable Section would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Section will continue in

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effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Section will be deemed to be deleted).

13.6   Licensor may freely assign this Agreement without Licensee's consent. Licensee may not assign, transfer, charge, license or otherwise dispose of or deal in this Agreement and/or any its rights and/or obligations under this Agreement including in connection with a sale of Licensee's business, except with Licensor's prior written consent in its sole discretion. A permitted assignment by Licensee shall not be construed to allow the assignee to use the Licensed Property beyond any applicable Capacity Cap.

13.7   This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

13.8   This Agreement constitutes the entire agreement and understanding of the parties in relation to the subject matter of this Agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to the subject matter of this Agreement. For the avoidance of doubt, if after acquiring a license under this Agreement for StorageMAP, Licensee desires to invoke the replication or synchronization functions of the Licensed Software, (a) Licensee will be required to obtain the appropriate Action Pack for such functions and (b) if Licensee is required to install and use DobiReplicate to use such functions, this Agreement and not the clickthrough agreements provided with DobiReplicate shall govern the use of such Licensed Software.

13.9   This Agreement cannot be amended except in a writing assented to by the party (either in writing or electronically) against whom enforcement of the amendment is sought.

13.10 All notices and requests under this Agreement (each, a "**Notice**") shall be in writing and shall be sent by internationally-recognized overnight courier or by email (a) in the case of Licensee, to the address or facsimile number provided to Licensor at the time of licensee key issuance and (b) in the case of Licensor, to Datadobi BV, Kolonel Begaultlaan 1C, 3rd Floor 3012 Leuven, Belgium. A Notice shall be deemed to have been given and received: (a) in the case of internationally-recognized overnight courier, upon the earlier of actual receipt by the recipient or the first attempted delivery of the Notice; or (b) in the case of facsimile, upon the successful transmission of all pages of the Notice to the correct facsimile number, as shown by a report generated by the transmitting facsimile machine; provided that such Notice is also confirmed by sending a copy of the Notice and the facsimile report by internationally-recognized overnight courier to the address set forth after the signature lines of this Agreement for the intended recipient. A party may change its address and/or facsimile number for Notices by giving the other written notice as set forth in this Section 13.10.

13.11 The Licensed Software and any Documentation are commercial items, as that term is defined in 48 CFR 2.101, consisting of commercial computer software and commercial computer software documentation, as those terms are used in 48 CFR 12.212. If the Licensed Software or

any Documentation is acquired by or on behalf of the U.S. government or by a U.S. government contractor (including without limitation prime contractors and subcontractors at any tier), then in accordance with 48 CFR 227.7202-4 (for Department of Defense licenses only) and 48 CFR 12.212 (for licenses with all federal government agencies), the government's rights to the Licensed Software and such Documentation are limited to the commercial rights specifically granted in this Agreement, as restricted by this Agreement. The rights limited by the preceding sentence include, without limitation, any rights to reproduce, modify, perform, display, disclose, release, or otherwise use the Licensed Software or Documentation. This Section13.12 does not grant Licensee any rights not specifically set forth in this Agreement.

EXHIBIT A
SUPPORT AND MAINTENANCE EXHIBIT

1 PURPOSE

This Exhibit A describes the terms and conditions under which Licensor shall provide support and maintenance services in respect of the Licensed Software.

2 DEFINITIONS

"**Urgent**" means, in the case of a production environment, that the functionality of the Licensed Software is either completely unavailable or a recurring error issue renders the Licensed Software inoperable or the error causes data corruption in a way that it can't be recovered. The error in a production environment classified as Urgent has one or more of the following characteristics: Licensed Software hangs indefinitely or there is severe performance degradation, causing unreasonable wait times for resources or response times; Licensed Software crashes repeatedly - critical functionality is not available or the application cannot continue because a vital feature is not functioning; critical business data is lost in an unrecoverable manner. In the case of a non-production environment, an error classified as Urgent means that the issue causes a major fault in the application, a large piece of functionality in the Licensed Software is completely broken, there is No Workaround, and significant testing cannot continue.

"**High**" means, in the case of a production environment, that the functionality of the Licensed Software is limited resulting in major impacts upon critical business processes or there is a high potential for an error to cause data corruption. The error in a production environment classified as High has one or more of the following characteristics: a key process crashes, but processes successfully on restart; data cannot be edited or saved, but it doesn't prevent production of critical output; critical functionality is available but re-keying data or restarting the system is required. In the case of a non-production environment, an error classified as High means an issue where a large piece of functionality in the Licensed Software is not working properly. However, there is a workaround and significant testing can continue.

"**Medium**" means, in the case of a production environment, that the functionality of the Licensed Software is impaired, but key business processes are not interrupted. The error in a production environment classified as Medium has one or more of the following characteristics: the licensed software crashes infrequently, but critical functionality is still available; reporting or querying capability is impaired; non-critical process crashes infrequently; the performance of the Licensed Software is not as documented, however, the output is intact; a workaround exists; however there is operational or business impact. In the case of a non-production environment, an error classified as Medium means an issue that imposes some loss of functionality which is not in the main stream of functionality, but for which there is an acceptable and easily producible workaround. Testing can proceed without interruption.

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"**Low**" means, in the case of a production environment, that the functionality of the Licensed Software is impaired, but a workaround exists; there is little or no operational or business impact, or a minor issue with no discernible impact on Licensee's operations, routine administrative requests, or queries that do not require an immediate response. In the case of a non-production environment, an error classified as Low means a cosmetic defect such as a slight GUI mistake or appearance of fields in the screen are inconvenient.

"**Response Delay**" means the time measured between the logging of an incident by Licensee at Licensor and the time of the first reply by a competent engineer from Licensor to Licensee, which call shall be logged and documented by Licensor.

"**Workaround Delay**" means the time measured between the logging of an incident by Licensee at Licensor and the time Licensor has provided a workaround for the incident.

3 SUPPORT AND MAINTENANCE

3.1   The services under this Support and Maintenance Exhibit (the "Services") will be provided for the Term.

3.2   The provision of the Services shall wherever possible be aligned with Licensee's processes, procedures and protocols.

3.3   Licensee shall and using reasonable business judgment, categorize incidents into severity level categories Urgent thru Low.

3.4   Licensee shall submit an incident as soon as it becomes aware of the occurrence of an error or other issue with the Licensed Software.

3.5   Licensor has the obligation to handle every submitted incident according to the SLA's as set forth in this Exhibit A. Licensor shall notify Licensee immediately if it becomes aware of circumstances which may prevent achieving an applicable SLA.

3.6   Both parties shall designate members of its personnel to be contacted by the other party during the provision of the Services.

3.7   Licensor shall provide access to its electronic support services, such as its web-based technical library and knowledge base, customer forums and feedback opportunities, and access to technical support via phone and e-mail during Support Hours (as defined below).

3.8   Licensor shall be entitled, upon Licensee's prior authorization, to access the Licensed Software directly via a remote telecommunications link, in order to isolate errors in the Licensed Software and to provide fixes and workarounds for such errors.

3.9   Upon Licensee's prior written consent, Licensor shall deploy on-site support services at Licensor's then-current time and materials rates to resolve errors in the Licensed Software that cannot be resolved through a remote telecommunications link.

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3.10   Licensor shall provide, when generally available in accordance with policy, Updates at no additional charge. Licensee must promptly apply to the Licensed Software each Update made available by Licensor to Licensee from time to time.

3.11   Licensor will have no obligation to provide support for the Licensed Software in relation to any version of the Licensed Software that does not incorporate the most recent Update to the Licensed Software.

4 INCIDENT LOGGING, RESOLUTION AND CLOSURE PROCEDURE

4.1   If and when an incident occurs:

(a)   Licensee shall log the incident at Licensor's Support Department, detailing as much as reasonably possible the nature of the incident (e.g. reproduction scenario, logs, screen shots, error messages, etc.). Licensee must have the Instance IDs or Sales IDs about which Licensee is contacting Licensor ready. The Instance ID and/or Sales ID is available in the "About" box of the Licensed Software. Licensee may contact Licensor's Support Department to log the incident through the following:

Communication Channel	Contact Details
Support Portal	support.datadobi.com
Email	support@datadobi.com
Telephone	Numbers in reach region

(b)   Licensor shall assign a unique tracking number to the incident for proper follow-up; and shall appoint a Support Account Manager for Licensee who will act as a full customer advocate within Licensor's Organization.

(c)   Licensor's Support Department's normal operating hours are between 9am and 10pm (09:00 and 22:00) Central European Time ("Support Hours"). Although there is always a support person on call, please limit calls to the normal operating hours (or send an email to support@datadobi.com) unless it is extremely urgent.

4.2   An incident shall be closed only upon Licensee's formal acceptance of its resolution or after such period of time as shall be agreed by the parties, should there be no acceptance.

5 SLA

Severity	Maximum Response Delay	Workaround Delay	Delivery vehicle
Urgent	12 hours (elapsed)	72 hours (elapsed)	Procedure, patch

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High	48 hours (elapsed)	14 days (elapsed)	Procedure, patch
Medium	5 days (elapsed)	3 months (elapsed)	Service pack

The SLA commitment is for incidents in the production and non-production environments, reproduced and demonstrated to be errors in the Licensed Software.

5.1 Cases of the following type will be handled as quickly as possible or according to Datadobi standard release cycles and not measured against the SLA:

(a) service requests, enhancements, administration; and

(b) questions (i.e., answer-only incidents).

6 LIMITATIONS ON MAINTENANCE

6.1 Maintenance shall not apply in the event (i) the License Software or any part thereof is modified or adjusted in any manner by any party other than Licensor; (ii) the Licensed Software is used in conjunction with another vendor's products resulting in the defect or non-conformance; (iii) Licensee fails to follow the applicable operation, maintenance or platform requirements as instructed by Licensor; or (iv) the Licensed Software is abused, mishandled, misused or damaged. All corrections to the Licensed Software will be performed only by Licensor or its authorized subcontractors. Licensor shall not be responsible in the event any party other than Licensor corrects the Licensed Software in any manner. Additionally, maintenance does not encompass the remediation of problems or bugs determined by Licensor to have been caused by the failure or malfunction of any software, tools, equipment, or facilities not provided by Licensor. In the event a problem has been reported to Licensor and it is found that the problem is not an error in the Licensed Software or that one of the exclusions set forth above applies, then Licensor shall have the right to charge Licensee for any work performed by Licensor in respect therewith, at its then-current time and materials rates and Licensee shall pay Licensor's invoice therefor within thirty (30) after the date of invoice.