End User License Agreement (EULA)

Available online at https://www.striim.com/eula/

Last Updated: April 22, 2022

This Agreement covers Striim's Software (as defined below) and any services that Striim provides to Customer. The Agreement includes the documents listed above and states the entire agreement between the parties regarding its subject matter and supersedes all prior and contemporaneous agreements, terms sheets, letters of intent, understandings, and communications, whether written or oral. All amounts paid by Customer under this Agreement shall be non-refundable and non-recoupable, unless otherwise provided herein. Any terms in any purchase order or written purchase authorization that add to, or conflict with or contradict, any provisions in the Agreement will have no legal effect. The provisions of this Agreement may be amended or waived only by a written document signed by both parties. This Agreement, including any Order Forms, may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.

STANDARD TERMS AND CONDITIONS

1. Definitions

1.1 *"CPU"* means a single central processing unit of a Customer System, with one or more Cores.

1.2 *"Core"* means each of the independent processor components within a single CPU.

1.3 *"Customer"* means that person or entity listed on the Order Form.

1.4 *"Customer System*" means one or more computer system(s) that is: (a) owned or leased by Customer or its Subsidiary; and (b) within the possession and control of Customer or its Subsidiary.

1.5 *"Documentation*" means the standard end-user technical documentation, specifications, materials and other information Striim supplies in electronic format with the Software or makes available electronically. Advertising and marketing materials are not Documentation.

1.6 *"Effective Date"* has the same meaning as used in the Order Form.

1.7 *"Error"* means a reproducible failure of the Software to perform in substantial conformity with its Documentation.

1.8 *"Intellectual Property Rights*" means copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contractual rights of non-disclosure or any other intellectual property or proprietary rights, however arising, throughout the world.

1.9 "*Order Form*" means the purchase order between Striim and Customer.

1.10 *"Product Use Environment"* means the environment, including without limitation the number of Cores or Sources and Targets identified in an Order Form.

1.11 *"Product Use Environment Upgrade"* means the addition of any additional Cores or Sources and Targets.

1.12 *"Release"* means any Update or Upgrade if and when such Update or Upgrade is made available to Customer by Striim pursuant to **Exhibit A**. In the event of a dispute as to whether a particular Release is an Upgrade or an Update, Striim's published designation will be dispositive.

1.13 "*Software*" means the software that Striim provides to Customer or its Subsidiary (in object code format only) as identified on the Order Form, and any Releases thereto if and when such Releases are made available by Striim.

1.14 *"Sources and Targets"* means the source and target systems of the data being analyzed.

1.15 *"Subsidiary"* means with respect to Customer, any person or entity that is controlled by Customer, where "control" means ownership of fifty percent (50%) or more of the outstanding voting securities (but only as long as such person or entity meets these requirements).

1.16 *"Update"* means, if and when available, any Error corrections, fixes, workarounds or other maintenance releases to the Software provided by Striim to Customer.

1.17 *"Upgrade"* means, if and when available, new releases or versions of the Software, that materially improve the functionality of, or add material functional capabilities to the Software. "Upgrade" does not include the release of a new product for which there is a separate charge. If a question arises as to whether a release is an Upgrade or a new product, Striim's determination will prevail.

1.18 *"Use*" means to cause a Customer System to execute any machine-executable portion of the Software in accordance with the Documentation or to make use of any Documentation, Releases, or related materials in connection with the execution of any machine-executable portion of the Software.

1.19 *"User"* means an employee of Customer or its Subsidiary or independent contractor to Customer or its Subsidiary that is working for Customer or its Subsidiary and has been authorized by Customer or its Subsidiary to Use the Software.

2. Grant And Scope Of License

2.1 Software License. Subject to the terms and conditions of this Agreement, during the term specified on the Order Form, Striim hereby grants Customer and its Subsidiaries a non-exclusive, non-transferable (except as provided under Section 12.6), non-sublicensable license for Users to install (if Customer elects to self-install the Software), execute and Use the Software supplied to Customer hereunder, solely within the Product Use Environment on a Customer System and use the Documentation, solely for Customer's or its Subsidiaries' own internal business purposes. Customer shall be solely responsible for all acts or omissions of its Subsidiaries and any breach of this Agreement by a Subsidiary of Customer shall be deemed a breach by Customer.

2.2 License Restrictions. Customer shall not: (a) Use the Software except as expressly permitted under Section 2.1; (b) separate the component programs of the Software for use on different computers; (c) adapt, alter, publicly display, publicly perform, translate, create derivative works of, or otherwise modify the Software; (d) sublicense, lease, rent, loan, or distribute the Software to any third party; (e) transfer the Software to any third party (except as provided under Section 12.6); (f) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software, except as permitted by applicable law; (g) remove, alter or obscure any proprietary notices on the Software or Documentation; (h) allow third parties to access or use the Software, including any use in any application service provider environment, service bureau, or time-sharing arrangements; or (i) publish or disclose to any third party any performance or benchmark tests relating to the Software or its use. No portion of the Software may be duplicated by Customer, except as otherwise expressly authorized in writing by Striim. Customer may, however, make a reasonable number of copies of the machine-readable portion of the Software solely for back-up purposes, provided that such back-up copy is used only to restore the Software on a Customer System, and not for any other use or purpose. Customer will reproduce on each such copy all notice of patent, copyright, trademark or trade secret, or other notices placed on such Software by Striim or its suppliers.

2.3 License Keys. Customer acknowledges that the Software may require license keys or other codes ("*Keys*") in order for Customer to install and/or Use the Software. Such Keys may also control continued access to, and Use of, the Software, and may prevent the Use of the Software on any systems except a Customer System. Customer will

not disclose the Keys or information about the Keys to any third party. Customer shall not Use any Software except pursuant to specific Keys issued by Striim that authorizes such Use.

2.4 Free Trial. If Customer either registers on Striim's website or otherwise orders a free trial version, Striim will make certain Software available to Customer on a trial basis (the "Trial Version") until the earlier of: (a) the end of the free trial period for which Customer registered or ordered the applicable Software (b) the Effective Date of any purchased Software licenses ordered by Customer; or (c) termination by Striim in its sole discretion . The Trial Version may be Used only to review and evaluate the Software. The Trial Version may cease operating after the applicable time period or number of uses based on an internal metering mechanism within the Trial Version itself. Regardless of any such metering, Customer must stop using the Software at the end of such period or number of uses. Additional trial terms and conditions may appear on Striim's website or Order Form. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

Customer shall not (i) download the Trial Version of the Software under more than one username for the purpose of using the Trial Version for an aggregate period in excess of the trial period, (ii) alter the contents of a hard drive or computer system to enable the use of the Trial Version of the Software for an aggregate period in excess of the trial period (iii) use the Trial Version of the Software to update Software that is no longer eligible for Support Services or (iv) use the Trial Version of the Software for a purpose other than the sole purpose of determining whether to purchase a license to the Software.

3. Proprietary Rights.

Customer acknowledges and agrees that the Software, including its sequence, structure, organization, source code and Documentation contains valuable Intellectual Property Rights of Striim and its suppliers. The Software and Documentation are licensed and not sold to Customer, and no title or ownership to such Software, Documentation, or the Intellectual Property Rights embodied therein passes as a result of this Agreement or any act pursuant to this Agreement. The Software, Documentation, and all Intellectual Property Rights therein are the exclusive property of Striim and its suppliers, and all rights in and to the Software and Documentation not expressly granted to Customer in this Agreement are reserved. Striim owns all rights, title, and interest to the Software and Documentation. Nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license under any existing or future patents of Striim, except to the extent necessary for Customer to Use the Software and Documentation as expressly permitted under this Agreement.

4. Confidentiality

4.1 Confidential Information. Each party (the "***Disclosing Party***") may during the term of this Agreement disclose to the other party (the "***Receiving Party***") non-public information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information, that (1) if in tangible form, is clearly marked at the time of disclosure as being confidential, or (2) if disclosed orally or visually, is designated at the time of disclosure as confidential, or (3) is reasonably understood to be confidential or proprietary information, whether or not marked. ("***Confidential Information***"). Without limiting the generality of the foregoing, the Software and the Documentation constitute Striim's Confidential Information and Customer Data constitutes Customer's Confidential Information.

4.2 Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

4.3 Exceptions. The Receiving Party's obligations under Section 4.2 with respect to Confidential Information of the Disclosing Party will terminate to the extent such information: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has

become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order or a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

4.4 Return of Confidential Information. The Receiving Party will either return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. Upon request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section 4.4.

4.5 Confidentiality of Agreement. Neither party will disclose the terms of this Agreement to anyone other than its attorneys, accountants, and other professional advisors under a duty of confidentiality except (a) as required by law, or (b) pursuant to a mutually agreeable press release, or (c) in connection with a proposed merger, financing, or sale of such party's business.

5. Additional Orders; Delivery; Installation

5.1 Additional Orders. Subject to the terms and conditions of this Agreement, Customer or a Subsidiary of Customer may place orders with Striim for additional licenses to the Software and/or support and maintenance or training services, including but not limited to Product Use Environment Upgrades (collectively "**Additional Products and Services**") by contacting Striim and executing another Order Form with Striim for the Additional Products and Services.

5.2 Delivery and Installation. Striim will install the Software on a Customer System unless Customer elects to self-install, in which case Striim will deliver the Software and its related Documentation electronically to Customer and Customer will be solely responsible for installing the Software on its Customer System (*"Delivery"*). Customer will receive all Updates and Upgrades from Striim under this Agreement by electronic delivery. Customer shall promptly provide to Striim all information that is necessary to enable Striim to transmit electronically all such items to Customer. Customer acknowledges that certain internet connections and hardware capabilities are necessary to complete electronic deliveries, and agrees that Customer personnel will receive electronic deliveries by retrieving the Software placed by Striim on a specific Striim controlled server. Customer acknowledges that the electronic deliveries may be slow and time-consuming depending upon network traffic and reliability. In furtherance of the purpose of the electronic deliveries, Striim will not deliver to Customer, and Customer will not accept from Striim, any Software or Documentation deliverable under this Agreement in any tangible medium including, but not limited to, CD-ROM, tape or paper. Customer will be deemed to have unconditionally and irrevocably accepted the Software and related Documentation upon Delivery.

6. Support; Training Services.

6.1 Support and Maintenance. Support and maintenance services provided by Striim (if any) for the Software will be subject to the timely and full payment of all support fees as set forth in an Order Form and will be subject to the terms and conditions of **Exhibit A** (Support and Maintenance Addendum) to this Agreement. Other than as expressly provided in **Exhibit A**, this Agreement does not obligate Striim to provide any support or maintenance services. For the avoidance of doubt, Striim has the right to suspend any and all support and maintenance services if Customer has not made timely and full payment of all support and maintenance fees as set forth in an Order Form.

6.2 Training Services. Striim shall have no obligation to provide training of Customer personnel regarding Use of the Software unless Customer purchases training services from Striim, as specified in the relevant Order Form, which training services will be provided, based on Striim's then-current training services policy and the terms of this Agreement. Customer must purchase training services from Striim if Customer elects to self-install the Software.

7. Term And Termination

7.1 Term. The term of this Agreement will begin on the Effective Date and continue in force until this Agreement is terminated in accordance with Section 7.2. The term of each license shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, licenses will automatically renew for additional periods equal to the expiring license term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant license term.

7.2 Termination of Agreement. Each party may terminate this Agreement for material breach by the other party which remains uncured thirty (30) days after delivery of written notice of such breach to the breaching party. Notwithstanding the foregoing, Striim may immediately terminate this Agreement and all licenses granted hereunder if Customer breaches Section 2 hereof. The foregoing rights of termination are in addition to any other rights and remedies provided in this Agreement or by law.

7.3 Effect of Termination. Upon termination of this Agreement (or termination of any license granted hereunder), all rights of Customer to Use the Software (or under the relevant license) will cease and: (a) all license rights granted under this Agreement will immediately terminate and Customer shall promptly stop all Use of the Software; (b) Striim's obligation to provide support for the Software will terminate; (c) Customer shall erase all copies of the Software from Customer's computers, and destroy all copies of the Software and Documentation on tangible media in Customer's possession or control or return such copies to Striim; and (d) upon request by Striim, Customer shall certify in writing to Striim that that it has returned or destroyed such Software and Documentation.

7.4 Survival. Sections 1, 3, 4, 7.3, 7.4, 8, 9, 10 (only for claims arising based on Use of the Software prior to termination of the applicable license), 11, and 12 will survive the termination of this Agreement.

8. Fees.

Customer shall pay Striim the fees as set forth on the applicable Order Form. Striim shall send invoices to Customer based on the invoice schedules set forth on the applicable Order Form. All payments shall be made in U.S. dollars. Unless otherwise specified in the applicable Order Form, Customer will pay all fees payable to Striim within thirty (30) days following the receipt by Customer of an invoice from Striim. Late payments will accrue interest at the rate of one and one-half percent (1.5%) per month, or if lower, the maximum rate permitted under applicable law. Striim reserves the right to increase fees each calendar year with thirty (30) days prior written notice to Customer. Additional payment terms may be set forth in the applicable Order Form. All fees are exclusive of any sales, use, excise, import, export or value-added tax, levy, duty or similar governmental charge which may be assessed based on any payment due hereunder, including any related penalties and interest ("Taxes"). Customer is solely responsible for all Taxes resulting from transactions under this Agreement, except Taxes based on Striim's net income. Customer will indemnify and hold Striim harmless from (a) the Customer's failure to pay (or reimburse Striim for the payment of) all such Taxes; and (b) the imposition of and failure to pay (or reimburse Striim for the payment of) all governmental permit fees, license fees, customs fees and similar fees levied upon delivery of the Software or Documentation which Striim may incur in respect of this Agreement or any other fees required to be made by Customer under this Agreement, together with any penalties, interest, and collection or withholding costs associated therewith.

9. Limited Warranty

9.1 Software Warranty. Striim warrants to, and for the sole benefit of, Customer that, subject to Section 9.2, any Software, as delivered by Striim and properly installed and operated within the Product Use Environment and used as permitted under this Agreement and in accordance with the Documentation, will perform substantially in accordance with the Documentation for ninety (90) days from the date of Delivery. Customer's exclusive remedy and Striim's sole liability for breach of this warranty is for Striim, at its own expense, to replace the Software with a version of the Software that corrects those Errors that Customer reports to Striim during such warranty period. Any Error correction provided will not extend the original warranty period.

9.2 Exclusions. Striim will have no obligation under this Agreement to correct, and Striim makes no warranty with respect to, Errors related to: (a) improper installation of the applicable Software; (b) changes that Customer has made to the applicable Software; (c) Use of the applicable Software in a manner inconsistent with the

Documentation and this Agreement; (d) combination of the applicable Software with third party hardware or software not conforming to the operating environment specified in the Documentation; or (e) malfunction, modification, or relocation of Customer's servers.

9.3 DISCLAIMER. EXCEPT AS PROVIDED IN SECTION 9.1, STRIIM HEREBY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, INSTALLATION SERVICES, SUPPORT SERVICES, TRAINING SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF THE SOFTWARE, DOCUMENTATION, INSTALLATION SERVICES, SUPPORT SERVICES, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER UNDER THIS AGREEMENT.

10. Proprietary Rights Indemnity

10.1 Striim's Obligation. Subject to the terms and conditions of Section 10, Striim will defend at its own expense any suit or action brought against Customer by a third party to the extent that the suit or action is based upon a claim that the Software infringes such third party's United States copyrights or misappropriates such third party's trade secrets recognized as such under the Uniform Trade Secrets Act or such other similar laws, and Striim will pay those costs and damages finally awarded against Customer in any such action or those costs and damages agreed to in a monetary settlement of such claim, in each case that are specifically attributable to such claim. However, such defense and payments are subject to the conditions that: (a) Striim will be notified promptly in writing by Customer of any such claim; (b) Striim will have sole control of the defense and all negotiations for any settlement or compromise of such claim; and (c) Customer will cooperate and, at Striim's request and expense, assist in such defense. This Section 10.1 states Striim's entire liability and Customer's sole and exclusive remedy for any Intellectual Property Right infringement and/or misappropriation.

10.2 Alternative. If Customer's or its Subsidiaries' Use of Software is prevented by injunction or court order because of infringement, or should any Software be likely to become the subject of any claim in Striim's opinion, Customer will permit Striim, at the sole discretion of Striim and no expense to Customer, to: (i) procure for Customer and its Subsidiaries the right to continue using such Software in accordance with this Agreement; or (ii) replace or modify such Software so that it becomes non-infringing while providing substantially similar features. Where (i) and (ii) above are not commercially feasible for Striim, the applicable licenses will immediately terminate and Striim will refund pro rated fees for the remainder of the term to Customer.

10.3 Exclusions. Striim will have no liability to Customer or any of its Subsidiaries for any claim of infringement or misappropriation to the extent based upon: (a) Use of the Software not in accordance with this Agreement or the Documentation; (b) the combination of the applicable Software with third party hardware or software not conforming to the operating environment specified in Documentation; (c) Use of any Release of the Software other than the most current Release made available to Customer; or (d) any modification of the Software by any person other than Striim. Customer will indemnify Striim against all liability, damages and costs (including reasonable attorneys' fees) resulting from any such claims.

10.4 Required Updates. In the event the Software become subject to a claim or in Striim's opinion is likely to be subject to a claim, upon notice from Striim to Customer that required updates are available, Customer agrees to download and install such updates to the Software onto Customer Systems within five (5) business days (the "**Required Update Period**"). At the end of any Required Update Period, Customer's and its Subsidiaries' right and license to Use all prior versions of the Software shall automatically terminate and Striim shall have no liability for any Use of the prior versions of the Software occurring after the Required Update Period.

11. Limitation Of Liability.

IN NO EVENT WILL STRIIM BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF THE USE OR PERFORMANCE OF ANY PRODUCTS, LOSS OF REVENUES, LOSS OF PROFITS, OR BUSINESS INTERRUPTION,

EVEN IF STRIIM KNOWS OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL STRIIM'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY STRIIM FROM CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING SUCH CLAIM. THIS SECTION 11 WILL APPLY EVEN IF AN EXCLUSIVE REMEDY OF CUSTOMER UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE.

12. General

12.1 Audit Rights. During the term of this Agreement and for two (2) years thereafter, Striim or its representatives, may upon at least ten (10) days' written notice, inspect and audit records, Customer Systems, and premises of Customer during normal business hours to verify Customer's compliance with this Agreement.

12.2 Notices. All notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth above, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

12.3 Relationship of Parties. The parties hereto are independent contractors. Nothing in this Agreement will be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the parties.

12.4 Publicity. Striim may use Customer's name and a description of Customer's Use of the Software for investor relations and marketing purposes.

12.5 Compliance with Export Control and Anti-Corruption Laws.

(a) Export Control. Customer acknowledges that the Software is subject to export control and sanctions laws, including without limitation the U.S. Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and economic sanctions administered by the U.S Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and other similar national or international laws and regulations (collectively, "Export Laws"). Customer agrees to comply with all Export Laws related to Customer's use of the Software. Customer represents and warrants that it is not, and it is not owned or controlled by any party that is, (i) located, organized, or resident in a country or region that is subject to comprehensive U.S. trade sanctions (currently, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine); or (ii) identified on any applicable sanctions or restricted party list, including the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Entity List, Denied Persons List, or Unverified List, administered by BIS. Customer agrees that it will not export, re-export or otherwise transfer the Software, or use the Software to disclose, transfer, download, export or re-export, directly or indirectly, any Customer Data, to any country, region, entity or other party that is ineligible to receive such items under the Export Laws. Customer will defend, indemnify, and hold harmless Striim from and against all fines, penalties, liabilities, damages, costs and expenses (including reasonable attorneys' fees) incurred by Striim as a result of Customer's breach of this Section 12.5(a).

(b) Anti-Corruption Compliance. Customer warrants that neither Customer, nor any of Customer's respective officers, employees, agents, representatives, contractors, intermediaries or any other person or entity acting on Customer's behalf, in connection with this Agreement, has taken or will take any action, directly or indirectly, in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption or anti-bribery laws.

12.6 Assignment. Customer may not assign or transfer, by operation of law, merger or otherwise, any of its rights or delegate any of its duties under this Agreement (including, without limitation, its licenses for the Software) to any third party without Striim's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. Striim may assign its rights or delegate its obligations under this Agreement.

12.7 Governing Law and Venue. This Agreement will be governed by the laws of the State of California, excluding any conflict of law provisions that would require the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in a federal or state court located in Santa Clara, California. Each party irrevocably consents to the personal jurisdiction and venue in, and agrees to service of process issued by, any such court. Notwithstanding the foregoing, either party may bring an action or suit seeking injunctive relief to protect its Intellectual Property Rights or Confidential Information in any court having jurisdiction.

12.8 Force Majeure. Any delay in or failure of performance by either party under this Agreement, other than a failure to pay amounts when due, will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party.

12.9 Remedies. Except as provided in Sections 9 and 10 of this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software contains valuable trade secrets and proprietary information of Striim, that any actual or threatened breach of Section 2 (Grant and Scope of License) or Section 4 (Confidentiality) will constitute immediate, irreparable harm to Striim for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

12.10 Waiver; Severability. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is adjudicated to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

12.11 Order of Precedence; Construction. The provisions of the standard terms and conditions will prevail regardless of any inconsistent or conflicting provisions on any Order Forms. The Section headings of this Agreement are for convenience and will not be used to interpret this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

12.12 Cloud Marketplace.

(a) Applicability. This section 12.12 is only applicable if Customer obtains the Software from a third party authorized by Striim to offer the Software as part of such third party's cloud marketplace or as part of a database migration program ("Cloud Partner" and "Cloud Marketplace", respectively).

(b) Cloud Partner. Customer agrees that Customer will not make a claim against the Cloud Partner for any causes of action, damages, or losses that Customer may incur in connection with Customer's use of the Software, Documentation or any services provided under this Agreement.

12.13 Provisions for Cloud Marketplace Resellers. This section 12.13 will apply if Customer is authorized by Striim or the applicable Cloud Partner to purchase the Software license through the applicable Cloud Marketplace for the purpose of reselling the Software license to end users ("End User(s)"), and, as such, is an authorized Cloud Marketplace reseller ("Authorized Cloud Marketplace Reseller"). Customer, acting as Authorized Cloud Marketplace Reseller, warrants and represents to Striim that: (a) it has entered into a contract with the End User that binds the End User to the terms and Conditions of this Agreement (the "End User Contract"), (b) it has informed the End User that this Agreement governs the End User's use of the Software , (c) it has provided the End User with access to all the terms and conditions of this Agreement, (d) it shall not make or pass on to the End User any warranty, condition or representation on behalf of Striim inconsistent with the terms and conditions of this Agreement, and (e) it shall expressly name Striim as an intended third party beneficiary of the End User Contract, with the right to enforce its terms directly against the End User.

Exhibit A

SUPPORT AND MAINTENANCE ADDENDUM

THE TERMS AND CONDITIONS IN THIS ADDENDUM APPLY TO THE SUPPORT AND MAINTENANCE SERVICES PROVIDED BY STRIIM TO CUSTOMER (IF ANY). SUBJECT TO CUSTOMER'S PAYMENT OF THE APPLICABLE SUPPORT AND MAINTENANCE FEES, STRIIM WILL PROVIDE THE SUPPORT AND MAINTENANCE SERVICES DESCRIBED IN THIS ADDENDUM.

1. Definitions.

For purposes of this Addendum, the following terms have the following meanings. Capitalized terms not defined in this Addendum have the meanings described in the Agreement.

1.1 **"Response Time"** means the period of time between (a) Customer's registration of an Error pursuant via Striim's online ticketing system in accordance with Section 2.3 (Error Correction); and (b) the commencement of steps to address the Error in accordance with this Addendum by Striim.

1.2 **"Support Services"** means the support and maintenance services described in Section 2 (Support Services) to be performed by Striim pursuant to this Addendum.

2. Support Services

2.1 **Form of Support.** Striim will provide Support Services by means set forth in the following table, subject to the conditions regarding availability or response times with respect to each such form of access as set forth in the table. Support Services will consist of answering questions regarding the proper Use of, and providing troubleshooting assistance for, the Software.

Form of Support	Availability
Telephonic support +1 (650) 241-0680 or such other phone number as Striim may provide from time to time)	8 am to 7 pm Pacific Time, Mon. – Fri. (excluding Striim Holidays)
Email Support (support@Striim.com or such other email address as Striim may provide from time to time)	24 × 7 × 365
Web-based Support (https://www.striim.com/ or such other URL as Striim may provide from time to time)	24 × 7 × 365

2.2 **Severity Levels.** If Customer identifies an Error and would like such Error corrected, Customer will promptly report such Error in writing to Striim, specifying (a) the nature of the Error; (b) the circumstances under which the Error was encountered, including the processes that were running at the time that the Error occurred; (c) technical information for the equipment upon which the Software was running at the time of the Error; (d) the steps, if any, that Customer took immediately following the Error; and (e) the immediate impact of the Error upon Customer's ability to operate the Software. Upon receipt of any such Error report, Striim will evaluate the Error and classify it into one of the following Severity Levels based upon the following severity classification criteria:

Severity Level	Severity Classification Criteria
Severity 1	Error renders continued Use of the Software commercially infeasible
Severity 2	Error prevents a critical function of the Software from operating in substantial accordance with the Documentation.
Severity 3	Error prevents a major non-critical function of the Software from operating in substantial accordance with the Documentation.
Severity 4	Error adversely affects a minor function of the Software or consists of a cosmetic nonconformity, error in Documentation, or other problem of similar magnitude.

2.3 **Error Correction.** Striim will use commercially reasonable efforts to provide a correction or workaround to all reproducible Errors that are reported in accordance with Section 2.2 (Severity Levels) above. Such corrections or workarounds may take the form of Updates, procedural solutions, correction of Documentation errors, or other such remedial measures as Striim may determine to be appropriate. Striim will also endeavor to affect the following Response Times for each of the following categories of Errors.

Severity Level	Response Time
Severity 1	One (1) Hour during M-F; two (2) hours on weekends
Severity 2	Two (2) Hours M-F; four (4) hours on weekends
Severity 3	Four (4) business days
Severity 4	Seven (7) business days

3. Maintenance

3.1 Updates. Customer will be entitled to obtain and Use all Updates and Upgrades that are generally released during the term of this Addendum provided that Customer has paid the applicable support and maintenance fees. Striim may make such Updates and Upgrades available to Customer through electronic download. The provision of any Update or Upgrade to Customer will not operate to extend the original warranty period on the Software.

3.2 Intellectual Property. Upon release of an Update or Upgrade to Customer, such Update or Upgrade will be deemed to be "Software" within the meaning of the Agreement, and subject to payment by Customer of the applicable support and maintenance fees, Customer will acquire license rights to Use such Update or Upgrade in accordance with the terms and conditions of the Agreement. There are no express or implied licenses in this Addendum, and all rights are reserved to Striim.

4. Customer Responsibilities And Exclusions

4.1 Customer Responsibilities. As a condition to Striim's obligations under this Addendum, Customer will provide the following:

(a) General Cooperation. Customer will cooperate with Striim to the extent that such cooperation would facilitate Striim's provision of Support Services hereunder. Without limiting the foregoing, at Striim's request, Customer will (i) provide Striim with reasonable access to appropriate personnel, records, network resources, maintenance logs, physical facilities, and equipment; (ii) refrain from undertaking any operation that would directly or indirectly block or slow down any maintenance service operation; and (iii) comply with Striim's instructions regarding the Use and operation of the Software.

(b) Data Backup. Customer agrees and acknowledges that Striim's obligations under this Addendum are limited to the Software, and that Striim is not responsible for the operation and general maintenance of Customer's computing environment. Striim will not be responsible for any losses or liabilities arising in connection with any failure of data backup processes.

(c) Specific Customer Assistance Requests. Customer may request that, in providing support services hereunder, Striim directly access Customer's production systems, either by logging in using Customer's access credentials and/or through a remote (e.g., WebEx) session initiated by Customer. Striim is not responsible for any effect on, loss of, or damage to, Customer's technology systems or data from Striim's attempt to address trouble tickets from within Customer's production environment, nor is Striim agreeing to any Customer-prescribed security requirements as a condition of such access. Customer also may request that, in providing support services hereunder, Striim receive Customer data from one or more specific transactions for the purpose of attempting to re-create errors. Customer will provide only such data that Customer may legally provide to Striim, in compliance with Customer's contractual obligations to third parties. Striim does not promise any level of protection with respect to such data other than as required under the applicable confidentiality provisions in effect between Striim and Customer, even if such data in Customer's possession is subject to additional legal requirements, and does not warrant that such data will not be lost or compromised. With respect to either of the foregoing scenarios, Striim will require that such request be documented in the support ticketing system and confirmed by Customer in writing, and at its discretion may decline to (as the case may be) access the production system or receive Customer's transaction data. The provisions of this paragraph supersede any conflicting provision in this Addendum or in the underlying agreement between the parties.

4.2 Exclusions. Notwithstanding anything to the contrary in this Addendum, Striim will have no obligation to provide any Support Services to Customer to the extent that such Support Services arise from or relate to any of the following: (a) any modifications or alterations of the Software by any party other than Striim or Striim's subcontractors; (b) any Use of the Software in a computing environment not meeting the system requirements set forth in the Documentation, including hardware and operating system requirements; (c) any issues arising from the failure of the Software to interoperate with any other software or systems, except to the extent that such interoperability is expressly mandated in the applicable Documentation; (d) any breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; (e) any Error that is not reproducible by Striim; or (f) any violation of the terms and conditions of this Agreement, including any breach of the scope of a license grant. In addition, Customer agrees and acknowledges that any information relating to malfunctions, bugs, errors, or vulnerabilities in the Support Services constitutes Confidential Information of Striim, and Customer will refrain from using such information for any purpose other than obtaining Support Services from Striim, and will not disclose such information to any third party.

5. Term And Termination

5.1 Term. As long as Customer timely pays, as applicable, the annual fees for a term license or the support and maintenance fees applicable for a perpetual license as set forth on the applicable Order Form, the term of this Addendum will commence upon the original date of Delivery of the applicable Software and continue during the term of the Agreement, unless earlier terminated in accordance with this section.

5.2 Termination. This Addendum will automatically terminate upon the termination of Customer's license to the Software set forth in the Agreement. In addition, each party will have the right to terminate this Addendum immediately upon written notice if the other party materially breaches this Addendum and fails to cure such breach within thirty (30) days after written notice of breach by the non-breaching party. Sections 1 (Definitions), 5.2 (Termination), 5.3 (Lapsed Support), 6 (Warranty), and any payment obligations accrued by Customer prior to termination or expiration of this Addendum will survive such termination or expiration.

5.3 Lapsed Support. For a period of twelve (12) months after any lapse of Support Services through the termination or expiration of this Addendum (other than Striim's termination for Customer's breach), Customer subsequently may elect to reinstate such Support Services for such Software upon the terms and conditions set forth in this Agreement; *provided, however*, that (a) such Support Services have not been discontinued by Striim; (b) the Agreement continues to be in effect; and (c) Customer pays to Striim an amount equal to all of the fees that would have been due to Striim had the Support Services been provided under this Agreement during the entire period of such lapse.

6. Warranty.

Striim warrants that the Support Services will be performed with at least the same degree of skill and competence normally practiced by consultants performing the same or similar services. Customer's sole and exclusive remedy, and Striim's entire liability, for any breach of the foregoing warranty shall be for Striim to reperform, in a conforming manner, any nonconforming Support Services that are reported to Striim by Customer in writing within thirty (30) days after the date of completion of such Services.

EXCEPT AS EXPRESSLY SET FORTH IN THE PRECEDING PARAGRAPH, THE SUPPORT SERVICES AND ALL MATERIALS FURNISHED TO CUSTOMER UNDER THIS ADDENDUM ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SET FORTH IN THIS SECTION, STRIIM DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, GUARANTEES, AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SUPPORT SERVICES AND ANY MATERIALS FURNISHED HEREUNDER, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY, AND QUIET ENJOYMENT.