CloudBees Subscription and Services Agreement_____& CloudBees, Inc.

This Subscription and Services Agreement ("Agreement") shall govern Customer's initial purchase on the Effective Date (set forth on Customer's initial Order Form) as well as any future purchases made by Customer which reference this Agreement. If Customer is located in North America, Central America, or South America, the contracting entity "CloudBees" herein refers to CloudBees, Inc., a Delaware corporation located at 16692 Coastal Highway, Lewes, DE 19958. If Customer is located anywhere else in the world, the contracting entity "CloudBees" herein refers to CloudBees International, SA, a Swiss company located at Faubourg de l'Hôpital 18, CH-2000 Neuchâtel, Switzerland. CloudBees provides the Products listed on an Order Form on a subscription basis (each, a "Subscription"). The term of each Subscription is designated in the applicable Order Form (each, a "Subscription Term"). As part of each Subscription, CloudBees provides the support services described at https://www.cloudbees.com/r/supportterms. Notwithstanding the foregoing, if the Products are being licensed to Customer pursuant to a "Trial" or "Evaluation" license ("Evaluation License"), Section 15 of this Agreement governs the term of such license and acceptance of this Agreement by Customer.

1. **Definitions.** Capitalized terms shall have the meaning defined herein.

   Agent, in CloudBees Build Acceleration, is a licensed component running workloads managed by the Cluster Manager.

   Client-Side User (CSU) (formerly Monthly Active User (MAU)) ") is counted the first time in each calendar month that an End User's device opens Customer's or Customer's Affiliates' web and/or native application(s) in which the CloudBees Feature Flags SDK has been incorporated ("Customer Application") is the CSU count of the applications using CloudBees Feature Flags. For example, if one End User is using Customer Application on four (4) separate devices, that constitutes four CSUs.

   Cluster Concurrency, in CloudBees Build Acceleration, refers to the number of concurrent streams.

   Cluster Manager, in CloudBees Build Acceleration, tracks, assigns and distributes work to Agents.

   Confidential Information means any and all non-public, confidential and proprietary information, furnished by the Disclosing Party or any of its Representatives to the Receiving Party or any of its Representatives, that is marked in writing (including e-mail), or in other tangible form, as "confidential" or "proprietary." Confidential Information may include, without limitation, such marked disclosures that relate to patents, patent applications, trade secrets, research, product plans, products, developments, know-how, ideas, inventions, processes, design details, drawings, sketches, models, engineering, software (including source and object code), algorithms, business plans, sales and marketing plans. Any Confidential Information disclosed orally shall be identified as confidential at the time of disclosure and confirmed as "confidential" in writing within thirty (30) days. Notwithstanding the foregoing, Confidential Information shall expressly include the terms of this Agreement (and any Agreement of which it is a part), the Products, Customer Data, the Documentation, and all know-how, techniques, ideas, principles and concepts which underlie any element of the Products or the Documentation and which may be apparent by use, testing or examination. Customer means the Customer identified on the applicable Order Form. Customer Data means all information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or a User through the Products.

   Documentation means the product documentation made available by CloudBees on the CloudBees website at https://docs.cloudbees.com.

   Executor means a slot for execution of work defined by a Pipeline or Project on a Node. A Node may have zero or more Executors configured which corresponds to how many concurrent Projects or Pipelines are able to execute on that Node.

   CloudBees CD Application represents a set of customer artifacts and deployment processes.

   CloudBees CD Microservice represents a container reference and its deployment processes.

   CloudBees CD Node is a worker node (for builds, deployment targets, data proxies, gateways, and other automated tasks) that is managed by the CloudBees CD Server.

   CloudBees CD Server is the application server that orchestrates processes run across CloudBees CD Nodes. CloudBees CD can be used in a single or multiple server configuration.

   Intellectual Property Rights means any patents, patent rights, design rights, copyrights, database rights, trade secrets, know-how, trademarks, trade names, service marks and other intellectual property embodied therein and all applications and rights to apply for registration or protection rights pertaining thereto, in existence at the date hereof or created in the future.

   Master means the central, coordinating process which stores configuration, loads plugins, and renders the various user interfaces for Jenkins.

   Node means a machine which is part of the Jenkins environment and capable of executing Pipelines or Projects. Both the Master and Agents are considered to be Nodes.

   Order Form means an order form that references this Agreement and has been executed by both parties.

   Product(s) means the software product(s) described at https://www.cloudbees.com/r/productfeatures that are listed on an Order Form.

   Report means any Report provided to Customer by CloudBees in connection with the SaaS Products.

   Representatives means as to any person, such person's affiliates and its or their directors, officers, employees, agents, and advisors (including, without limitation, financial advisors, counsel and accountants) bound by a written agreement or other legal obligation to maintain the confidentiality of the Confidential Information disclosed to them as required by the terms of this Agreement.

   SaaS Products means Software-as-a-Service Products listed on an Order Form. SaaS Products include but are not limited to CloudBees Feature Flags and DevOptics.

   Stream, in CloudBees Build Acceleration, represents a workload, usually defined via a single makefile, that is submitted to the Cluster Manager.

   Team means a group of Users that share resources, best practices and code, and work together to accomplish a goal, project, or task.

   Test Suite means a group of tests that run at the same frequencies, at the same point in time, are maintained by the same set of End Users and reside in a single Git repository

   Third Party means any third party (i) to which Customer provides access to Customer's SaaS Product accounts or (ii) for which Customer uses the **SaaS Products** to collect information on the third party's behalf.

   Use means, for Products identified on an Order Form as "on-premises," install, execute, and display the Products, and for Products identified on an Order Form as "SaaS," to access and execute the Products.

User means a unique individual or machine authorized by Customer, in accordance with this Agreement, to log into and use the CloudBees subscribed Products directly or to perform code commits into a source control management system triggering jobs in or reporting results through CloudBees Products, regardless of whether the User actually accesses, or the frequency with which they access, the Products. The licensed User quantity is the total number of unique Users of the Products calculated over the course of the entire Subscription Term. A "machine" is commonly known as a bot.

2. **Grant of License.** Subject to all of the terms and conditions of this Agreement, during the Subscription Term, CloudBees grants to Customer a non-transferable, non-sublicensable, non-exclusive, limited license to Use the Products specified in an Order Form and for Customer's employees to Use the Products for Customer's own internal use, but only in accordance with (i) the Documentation, (ii) this Agreement, and (iii) the Subscription Term and other restrictions set forth in the applicable Order Form. Customer acknowledges and agrees that, as between CloudBees and Customer, CloudBees owns all right, title, and interest, including all Intellectual Property Rights, in and to the Products and Documentation, and CloudBees shall, notwithstanding any other term of this Agreement, remain the owner of the Products and Documentation. Unless otherwise expressly provided in this Agreement, Customer shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in the Products or Documentation. All rights not expressly granted by CloudBees herein are reserved.

3. **License Restrictions.** Customer shall not, on its own or through any parent, subsidiary, Affiliate, agent or other third party: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part, any of the Products or the Documentation to a third party; (b) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Products, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Products or encourage others to do so; (c) allow access to or permit use of the Products by any users other than Users, or any use which violates the technical restrictions of the Products, any additional licensing terms provided by CloudBees via the Documentation, or the terms of this Agreement; (d) use the Products to develop, test, host or run and operate applications on behalf of third-parties, without CloudBees' written consent; (e) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Products; (f) use the Products to provide third-party training; or (g) modify or create derivative works based upon the Products. Customer agrees not to use or permit use of the Products to display, store, process or transmit any Customer Data that may (i) menace or harass any person or cause damage or injury to any person or property; (ii) involve the publication of any content that is false, defamatory, harassing or obscene, (iii) violate privacy rights or promote bigotry, racism, hatred or harm, (iv) constitute bulk e-mail, "junk mail," "spam" or chain letters; (v) constitute an infringement of Intellectual Property Rights or other proprietary rights; or (vi) otherwise violate applicable laws, ordinances or regulations. In the event that CloudBees suspects any breach of the restrictions set forth in this Section 3, including without limitation by Users, CloudBees reserves the right to suspend access to the Products without advance notice, in addition to any other remedies CloudBees may have at law or equity.

4. **SaaS Products Member Account, Password and Security.** To register for the SaaS Products, Customer must complete the registration process by providing CloudBees with current, complete, and accurate information as prompted by the registration form, including Customer's email address (username) and password. Customer will protect its passwords and license files and take full responsibility for its own use, and third-party use, of Customer's SaaS Products accounts. Customer is solely responsible for any and all activities that occur under Customer's SaaS Product accounts. Notwithstanding the foregoing, Customer is not liable or responsible to CloudBees for any activities occurring outside of Customer's control under any Customer's SaaS Product accounts: (a) after Customer notifies CloudBees, or CloudBees otherwise becomes aware that, such account has been compromised; (b) after Customer notifies CloudBees that such account should be disabled or terminated; or (c) if such use is by an unauthorized person who obtained access to the account as a result of CloudBees' knowledge or custody of such account access credentials or as a result of a breach of the security of the SaaS Product not due to Customer's breach of this Agreement. Upon request by Customer, CloudBees' (or its wholly-owned subsidiaries') support staff may, from time to time, log in to the SaaS Products under Customer's password in order to maintain or improve service, including to provide Customer assistance with technical or billing issues.

5. **Subscription Term and Renewals.** The length of the Subscription Term shall be designated in the Order Form. Except as set forth on the applicable Order Form, the rates for any Subscription Term renewals shall be CloudBees' then-current Subscription rates.

6. **Payment Terms.** All fees are as set forth in the applicable Order Form and shall be paid by Customer. All payments are non-refundable. Any outstanding balance becomes immediately due and payable upon termination of this Agreement and any collection expenses (including attorneys' fees) incurred by CloudBees will be included in the amount owed by Customer. If Customer is required to pay any withholding tax, charge or levy in respect of any payments due to CloudBees hereunder, Customer agrees to gross up payments actually made such that CloudBees shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy. Payments will be made without right of set-off or chargeback. If payment of any fee is overdue, CloudBees may suspend provision of the Support until such delinquency is corrected.

7. **Software Verification and Audit.** At CloudBees' written request, Customer will furnish CloudBees with a certification signed by an officer of Customer verifying that the Products are being used in accordance with the terms and conditions of this Agreement and any applicable Order Form. Upon at least ten (10) days prior written notice, CloudBees may audit Customer's use of the Products to ensure that Customer is in compliance with the terms of this Agreement and any applicable Order Form. Any such audit will be conducted during regular business hours at Customer's facilities, will not unreasonably interfere with Customer's business activities, and will be in compliance with Customer's reasonable security procedures. Customer will provide CloudBees with access to the relevant records and facilities. If an audit reveals that Customer has exceeded the number of Users during the period audited, then CloudBees will invoice Customer, and Customer will pay CloudBees within thirty (30) days of receiving such invoice any underpaid fees based on CloudBees' price list in effect at the time the audit is completed. If Customer's usage exceeds the licensed usage by more than twenty-five percent (25%), then Customer will also pay CloudBees' reasonable costs of conducting the audit.

8. **Confidentiality Obligations.** Unless otherwise agreed to in writing by the party to this Agreement that furnished the Confidential Information ("Disclosing Party"), the party to this Agreement receiving the Confidential Information ("Receiving Party") agrees (a) to keep all Confidential Information in strict confidence and not to disclose or reveal any Confidential Information to any person (other than such Receiving Party's Representatives who (i) are actively and directly involved in providing or receiving products under this Agreement (or the Agreement of which it is a part), and (ii) have a

need to know the Confidential Information), and (b) not to use Confidential Information for any purpose other than in connection with fulfilling obligations or exercising rights under this Agreement (or the Agreement of which it is a part). The Receiving Party shall treat all Confidential Information of the Disclosing Party by using the same degree of care, but no less than a reasonable degree of care, as it accords its own Confidential Information. The parties agree to cause their Representatives who receive Confidential Information to observe the requirements applicable to the Receiving Party pursuant to this Agreement with respect to such information, including, but not limited to, the restrictions on use and disclosure of such information contained in this Section 8.

9. **Non-Confidential Information and Permitted Disclosures.** Notwithstanding Section 8, the obligations of the parties set forth herein shall not apply to any information that: was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party or any of its Representatives; was known to the Receiving Party free of any obligation of confidentiality before or after the time it was communicated to the Receiving Party by the Disclosing Party; is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; is disclosed with the prior written approval of the Disclosing Party; or is disclosed pursuant to an order or requirement of a court, administrative agency or other governmental body; provided however, that the Receiving Party shall provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party the possibility to seek a protective order or otherwise prevent or restrict such disclosure, and shall use reasonable efforts to cooperate with the Disclosing Party (at the Disclosing Party's expense) to obtain such protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance in whole or in part, with the terms of this Agreement, the Receiving Party and its Representatives shall use reasonable efforts to disclose only that portion of the Confidential Information that is legally required to be disclosed or is the subject of such waiver, and to ensure that all Confidential Information that is so disclosed shall be accorded confidential treatment. The terms and obligations pertaining to confidentiality in this Agreement shall survive and remain in full force and effect for a period of three (3) years from the termination or expiration of this Agreement, unless the Disclosing Party expressly agrees in writing to release all or part of its Confidential Information from the restrictions imposed by this Agreement before such period has elapsed.

10. **Services.** If Customer orders professional Services pursuant to a SOW, the following terms shall apply. Customer will cooperate reasonably and in good faith with CloudBees in the execution of Services by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable CloudBees to perform its obligations under each Order; (ii) timely delivering any materials and other obligations specifically required under each Order; (iii) timely responding to CloudBees' reasonable inquiries related to the Services; (iv) actively participating in relevant scheduled meetings; (v) providing information, data and feedback that is complete, accurate and timely in all material respects. Customer acknowledges that in the course of performing any Services, CloudBees may create software or other works of authorship (collectively "Work Product"). Subject to Customer's rights in Customer Confidential Information, CloudBees shall own all right title and interest in such Work Product, including all intellectual property rights therein and thereto. If any Work Product is delivered to Customer pursuant to or in connection with the performance of Services (a "Deliverable"), except for any products made available under a separate license, CloudBees grants to Customer an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute (internally and externally), transfer, exploit and make derivative works of any such Deliverables. Subject to Customer's rights in the Customer Confidential Information, CloudBees and/or its successors and assigns shall be considered, forever and for all purposes throughout the universe, the author of the Work Product and the sole copyright owner thereof, and the owner of any rights therein, whether or not copyrightable, all proceeds derived therefrom.

11. **Customer Data.** CloudBees acknowledges that, as between CloudBees and Customer, Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. For SaaS Products, Customer hereby grants to CloudBees a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data as may be necessary for CloudBees to provide the Products to Customer. All rights not expressly granted by Customer herein are reserved. Customer represents that it has the right to grant CloudBees the rights set forth in this Section 11 and it owns all right, title and interest, or possess sufficient license rights, in and to the Customer Data to permit the use contemplated under this Agreement. CloudBees shall have the right to use aggregated and anonymized Customer Data to create benchmarks or analytics, improve CloudBees Products or otherwise. For SaaS Products, CloudBees may retain and use, subject to the terms of its privacy policy (https://www.cloudbees.com/privacy-policy), information collected in Customer's use of the SaaS Products. Customer acknowledges and agrees that Customer Data may be located in public cloud infrastructure located within the United States. For Saas Products, upon written request by Customer within thirty (30) days following termination and subject to the payment of all fees owed under this Agreement, CloudBees will make Customer's Data available for export and download by Customer.

12. **Excluded Data.** Customer shall not provide CloudBees with any Customer Data that is subject to heightened security requirements by law or regulation or contract (examples include but are not limited to the Gramm–Leach–Bliley Act (GLBA), Family Educational Rights and Privacy Act (FERPA), the Child's Online Privacy Protection Act (COPPA), the standards promulgated by the PCI Security Standards Council (PCI-DSS), Health Insurance Portability and Accountability Act (HIPAA), and their international equivalents (such Customer Data collectively, "Excluded Data"). CloudBees shall have no responsibility or liability for Customer's Excluded Data, except that in the event Customer notifies CloudBees that it has inadvertently provided CloudBees with Excluded Data, CloudBees will reasonably cooperate with Customer to return or delete such Excluded Data and will treat such Excluded Data as Customer's Confidential Information pending such return or deletion.

13. **Indemnification.** To the extent permitted by applicable law, Customer will indemnify, hold harmless and defend CloudBees and its affiliates and wholly owned subsidiaries, at Customer's expense, from any and all third-party claims, actions, proceedings, and suits brought against CloudBees or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, reasonable attorneys' fees and other litigation expenses) incurred by CloudBees or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) Customer's use of the Products in violation of the terms of this Agreement or (ii) Customer's violations of applicable laws, rules or regulations. CloudBees will provide Customer with written notice of any claim, suit or action for which Customer must indemnify CloudBees.

Customer will cooperate as fully as reasonably required in the defense of any claim. CloudBees reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Customer.

14. **Third Parties.** Customer shall not use the Products on behalf of a Third Party. This Agreement benefits solely CloudBees and Customer, and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person or party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

15. **Evaluation or Trial License.** THIS SECTION 15 OF THIS AGREEMENT APPLIES TO EVALUATION LICENSES OF THE PRODUCTS ONLY AND SUPERSEDES ANY CONFLICTING PROVISIONS OF THIS AGREEMENT AS APPLIED TO SUCH EVALUATION LICENSES. BY CLICKING THE "I ACCEPT" BUTTON, COMPLETING THE EVALUATION LICENSE REGISTRATION PROCESS OR USING THE PRODUCTS, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND ACCEPTED THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THIS SECTION 15. Subject to the terms of this Agreement, CloudBees grants to Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited, internal license to install the Products and Documentation on computers owned or leased by Customer for a time-limited period, determined solely by CloudBees ("Evaluation Period"), solely to evaluate the features, functionality and performance of the Products and Documentation, but only in accordance with (i) the Documentation and (ii) this Agreement. This Evaluation License is strictly limited to internal evaluation and testing or other non-production purposes only. Any other use of Products is prohibited. CloudBees may require the installation of specific CloudBees' solutions as a condition of Customer's Use of the Products. At the end of the Evaluation Period, the Products may cease to function. CloudBees does not provide any support or subscription services for the Products under the Evaluation. Customer has no rights to any updates, upgrades or extensions or enhancements to the Products developed by CloudBees, unless it separately purchases CloudBees subscription services. The term of this Agreement will begin on the date of Customer's acceptance of this Agreement pursuant to this Section 15 and end on the last day of the Evaluation Period. Unless stated otherwise on the specific Evaluation License registration form completed to get access to Customer's Evaluation License, the default term duration is fourteen (14) days. This Agreement may be terminated at any time by either party upon written notice to the other party. Upon termination or expiration of this Agreement, Customer will cease all use of the Products and Documentation and, upon CloudBees' request, certify to CloudBees that the Products and Documentation are no longer in use by or on behalf of Customer. Termination will not affect any claim, liability or right arising prior to termination.

16. **Termination.** This Agreement (and any applicable Order Form) and the licenses and access granted hereunder may be terminated by either party upon written notice if the other party has materially breached this Agreement (or any Order Form) and failed to cure such breach within thirty (30) days written notice from the non-breaching party. In no event will termination relieve Customer of the obligation to pay any fees due to CloudBees under this Agreement.

17. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS, SERVICES, AND SUPPORT ARE PROVIDED "AS IS." CLOUDBEES DOES NOT WARRANT THAT THE PRODUCTS, SERVICES AND SUPPORT PROVIDED TO CUSTOMER UNDER THIS AGREEMENT WILL OPERATE UNINTERRUPTED, THAT THEY WILL BE FREE FROM DEFECTS, OR THAT THE PRODUCTS ARE DESIGNED TO MEET CUSTOMER'S BUSINESS REQUIREMENTS. CLOUDBEES DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

18. **LIMITATION OF REMEDIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL) ARISING FROM THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

19. **LIMITATION OF LIABILITY**. CLOUDBEES' TOTAL AGGREGATE LIABILITY FOR CLAIMS ARISING HEREUNDER SHALL BE LIMITED TO DIRECT DAMAGES CAUSED BY CLOUDBEES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY CUSTOMER TO CLOUDBEES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM GIVING RISE TO THE CLAUSE OF ACTION ARISES. The provisions of this Section allocate risks under this Agreement between Customer and CloudBees. CloudBees' fees for the Subscriptions reflect this allocation of risks and limitation of liability.

20. **STATUTE OF LIMITATIONS; JURY WAIVER.** NEITHER PARTY SHALL BRING ANY CLAIM BASED ON THE SUBSCRIPTIONS OR SUPPORT PROVIDED HEREUNDER MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. BOTH PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

21. **Marketing Support.** Customer agrees that CloudBees may publish a brief description of its relationship with Customer as a licensee of the Products or CloudBees customer, including by identifying Customer and using Customer's name or logo, on any of CloudBees' websites, client lists, press releases, or other marketing materials.

22. **Compliance with Laws.** Customer agrees that Customer's Use of the Products will comply with all applicable laws. Customer represents and warrants that Customer is not (i) located or resident in a country or territory that is subject to comprehensive U.S. trade sanctions or other significant trade restrictions (including, without limitation, Crimea, Cuba, Iran, North Korea, and Syria) (collectively, the "Sanctioned Countries"); or (ii) identified on any U.S. government restricted party lists (including without limitation the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Denied Party List, Entity List and Unverified List, administered by BIS) (collectively, the "Restricted Party Lists"). Customer further certifies that Customer will not, directly or indirectly, export, re-export, transfer or

otherwise use the Products (nor any direct product thereof) in violation of the Export Laws, or with any purpose prohibited by the same Export Laws, in any Sanctioned Country, to any person or entity on a Restricted Party List, or for any nuclear, chemical, missile or biological weapons related end uses. CloudBees shall have the right to terminate this Agreement, without notice and without liability, for any perceived or actual breach of this clause.

23. **Amendments; Waivers.** No supplement, modification, or amendment of the terms of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other form employed or provided by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

24. **Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the Products subscription, unless such terms and conditions are expressly stated as an amendment to this Agreement and duly signed on behalf of both parties.

25. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, epidemic, pandemic, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval of a license by a government agency.

26. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned and any such assignment in violation of this Section 26 shall be void, except that the transfer of this Agreement or rights granted hereunder to a successor entity in the event of a merger, corporate reorganization, or acquisition shall not constitute an assignment for purposes of this Section 26. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their permitted successors and permitted assigns.

27. **CloudBees, Inc. Governing Law, Jurisdiction; and Arbitration.** This Section shall apply only if CloudBees, Inc. is the contracting party: This Agreement shall be governed by the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). Any controversy or claim arising out of or relating to this Agreement shall be determined by final and binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures or its Streamlined Arbitration Rules & Procedures ("Rules"). The award rendered by the arbitrator shall be final, non-reviewable, non-appealable, and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the JAMS in accordance with its Rules. The seat or place of arbitration shall be Richmond, Virginia. The arbitration shall be conducted, and the award shall be rendered, in the English language. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. The arbitrator will have no authority to award damages exceeding the amount identified in Section 19 of this Agreement, Limitation of Liability.

28. **CloudBees International, SA Governing Law, Venue, and Arbitration.** This Section shall apply only if CloudBees International, SA is the contracting party: This Agreement shall be governed by the laws of Switzerland without regard to conflicts of laws provisions thereof. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC") by a single arbitrator appointed in accordance with said Rules. The Emergency Arbitrator Provisions shall not apply. The arbitration shall be conducted in Zurich, Switzerland. The arbitration shall be conducted in English. Notwithstanding the above, the parties may agree at any time to submit the dispute to nonbinding mediation in accordance with the ICC Rules of Mediation.

29. **Survival.** Sections 17 (Warranty Disclaimer), 18 (Limitation of Remedies), 19 (Limitation of Liability), 20 (Statute of Limitations; Jury Waiver), and, as applicable, Section 27 (CloudBees, Inc. Governing Law, Venue, and Arbitration) or Section 28 (CloudBees International, SA Governing Law, Venue, and Arbitration), shall survive any termination or expiration of this Agreement.

Customer

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

CloudBees, Inc.

Signature: _____

Print Name: _____

Print Title: _____

Date: _____