ELASTIO SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement"), effective as of the [XXth] day of [Month], 202X (the "Effective Date"), is made by and between Elastio Software, Inc., with an address at 11921 Freedom Drive, Two Fountain Square, Suite 550, Reston, VA 20190, USA ("**Elastio**"), and Customer [NAME], with a principal place of business at [ADDRESS] ("**Customer**").

ABOUT THIS AGREEMENT. This Subscription Agreement governs the purchase of subscriptions to, and use of, the products and services ordered by Customer as such products and services are described in the Order Form attached hereto as Exhibit A and any updates thereto provided by Elastio ("**Subscription Services**"). This Agreement, together with all applicable policies and supplements, constitutes the entire agreement between Elastio and Customer with respect to the subject matter of this Agreement and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, "click-through" or "click to accept" forms, discussions, and understandings between the parties with respect to its subject matter, and neither of the parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

LEGAL CAPACITY TO ACCEPT THIS AGREEMENT
- Customer represents that the individual executing this Agreement on behalf of Customer has the authority to bind the entity that it represents to this Agreement, and all references in this Agreement to "Customer" apply to such entity.
- Each of Elastio and Customer are referred to as a "**Party**" and collectively as the "**Parties**".

COMMITTED SUBSCRIPTION.
The Subscription Services are non-cancellable except as otherwise provided in this Agreement and will be available to Customer for the period set forth in the Order Form, regardless of whether or not Customer makes use of such services. To the extent that any period Customer uses Subscription Services over the minimum amount set forth in the Order Form, Customer will be billed at the then applicable unit rate set forth therein for such period.

AUTO-RENEWAL. THE SUBSCRIPTION TERM WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL 1 YEAR PERIOD, AND THE CUSTOMER'S PAYMENT ACCOUNT ON FILE (E.G., CREDIT CARD) WILL AUTOMATICALLY BE CHARGED AT THE SUBSCRIPTION RATE THEN IN EFFECT, PLUS TAXES AND OTHER APPLICABLE CHARGES, UNLESS CUSTOMER'S SUBSCRIPTION IS CANCELLED BY CUSTOMER OR BY ELASTIO AS ALLOWED BY THIS AGREEMENT.

1. DEFINITIONS

Capitalized terms not otherwise defined in the Agreement have the meanings set forth below:

1.1 "**Authorized User**" means: (a) Customer alone if Customer is purchasing a subscription in Customer's individual capacity; and (b) if Customer is a corporate entity, any individual, including Customer's and its affiliates' employees, agents, and contractors, authorized by Customer to access or use the Subscription Services, under the rights granted to Customer pursuant to the Agreement.

1.2 "**Confidential Information**" means all written or oral information, disclosed by, on behalf of, a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), in connection with the Subscription Services or this Agreement, whether or not it has been identified as confidential, or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the foregoing, the Subscription Services and Service Documentation, including without limitation any components thereof and any code, technology, know-how, ideas, algorithms, testing procedures, structure, interfaces, specifications, documentation, bugs, problem reports, analysis and performance information, and other technical, business, product, and data provided as part of the Subscription Services or Service Documentation or in connection therewith are deemed the Confidential Information of the Disclosing Party.

1.3 "**Customer Content**" means Customer's data, media, content and Confidential Information provided by Customer to Elastio through Customer's use of the Subscription Services.

1.4 "**Service Documentation**" means the Service Descriptions located at www.elastio.com and any rules, policies, and procedures of Elastio regarding use of the Subscription Services, including the Support Services Policy, that, in each case, are referenced in the Agreement or an Order Form or otherwise made available from time to time to Customer through the Elastio Tenant Console located at www.elastio.com.

1.5 "**Subscription Term**" means the period commencing on the start date of the Subscription Services subscribed by Customer and continuing until canceled or terminated in accordance with the Agreement.

1.6 "**Support Services Policy**" is described in the Support Services Policy available at www.elastio.com/support-policy.

1.7 "**Tenant Token**" means a security token used to allow Customer and Authorized Users to access Customer's tenant

console.

2. ACCESS AND USE

2.1 Provision of Access. Subject to the terms and conditions contained in the Agreement, including Customer's compliance with the Service Documentation, Elastio hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access the features and functions of the Subscription Services during the Subscription Term, solely for use by Authorized Users in accordance with the Agreement and for the sole purpose of supporting Customer's internal business operations (or in the event Customer is subscribing in his or her individual capacity, Customer's own personal use). Customer hereby agrees not to use the Subscription Services or any Service Documentation to provide services to any third party nor for any service bureau, time-sharing or similar arrangement. Customer acknowledges and agrees that nothing in this license grant or otherwise in this Agreement grants Customer any right or license to source code underlying the Subscription Services.

2.2 Service Documentation License. Subject to the terms and conditions contained in the Agreement, Elastio hereby grants to Customer and Customer's affiliates a limited, non-exclusive, non-transferable license to use the Service Documentation during the Subscription Term solely for the same purpose for which Customer have been granted use of the Subscription Services above.

2.3 Restrictions. Customer shall not (and shall not allow any Authorized Users to): (a) decompile, disassemble, or otherwise reverse engineer the Subscription Services or its underlying software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Subscription Services or its underlying software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, and then only with prior written notice to the respective owners;); (b) distribute, sell, sublicense, rent, lease or use the Subscription Services (or any portion thereof) for time sharing, hosting, provision of services or like purposes; (c) remove any product identification, proprietary, copyright or other notices contained in the Subscription Services; (d) modify or create a derivative work of any part of the Subscription Services or use the Subscription Services to offer services derived from the Subscription Services (or any portion thereof); or (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Subscription Services.

2.4 Availability; Support and Updates. Subject to the terms and conditions of the Agreement, Elastio will use commercially reasonable efforts to make the Subscription Services available and otherwise provide Support Services in accordance with the Support Services Policy. From time to time, Elastio may, but has no obligation to, provide updates to the Subscription Services. Elastio specifically reserves the right to cease providing, updating, maintaining or supporting the Subscription Services at any time in its sole discretion, provided that (a) Elastio shall provide Customer with written notice of the same and (b) shall promptly return to Customer any unused portions of any pre-paid fees.

2.5 Third Party Data. The Subscription Services may require use of software code, data or other content owned by and licensed from third parties (the "**Third Party Data**"). In all cases when Elastio includes Third Party Data as part of the Subscription Services, Elastio provides it to Customer on either a sublicense or pass-through basis subject to the separate terms and conditions of its owners and licensors. Elastio does not have the authority to modify those terms and conditions. Elastio hereby agrees that it has the authority to grant Customer the rights granted under each license, even to the extent Elastio provides Third Party Data in the applicable Subscription Services.

3. CUSTOMER OBLIGATIONS

3.1 Customer Account. Customer is responsible for granting user credentials, including but not limited to Tenant Tokens, to Authorized Users for access to the Subscription Services. Customer acknowledges and agrees that, as between Customer and Elastio, Customer will be responsible for all acts and omissions of Authorized Users and any other persons using Customer's account or user credentials, including but not limited to Tenant Tokens. Customer will be responsible for making all Authorized Users aware of the provisions of the Agreement as applicable to such Authorized User's use of the Subscription Service and for their compliance with all such provisions. Customer agrees to comply, and agree to ensure that all Authorized Users comply, with all applicable laws and regulations as well as the Elastio Acceptable Use Policy available at www.elastio.com/acceptable-use-policy.

3.2 Customer Access. Customer is responsible for procuring (and the associated costs) of all infrastructure services, hardware, software, connectivity, bandwidth and other technologies and services required for Customer and Authorized Users to access the Subscription Services. Customer also is responsible for all expenses incurred by Customer in performance of its obligations under the Agreement, including any increases in Fees (as defined below) resulting from such Customer's responsibility under this Section. Customer is solely responsible for the data, software and other Customer Content carried on Customer's devices and for backing-up Customer data, software and other Customer Content.

4. FEES AND EXPENSES; PAYMENTS

4.1 Fees. Fees for the Subscription Services ("**Fees**") vary based on the subscription model to which Customer

subscribes as described at the beginning of the Agreement.

4.2 Payment Method. Elastio accepts Fees and payments in U.S. Dollars unless otherwise specified. Customer's outstanding balance is due in full for each service period (monthly, annual or other mutually agreed period) during the Subscription Term. If Customer provides payment account information directly to Elastio, then Customer represents that it is an authorized user of such payment account. Customer is responsible at all times for keeping its payment information current with Elastio.

4.3 Taxes. Customer will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Elastio's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services

4.4 Late Payments; Interest. Any portion of any amount payable hereunder that is not paid when due will accrue interest at one percent (1.0%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

4.5 Failure to Pay. In the case of nonpayment, Elastio may restrict, suspend, cancel, or terminate Customer's Subscription Services and/or Customer's right to access its account and/or the Subscription Services upon prior notice to Customer.

5. PROPRIETARY RIGHTS

5.1 Retained Rights; Ownership. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Elastio and its licensors retain all right, title and interest in and to the Subscription Services and its components, including any databases used by Elastio or the Subscription Services, and all copies, modifications and derivative works thereof and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by the Agreement. Customer acknowledges that it is obtaining only a limited license right to the Subscription Services and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise. As between the Parties, Elastio acknowledges and agrees that Customer retains all right, title, and interest in and to all Customer Content and all information, data, or files derived or generated from such Customer Content through use of the Subscription Services.

5.2 Exchange of Confidential Information. The Parties acknowledge that during the performance of the Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the Disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the Disclosing Party or such third party, as applicable, and will remain the sole property of the Disclosing Party or such third party.

5.3 Mutual Confidentiality Obligations. Each Receiving Party agrees as follows: (a) to use Confidential Information disclosed by the other Disclosing Party only for the purposes of using, receiving and providing the Subscription Services; (b) the Receiving Party will not reproduce Confidential Information disclosed by the other Disclosing Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party with the exception of Authorized Users; (c) neither Receiving Party will create any derivative work from Confidential Information disclosed to such Party by the other Disclosing Party; (d) the Receiving Party will restrict access to the Confidential Information disclosed by the other Disclosing Party to such of its and its affiliates' employees, agents, individual contractors, accountants and attorneys (the **"Representatives"**), if any, who have a need to have access and who are subject to obligations of confidentiality and non-disclosure protecting the Confidential Information of the Disclosing Party that are no less stringent than those set forth in the Agreement or otherwise agree to be bound by the terms of this Section 5; and (e) upon written request, to return or destroy, pursuant to Section 9, all Confidential Information disclosed by the Discloser Party that is in its possession upon termination or expiration of the Subscription Term.

5.4 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 5.2 and 5.3 will not apply to any item of Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the Receiving Party or its Representatives in breach of this Section 5; (c) is rightfully communicated to the Receiving Party or to one or more of its Representatives by persons not bound by a known confidentiality obligations with respect thereto; (d) is already in the Receiving Party's or in one or more of its Representatives' possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) was or is independently developed by the Receiving Party or by one or more of its Representatives without reliance upon Confidential Information of the Disclosing Party; or (f) is approved for release or disclosure by the Disclosing Party without restriction. Notwithstanding the foregoing, each Receiving Party and its Representatives may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Receiving Party making the disclosure pursuant to the order will first have given written notice to the other Disclosing Party so that Disclosing Party may seek an appropriate protective order or other remedy protecting the Confidential Information from disclosure. If, in the absence of such a protective order or other remedy or waiver, Receiving Party or its Representatives are

nonetheless compelled to disclose any Confidential Information in the opinion of its legal counsel (which may be internal attorneys), then Receiving Party or its Representative may disclose such portion of the Confidential Information as is compelled or required to be disclosed so long as the Receiving Party uses commercially reasonable efforts to request that such disclosed Confidential Information will be afforded confidential treatment. Notwithstanding the foregoing, no prior notice or other action shall be required by Customer in respect of any disclosure made to any insurance, banking, financial, accounting, securities, regulatory or similar supervisory authority, including a self-regulatory organization, exercising its routine supervisory or audit functions, provided that such disclosure is made in the ordinary course and is not specific to the Company; or (y) to establish a Party's rights under the Agreement, including to make such court filings as it may be required to do.

5.5 Data Protection. The terms and conditions governing Elastio's data collection and usage are set forth in the Privacy Policy which is available at www.elastio.com/privacy-policy. Customer acknowledges and agrees to the terms and conditions of the Privacy Policy. Notwithstanding anything to the contrary set forth in the Privacy Policy, Customer further agrees that Elastio may track certain meta-data it obtains from Customer's backups, including information about backup sizes, frequency, any malicious software detected by Elastio's ransomware detection feature, exploits or other threats flagged by the Subscription Services (including but not limited to potential sources of such threats, such as payload files, file format and recent URL's visited), data about Customer's license, data about what version of the Subscription Services are being used and what operating conditions they are running under and data concerning Customer's geographic location. This information is collected and used for the purpose of tracking malicious software, exploits and other threats, and evaluating and improving Elastio's products and services. Elastio may share de-identified data relating to malicious software, exploits or other threats flagged by the Subscription Services with third parties for the purpose of providing the Subscription Services.

6. REPRESENTATIONS AND WARRANTIES

6.1 Mutual. Each Party hereby represents and warrants (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization and (b) that the Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

6.2 Elastio Warranty. Elastio will use industry standard practices designed to detect and protect the Subscription Services against any viruses, "Trojan horses", "worms", spyware, adware or other harmful code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within the Subscription Services or interference with or harm to the operation of the Subscription Services or any systems, networks or data, including as applicable using anti-malware software and keeping the anti-malware software up to date prior to making the Subscription Services available to Customer, and scanning the Subscription Services on a regular basis. **CUSTOMER'S EXCLUSIVE REMEDY AND ELASTIO'S ENTIRE LIABILITY FOR NON-COMPLIANCE WITH THE WARRANTY UNDER THIS SECTION 6.2 IS FOR ELASTIO TO PROVIDE CUSTOMER WITH A CONFORMING SUBSTITUTE OR, IF ELASTIO IS UNABLE TO PROVIDE SUCH SUBSTITUTE OR CORRECTIVE ACTION, CUSTOMER MAY TERMINATE THE AGREEMENT WITHOUT PENALTY OR PAYMENT OF ANY EARLY TERMINATION FEE AND ELASTIO WILL REFUND CUSTOMER THE PRO RATA PORTION OF ANY FEES THAT HAVE BEEN PAID BY CUSTOMER FOR THE SUBSCRIPTION TERM, WHICH WILL BE PRORATED FOR THE REMAINING PERIOD OF THE SUBSCRIPTION TERM FOLLOWING THE EFFECTIVE DATE OF TERMINATION.**

6.3 Customer's Representations and Warranties. Customer represents and warrants to Elastio that Customer owns or has acquired, and will maintain all necessary rights, power, and authority to provide and use, all of the Customer Content. Customer represents and warrants that Customer will not use the Subscription Services to process any personal or sensitive information nor in violation of any applicable laws.

7. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY

7.1 Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 6, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIPTION SERVICES, THE SERVICE DOCUMENTATION, AND ALL SERVICES PERFORMED BY ELASTIO ARE PROVIDED "AS IS" AND ELASTIO AND ITS LICENSORS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,   QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. ELASTIO SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO THE SUBSCRIPTION SERVICES' ABILITY TO ELIMINATE ANY SPECIFIC MALWARE THREATS OR THE COMPLETENESS OF THE DATABASE OR PROTECTION MODULES. ELASTIO, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES, INCLUDING THE SUBSCRIPTION SERVICES OR ANY OTHER SERVICES PROVIDED BY ELASTIO WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE PARTIES ACKNOWLEDGE AND AGREE THAT

ELASTIO IS NOT OBLIGATED TO OBTAIN ANY REGULATORY APPROVALS THAT MAY BE NECESSARY UNDER THE AGREEMENT. THE SUBSCRIPTION SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE SUBSCRIPTION SERVICES ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

7.2 Exclusions of Remedies; Limitation of Liability. IN NO EVENT WILL CUSTOMER AND ELASTIO OR ITS LICENSORS AND SUPPLIERS BE LIABLE UNDER THE AGREEMENT   FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SYSTEM DOWNTIME, FAILURE OF SECURITY MECHANISMS, GOODWILL, PROFITS OR OTHER BUSINESS LOSS OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, REGARDLESS OF THE NATURE OF THE CLAIM. EXCEPT FOR ELASTIO'S INDEMNITY OBLIGATIONS UNDER THE AGREEMENT THE CUMULATIVE LIABILITY OF ELASTIO FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT OR THE SUBSCRIPTION SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO ELASTIO FOR THE AFFECTED SUBSCRIPTION SERVICE DURING THE APPLICABLE SERVICE PERIOD (i.e., MONTHLY FOR A STANDARD SUBSCRIPTION OR FOR A COMMITTED SUBSCRIPTION, THE DURATION OF THE COMMITTED SERVICE PERIOD IN WHICH THE CLAIM AROSE OR 12 MONTHS OF FEES PAID, WHICHEVER IS LESS). FURTHERMORE, THE CUMULATIVE LIABILITY OF CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT OR THE SUBSCRIPTION SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO ELASTIO FOR THE AFFECTED SUBSCRIPTION SERVICE DURING THE APPLICABLE SERVICE PERIOD (i.e., MONTHLY FOR A STANDARD SUBSCRIPTION OR FOR A COMMITTED SUBSCRIPTION, THE DURATION OF THE COMMITTED SERVICE PERIOD IN WHICH THE CLAIM AROSE OR 12 MONTHS OF FEES PAID, WHICHEVER IS LESS)

7.3 Essential Basis of the Agreement. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 7 FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN THE PARTIES, THAT THE PARTIES HAVE RELIED UPON SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY IN NEGOTIATING THE TERMS AND CONDITIONS IN THE AGREEMENT, AND THAT ABSENT SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY, THE TERMS AND CONDITIONS OF THE AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. THIS SECTION SHALL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT SHALL BE FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8. INDEMNIFICATION

8.1   Indemnification of Customer. Elastio agrees to indemnify, defend and hold Customer harmless from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party:(A) that the Subscription Services and/or the Service Documentation infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction, provided that Customer promptly notifies Elastio in writing of the claim, cooperate with Elastio, and allow Elastio sole authority to control the defense and settlement of such claim; or (B) That result from (i) its breach of applicable laws or any terms of this Agreement (ii) its breach of any confidentiality obligations (iii) its gross negligence/willful misconduct/fraudulent acts. Elastio will have no indemnification obligation to Customer under clause 8.1 (A) above to the extent that the alleged claim arises from (a) modification of any of the Subscription Services by Customer, (b) combination, operation or use of any of the Subscription Services with other software, hardware, content, data or technology not provided by Elastio, (c) use of a superseded or altered release of any of the Subscription Services, if such infringement would have been avoided by the use of a then-current release of the Subscription Services, as applicable, and if such then-current release has been made available to Customer, or (d) any Customer Content   . If such a claim is made or appears likely to occur, Customer agrees to permit Elastio, at Elastio's sole discretion, to enable Customer to continue to use the Subscription Services or the Service Documentation, as applicable, or to modify or replace any such infringing material to make it non-infringing, or to obtain rights to continue use. If Elastio determines that none of these alternatives are reasonably available, Customer will, upon written request from Elastio, cease use of, and, if applicable, return, such materials as are the subject of the claim THIS SECTION STATES ELASTIO'S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION.

9. TERM AND TERMINATION

9.1 Term. The term of the Agreement is coterminous with the applicable Subscription Term set forth in the Order Form.

9.2 Termination for Breach. Either Party may, at its option, terminate the Agreement or any Order Form in the event of a material breach by the other Party, provided such Party has provided written notice to the other Party specifically identifying the breach or breaches on which such notice of termination is based. The other Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and the Agreement and such applicable Order Form will terminate in the event that such cure is not made within such thirty (30) day period. For purposes of clarity, Customer's (a) non-payment of Fees validly due and payable under the Agreement and/or (b) provision of false, inaccurate, dated or unverifiable identification or payment information will be deemed a material breach.

9.3 Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate the Agreement or any Order Form immediately upon written notice to the other Party, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues it business; or (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

9.4 Effect of Termination. Upon any termination of the Agreement or any Order Form, (a) Customer will discontinue all use of the terminated Subscription Services, the Service Documentation, and any Elastio Confidential Information as of the effective date of termination; (b) each Party will delete any of the other Party's Confidential Information from computer storage or any other media including, but not limited to, online and off-line libraries; (c) each Party will return to the other Party or, at the other Party's option, destroy, all copies of any Confidential Information then in its possession; and (d) Customer promptly will pay to Elastio all amounts due to Elastio for the terminated Subscription Services. CUSTOMER WILL NOT BE ENTITLED TO ANY REFUND OF ANY PRE-PAID AMOUNTS UNLESS OTHERWISE STATED IN THE AGREEMENT OR SUCH APPLICABLE ORDER FORM.

9.5 Removal of Customer Content. No later than thirty (30) days following the termination of the Agreement, Customer will deactivate Customer's account with Elastio and remove all Customer Content. After such thirty (30) day period, Elastio has the right, but not the obligation, to delete any and all Customer Content from its systems and deactivate Customer's account. If this Agreement is terminated by Elastio, Elastio has the right to suspend Customer's use of the Subscription Services immediately.

9.6 Survival. Those provisions of the Agreement that by their nature or their terms survive termination or expiration of the Agreement will so survive including but not limited to Sections 2.3, 4, 5, 6, 7, 8, 9.4, 9.5, 9.6, 10 and 11.

10. RESERVED

11. MISCELLANEOUS

11.1   Independent Contractors. In making and performing the Agreement, Customer and Elastio act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in the Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

11.2   **Notices**. All notices to be given in connection with the Agreement will be given in writing in English and will be effective upon delivery. Notices will be delivered through the Elastio Tenant Console   or as per the below addresses:

In the case of notices to Elastio: :
Attn: Legal
Email: legal@elastio.com
Address: 11921 Freedom Drive, Two Fountain Square, Suite 550, Reston, VA 20190, USA

In the case of notices to the Customer:
Attn: Legal Department
Email: [customer legal email address]
Address: [customer address for legal notifications]

11.3 Amendments; Modifications. The Agreement may be amended or modified by the Parties in writing.

11.4 Assignment; Delegation. Neither Party will assign or subcontract any of its rights or delegate any of its duties under the Agreement or any Order Form without the express, prior written consent of the other Party, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect. Notwithstanding the foregoing, Elastio or Customer may assign the Agreement or any Order Form, without consent (however with intimation), in connection with a merger, sale, transfer or other disposition of all or substantially all of its stock or assets to which this Agreement relates.

11.5 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in the Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, the Elastio Indemnified Parties and their respective successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of the Agreement.

11.6 Severability. If any provision of the Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in the Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of the Agreement invalid or unenforceable whatsoever.

11.7 Waiver. No waiver under the Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

11.8 Force Majeure. If a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example and not limitation, war, riot, fires, floods, acts of nature, pandemics, epidemics, public health emergencies, orders of governmental authorities, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of the Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate the Agreement or any Order Form immediately with written notice.

11.9 Governing Law and Venue. THE AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

11.10 U.S. Government End-Users. Each of the Service Documentation and the software components that constitute the Subscription Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Subscription Services and the Service Documentation with only those rights set forth therein. If the user or licensee of the Subscription Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Subscription Services, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Subscription Services were developed fully at private expense. All other use is prohibited.

11.11 Export Compliance. Customer acknowledges that the Subscription Services may be subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Subscription Service or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Subscription Service is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

11.12 Counterparts. To the extent applicable, this Agreement and/or an Order Form may be executed in any number of counterparts, including by electronic signature, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one agreement.

11.13 Headings. The headings in the Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Customer: **Elastio Software, Inc.**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____