

Subscription Services Agreement

30–39 minutes

(Updated November 30, 2022)

This Coiled Subscription and Services Agreement (“Agreement”) is entered into by and between Coiled Computing, Inc. (“Coiled”) with its principal place of business at 1412 Broadway, 21st Floor, New York, NY 10018 and the customer entering into this Agreement (“Customer”). If you represent an organization, you represent and warrant that you are authorized to agree to this Agreement on behalf of your organization. Capitalized terms have the meanings listed at in the end of this Agreement.

1. LICENSE.

1.1 License Grant. Subject to the terms and conditions of this Agreement, Coiled grants to Customer, during the term specified on the applicable Order Form, a limited, non-exclusive, non-transferable right and license, solely to the object code version of the Products and without the right to grant or authorize sublicenses or to further distribute the Products, for the specified of paid licenses (as described on an Order Form) to use the Products solely in the normal course of Customer’s internal business operations.

1.2 License Restrictions. Customer shall not itself, or through any Affiliate, agent or other third party: (i) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part, any Products or the Documentation to a third party, (ii) 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, (iii) modify or create derivative works based upon the Products, (iv) allow access or permit use of the Products by anyone other than licensed users, or (v) create, develop, license, install, use, or deploy any third party software or services to circumvent any license keys in the Products, (vi) use the Coiled platform for any act or action that gives rise to civil or criminal liability for Customer or Coiled or otherwise violates any applicable law, (vii) engage in any activity that inappropriately restricts or inhibits any other user from using or enjoying the Coiled platform, including "hacking", "cracking", "spoofing", or defacing any portions of the Coiled websites, (viii) post, distribute or transmit mass mailings, whether solicited or otherwise, (ix) any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index or "data mine" private or restricted datasets, (x) harvesting or collecting information about Coiled users without their express written consent, (xi) using the Products as a “miner” or “forger” of Bitcoin or other cryptocurrencies,

(xii) interfering with others' enjoyment of the Coiled platform, including intentionally attempting to overload any portion of the Coiled platform, (xiii) launching or facilitating a denial of service attack (DoS) from or on the Coiled platform, (xiv) using the Coiled platform in connection with illegal or unlawful file sharing, or (xv) using the Coiled platform to operate a general-purpose proxy or “open proxy” service.

1.3 Open Source Software. The Open Source Software is licensed to Customer under the terms of the applicable open source license conditions and/or copyright notices that can be found at www.coiled.io/opensource/terms.

2. SUPPORT AND MAINTENANCE. During the time that Customer has paid the applicable fees for Subscriptions / Support and Maintenance, Coiled will provide Customer with the Support and Maintenance for the Products. Subscriptions and Support and Maintenance will automatically renew each year unless either party provides written notice to the other party at least thirty (30) days before the end of the then-current term of its intent not to renew.

3. SERVICES

3.1 Services. Coiled will provide Customer with the Services specified in an applicable Order Form. Services are provided to Customer solely for Customer’s internal use, and Customer may not use the Services to supply any consulting, support or training services to any third party.

3.2 Customer Obligations.

3.2.1 Cooperation. Customer agrees to provide Coiled with such cooperation, materials, information, access and support which Coiled deems to be reasonably required to allow Coiled to successfully provide the Services, including, without limitation, as may be set forth in an applicable Order Form.

3.2.2 Third Party Products. In the event that Customer provides Coiled with access to any third-party software or hardware, Customer will ensure that it has the rights to provide Coiled with such access.

3.2.3 Customer Policies. While on premises owned, controlled or hired by Customer, all Coiled personnel will conduct themselves in accordance with the standard health, safety and

security policies of Customer applicable to its staff generally that have been provided to Coiled in writing prior to the performance of any services on Customer's premises.

4. OWNERSHIP. Coiled and its suppliers retain all right, title, and interest in and to the Products, Funded Development, Connectors, Deliverables, Training Materials, the Coiled proprietary or licensed tools, trademarks, templates, methods, know-how, services and technology, including extensions, enhancements and derivatives thereof ("Coiled Tools"). Subject to the foregoing, Customer owns all right, title, and interest to Customer data and any analysis specific to Customer data. Coiled grants to Customer during the term of this Agreement a nonexclusive, non-transferable license to use any Deliverables, and Training Materials provided to Customer in the provision of Consulting Services for Customer's internal purposes. All Coiled trademarks, trade names, logos and copyright notices shall be preserved by Customer. Coiled is free to use and incorporate into its products and services any ideas, know-how, and/or techniques that are inherently disclosed to Coiled by Customer in the course of Coiled's provision of services or are developed in the performance of the services. Nothing in this Agreement will, or is intended to, limit Coiled's ability to develop or enhance its products and services in any manner whatsoever, including use of residual knowledge gained as a result of the performance of the services in connection with the Agreement.

5. PAYMENT.

5.1 Customer agrees to pay Coiled the applicable fees listed in each Order Form. In addition, Customer will reimburse Coiled for all pre-approved travel and living expenses incurred in the provision of Consulting Services and Training Services. Customer will pay Coiled all sales, use, and excise taxes levied upon the delivery or use of the taxable Products and Services described in this Agreement, unless Customer provides Coiled a valid tax exemption certificate or direct pay permit. Customer will pay all import or export, value added or other tax or duty, and all government permit, withholding or license fees, and custom or similar fees, levied upon the delivery or use of Products and Services described in this Agreement. If any applicable law requires Customer to withhold amounts from any payments to Coiled under this Agreement, (a) Customer shall effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Coiled with tax receipts evidencing the payments of such amounts and (b) the sum payable by Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, Coiled receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Coiled would have received and retained absent the required deduction or withholding. All Coiled-supplied Products and Support and Maintenance will only be delivered to Customer electronically through the Internet. All invoices will be paid within thirty (30) days from the date of the invoice. Except as set forth in this Agreement, fees are non-refundable.

5.2 Certification and Audit Rights. Customer will provide Coiled with access to the Customer's cloud account running the Products in order to determine usage for billing

purposes. In addition, upon Coiled's written request, Customer shall promptly furnish Coiled with a written certification, signed by an authorized representative of Customer providing the actual amount of licenses of the Products in use, and certifying that the Customer has not exceeded the amount of paid licenses and is in compliance with the terms of this Agreement. Customer will maintain accurate records as to its installation and use of the Products as authorized by this Agreement, for at least two (2) years after the expiration or termination of this Agreement. Coiled, or persons designated by Coiled, will, at any time during the period when Customer is obliged to maintain such records, be entitled to audit such records and to ascertain completeness and accuracy, in order to verify that the Products are used by Customer in accordance with the terms of this Agreement and that Customer has paid the applicable license fees and Support and Maintenance fees for the Products. Customer shall promptly pay to Coiled any underpayments revealed by any such audit. Any such audit will be performed at Coiled's expense, provided, however, that Customer shall promptly reimburse Coiled for the cost of such audit and any applicable fees if such audit reveals an underpayment by Customer of the fees payable by Customer to Coiled for the period audited.

6. LIMITED WARRANTY AND LIMITATION OF LIABILITY.

6.1 Products. Coiled warrants to Customer only that, for a period of sixty (60) days following the date the Products are initially licensed by Customer, the Products will substantially conform to the description contained in the applicable Documentation ("Warranty Period"). If during the Warranty Period the Products do not substantially conform to the description contained in the applicable Documentation, Coiled shall correct such nonconformities in accordance with the Support and Maintenance terms.

6.2 Services. Coiled warrants that the Services to be performed hereunder will be done in a workmanlike manner and shall conform to standards of the industry. If the Services are not performed as set forth above, Coiled will re-perform the applicable Services.

6.3 The remedies in Section 6.1 and 6.2 are Customer's sole and exclusive remedies for breach of warranty and Coiled's sole and exclusive liability for breach of warranty.

6.4 The warranties in Sections 6.1 and 6.2 are made to and for the benefit of Customer only. The warranties will apply only if:

6.4.1 the Products have been properly installed and used at all times and in accordance with the instructions in the applicable Documentation,

6.4.2 no modification, alteration or addition has been made to the Products by persons other than Coiled, and

6.4.3 Coiled receives written notification of the breach, in the case of the warranty in Section 6.1, within sixty (60) days following the date the Products were initially licensed by Customer, and in the case of the warranty in Section 6.2, within three (3) days following the performance of the relevant Services.

6.5 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 AND 6.2 ABOVE, COILED MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SERVICES, SUPPORT AND MAINTENANCE, DELIVERABLES, WORK PRODUCT, PRODUCTS, THE DOCUMENTATION OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. COILED DOES NOT WARRANT THAT THE SERVICES, SUPPORT AND MAINTENANCE, DELIVERABLES, WORK PRODUCT, PRODUCTS, THE DOCUMENTATION OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT WILL OPERATE UNINTERRUPTED OR THAT THEY WILL BE FREE FROM DEFECTS OR THAT THE PRODUCTS ARE DESIGNED TO MEET CUSTOMER'S BUSINESS REQUIREMENTS. COILED HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SERVICES, SUPPORT AND MAINTENANCE, DELIVERABLES, WORK PRODUCT, PRODUCTS, THE DOCUMENTATION OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

6.6 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL COILED HAVE ANY LIABILITY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL COILED'S LICENSORS HAVE ANY LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, COILED'S TOTAL AGGREGATE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WHATSOEVER ARISING HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY COILED'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE FEES PAID BY CUSTOMER TO COILED FOR THE SPECIFIC PRODUCTS OR SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM FIRST AROSE. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND COILED. COILED'S FEES FOR THE

PRODUCTS, SERVICES AND SUPPORT AND MAINTENANCE REFLECT THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

7. INDEMNIFICATION.

7.1 General. Each party will indemnify, defend and hold harmless the other party from and against all claims arising out of or alleged to have arisen out of: (a) the gross negligence or willful misconduct of such party, its employees or agents, or (b) bodily injury or death of any person or damage or destruction to any real or tangible personal property resulting from the negligent performance of such party's obligations under this Agreement.

7.2 Intellectual Property.

7.2.1 Indemnity. Subject to the remainder of this Section, Coiled shall defend Customer against any third party claim that the Products infringe such third party's U.S. patent or copyright ("Infringement Claim"), and indemnify Customer from the resulting costs and damages awarded against Customer to the third party making such Infringement Claim, by a court of competent jurisdiction or agreed to in settlement, provided that Customer (i) notifies Coiled promptly in writing of such Infringement Claim, (ii) grants Coiled sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a Coiled request for assistance. Coiled will have the exclusive right to defend any such Infringement Claim and make settlements thereof at its own discretion, and Customer may not settle or compromise such Infringement Claim, except with prior written consent of Coiled. Customer may assist in the defense and settlement of the Infringement Claim, at Customer's sole expense.

7.2.2 Remedies. Should any Products become, or in Coiled's opinion be likely to become, the subject of such an Infringement Claim, Coiled shall, at its option and expense, (a) procure for Customer the right to make continued use thereof, (b) replace or modify such so that it becomes non-infringing, or (c) request return of the Products and, upon receipt thereof, the corresponding licenses are terminated and Coiled shall refund the prepaid but unused fees paid for the infringing Products.

7.2.3 Exclusions. Coiled shall have no liability if the alleged infringement is based on (1) combination with non-Products, provided, however, that Third Party Products delivered by Coiled with the Products and unmodified by Customer shall not be deemed to be non-Products, for purposes of the foregoing exclusion, (2) use for a purpose or in a manner for which the Products were not designed, (3) use of any older version of the Products when use

of a newer Coiled revision would have avoided the infringement, (4) any modification of the Product, (5) open source software, or (5) any intellectual property right owned or licensed by Customer, excluding the Products.

7.2.4 Limitation. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND COILED'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

8. TERM AND TERMINATION. The term ("Term") of this Agreement shall commence on the Effective Date of this Agreement and shall continue until terminated as set forth in this Agreement. Either party may terminate this Agreement (including all related Order Forms) upon giving notice in writing to the other party if the other party (i) ceases to do business in the ordinary course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency, which proceeding, if involuntary, is not dismissed within sixty (60) days, (iv) makes an assignment for the benefit of its creditors, or (v) commits a material breach of this Agreement and has failed to cure such breach within thirty (30) days following a request in writing from the notifying party to do so. Upon the expiration or termination of this Agreement, (a) all licenses granted herein shall terminate, (b) Customer shall have no further rights to receive Services and (c) Sections 1.2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 will survive.

9. MISCELLANEOUS.

9.1 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, and any such assignment in violation of this Section shall be void, except that upon written notice to the other party (i) either party may assign this Agreement or rights granted hereunder to an Affiliate without the consent of the other party and (ii) 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. Any other assignment in violation of this Section shall be void. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns.

9.2 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in

person, five (5) business days after deposit in the mail as set forth above, or two (2) days after delivery to an overnight air courier service. Notices shall be sent to:

If to Coiled:

Coiled Computing, Inc.

1412 Broadway, 21st Floor

New York, NY 10018

Attn: Contracts Manager

If to Customer:

To the address on the most recent Order Form

Attn: Contracts Manager

9.3 No Warranties. No employee, agent, or representative of Coiled has authority to bind Coiled to any oral representations or warranty concerning the Products. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

9.4 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

9.5 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

9.6 Severability. If any provision in this Agreement (including, without limitation, the prohibition on de-compiling or reverse engineering) is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent possible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

9.7 Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written. Without limiting the foregoing, this Agreement will supersede over (i) any terms in click-through agreements with respect to the Products and/or Services, including without limitation, any agreements imposed during a vendor registration process and any end user license agreement that may be embedded within the Products, except for terms regarding Open Source Software which are incorporated herein by reference under Section 1.3 and (ii) any terms and conditions printed on the Coiled's invoices or on Customer's purchase orders, unless such terms and conditions are expressly stated as an amendment to this Agreement and duly signed on behalf of both parties. Purchase orders will be for the sole purpose of defining quantities, prices and describing the Products and Services to be provided under this Agreement, and to this extent only are incorporated as a part of this Agreement and all other terms in purchase orders are rejected. No amendment, modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. If an inconsistency exists between the terms of this Agreement and the terms of any statement of work, the terms of the statement of work will control.

9.8 Government Regulations. Customer may not export or re-export the Products except in compliance with the United States Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. The Products and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Products and Documentation by the U.S. Government shall be governed solely by the terms of this Agreement.

9.9 Language. This Agreement is in the English language only, which shall be controlling in all respects. Any versions of this Agreement in any other language shall be for accommodation only and shall not be binding upon either party. All communications, notices, and documentation to be furnished hereunder shall be in the English language only.

9.10 Independent Contractors. The relationship of Coiled and Customer established by this Agreement is that of independent contractors. Nothing contained herein shall constitute either party the agent of the other party, or otherwise grant either party the authority to bind the other party to any obligation, or constitute the parties as partners or joint venturers and

neither party shall hold itself out as being an agent having such authority. Customer shall make no representations or warranties on behalf of Coiled with respect to the Products or Services.

9.11 Confidential Information. This Agreement supersedes any applicable non-disclosure agreements between the parties. The Receiving Party shall not: (i) disclose any Confidential Information to any third party, except as otherwise expressly permitted herein, (ii) make any use of Confidential Information except: (a) to exercise its rights and perform its obligations under this Agreement, or (b) in connection with the parties' ongoing business relationship, or (iii) make Confidential Information available to any of its employees or consultants except those that have agreed to obligations of confidentiality at least as restrictive as those set forth herein and have a "need to know" such Confidential Information. The Receiving Party is liable for all acts and omissions of its employees and consultants to the extent that such act or omission would be a breach of this Agreement if done by Receiving Party. The Receiving Party shall be held to the same standard of care as it applies to its own information and materials of a similar nature, and no less than reasonable care. The Receiving Party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the Receiving Party provides prompt written notice thereof to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. The Receiving Party shall protect Confidential Information in the manner provided herein for five (5) years after receipt thereof, unless such obligation ceases earlier pursuant to this Section, provided that to the extent the Confidential Information constitutes a trade secret(s) under law, the Receiving Party shall protect such information for so long as it qualifies as a trade secret under applicable law. Notwithstanding anything to the contrary herein, neither party shall disclose the terms and conditions of this Agreement to any third party, without the prior written consent of the other party, provided that each party may disclose the terms and conditions of this Agreement without the prior written consent of the other party: (a) as required by any court or other governmental body; (b) as otherwise required by law; (c) to legal counsel of the parties; (d) in confidence, to accountants, banks, and financing sources and their advisors, (e) in connection with the enforcement of this Agreement or rights under this Agreement, or (f) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

9.12 Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement. Neither party is bound until both parties have signed the agreement and have delivered a signed copy of the agreement to the other party. This Agreement may be executed and delivered by facsimile or other electronic means and the parties agree that such facsimile or other electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile or other electronic signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

9.13 Governing Law. This Agreement will be governed by the laws of the State of New York and the United States of America, without regard to conflict of law principles. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts located in New York, New York for resolution of any disputes arising out of this Agreement and waive all objections thereto. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act (UCITA) will apply in any respect to this Agreement.

9.14 Headings. The headings in this Agreement are for purposes of reference only and will not in any way limit or affect the meaning or interpretation of any of the terms hereof.

10. DEFINITIONS.

“Affiliate” means an entity that a party, directly or indirectly, controls, an entity that controls a party or an entity that is under common control with a party. For purposes of this Agreement, “control” means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity.

“Authorized Subcontractor” means a subcontractor authorized by Customer to use a Product for Customer’s own internal business operations and who agrees to abide by the terms of this Agreement.

Customer shall be liable for any failure by such subcontractors to comply with the terms of this Agreement.

“Central Processing Unit (CPU)” means the primary component of a computer that processes instructions. It will contain one or more processors, which are the actual chips inside the CPU that performs calculations. A compute server will contain one or more CPUs.

“Confidential Information” means information or materials provided by one party (“Disclosing Party”) to the other (“Receiving Party”) which are in tangible form and labeled “confidential” or the like, or, if disclosed orally, are identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, are summarized, appropriately labeled and provided in tangible form. The following information shall be considered Confidential Information whether or not marked or identified as such: information regarding Coiled pricing, product roadmaps and strategic marketing plans. Confidential Information excludes information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the Receiving Party, (ii) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure, (iii) is disclosed with the prior written approval of the Disclosing Party, (iv) was independently developed by the Receiving Party without any use of Confidential Information of the Disclosing Party, or (v) becomes known to the Receiving

Party, without restriction, from a source other than the Disclosing Party. Except as otherwise indicated in this Agreement, the term “Disclosing Party” also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term “Receiving Party” also includes all Affiliates of the Receiving Party.

“**Connectors**” means the extensions that allow the Products to be integrated with third party software.

“**Consulting Services**” means the consulting services, if any, set forth on an applicable Order Form and on an applicable Statement of Work.

“**Deliverables**” means any deliverables provided by Coiled to Customer in the performance of Consulting Services, provided that Deliverables do not include the Coiled proprietary software products.

“**Documentation**” means any end user manuals or on-line help files regarding the use of the Products that accompany the Products, as revised by Coiled from time to time.

“**Funded Development**” means the development of improvements to an existing product which is intended to be contributed for use by multiple customers.

“**Graphical Processing Unit (GPU)**” means a processor designed to handle graphics operations. This includes 2D and primarily 3D calculations. A graphics server will contain one or more GPUs.

“**Open Source Software**” means various open source software components that are provided with the Products or Deliverables, as applicable and licensed under the terms of applicable open source license agreements included in the materials relating to such software, provided that in no event shall the Products or Deliverables include Open Source Software. Open Source Software is composed of individual software components, each of which has its own copyright and its own applicable license conditions.

“**Order Form**” means the document executed by Coiled and Customer defining the Products, Open Source Products and Services.

“**Products**” means the Coiled products listed in the applicable Order Form.

“Services” means collectively, Consulting Services, Training Services and Support and Maintenance.

“Subscription” means a term license and annual Support and Maintenance for the Products unless otherwise provided in the applicable Order Form.

“Support and Maintenance” means the support services set forth at <https://coiled.io/coiled-support-and-maintenance-terms>.

“Coiled Support Portal” means the portion of the Coiled website through which Coiled offers Support and Maintenance.

“Term” shall have the meaning set forth in Section 8.

“Training Materials” means the training courses and materials provided by Coiled to Customer in the provision of Training Services.

“Training Services” means the training services, if any, set forth on an applicable Order Form.

“User” means Customer's employees or Authorized Subcontractors who access or use the Product.