



ZEDEDA TERMS OF SERVICE

1. SUBSCRIPTION

1.1 License. During the Term (as defined below) specified on an Order Form issued by ZEDEDA or ZEDEDA's authorized reseller, ZEDEDA grants to the Customer identified on the Order Form a non-exclusive, non-transferable, non-sublicensable subscription license to use the ZEDEDA Service (as defined below) for Customer's internal business purposes, in accordance with the end user or technical documentation provided by ZEDEDA to Customer (the "Documentation") for the number of instances under management set forth in the Order Form (the "Scope"). "ZEDEDA Service" shall mean: (a) the ZEDEDA cloud software known as ZEDCloud as a service solution supporting the Edge Virtualization Engine Operating System ("EVE OS"), which is licensed to Customer under the ZEDEDA Maintenance and Support agreement, as referenced in the Order Form, (b) the software solution underlying and contained in the Services; (c) any Documentation, and (d) any updates, upgrades, and/or modifications of the foregoing which ZEDEDA provides to Customer. For the avoidance of doubt, ZEDEDA Service shall at no time include the EVE OS.

1.2 Restrictions. Except as expressly authorized in this Agreement, Customer shall not, and shall not authorize any third party to: (a) sublicense, transfer, loan, distribute, use or duplicate the ZEDEDA Service, or any portion thereof; (b) use the ZEDEDA Service by, or for the benefit of any third party; (c) modify, translate, or prepare derivative works based upon the ZEDEDA Service; (d) reverse-compile or decompile, disassemble or otherwise reverse engineer the ZEDEDA Service, except to the extent expressly required to be permitted by applicable law; (e) alter, remove, or obscure any copyright, trademark, or other proprietary notices on or in the ZEDEDA Service; (f) use the ZEDEDA Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or other rights; and/or (g) use the ZEDEDA Service to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs. Customer shall make any disclosures and obtain any consents as required by any applicable law, rule or regulation for the use, processing, transfer, disclosure, or access to Customer data by the ZEDEDA Service. Except for the license expressly granted by ZEDEDA to Customer under this Agreement, ZEDEDA and its licensors reserve all right, title and interests in and to the ZEDEDA Service and any derivative works derived therefrom, and all intellectual property rights therein.

1.3 User Accounts. Customer is responsible for maintaining and updating its account information to ensure it is accurate and complete. Customer is responsible for all activities conducted under its user logins and for its users' compliance with this Agreement, and with all applicable laws and regulations. Unauthorized use, resale or commercial exploitation of the ZEDEDA Services in any way is expressly prohibited. Customer will be liable for any breach of this Agreement by any of its users. In addition to its other remedies hereunder, ZEDEDA reserves the right upon notice to Customer to terminate any user's right to access the ZEDEDA Service if such user has violated any of the restrictions contained in this Agreement.

2. PROFESSIONAL SERVICES. If the parties agree ZEDEDA will provide professional services related to the ZEDEDA Service, including without limitation, training or implementation services ("Professional Services") as set forth on an Order Form, ZEDEDA will provide those Professional Services in accordance with a statement of work to be agreed between the Parties for such Professional Services ("SOW"). ZEDEDA may need to rely on Customer for access to certain customer hardware, software, systems, data and personnel to provide the Professional Services. ZEDEDA's responsibility to provide the Professional Services will be adjusted equitably to reflect Customer's actions or inactions or changes to Customer's systems.

3. SUPPORT. Subject to Customer's payment of the applicable subscription Fees as set forth in the Order Form, ZEDEDA shall provide Support for the ZEDEDA Service as set forth in Exhibit A during the Term.

4. PAYMENT. In consideration for the subscription to the ZEDEDA Service or the delivery of any Professional Services, Customer shall pay to ZEDEDA the Fees in the amounts and at the times specified on the Order Form or in an SOW. All Fees are payable in USD only. Excluding taxes based on ZEDEDA's income, Customer is liable for all taxes, duties and customs fees associated with the Fees, whether or not ZEDEDA invoices Customer for them. Past due accounts shall be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law. At the end of each calendar quarter during the Term, ZEDEDA may invoice Customer for any additional Devices which are more than five percent (5%) above the quantity for which Customer has paid Fees, prorated for the remainder of the Initial Term or then-current Renewal Term. Except as otherwise expressly provided in this Agreement, Customer shall not be entitled to any refund of any Fees paid for the ZEDEDA Service if Customer fails to use full Scope of the license during the applicable License Term.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall commence on the Effective Date and shall continue for the Initial Term set forth on the Order Form. At the end of the Initial Term, this Agreement will automatically renew for additional twelve (12) month terms (each, a "Renewal Term") unless either party provides notice to the other at least sixty (60) days before the end of the Initial Term or then-current Renewal Term. Except as provided in

an Order Form, the fees for any Renewal Term will be at ZEDED A's then-current rate. The Initial Term and any Renewal Terms are collectively the "Term".

5.2 Termination. This Agreement may be terminated by either party: (a) upon thirty (30) days written notice if the other party materially breaches any provision of this Agreement and the breach remains uncured within that thirty (30) day period; or (b) effective immediately, if the other party ceases to do business, otherwise terminates its business operations, becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, or comparable proceeding, or if any proceeding is filed against it (and not dismissed within ninety (90) days); or (c) effective immediately, upon any breach of Section 1.1 or Section 7.5 of this Agreement.

5.3 Effect of Termination. Upon any expiration or termination of this Agreement: (a) all licenses and rights granted by ZEDED A to Customer hereunder shall terminate; (b) Customer will cease all use of the ZEDED A Service; (c) Customer shall immediately return to ZEDED A or destroy all duplicates, and any ZEDED A Confidential Information in its possession or control; and (d) Customer shall pay to ZEDED A within thirty (30) days of the date of termination any fees accrued prior to the date of termination and, if this Agreement is terminated for any reason other than ZEDED A's uncured breach, any fees that would have been payable for the remainder of the Initial Term or then-current Renewal Term. With respect to Professional Services only: except in the event of termination for Customer's uncured breach, Customer shall be entitled to a refund for any prepaid and unused Fees for Professional Services only.

5.4 Survival. The provisions of Sections 1.1, 4, 5, 6, 7.4, 7.5, 8 and 9 shall survive and remain effective after the effective date of termination or expiration of this Agreement.

6. INDEMNIFICATION. ZEDED A, at its own expense (including payment of reasonable attorneys' fees, expert fees and court costs), shall defend Customer from any and all third party claims that the ZEDED A Service infringes any patent or copyright or misappropriates any third party's trade secret and shall indemnify Customer from any amounts assessed against Customer in a resulting judgment or amounts to settle a claims, provided that Customer: (a) gives ZEDED A prompt written notice of any claim; (b) permits ZEDED A to solely control and direct the defense or settlement of any claim; and (c) provides ZEDED A all reasonable assistance in connection with the defense or settlement of any claim. If Customer's use of the ZEDED A Service is (or in ZEDED A's opinion is likely to be) enjoined, ZEDED A, at its expense and in its sole discretion, may: (a) procure the right to allow Customer to continue to use the ZEDED A Service, or (b) modify or replace the ZEDED A Service to become non-infringing, or (c) terminate Customer's right to use the affected portion of the ZEDED A Service and refund any pre-paid, unused Fees paid therefor. ZEDED A shall have no obligations under this Section to the extent any infringement claim is based upon or arising out of: (u) ZEDED A's compliance with Customer's custom requirements or specifications if and to the extent such compliance resulted in the infringement, (v) any claim to the extent relating to any third party products or Customer's data, (w) any modification or alteration to the ZEDED A Service not made by or on behalf of ZEDED A; (x) any combination or use of the ZEDED A Service with products or services not approved by ZEDED A in writing; (y) Customer's continuance of allegedly infringing activity after being notified thereof by ZEDED A in writing; and/or (z) use of the ZEDED A Service not in accordance with the terms of this Agreement or in violation of applicable law. The remedies set forth in this Section constitute Customer's sole and exclusive remedies, and ZEDED A's entire liability, with respect to infringement or misappropriation of third-party intellectual property.

7. WARRANTY; SUPPORT; DISCLAIMER; LIMITATION OF LIABILITY.

7.1 ZEDED A Service Warranty. ZEDED A warrants to Customer that, during the Term the ZEDED A Service will materially perform in accord with the Documentation at the Service Level Availability attached as Exhibit A hereto (the "SLA"). ZEDED A's entire liability and Customer's sole and exclusive remedy for any breach of the preceding warranty will be for ZEDED A to provide the Service Credits as set forth in the SLA, or if in ZEDED A's judgment, ZEDED A will be unable to meet the Service Level Availability, to refund the Fees paid for any period during which the ZEDED A Service are non-conforming and any pre-paid, unused Fees and to terminate this Agreement. The warranties in this Section 7.1 do not cover non-conformances due to: (x) any modification, reconfiguration or maintenance of the ZEDED A Service performed by anyone other than ZEDED A; (y) any use of the ZEDED A Service on a system that does not meet ZEDED A's minimum standards; or (z) any software or hardware not provided by ZEDED A. ZEDED A shall be responsible under this Section 7.1 only if Customer provides ZEDED A with a written warranty claim detailing the non-conformance in the ZEDED A Service within thirty (30) days of the non-conformance.

7.2 ZEDED A further warrants to Customer that, during the Term (i) ZEDED A will perform best efforts consistent with industry-standards to ensure that the ZEDED A Services will be free of viruses, malware, worms, time bombs, Trojan Horses, software locks, phone-home mechanisms, backdoors, trapdoors, contaminants, and other harmful or malicious code that may harm the Customer's computer systems or network and (ii) ZEDED A and the Services are in compliance with all terms of any Open Source License (as defined below) applicable to any portion of the ZEDED A Services, including all terms related to notice, attribution, and access to source code.

7.3 Professional Services Warranty. ZEDED A represents and warrants to Customer that all Professional Services provided hereunder shall be performed in a manner conforming to generally accepted industry standards and practices for similar services. ZEDED A's entire liability and Customer's sole and exclusive remedy for any breach of the preceding warranty will be for ZEDED A to re-perform the nonconforming Professional Services, provided that ZEDED A must have received

written notice of the nonconformity from Customer no later than thirty (30) days after the original performance of the services by ZEDED A.

7.4 ZEDED A DOES NOT REPRESENT OR WARRANT THAT THE ZEDED A SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE ZEDED A SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE ZEDED A SERVICES WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE ZEDED A SERVICES AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY ZEDED A. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE, RELIABLE OR SUFFICIENT FOR ITS PURPOSES.

7.5 Except for a breach by either party of its obligations under sections 1.1 or 8 of this Agreement, (a) in no event shall either party be liable for consequential, exemplary, punitive, incidental, indirect or special damages or costs, including lost profits or costs of procurement of substitute goods, whether or not the party has been advised of the possibility of those damages or costs; and (b) in no event will the aggregate liability of either party, or any of ZEDED A's third party licensors under this Agreement (under any theory of liability) exceed the Fees received by ZEDED A from Customer (and in the case of Customer's liability, Fees paid and due to ZEDED A) in the twelve (12) month period prior to the claim, whether any remedy set forth herein fails of its essential purpose or otherwise.

8. CONFIDENTIAL INFORMATION:

8.1 "Confidential Information" means any non-public data, information and other materials regarding the products, services or business of a party (and if either party is bound to protect the confidentiality of any third party's information, of that third party) provided to the other party. Without limiting the foregoing, the ZEDED A Service, any performance data, benchmark results, and technical information relating thereto, the Documentation, ZEDED A's pricing information and the terms and conditions of this Agreement (but not its existence) are the Confidential Information of ZEDED A. Confidential Information shall not include information which: (a) is already known to the Receiving Party without restriction prior to disclosure by the Disclosing Party; (b) becomes publicly available without fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; or (d) is required to be disclosed by law or governmental regulation, provided that the Receiving Party provides reasonable notice to Disclosing Party of the required disclosure and reasonably cooperates with the Disclosing Party in limiting the disclosure.

8.2 Disclosure and Use. Each party (the "Receiving Party") agrees to keep the Confidential Information of the other party (the "Disclosing Party") in confidence and not to use the Confidential Information except in performing hereunder. Except as expressly authorized herein, the Receiving Party agrees to: (a) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case with less than reasonable care; and (b) disclose the Disclosing Party's Confidential Information only to those employees and contractors of the Receiving Party who have a need to know the information for the purposes of this Agreement, provided that any employee and contractor shall be subject to a binding written agreement with respect to Confidential Information at least as restrictive as the terms of this Agreement. The Receiving Party shall indemnify and hold the Disclosing Party harmless for any non-compliance of the Receiving Party's employee or contractor with the terms of this Agreement. Subject to an appropriate obligation of confidentiality, ZEDED A may disclose the terms of this Agreement and any other ordering or purchasing documents between the parties related to this Agreement to its third-party licensors for the purpose of ZEDED A's compliance with the terms of the license agreements with those third-party licensors.

9. GENERAL:

9.1 Security. During the Agreement Term, ZEDED A will maintain a security program that materially complies with generally accepted industry standards. ZEDED A will maintain the physical and technical safeguards further described in ZEDED A's SOC 2 Type II report as updated from time to time, available from ZEDED A upon request, subject to appropriate confidentiality terms and conditions.

9.2 Ownership. Customer acknowledges and agrees that as between ZEDED A and Customer, all right, title and interest in and to the ZEDED A Services and all enhancements, modifications and derivatives thereof (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith) are and shall remain with ZEDED A or its licensors, and ZEDED A in no way conveys any right or interest in the ZEDED A Services other than a limited license to use, as set forth in this Agreement. ZEDED A also retains ownership of all right, title and interest in and to all know-how related to the ZEDED A Services. All rights to the ZEDED A Services not expressly granted to Customer under this Agreement are reserved by ZEDED A. ZEDED A also retains ownership of any information, data, technology and materials other than the ZEDED A Services (or the software contained in the ZEDED A Services) that ZEDED A makes available in connection with the ZEDED A Services, including any Service documentation, sample code, software libraries and other related technology and materials.

9.3 Reporting. Customer acknowledges that the ZEDED A Service may contain automated reporting routines that will automatically identify and analyze certain aspects of use and performance of the ZEDED A Service and/or the systems on

which they are installed, as well as the operator and operating environment (including problems and issues that arise in connection therewith), and provide e-mail and other reports to ZEDED. ZEDED will be free to use for development, diagnostic and corrective purposes any data and information it so collects relating to diagnosis, problems, systems, performance, use or functionality.

9.4 Compliance with Laws; Export Control. Customer shall use the ZEDED Service in compliance with all applicable laws, statutes, rules and regulations. Customer will not export, re-export, use, or divert the ZEDED Services to or on behalf of (a) any country that is subject to U.S., EU or UN economic sanctions administered by the US Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Commission or the UN, including but not limited to Burma, Cuba, Iran, the Crimea region of Ukraine, Sudan, Syria and North Korea; (b) the government of any country sanctioned by any of the above, wherever located; or (c) persons or entities identified as "Specially Designated Nationals" by OFAC or sanctioned pursuant to applicable EU Regulation, or persons or entities that are owned or controlled by such person or entity. Customer shall not distribute or supply the ZEDED Services to any person if it has reason to believe that such person intends to export, re-export or otherwise transfer the ZEDED Services to, or use the ZEDED Services in or for the benefit of, any such OFAC- or EU sanctioned countries, governments, persons, or entities. Customer shall not use the ZEDED Services in connection with the commission of terrorist acts or the design, development, production, or use of nuclear, biological, or chemical weapons; missiles; or unmanned aerial vehicles. You shall not export, re-export, or transfer the ZEDED Services to any person or entity with knowledge or reason to know that any of the prohibited activities identified in this section are intended by such person or entity. Without limiting the foregoing, Customer shall not commit any act which would, directly or indirectly, violate, or which may cause ZEDED to violate, any United States, EU or local law, regulation, treaty or agreement relating to the export or re-export of the ZEDED Services. At Customer's expense, Customer shall obtain any government consents, authorizations, or licenses required for Customer to exercise its rights and to discharge its obligations under this Agreement. Customer acknowledges that its data, once placed on the ZEDED Services may constitute an export of its data by the Customer to one or more foreign jurisdictions. Customer shall not cause any such export of data in violation of the laws of the United States and/or such other foreign jurisdictions.

9.5 Open Source Code. Components of the ZEDED Service and the ZEDED Cloud may be covered by so-called "open source" software licenses ("Open Source Software"). Customer's use of any Open Source Software is subject to and governed by the applicable license accompanying, linked to or embedded in that Open Source Software (each an "Open Source License"). ZEDED grants Customer a license to use the Open Source Software to the full extent permitted by the applicable Open Source License.

9.6 Notice. Any and all notices or other information to be given by one of the parties to the other shall be deemed sufficiently given when forwarded by certified mail (receipt requested), overnight delivery or hand delivery to the other party to the address set forth on the Order Form. Notices shall be deemed to have been received on the first business day following the day of overnight transmission or hand delivery or on the fifth business day following the day of forwarding by certified mail. The address of either party may be changed at any time by giving ten (10) business days prior written notice to the other party in accordance with the foregoing.

9.7 Relationship of the Parties. Neither the making of this Agreement nor the performance of its provisions shall be construed to constitute either of the parties hereto an agent, employee, partner, joint venturer, or legal representative of the other.

9.8 U.S. Government End-Purchaser. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all ZEDED Service and accompanying documentation provided by ZEDED are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these terms and shall be prohibited except to the extent expressly permitted by these terms.

9.9 Severability; Waiver. Should any term of this Agreement be declared void or unenforceable that provision shall be modified or eliminated to the minimum extent necessary and the declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to future breaches.

9.10 Assignment. Neither this Agreement, nor any rights, licenses or obligations hereunder, may be assigned by Customer without the prior written consent of ZEDED. Any attempted assignment in violation of this Agreement shall be void and without effect.

9.11 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California, excluding rules governing conflict of law and choice of law. The federal and state courts within Santa Clara County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of, and venue in, those courts and service of process being affected upon it by registered mail and sent to the address set forth at the beginning of this Agreement. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) and the Uniform Computer Information Transaction Act or similar federal or state laws or regulations shall not apply to this Agreement nor to any dispute or transaction

arising out of this Agreement. The party prevailing in any dispute under this Agreement shall be entitled to its costs and legal fees.

9.12 Entire Agreement. This Agreement and the Exhibits attached hereto sets forth the entire agreement of the parties with respect to the subject matter contained herein, and no oral or written statement or representations not contained in this Agreement shall have any force or effect. This Agreement may be amended only upon the written consent of both parties.

EXHIBIT A

SERVICE LEVEL AVAILABILITY

1. Definitions.

- a. "Uptime" is defined as all times when the ZEDED A Service is available to be accessed and performing in accordance with the applicable Service documentation issued by ZEDED A.
- b. "Downtime" is defined as all times when the ZEDED A Service is not available to be accessed, or is not performing in accordance with the applicable Service documentation issued by ZEDED A, provided Downtime will not include Exception Times as described in the formula below.
- c. "Errors" means verified and reproducible malfunctions of the ZEDED A Service that prevents the ZEDED A Service from performing as described in Documentation.
- d. "Exception Times" are exceptions to the calculation of Downtime. Exception Times include times that Customer is unable to access the ZEDED A Service due to: (i) maintenance performed during Scheduled Downtime (as defined below); (ii) a force majeure event; (iii) problems with Customer's network, desktop, third party software applications, hardware or network connectivity; and/or (iv) misuse of the ZEDED A Service.
- e. "Scheduled Downtime" consists of times when ZEDED A performs system maintenance, backup and upgrade functions for the ZEDED A Service that will render the ZEDED A Service unavailable. For any Scheduled Downtime that will render the ZEDED A Service completely unavailable, ZEDED A will provide forty-eight (48) hours' notice (except to the extent required to respond to a security or similar emergency in which case ZEDED A will provide as much notice as possible). Customer may request that ZEDED A reschedule (at ZEDED A's discretion) any Scheduled Downtime for Customer's convenience.
- f. "Product Support Hours" are 8:00 a.m. to 7:00 p.m. Pacific Time, Monday through Friday, excluding holidays observed by ZEDED A in the United States.

2. **Support.** ZEDED A is committed to providing its Customers with necessary support and access to knowledgeable personnel. ZEDED A shall use commercially reasonable efforts to resolve Errors in a manner consistent with the requirements of this SLA.

a. **Severity Levels and Response Times.** Upon Customer's report of an Error, a ZEDED A representative will acknowledge the report by issuing a confirmation to Customer, either by phone or email, and ZEDED A will assign a severity level to the problem based on the type of issue reported, according to the following schedule:

Severity Level	Description of Problem	ZEDED A Target Response Times
Severity 1	An Error that (a) prevents the use of a critical function of the ZEDED A Service, or (b) causes unscheduled downtime in the ZEDED A Service.	Respond within four (4) hours of issue being logged; it is recommended that all severity 1 issues be logged via a dedicated email address to Product Support. Problem worked 24 x 7 x 365 until resolved or work around provided.
Severity 2	An Error under which the ZEDED A Service is still functioning, but under which one or more minor functions are limited, restricted or impaired.	Respond within eight (8) hours of issue being logged with ZEDED A Product Support. Problem worked 24 x 7 x 365 until resolved or work around provided.
Severity 3	Any other Error, questions related to the use of the ZEDED A Service; or a request to be considered for future enhancements.	Respond within two (2) Business Day of issue being logged with ZEDED A Product Support. Problem worked before next major update of the ZEDED A Service

b. **Customer's Obligations Relating to Support Requests.** In order to ensure that ZEDED A is able to meet the response times set forth above and provide Support in the most efficient manner, Customer agrees, in addition to using its reasonable efforts to provide ZEDED A with all relevant information reasonably necessary for ZEDED A to respond to a Support request and Customer's general cooperation: (a) to designate primary and secondary liaisons who have been trained on the ZEDED A Service and to provide ZEDED A with all necessary contact information for those individuals; (b) that all Support requests will be centralized through the primary and secondary liaisons; (c) to submit Support requests to ZEDED A's Product Support; (d) to use reasonable efforts to diagnose and resolve problems in the operation of Customer's interface to the ZEDED A Service prior to contacting ZEDED A for Support; (e) to use reasonable efforts to confirm that reported problems are due to a malfunction of the ZEDED A Service; (f) to use reasonable efforts to consult ZEDED A-supplied documentation before submitting questions about the ZEDED A Service to ZEDED A; and (g) to work with ZEDED A to return Support requests to reasonable levels if ZEDED A deems that Customer's Support requests exceed reasonable or typical levels for the ZEDED A Service. Customer must notify ZEDED A of any problems with the ZEDED A Service in a timely manner (depending on the circumstances, but in no

event later than thirty (30) days after becoming aware of an issue with the ZEDED A Service).

3. Service Level Agreement Warranty. As long as applicable Fees are paid as they become due and Customer has not breached the terms of the Agreement, ZEDED A warrants to Customer (the "SLA Warranty") that the System Availability, as calculated below, for the ZEDED A Service will be not less than 99.90% (the "SLA Target").

$$(n - y) * 100$$

System Availability = n

where: "n" is the total number of hours in a given calendar month excluding Scheduled Downtime, and Exception Times; and "y" is the total number of Downtime hours in the given calendar month. For months in which services commence on other than the first day of the month, the calculation of System Availability will be prorated accordingly.

4. SLA Warranty Credit Remedy. In the event ZEDED A fails to comply with the SLA Warranty, then as Customer's sole remedy and ZEDED A's sole liability, ZEDED A will issue to Customer a credit to be applied against fees payable under the Agreement in accordance with the following:

- First month of missed availability: 10% of the Fee paid for the applicable month for the ZEDED A Service
- Second consecutive month: 15% of the Fee paid for the applicable month for the ZEDED A Service
- Third consecutive month: 20% of the Fee paid for the applicable month for the ZEDED A Service
- Fourth consecutive month: 25% of the Fee paid for the applicable month for the ZEDED A Service
- Fifth consecutive month: 30% of the Fee paid for the applicable month for the ZEDED A Service

In order to receive credit hereunder, Customer must make a written request to ZEDED A within thirty (30) days of the end of the applicable month. Credits will expire at the termination or expiration of the Agreement.

5. Exclusion. ZEDED A shall have no obligation to support: (a) altered or damaged ZEDED A Service or any portion of ZEDED A Service incorporated with or into other software; (b) any ZEDED A Service that is not the then current release or immediately previous sequential release; (c) ZEDED A Service problems caused by Customer's negligence, abuse or misapplication, use of ZEDED A Service other than as specified in the ZEDED A's user manual or other causes beyond the control of ZEDED A; or (d) ZEDED A Service installed on any hardware that is not supported by ZEDED A. ZEDED A shall have no liability for any changes in Customer's hardware which may be necessary to use ZEDED A Service due to a workaround or maintenance release.

MAINTENANCE AND SUPPORT ADDENDUM

This Maintenance and Support Addendum governs the support and maintenance services provided by ZEDED A to Customer, if Customer has purchased commercial maintenance and support for EVE OS (the "Software") pursuant to a validly executed order form issued to ZEDED A by Customer (the "Order Form") and payment of all applicable fees for the support and maintenance as set forth in the Order Form ("Subscription Fee"). All support and maintenance services will be provided only with respect to the two most recent versions of the EVE-OS.

MAINTENANCE REVISIONS

"Maintenance Revision" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that ZEDED A may provide to Customer from time to time, which may include, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

TERM

The initial and any renewal term of this Maintenance and Support Addendum ("Maintenance Term") will correspond to the term of Customer's subscription for maintenance and support of the Software as provided in the Order Form and will continue and automatically renew until the end of such initial and any subsequent renewal term, unless terminated earlier in accordance with its terms, including without limitation (i) Customer's failure to pay ZEDED A's then-current support and Subscription Fees when due, (ii) expiration or termination of Customer's subscription to ZEDED A's ZEDCloud services or (iii) either Party gives the other Party written notice of non-renewal at least 60 days prior to the expiration of the then current term (each a "Renewal Maintenance Term"). Notwithstanding the foregoing, ZEDED A may elect at any time to not renew these Maintenance Program Terms in the event ZEDED A generally ceases providing support and maintenance services for the Software to its customers, in which case ZEDED A will provide Customer at least 90 days' written notice of its intent not to renew. In the event Customer wishes to renew the Maintenance Term after termination, ZEDED A may, as a condition of renewal after termination charge a reinstatement fee (not to exceed half of the then-applicable Subscription Fee) in addition to the Subscription Fee.

SERVICES

ZEDED A will provide to Customer during the Maintenance Term the following support and maintenance services with respect to the Software subject to Customer's payment of all applicable Subscription Fees:

- Maintenance Revisions that are generally made available by ZEDED A to its customers who have purchased a maintenance and support subscription for the Software as such Maintenance Revisions become available;

- Updates to Documentation as may from time-to-time become available;
- Technical Support – Please visit <https://ZEDEDA.com/support/> for technical support trouble ticket submissions and current phone number, or email ZEDEDA's Technical Support at support@ZEDEDA.com. Normal business hours during which ZEDEDA will provide technical support are posted on ZEDEDA's website.

ZEDEDA's obligations to provide the foregoing services are subject to Customer:

- Promptly providing notice to ZEDEDA's designated email address of any bugs or apparent programming error Customer become aware of;
- Providing ZEDEDA with such information as it may reasonably request to identify and replicate the bug or error, such as error diagnostic messages, diagnostic memory dumps, operator console logs, data file dumps, application Software listings, and a written explanation of the problem; and
- Using reasonable efforts before contacting ZEDEDA to resolve the error if it is not clearly related to an error in the Software. Such efforts will include, as appropriate: (1) a technical analyst attempting to resolve end-user issues based on personal knowledge or investigation; and (2) diagnostic investigation to define, isolate, and resolve the suspected error. The Maintenance Program does not cover any support or maintenance of Hardware vendor operating systems and other host system software, including Customer's own or third-party software.

SUBSCRIPTION FEE

Customer agrees to pay to ZEDEDA or the respective authorized ZEDEDA reseller (as applicable) a Subscription Fee for the subscription to the maintenance and support services in accordance with this Addendum and the Order Form. All fees are non-cancellable and non-refundable. ZEDEDA reserves the right to change the rates, applicable charges and usage policies and to introduce new charges by providing Customer at least 30 days' prior written notice (by email) of the change, but any such modifications will not apply until the start of Customer's next renewal term, unless there are new or additional services ordered by Customer.

Payment terms are set forth in the applicable Order Form. If the Order Form does not contain payment terms, payment is due in advance, thirty (30) days after receipt of invoice and shall be made in US Dollars. Customer will pay all pre-approved reasonable travel and out-of-pocket expenses incurred by ZEDEDA in connection with any support and maintenance services rendered.

Customer understands ZEDEDA may charge Customer a late charge of one and a half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, for any amounts not paid on time. Furthermore, ZEDEDA reserves the right to suspend or terminate this Addendum and Customer's access to the Support and Maintenance services if Customer does not fully pay Customer's invoices as they become due and payable.

Fees are exclusive of taxes. Customer is responsible for the payment of all sales, use and similar taxes arising from or relating to the Support and Maintenance services rendered hereunder, except for taxes related to ZEDEDA's net income and any taxes or obligations imposed upon ZEDEDA under federal, state and local wage laws.