

EXPANSE, INC.

Last Updated October 24, 2018

This Master Service Agreement (this “Agreement”) is the main agreement between Expanse, Inc. (“Expanse”) and the end customer and user of the Service (as defined below) (the “Customer”), including as part of a trial or Proof of Value (POV).

By accepting this Agreement, either by clicking a box indicating its acceptance or by executing an Order Form (as defined below) that references this Agreement, Customer agrees to the terms of this Agreement. If Customer and Expanse have executed a written agreement governing Customer’s access to and use of the Service, then the terms of such signed agreement will govern and will supersede this Agreement.

This Agreement is effective as of the earlier of the date that Customer accepts the terms of this Agreement as indicated above or first accesses or uses the Service (the “Effective Date”). Expanse reserves the right to modify or update the terms of this Agreement in its discretion, the effective date of which will be the earlier of (i) 30 days from the date of such update or modification and (ii) Customer’s continued use of the Service following such changes.

In consideration of the mutual covenants and agreements set forth in this Agreement, the parties hereby agree as follows:

1. Certain Definitions

The following terms have the meanings ascribed to them below. Other capitalized terms are defined in the Order Form or elsewhere in this Agreement.

“Customer Data” has the meaning ascribed to it in Section 6.1, below.

“Customer Network” means Customer’s and/or its Affiliates’ core business network that either Expanse has identified prior to the Subscription Term or Customer has requested Expanse include in its provision of the Service to Customer.

“Deliverables” means the Reports and any work product created as part of Professional Services that is designated in writing as work-made-for-hire.

“Documentation” means the documentation, specifications, or other written or electronic materials provided to Customer by Expanse related to the Service.

“Expanse Data” means the Software and any data that is generated by Expanse (without reference to the Customer Data) in the course of providing the Service or otherwise created or collected by Expanse as a result of its internet searches.

“IP List” means a list of Internet Protocol addresses (“IP Addresses”) associated with the Customer Network provided by Customer to Expanse for use in connection with the Service.

“Order Form” means a purchase order or other ordering document delivered to Expanse by Customer or a reseller setting forth, at a minimum, the start and end dates of the Subscription, the Subscription Term, the Fees, and the payment terms.

“Reports” means the reports exported from the Service by Customer (or prepared by Expanse for Customer’s benefit) by means of functionality available in the Service.

“Service” has the meaning set forth on the Order Form.

“Software” means all software applications, source code, development tools, libraries and utilities, including any modifications, updates, upgrades, and enhancements thereto, that Expanse uses, creates, and/or maintains in order to provide the Service to its customers.

“Subscription Term” means the length of time the Customer is granted access to the Service, as indicated on the applicable Order Form.

2. Provision of Service

2.1 Right to Access and Use the Service. Subject to the terms of this Agreement, Expanse grants Customer a royalty-free, nonexclusive, nontransferable, nonassignable, worldwide right to access and use the Service during each Subscription Term for its own internal, network security purposes (the “Subscription”). In order to provide the Service, Customer authorizes Expanse to conduct targeted Internet-based scanning of Customer’s network perimeter and of those of any affiliated companies.

2.2 Professional Services. Expanse may provide additional training, consulting, and advanced support services as agreed between the parties and set forth either in an addendum to this Agreement or on the Order Form (the “Professional Services”). Customer will own any Deliverables created by Expanse as part

of the Professional Services. Expanse will own any and all improvements to the Service or Software made by or on behalf of Expanse that arise out of the Professional Services. Any conflict between the terms of this Agreement and an Addendum will be resolved in favor of this Agreement.

2.3 Restrictions. Customer will not, and will not permit any third-party to: (a) use the Service other than in accordance with the terms of this Agreement; (b) decompile, disassemble, reverse engineer, or attempt to circumvent or exceed the account limitations or requirements of the Software or the Service; (c) sell, rent, lease, or otherwise commercially exploit the Service; (d) use the Service for the purpose of building a similar or competitive product or service to the Service, (e) use the Service, Reports, and/or any Expanse Data in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights, including any cyber-offensive operations aimed to damage, disrupt, degrade, or otherwise harm any third-parties, whether directly or indirectly; or (f) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Service (each of (a) – (f), a “Prohibited Use”).

2.4 Reports. During the Subscription Term, Expanse will make available Reports via the Service, or Customer may utilize the features and functionality available in the Service to download and/or export such Reports, so long as Customer does not (i) remove, modify, or obscure any copyright or other proprietary notices included on the Reports, (ii) make any copies (e.g., printouts, screenshots, or other images) of any such materials that are not made available via the features or functionalities available in the Service, or (iii) share, disclose, or otherwise provide the Reports (in whole or in part) to any third-party (other than Customer’s affiliates), without the prior written approval of Expanse. Notwithstanding the foregoing, Customer may make a reasonable number of copies of any Report for its own internal business use.

2.5 Service Availability. Expanse will use its best efforts to ensure that the Service is available in accordance with the service level terms set forth on Exhibit A (the “Service Level Agreement”).

2.6 Technical Support. Should Customer experience any errors, bugs, or other technical issues in its use of the Service, Expanse will provide the technical support services (the “Support”) described in the Service Level Agreement in order to resolve the issue or provide a suitable workaround. The fee for Support is included in the cost of the Subscription.

2.7 License to Customer Data. If Customer provides any Customer Data to Expanse, including an IP List(s), then Customer hereby grants, and represents and warrants that it has all rights necessary to grant, Expanse a limited right to use the Customer Data during the Subscription Term for the purpose of making the Service available to Customer.

3. Term and Termination

3.1 Term. The term of this Agreement will commence on the Effective Date and will continue for a period of three years (the “Initial Term”), regardless of whether Customer has any active Subscriptions to the Service. Thereafter this Agreement will automatically renew for successive one-year periods (each a “Renewal Term” and together with the Initial Term, the “Term”) unless either party provides 60 days prior written notice of its intent not to renew the then-current Term.

3.2 Termination for Cause. Either party shall have the right to terminate this Agreement or any Subscription immediately upon written notice to the other party: (a) if the other party breaches or fails to perform or observe any material term or condition of this Agreement and such default has not been cured within 30 days after written notice of such default to the other party; or (b) if the other party winds up its business or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

3.3 Effect of Termination. Sections 1, 2.3, 3.3, 4, 5, 7, 8.4, 9.1 (solely with respect to claims arising during the Term), 10 (solely with respect to claims arising during the Term), 11, 14, and 15 shall survive termination of this Agreement. If Customer terminates this Agreement for cause under Section 3.2, then Expanse will provide Customer a refund of any prepaid fees allocable to the remaining, then-current Subscription Term. Within 30 days after termination of this Agreement, the receiving party shall return to the disclosing party or, upon the disclosing party’s request, destroy, at the receiving party’s expense, all Confidential Information (as defined in Section 5.1, below) and materials containing any Confidential Information of the disclosing party.

4. Fees and Payment.

4.1 Fees. Customer will pay the fees for the Subscription set forth on the applicable Order Form (the “Fees”). Following receipt of the Order Form from Customer, Expanse will submit an invoice to Customer for the Subscription, and payment will be due on the terms set forth on the Order Form. Overdue payments will be subject to interest at the rate of 1.5% per month, or the maximum allowable under applicable law, whichever is less.

4.2 Taxes. Customer will be responsible for the payment of any and all local, state, federal, or foreign taxes, levies, and duties of any nature, including value-added, sales, use, and withholding taxes (“Taxes”). Customer is responsible for paying all Taxes, excluding only taxes based on Expanse’s net income. If

Expanse has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount will be invoiced to and paid by Customer unless Customer provides Expanse with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Confidentiality.

5.1 Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) constitutes the Disclosing Party’s confidential and proprietary information (“Confidential Information”). Expanse’s Confidential Information includes the Service, the Reports, and any information conveyed to Customer in connection with Support. Customer’s Confidential Information includes Customer Data and any Deliverables. Both parties will treat any Expanse Data concerning Customer’s network topology, including the Reports, as Confidential Information of the other party. Confidential Information does not include information which is (i) already known by the receiving party without an obligation of confidentiality; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.

5.2 Confidentiality Obligations. Each party will use Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party’s Confidential Information with the same standard of care as the Receiving Party uses or would use to protect its own Confidential Information, and with at least a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party’s Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a “Representative”). Each party shall be responsible for any breach of confidentiality by any of its Representatives. Each party’s obligations under this Section 5 will continue for a period of two years following termination of the Agreement.

5.3 Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party’s Confidential Information if required by laws so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure in a timely manner. If no protective order or other remedy is obtained by the Disclosing Party, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

6. Data Protection.

6.1 Customer Data. Customer may transfer a limited amount of information to Expanse which will consist exclusively of (i) a list or lists of IP addresses known to Customer to be within the network(s) that Customer requests Expanse to scan in connection with provision of the Service to Customer (the “IP List”), (ii) User login information for accessing the Service, including name, email, username, and password (“Authentication Data”), and (iii) data provided by Customer that is associated with Customer’s internet-facing assets (“Asset Data,” and collectively with the IP List and Authentication Data, “Customer Data”). Expanse uses Customer Data exclusively for the purpose of providing the Service to Customer, and Customer grants Expanse a limited license during the Subscription Term to use Customer Data to do so.

6.2. Security. Expanse maintains industry standard physical, technical, and administrative safeguards in order to protect Customer Data and Expanse Data.

6.3 No Access. Except for the Customer Data, Expanse does not (and will not) collect, process, store, or otherwise have access to any nonpublic information or data, including personal information, about Users, Customer’s network, or users of Customer’s products or services.

7. Ownership

7.1 Customer Property. Customer owns and retains all right, title, and interest in and to the Customer Data and the Deliverables and does not by means of this Agreement transfer any rights in the Customer Data to Expanse, except for the limited license grants in Section 6.1.

7.2 Expanse Property. Expanse owns and retains all right, title, and interest in and to the Service and Expanse Data. Except for the limited license granted to Customer in Section 2.1, Expanse does not by means of this Agreement or otherwise transfer any rights in the Service or Expanse Data to Customer, and Customer will take no action inconsistent with Expanse’s intellectual property rights in the Service or Software.

8. Representations and Warranties

8.1 Representations and Warranties. Each party represents and warrants it has validly entered into this Agreement and has the legal power to do so.

8.2 Limited Warranty. Expanse warrants that (a) the Service will conform with the Documentation; and (b) the Service will be provided in a manner consistent with industry standards.

8.3 Outside Networks. By requesting or directing Expanse to perform the Service regarding the core business network of any third-party entity (an "Outside Network"), whether or not an IP List is provided in connection with such request or direction, Customer represents and warrants that it has received the prior written consent of the third-party to which the Outside Network relates in order to perform the Service with respect to such Outside Network and to provide Reports regarding the Outside Network to Customer.

8.4 Disclaimer. With the exception of the limited warranties set forth in Section 8.2, the Service is provided "as is" to the fullest extent permitted by law. Expanse expressly disclaims all other warranties, express or implied, including warranties of performance, merchantability, fitness for any particular purposes, and non-infringement. Expanse does not warrant that the Service is error-free, will perform uninterrupted, or will meet Customer's requirements. Expanse disclaims liability of any kind arising from Expanse's provision of the Service and delivery of any Reports (except to the extent the liability arises from Expanse's gross negligence or willful misconduct).

9. Insurance

During the term of this Agreement and for a period of one year following its termination, Expanse will maintain in effect the following insurance policies:

- (a) Commercial general liability insurance on an occurrence basis for bodily injury, death, property damage, and personal injury;
- (b) Auto liability insurance covering all owned, non-owned and hired vehicles;
- (c) Worker's compensation insurance as required by law in the state where the Service will be performed, including employer's liability coverage for injury, disease and death;
- (d) Umbrella liability insurance on an occurrence form; and
- (e) Technology Errors & Omissions and Cyber-risk on an occurrence or claims-made form, covering liabilities for financial loss resulting or arising from acts, errors or omissions in the rendering of the Service, or from data damage, destruction, or corruption, including without limitation, unauthorized

access, unauthorized use, virus transmission, denial of service, and violation of privacy from network security failures in connection with the Service.

9.2 Insurance carriers will be rated A-VII or better by A.M. Best Provider. Expanse's coverage will be considered primary without right of contribution of Customer's insurance policies. In no event will the foregoing coverage limits affect or limit in any manner Expanse's contractual liability for indemnification or any other liability of Expanse under this Agreement.

10. Indemnification.

10.1 By Expanse. Expanse will indemnify, defend, and hold Customer, its Affiliates, and their respective owners, directors, members, officers, and employees (collectively, "Customer Indemnitees") harmless from and against any claim, action, demand, suit or proceeding (each a "Claim") made by a third party against any of the Customer Indemnitees alleging that Customer's use of the Service infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party. Expanse will pay any settlement of such Claim or any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim. If Customer's right to use the Service is, or in Expanse's opinion is likely to be, enjoined as the result of a Claim, then Expanse may, at Expanse's sole option and expense procure for Customer the right to continue using the Service under the terms of this Agreement, or replace or modify the Service so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined version of the Service. Expanse will have no indemnification obligations under this Section 10.1 to the extent that a Claim is based on or arises from (a) use of the Service a manner other than as expressly permitted in this Agreement, (b) any alteration or modification of the Service except as expressly authorized by Expanse, (c) the combination of the Service with any other software, product, or services (to the extent that the alleged infringement arises from such combination), or (d) any specifications provided by Customer. This Section 10.1 sets forth Expanse's sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

10.2 By Customer. Customer will indemnify, defend, and hold harmless Expanse, its Affiliates, and their respective owners, directors, members, officers, and employees (together, the "Expanse Indemnitees") from and against any Claim made by a third party related to (a) any Prohibited Use, (b) Expanse's use of any IP List provided by Customer, or (c) performance of the Service by Expanse on any Outside Network at Customer's request. Customer will pay any settlement of and any damages finally awarded against any Expanse Indemnitee by a court of competent jurisdiction as a result of any such Claim.

10.3 Procedure. The indemnified party will (i) promptly notify the indemnifying party in writing of the Claim, (ii) give the indemnifying party sole control of the defense and settlement of the Claim (except that the indemnifying party will not settle any Claim without the indemnified party's written consent, which will not be unreasonably withheld), and (iii) provide to the indemnifying party all reasonable assistance, at the indemnifying party's request and expense. This Section 10 sets forth each party's sole and exclusive liability with respect to, and the exclusive remedies for, the types of Claims described above.

11. Limitation of Liability.

11.1 Liability Caps. In no event will either party's total, cumulative liability arising under this Agreement exceed the total amount paid or payable by Customer to Expanse hereunder (such amount, the "Total Fees Paid"), except with respect to Excluded Claims (defined below), in which case each party's total, cumulative liability will not exceed three times the Total Fees Paid.

11.2 Consequential Damages Waiver. Except with respect to Excluded Claims, neither party will be liable to the other for any consequential, incidental, special, indirect, or exemplary damages, whether or not foreseeable, for any claim or demand by any other party, however caused and under any theory of liability, even if such party has been advised of the possibility of such damages.

11.3 Excluded Claims. As used in this Agreement, "Excluded Claims" means: (a) Customer's breach of Section 2.3; (b) either party's breach of its confidentiality obligations under Section 7; (c) each party's indemnification obligations under Section 10; and (d) the gross negligence or willful misconduct of either party or its agents.

12. Publicity.

Neither party may use the other party's name, logo or marks without such other party's written pre-approval. So long as Customer agrees in writing, Expanse may, after the Effective Date, issue one or more press releases or similar materials announcing that Customer is a customer and user of the Service; (2) refer to Customer on its customer lists, website, and other print and electronic marketing materials; and (3) develop public-facing use cases based on Customer's use of the Services, with respect to which Customer will provide reasonable assistance.

13. Regulatory Compliance.

13.1 U.S. Government Restricted Rights. If the Service is being licensed by the U.S. Government, the Service is commercial computer software and documentation developed exclusively at private expense, and (i) if acquired by or on behalf of a civilian agency, shall be subject to the terms of this computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (ii) if acquired by or on behalf of units of the Department of Defense ("DOD") shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202-2, DOD FAR Supplement and its successors.

13.2 Export Law Assurances. Customer will not use, download, access, or otherwise export or re-export any of the Services in violation of United States export control laws, including by exporting or re-exporting the Services (i) into (or to a national or resident of) any country to which the United States has embargoed goods, or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's list of prohibited countries or debarred or denied persons or entities.

14. Governing Law; Dispute Resolution.

This Agreement will be governed by the laws of the State of California without reference to conflicts of laws principles. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of and venue in the federal and state courts within San Francisco County, California. Customer hereby consents to the personal and exclusive jurisdiction and venue of these courts. If any disputes arise, the parties will first attempt to resolve the dispute informally via good faith negotiation. If the dispute has not been resolved after 30 days, the parties will resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief) by binding arbitration by JAMS in San Francisco County, California, unless otherwise agreed. Each party will be responsible for paying any JAMS fees in accordance with JAMS rules, and the award rendered by the arbitrator may include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed to prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, intellectual property rights or other proprietary rights.

15. Miscellaneous.

This Agreement is the entire agreement between Customer and Expanse and supersedes all prior agreements concerning the subject matter hereof and may not be amended except by a writing signed by both parties. Customer and Expanse are independent contractors, and this Agreement will not establish

any relationship of partnership, joint venture, or agency between them. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. Any notice provided under this Agreement will be in writing and sent by overnight courier or certified mail (receipt requested), or via electronic mail, to the addresses on the Order Form. If any provision of this Agreement is found unenforceable, this Agreement will be construed as if it had not been included. Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronic copies of such signed copies will be deemed to be binding originals.

EXHIBIT A

SERVICE LEVEL AGREEMENT

1. Definitions.

“Emergency Downtime” means such time as the Service is offline due to a short-term emergency condition.

“Error” means a failure of the Service to conform to the specifications set forth in the Documentation, resulting in the inability to use, or material restriction in the use of, the Service.

“Excused Downtime” means any downtime that is Maintenance Downtime or Emergency Downtime.

“Maintenance Downtime” means such time as the Service is offline for maintenance or backup purposes, provided that the incident is scheduled with Customer at least twenty-four (24) hours in advance.

“Monthly Availability Percentage” means the percentage of time over the course of each calendar month during the Term, excluding Excused Downtime, that the Service is available for use by Customer.

“Service Credit” means a number of days that will be added to the Subscription Term for each failure the meet the Service Level Warranty in a given month as set forth in Table 2, below.

“Start Time” means the time at which Expanse first becomes aware of an Error during Expanse’s regular business hours.

“Update” means either a software modification or addition that, when made or added to the Service, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Service, eliminates the practical adverse effect of the Error on Customer.

2. Support.

During the Term, Expanse will provide the customer maintenance and support described below to Customer (“Support”):

2.1 Technical Support Contacts. Unless otherwise agreed, Expanse will provide up to two contacts mutually agreed upon by the parties (the “Support Contacts”). They will be the only interface to Expanse’s technical support organization.

2.2 Standard Customer Support. Expanse will provide the Support through the Support Contacts who are responsible for managing resolution of the Error(s) and maintaining communication with Customer.

2.3 Updates. Following report of an Error by Customer to one or both of the Support Contacts, Expanse will make commercially reasonable efforts to provide an Update designed to solve or bypass a reported Error. Expanse will reasonably determine the priority level of Errors and take the actions described in Section 4, below, during Expanse’s regular business hours.

3. Hosted Software Availability.

The Service will have a Monthly Availability Percentage equal to or greater than 99.0% (the “Service Level Warranty”). If the Monthly Availability Percentage does not meet the Service Level Warranty in any calendar month, and if Customer otherwise meets its obligations set forth in this Service Level Agreement, then Customer will be entitled to receive Service Credit as set forth in Table 1, below.

Table 1 – Service Credit

Monthly Available Percentage	Service Credit
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Monthly Available Percentage	Service Credit
Less than 99.0% but equal to or greater than 98.0%	3
Less than 98.0% but equal to or greater than 97.0%	7
Less than 97.0%	15

4. Error Response Service Levels.

Expanse will use commercially reasonable efforts to adhere to the response and resolution times (measured from the Start Time) for Errors as set forth below in Table 2, below.

Table 2 – Error Management

Severity Level	Description	Response Time*	Resolution Time**
1	Any Error reported by Customer where the majority of the users for a particular part of the Service are affected, the Error has high visibility, there is no workaround, and it affects Customer's ability to perform its business.	2 hours	8 hours
2	Any Error reported by Customer where the majority of the users for a particular part of the Service are affected, the Error has high visibility, a workaround is available; however, performance may be degraded or functions limited.	4 hours	24 hours
3	Any Error reported by Customer where many of the users for a particular part of the Service are affected, the Error has high visibility, a workaround is available, however, performance may be degraded or functions limited.	24 hours	7 days
4	Any Error reported by Customer where a single user is severely affected or completely inoperable or a small percentage of users are moderately affected or partially inoperable.	7 days	14 days

* All times during regular business hours: 9 a.m. – 5 p.m. (Pacific Time, Monday through Friday). Support tickets may be submitted outside of regular business hours, but all response and resolution times shall be calculated with regard to Expanse's regular business hours.

** With respect to any Errors that are not able to be resolved within the listed Resolution Time, Expanse will work continuously to provide resolution or a workaround until complete.

5. Conditions, Exclusions, and Termination of Support Service.

5.1 Conditions for Providing Support. Expanse's obligation to provide Support is conditioned upon the following: (a) Customer makes reasonable efforts to solve the Error after consulting with Expanse; (b) Customer provides Expanse with sufficient information and resources to correct the Error, as well as any and all assistance reasonably requested by Expanse in discovering and addressing the Error; and (c) Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Service.

5.2 Exclusions from Expanse's Support. Expanse is not obligated to provide Support in the following situations: (a) the problem is caused by Customer's negligence, hardware malfunction or other causes beyond the reasonable control of Expanse; (b) the problem is with third party software not licensed through Expanse; or (c) Customer has not paid the Fees within 30 days after such amount becomes due.

5.3 Suspension of Support. Expanse reserves the right to suspend performance of the Support if Customer fails to pay the Fees within 30 days after such amount becomes due.