

## Software Use Agreement

This Software Use Agreement (“SUA”) sets forth the specific terms and conditions under which LightEdge Solutions, LLC (“LightEdge”) shall supply certain cloud Services to Customer. The Master Services Agreement entered into between LightEdge and Customer fully incorporates the terms and conditions stated herein. Capitalized terms used but not defined herein shall have the meanings set forth in the Master Services Agreement.

### 1. Scope.

**1.1. LightEdge Provided Licensing.** LightEdge may make certain third-party software publisher software licenses available (“LightEdge Provided Licensing”) to Customer to be used with Services or Deliverables. LightEdge Provided Licensing will be identified on Purchase Agreement.

**1.2. Third-Party Components.** LightEdge Services may rely on components (“Third-Party Components”) provided by third-party software publishers. Use of such Services requires Customer to agree to certain terms and conditions from these third-party publishers. LightEdge Services built using Third-Party Components are as follows:

- **Virtual Private:** Third-Party Components include software products owned and/or published by Microsoft, Veeam, VMware, and Red Hat.
- **Bare Metal, Flex Cloud, Dedicated Private Cloud:** Third-Party Components include software products owned and/or published by Microsoft, Veeam, VMware, Citrix and Red Hat.
- **Power Cloud:** Third-Party Components include software products owned and/or published by IBM.
- **Managed Backup & Recovery:** Third-Party Components include software products owned and/or published by Acronis.
- **Virtual & Dedicated Private Cloud Data Protection (formerly Managed Disaster Recovery), Cloud Vault by Veeam:** Third-Party Components include software products owned and/or published by Veeam.
- **Virtual & Dedicated Private Cloud Disaster Recovery:** Third-Party Components include software products owned and/or published by Veeam and Zerto.
- **Power Cloud Disaster Recovery:** Third-Party Components include software products owned and/or published by Precisely.
- **Workplace Cloud:** Third-Party Components include software products owned and/or published by Microsoft, Veeam, VMware, Citrix and Red Hat.
- **Virtual SOC by QRadar, Virtual SOC by IBM:** Third-Party Components include software products owned and/or published by IBM.
- **Rack, Cage, Colocation:** No Third-Party Components.
- **Private Application Delivery:** Third-Party Components include software products owned and/or published by Citrix.
- **Cloud Management:** Third-Party Components include software products owned and/or published by ESET and Kaseya.

- **Migration Services:** Third-Party Components include software products owned and/or published by Carbonite, Veeam and Zerto.

**1.3. Software.** Collectively, LightEdge Provided Licensing and Third-Party Components shall be referred to as "Software"

## 2. General Restrictions and Obligations.

**2.1. Restrictions.** This Agreement does not transfer to Customer any right, title, or interest in or to the Software. Other than as expressly set forth in this SUA, a Purchase Agreement, or the Master Services Agreement, no license or other rights in or to the Software are granted to Customer, and all such licenses and rights are hereby expressly reserved by LightEdge and/or its licensors.

In addition, Customer shall not:

- Modify, copy or create derivative works based on the Software;
- Reverse assemble, reverse compile or reverse engineer the Software or any part thereof, or otherwise attempt to discover any software source code or underlying proprietary information except as may be permitted by law;
- Create Internet links to or from the Software, or "frame" or "mirror" any content forming part of the Software, other than on Customer's own intranet(s) or otherwise for Customer's own internal business purposes;
- Distribute or allow others to distribute any copies of any Software or any part thereof to any third party, or rent, sell, lease or otherwise provide any third party with access to the Software, or to any copy or part thereof, or use the Software for the benefit of a third party; or
- Remove, modify or obscure any copyright, trademark or other proprietary-rights notices that are contained in or on any Software.

Customer hereby agrees, that to the extent that any applicable mandatory laws (such as, for example, national laws implementing EC Directive 2009/24/EC on the Legal Protection of Computer Programs) give Customer the right to perform any of the aforementioned activities without the consent of LightEdge or its licensors to gain certain information about the Software, before Customer exercises any such rights, Customer first shall request such information from LightEdge in writing detailing the purpose for which Customer needs the information. Only if and after LightEdge or its licensors, at their discretion, partly or completely denies Customer's request, shall Customer exercise its statutory rights.

**2.2. Confidentiality.** Information relating to the business, strategy, customers, partners, technology, products or any support services of the publisher of Software is deemed to be Confidential Information, as that term is used in the Master Services Agreement.

**2.3. Disclaimers.** LIGHTEDGE MAKES NO REPRESENTATIONS AND OR WARRANTY REGARDING THE SOFTWARE EXCEPT THAT LIGHTEDGE HAS THE RIGHT TO USE OR PROVIDE SUCH SOFTWARE TO CUSTOMER. ALL RIGHTS IN ANY SOFTWARE NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY LIGHTEDGE OR ITS LICENSORS.

LIGHTEDGE DISCLAIMS ALL WARRANTIES ASSOCIATED WITH THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIGHTEDGE DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. LIGHTEDGE HAS NO OBLIGATION TO PROVIDE SECURITY OTHER THAN AS STATED IN THE PURCHASE AGREEMENT.

IN ADDITION, CLIENT ACKNOWLEDGES THAT THIS AGREEMENT CONVEYS NO WARRANTIES OR DUTIES OF SUPPORT OR INDEMNIFICATION, EXPRESS OR IMPLIED, BY ANY THIRD-PARTY OWNERS OR VENDORS OF SOFTWARE MADE AVAILABLE TO CUSTOMER BY LIGHTEDGE, AND THOSE VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES DELIVERED BY LIGHTEDGE.

**2.4. Certain Pricing Matters.** In addition to the pricing terms and conditions set forth in the Master Services Agreement and in the applicable Purchase Agreement, Customer agrees that Software may be subject to periodic price escalations as initiated by publishers. Such price escalations will be applied on date of publisher price escalation and will be limited to no greater than the percentage increase as initiated by the publisher.

**3. Publisher Specific Restrictions and Obligations.**

**3.1. End User License Agreements.** Customer's use of any of the following third-party software publisher products made available under a Purchase Agreement is subject to Customer ensuring that none of its actions with regard to such software are inconsistent with the terms of the End User License Agreements applicable to those products which are available at the following locations:

Acronis	<b>EULA:</b> <a href="https://www.acronis.com/en-us/support/eula.html">https://www.acronis.com/en-us/support/eula.html</a>
Carbonite	<b>Terms &amp; Conditions:</b> <a href="https://www.carbonite.com/terms-and-conditions">https://www.carbonite.com/terms-and-conditions</a>
Citrix	<b>EULA:</b> <a href="https://www.citrix.com/buy/licensing/agreements.html">https://www.citrix.com/buy/licensing/agreements.html</a>
ESET	<b>EULA:</b> <a href="https://www.eset.com/us/software-eula/">https://www.eset.com/us/software-eula/</a>
IBM	<b>EULA:</b> <a href="http://www.ibm.com/software/sla/">http://www.ibm.com/software/sla/</a>
Kaseya	<b>EULA:</b> <a href="https://www.kaseya.com/legal/kaseya-end-user-license-agreement-eula/">https://www.kaseya.com/legal/kaseya-end-user-license-agreement-eula/</a>
Microsoft	<b>End User License Terms:</b> <a href="https://www.microsoft.com/en-us/useterms">https://www.microsoft.com/en-us/useterms</a>
Precisely	<b>EULA:</b> <a href="https://www.precisely.com/legal/licensing/software-and-data-end-user-license-agreement">https://www.precisely.com/legal/licensing/software-and-data-end-user-license-agreement</a>
Red Hat	<b>Subscription Services Agreement:</b> <a href="https://www.redhat.com/cms/managed-files/GLOBAL%20Cloud%20Subscription%20Services%20Agreement%20English%2020171117.pdf">https://www.redhat.com/cms/managed-files/GLOBAL Cloud Subscription Services Agreement English 20171117.pdf</a>
Veeam	<b>EULA:</b> <a href="http://www.veeam.com/eula.html">www.veeam.com/eula.html</a>
VMware	<b>EULA:</b> <a href="https://www.vmware.com/download/eula.html">https://www.vmware.com/download/eula.html</a> <b>Product Guide:</b> <a href="https://www.vmware.com/download/eula.html">https://www.vmware.com/download/eula.html</a>
Zerto	<b>EULA:</b> <a href="https://www.zerto.com/zerto-terms-and-conditions-product/">https://www.zerto.com/zerto-terms-and-conditions-product/</a>

**3.2. Additional Microsoft Obligations.** Further to obligations described in section 3.1, if Customer intends to supply any licenses that it has independently obtained for Microsoft products to be deployed in any multi-tenant LightEdge hosting environment (pursuant to Microsoft's License Mobility rules), the following terms additionally apply: In order to exercise your rights under the License Mobility Program, you must execute and submit to Microsoft the License Verification Form available at Microsoft's Volume Licensing Document Search website. Licenses under the License Mobility Program must remain on LightEdge's shared servers within a single data center for no less than ninety (90) days. You may reassign a particular license from LightEdge's shared servers in one data center to LightEdge's servers in another data center, but not within ninety (90) days of the last assignment.

#### **4. Software Usage.**

**4.1. Licensing Responsibility.** If Customer deploys any third-party software products ("Customer Provided Licensing") on Service, and where such products are not LightEdge Provided Licensing, then Customer represents and warrants to LightEdge that it owns and will own a sufficient kind and quantity of licenses to allow for Customer's deployment and usage of such Customer Provided Licensing on Service, for as long as such Customer Provided Licensing remains on Service.

**4.2. Verification and liability for excess usage.** LightEdge may, if requested by the licensor of any Software, provide that party with (i) the identities and configurations of any virtual or physical computers provided by LightEdge on which such Software may be installed, (ii) the identity of any such Software installed on such computers, and (iii) copies of any other, relevant documentation (such as Customer's relevant agreements with LightEdge and Microsoft's License Verification Form).

Customer's use of any Software or Customer Provided Licensing in excess of or outside the scope of the rights conveyed by LightEdge pursuant to the parties' agreements (or, with respect to any Customer Provided Licensing, in excess of or outside the scope of the rights conveyed pursuant to the agreement under which that Customer Provided Licensing is licensed) may result in additional fees or penalties charged by the licensors of the Software or Customer Provided Licensing. Customer shall reimburse LightEdge upon written demand for any such fees or penalties incurred by LightEdge resulting from any such excess or otherwise improper usage of any Software or Customer Provided Licensing. If Customer fails to so reimburse LightEdge and/or fails to cooperate in curing Customer's non-compliant use of the Software or Customer Provided Licensing, LightEdge may suspend Customer's Service.