

Centrify End User Software License and Services Agreement

THIS END USER SOFTWARE LICENSE AND SERVICES AGREEMENT (this “Agreement”) constitutes a legal agreement between you (either an individual or a legal entity that will use the product and that you represent as an employee or authorized agent) (“Customer”) and Centrify Corporation, a Delaware corporation (“Centrify”), with respect to the Software and/or Subscription Service identified below. By installing, copying, downloading or otherwise accessing the Software or Subscription Service, Customer agrees to be bound by the terms of this Agreement. If Customer does not agree to the terms of this Agreement, Centrify is unwilling to grant Customer any rights to use the Software or Subscription Service. In such event, Customer may not use the Software or Subscription Service, and Customer should promptly destroy all copies of the Software and accompanying Documentation, or notify Centrify to obtain instructions on return of the unused Software in accordance with its return policies.

The terms of this Agreement shall apply to each Software License and to all Services provided by Centrify under this Agreement. The terms and conditions set forth in this Agreement and in any Schedule issued under this Agreement shall control in the event that there are different, inconsistent or additional terms set forth in any other purchase order submitted by Customer or acceptance form or invoice issued by Centrify. The terms and conditions of any Schedule shall incorporate the terms and conditions of this Agreement and shall have precedence over any conflicting terms and conditions contained in this Agreement.

1. DEFINITIONS

1.1 “Affiliate” means any entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this Agreement, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party. Customer shall notify Centrify in writing of the identity of its Affiliates and shall be jointly and severally liable for such Affiliate’s performance of its obligations under this Agreement.

1.2 “Centrify” means Centrify Corporation, a Delaware corporation, or a subsidiary of Centrify Corporation that provides a Software License or Services to Customer under this Agreement, as the context requires.

1.3 “Claim” shall have the meaning given to such term in Section 5.1.

1.4 “Confidential Information” shall have the meaning given to such term in Section 10.1.

- 1.5 “Consulting Fees”** means the fees charged Customer by Centrifly for Consulting Services.
- 1.6 “Consulting Materials”** shall have the meaning given to such term in Section 3.3.
- 1.7 “Consulting Services”** means installation, consulting, implementation or training services, if any, performed by Centrifly or its representative to Customer under this Agreement.
- 1.8 “Delivery Date”** means the date on which the license keys for the Software or notification of the start of the Subscription Service ordered under a Schedule is electronically sent by Centrifly to the Customer.
- 1.9 “Distributor”** means any independent value added distributor (VAD) authorized by Centrifly, which obtains a Software License from Centrifly, for further sublicense to Resellers only.
- 1.10 “Documentation”** means Centrifly’s end user documentation made generally available by Centrifly for use with the Software, whether published on-line or provided in hard copy. Documentation shall include any updated Documentation that Centrifly provides with Updates.
- 1.11 “Jump Start Service”** means a set of pre-packaged services offered by Centrifly that includes training, on site fixed deliverables and travel costs for a fixed price. The details of these offerings will be provided in a Statement of Work, if applicable.
- 1.12 “License Fee”** means the fee charged Customer by Centrifly for the Software License, if applicable. If Customer obtains the Software from a Reseller, Customer may pay the License Fee to the Reseller and not to Centrifly directly.
- 1.13 “Maintenance”** means the services provided by Centrifly or its representative under the Maintenance Policy.
- 1.14 “Maintenance Fee”** means the annual fee charged Customer by Centrifly for Maintenance of a unit of Software.
- 1.15 “Maintenance Period”** means any period during the term of this Agreement during which Centrifly makes Maintenance available to Customer. The first Maintenance Period commences on the Delivery Date, and each additional Maintenance Period commences on the anniversary date of such Delivery Date. Each Maintenance Period shall have a term of one year, unless otherwise set forth in an applicable Schedule.
- 1.16 “Maintenance Policy”** means the Centrifly Technical Support Policy attached as Exhibit A, initially as in effect on the Effective Date and as such document may be modified from time to time thereafter in accordance with Section 3.1.
- 1.17 “Project Authorization”** shall have the meaning given to such term in Section 3.3.

- 1.18 “Reseller”** means any independent value added reseller (VAR) authorized by Centrifly, which obtains a Software License from Centrifly or a Distributor, for further sublicense to Customer.
- 1.19 “Schedule”** means any addendum, exhibit, quote, schedule or Statement of Work to this Agreement in a form approved by Centrifly.
- 1.20 “Software”** means the Centrifly software products and modules, specified on a Schedule, and any Updates provided to Customer by Centrifly, in each case in its machine-readable object code form (unless otherwise expressly set forth on an applicable Schedule).
- 1.21 “Software License”** means a license granted to Customer under this Agreement with respect to the Software.
- 1.22 “Statement of Work”** shall have the meaning given to such term in Section 3.3.
- 1.23 “Subscription Service”** means the on-line service operated on Centrifly’s web site that allows Customer to use the functionality of the Software.
- 1.24 “Subscription Service Addendum”** means the Subscription Service Addendum attached as Exhibit B, initially as in effect on the Effective Date and as such document may be modified from time to time thereafter in accordance with its terms.
- 1.25 “Subscription Service Fee”** means the fee charged Customer by Centrifly for the Subscription Service.
- 1.26 “Supported Platform”** means the hardware and software platforms (e.g., database server systems, application server systems, and client systems) that are supported by Centrifly with respect to the Software, as expressly set forth in the Documentation.
- 1.27 “System”** shall have the meaning given to such term in Section 3.2.
- 1.28 “Third Party Software”** means any software that is not owned by Centrifly that is identified in the Documentation or on www.centrifly.com and related Centrifly websites and user portals.
- 1.29 “Update”** means any revision, adaptation, enhancement or new version of the Software that Centrifly makes available at no additional charge to Customers that purchase Maintenance for the affected Software.
- 1.30 “User”** means an employee or contractor of Customer to whom Customer provides access to the Software or the Subscription Service, the number or other limitations of which are set forth on an applicable Schedule.
- 1.31 “User Account”** means electronic credentials an employee or contractor of Customer uses to access to the Software or the Subscription Service.

2. LICENSE AND SUBSCRIPTION SERVICE

2.1 License Grant.

2.1.1 General Commercial Use License. Subject to and in consideration of Customer's payment of the applicable License Fee to Centrify or an authorized Centrify Reseller (as set forth in a Schedule, purchase order or similar purchasing document) and subject to the terms and conditions of this Agreement, Centrify grants Customer a worldwide, non-exclusive, non-transferable license, without the right to sublicense and (except as otherwise provided on a Schedule) solely for its own internal business operations, (i) to use and have Users use the Software in accordance with the terms of the Documentation and this Agreement; (ii) to use and have Users use the Documentation solely in connection with Customer's installation and use of the Software; and (iii) to install, integrate and implement the Software or to have third parties do so for Customer. The term of the license shall be perpetual unless otherwise set forth in a Schedule. Customer may reproduce the Software and Documentation only as necessary to use the Software as licensed above and to make a reasonable number of copies for back-up and archival purposes. Customer shall only make exact copies of the versions as originally delivered by Centrify, and shall ensure that each copy contains all titles, trademarks, and copyright and restricted rights notices as in the original. All such copies, including any partial copies, constitute Software or Documentation, as the case may be. Customer shall implement all commercially reasonable measures to ensure that its Users comply with the restrictions and limitations of this Agreement.

2.1.2 Express Use License. In the event that the Software is licensed only for Express Use, the terms of this paragraph shall apply. Centrify hereby grants Customer a personal, nonexclusive, nontransferable license, without right of sublicense, to install, use and execute the Software on up to two hundred (200) physical and/or virtual UNIX or Linux servers and workstations total. Education and non-profit Customers may use and execute the Software on up to four hundred (400) physical and/or virtual UNIX or Linux servers and workstations total. This license to use the Software commences on receipt, download or other acquisition of the Software. The Software licensed for Express Use may include disabled features that require additional fees and conditions to use. The Software may employ a restriction mechanism, which restricts the program to a limited working time, a specific set of features and/or a specific number of users or systems. This restriction mechanism and the manner in which it enforces the restriction is maintained in confidence by Centrify as a trade secret, and Customer may not publish, disclose or reveal it. Customer agrees not to do anything to circumvent or defeat the restriction mechanism.

2.1.3 Evaluation Use License. In the event that the Software is licensed only for Evaluation Use, the terms of this paragraph shall apply. Centrify hereby grants Customer a personal, nonexclusive, nontransferable license, without right of sublicense, to install, use and execute the Software. This license to use the Software commences on installation of the Software and, unless Customer and Centrify agree to a different period, will terminate after a period of 30

days (the “Evaluation Period”). Customer may use the Software for an unlimited number of users and systems during the Evaluation Period. Software licensed for Evaluation Use will automatically disable itself at the end of the Evaluation Period, as it employs a restriction mechanism, which restricts the program to a limited working time. This restriction mechanism and the manner in which it enforces the restriction is maintained in confidence by Centrifly as a trade secret, and Customer may not publish, disclose or reveal it. Customer agrees not to do anything to circumvent or defeat the restriction mechanism.

2.1.4 Software Development Kit License. To the extent the Software is comprised of a software development kit (“SDK”), the terms of this paragraph shall apply. Centrifly grants Customer a personal, nonexclusive, nontransferable license, without right of sublicense, to install, use and execute such SDK in connection with Customer’s permitted use of the Software. Applications created from the SDK that use location-based APIs for real-time route guidance **MUST NOT BE USED FOR ANY EMERGENCY OR LIFE SAVING PURPOSES DUE TO THEIR INACCURACY. REAL TIME LOCATION DATA ACCESSED VIA THESE APPLICATIONS MAY BE INACCURATE OR INCOMPLETE. CUSTOMER’S USE OF THESE APPLICATIONS IS AT CUSTOMER’S SOLE RISK.** Customer shall not use the SDK to create applications for nuclear energy equipment, air traffic control, the operation of critical communication system, public transportation control, life support devices, or other ultra-hazardous uses where failure of the application to perform would be reasonably expected to cause deaths, injuries or severe physical property or environmental losses. Any attempt to do so shall be at Customer’s sole risk, and shall be deemed as a material breach under this Agreement.

2.1.5 iOS App Use. To the extent the Customer is using the Software for iOS app use, the terms of this paragraph shall apply. Customer acknowledges that this Agreement is between Customer and Centrifly only and not with Apple. All terms of the App Store remain in effect. Customer may use the licensed application on any iPhone, iPad or iPod touch that Customer owns or controls and as permitted by the usage rules set forth in the App Store Terms of Service. Centrifly and Customer acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement, and that, upon Customer’s acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against the end-user as a third party beneficiary thereof.

2.2 Subscription Service. In consideration of Customer’s payment of the applicable Subscription Service Fee to Centrifly or an authorized Centrifly Reseller (as set forth in a Schedule, purchase order or similar purchasing document) and subject to the terms and conditions of this Agreement and the Subscription Service Addendum, Centrifly grants Customer a worldwide, non-exclusive, non-transferable right to use, without the right to sublicense and (except as otherwise provided on a Schedule) solely for its own internal business operations, (i) to use and have Users use the Subscription Service in accordance with the terms of the Documentation, and (ii) to use and have Users use the Documentation solely in connection with Customer’s use of the Subscription Service.

2.3 Restrictions. The rights granted in Section 2.1 and 2.2 are subject to the following restrictions: (i) Customer shall not reverse engineer, disassemble, decompile or otherwise attempt to derive the source code of the Software, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation; (ii) Customer shall not sublicense or use the Software or Subscription Service for commercial time-sharing, rental, outsourcing, application or managed service provision, or service bureau use, or to train persons other than Users, unless previously agreed to in writing by Centrifly; (iii) Customer may not remove any patent, trademark, copyright, trade secret or other proprietary notices or labels on the Software or Documentation, (iv) Customer shall not disclose the results of any performance, functional or other evaluation or benchmarking of the Software or Subscription Service to any third party without the prior written permission of Centrifly; (v) Customer may not use the Software or Subscription Service if Customer is a competitor of Centrifly; and (vi) Customer shall not modify or create any derivatives works of the Software or Documentation. In addition, Customer shall not deploy the Software or Subscription Service in any virtual or gateway-based (i.e., jump box) architecture unless Customer has purchased a license for all computers or devices (physical or virtual) that are managed from or by the gateway-based solution, as well as a separate license for the gateway-based solution itself. In the event that any Third Party Software is required for Customer's use of the Software or Subscription Service, i.e., GoogleMaps for location services, Customer will comply with the terms of use applicable to such Third Party Software.

2.4 Retention of Rights. Centrifly reserves all rights not expressly granted Customer in this Agreement. Without limiting the generality of the foregoing, Customer acknowledges and agrees that Centrifly retains all rights, title and interest in and to the Software, Subscription Service and Documentation. Customer acknowledges and agrees that it does not acquire any rights, express or implied, in or to the foregoing, except as specifically set forth in this Agreement. Any new features, functionality, corrections or enhancements for the Software or Subscription Service suggested by Customer shall be free from any confidentiality restrictions that might otherwise be imposed upon Centrifly pursuant to Section 10, and may be incorporated into the Software or Subscription Service by Centrifly. Customer acknowledges that the Software or Subscription Service incorporating any such new features, functionality, corrections or enhancements shall be the sole and exclusive property of Centrifly.

2.5 Certification. The Software includes a function that allows Customer to run a report to show the number of licenses of the Software used by Customer. Centrifly may request a copy of the report on a semi-annual basis to verify compliance with this Agreement, and Customer shall provide Centrifly with the report when requested. If the report reveals that Customer has used more licenses of the Software than the Customer has purchased, Customer shall promptly pay to Centrifly such fees at the prices previously agreed-to for those additional licenses. Centrifly reserves the right to refuse to provide Maintenance for the Software in the event Customer fails to (i) provide Centrifly with the report within ten (10) business days when requested or (ii) pay to Centrifly such fees at the prices previously agreed-to for those additional licenses.

3. MAINTENANCE, PROCUREMENT AND CONSULTING SERVICES

3.1 Maintenance. In consideration of Customer's payment of the applicable Maintenance Fee (as set forth in a Schedule) and subject to the terms and conditions of this Agreement, for so long as Centrify provides Maintenance for the Software, Centrify will make Maintenance available to Customer, in accordance with the Maintenance Policy. Customer agrees to purchase Maintenance for the initial Maintenance Period for each unit of Software licensed pursuant to this Agreement. Such right to purchase Maintenance shall not be transferable by Customer except to Affiliates. Unless Customer notifies Centrify of its desire to terminate Maintenance for such unit of the Software at least thirty (30) days prior to the end of the initial term or any renewal term, and so long as Centrify provides Maintenance for the Software, Maintenance will be renewed for an additional Maintenance Period upon expiration of the current Maintenance Period. Centrify will send a quote to Customer for the applicable Maintenance Fee at least ninety (90) days in advance of the upcoming renewal Maintenance Period, and shall not be liable to provide Maintenance during any period in which Customer is not current on payment of the applicable Maintenance Fee. Centrify reserves the right to alter its standard Maintenance Policy from time to time, but will not reduce the level of Maintenance for which a Maintenance Fee has been paid. Any such changes will be communicated to Customer if they chose to opt-in for these maintenance updates. In the event of a lapse of Maintenance for a perpetual license, Customer may purchase Maintenance by executing the applicable Schedule and paying the corresponding Maintenance Fee, including any reactivation fee as outlined in the table below. Centrify reserves the right to refuse to provide Maintenance for all licenses of the Software in the event Customer fails to pay the applicable Maintenance Fee as to any license of the Software that Customer is using.

Period of Time Lapsed	Reactivation Fee
0-6 Months	25% of Annual Maintenance Fee previously due
6-12 Months	50% of Annual Maintenance Fee previously due
Over 12 Months	100% of Annual Maintenance Fee previously due

3.2 Procurement and Maintenance of System. Customer is responsible for procuring, installing and maintaining the Supported Platform, together with the provision of any other necessary hardware or software required for its proper operation (collectively the "System"), and for providing a suitable operating environment in accordance with the guidelines specified by the

suppliers or manufacturers of the components of the System. Centrifly is not responsible for the installation, sizing, configuration, performance or other operation of the System, and Customer shall look solely to the suppliers or manufacturers of the components of the System with respect to such matters. Customer acknowledges that Updates to the Software may require upgrades to certain components of the System, as set forth in the Documentation for such Updates, in order to ensure optimum performance, and that Customer is solely responsible for obtaining such software and hardware upgrades.

3.3 Consulting Services. From time to time, Customer may request, through provision of an executed project authorization in the form then required by Centrifly (a “Project Authorization” or “Statement of Work”), that Centrifly, or its duly authorized representative perform Consulting Services. Centrifly shall have no obligation to perform Consulting Services until and unless it accepts a Project Authorization. Customer shall be responsible for providing Centrifly’s representatives with access to qualified Customer employees and Customer-controlled software and hardware, and safe access to Customer’s premises, each as required to allow Centrifly to perform the Consulting Services. Centrifly’s representatives will comply with reasonable written rules and regulations of Customer with respect to Customer’s premises, provided that such rules and regulations are provided to Centrifly prior to commencement of the Consulting Services. All materials and information used or generated by Centrifly in the performance of Consulting Services (“Consulting Materials”), and all intellectual property rights therein, shall be the property of Centrifly. Centrifly grants to Customer a perpetual, worldwide, non-exclusive, non-transferable license, without the right to sublicense and solely for its own internal business operations, to use and have Users use the Consulting Materials provided to Customer under this Agreement, subject to all of the provisions of this Agreement governing Software and Documentation, as applicable, and any applicable Schedules. The rights to any of Customer’s preexisting proprietary business information, or results of any compilation thereof, which are used in or result from Consulting Services and Consulting Materials, shall remain the sole property of Customer.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the provisions of this Section 4. Each Software License for a fixed term shall automatically renew for a renewal term of the same duration, subject to payment of the License Fee due for such renewed Software License. Customer’s right to use the Subscription Service shall continue so long as Customer has paid the applicable Subscription Service Fee. At the end of any term applicable to any Subscription Service, the Subscription Service will be automatically renewed for an additional year upon the expiration of the then current term unless Customer notifies Centrifly of its desire to terminate the Subscription Service at least thirty (30) days prior to the end of the then current term, subject to payment of the Subscription Service Fee due for such renewed Subscription Service.

4.2 Termination by Customer for Convenience. Customer may terminate any Software License, any Subscription Service, any Schedule, any Project Authorization or this Agreement in its entirety, at any time upon written notice to Centrifly.

4.3 Termination by Either Party for Material Breach. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice describing the breach.

4.4 Termination by Either Party for Insolvency or Bankruptcy. Either party may terminate this Agreement by written notice to the other party if the other party becomes insolvent; applies for or consents to the appointment of a trustee, receiver or other custodian; makes a general assignment for the benefit of its creditors; initiates any bankruptcy, debt arrangements, or other case of proceeding under any bankruptcy or insolvency law; or becomes subject to any dissolution or liquidation proceedings acquiesced to by such party or not dismissed after sixty (60) days.

4.5 Effect of Termination. Termination of this Agreement, any Software License, any Subscription Service, any Schedule or any Project Authorization shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under any Schedule. The parties' rights and obligations under Sections 2.3 (Restrictions), 2.4 (Retention of Rights), 2.5 (Certification), 4.5 (Effect of Termination), 4.6 (Handling of Software and Confidential Information Upon Termination), 5 (Intellectual Property Indemnity), 6 (Customer Indemnity), 7.4 (Disclaimers), 8 (Limitation of Liability), 9 (Payment), 10 (Nondisclosure) and 12 (Miscellaneous), as well as any obligation to pay fees accrued prior to termination, shall survive termination of this Agreement. Unless this Agreement is terminated by Customer under Section 4.3, and except as provided in Sections 5.2, 7.1 and 7.3 or in the Subscription Service Addendum, no refund shall be due from Centrifly for any unused prepaid fees.

4.6 Handling of Software and Confidential Information Upon Termination. Upon termination of this Agreement, any Software License, any Subscription Service, any Schedule or any Project Authorization, Customer shall (i) cease using the applicable Software, Subscription Service, Documentation and related Confidential Information of Centrifly, and (ii) certify to Centrifly within thirty (30) days after termination that Customer has destroyed, or has returned to Centrifly, the Software, Documentation, related Confidential Information of Centrifly, and all copies thereof, whether or not modified or merged into other materials. Following termination of this Agreement, and subject to the Subscription Service Addendum, each party will return or destroy the other party's Confidential Information and within thirty (30) days following the other party's written request, the other party shall certify to the requesting party that it has destroyed or returned to the requesting party all Confidential Information of the requesting party, and all copies thereof, whether or not modified or merged into other materials. Provided that (i) Customer has used best efforts to destroy or return all materials as required in this Section 4.6 and (ii) Customer has no intent to retain such materials, if Customer discovers inadvertently

retained materials it shall not be considered in breach of this Section 4.6 provided that Customer destroys or returns such materials promptly after discovering them.

5. INTELLECTUAL PROPERTY INDEMNITY

5.1 Generally. Except with respect to any Software license granted under Sections 2.1.2 or 2.1.3 of this Agreement, Centrifry will defend, indemnify and hold Customer harmless against any claim brought by a third party to the extent it alleges that the Software or the Subscription Service directly infringes any United States patent, copyright or trademark, or misappropriates any trade secret, of that third party (a “Claim”), and will pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Centrifry arising out of such Claim; provided that: (i) Customer gives Centrifry prompt written notice upon learning of a Claim or potential Claim; (ii) Centrifry may assume sole control of the defense of such Claim and all related settlement negotiations; and (iii) Customer reasonably cooperates with Centrifry, at Centrifry’s request and expense, in the defense or settlement of the Claim, including the provision of all assistance, information and authority reasonably requested by Centrifry. In no event shall Centrifry enter into any settlement or agree to any disposition, without the prior written consent of the Customer that contains an admission of liability or wrongdoing on the part of the Customer, otherwise prejudices the rights of the Customer, or imposes a material obligation on the Customer that is not wholly discharged by Centrifry. Notwithstanding the foregoing, Centrifry shall have no liability for any claim of infringement based on (a) the use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Software, provided to Customer by Centrifry without additional charge (without regard to whether Customer has paid fees for Maintenance), (b) the modification of the Software by anyone other than Centrifry or its agents, (c) the use of the Software or Subscription Service other than in accordance with the Documentation and this Agreement, or (d) the combination of the Software or Subscription Service with other software or hardware not provided by Centrifry, where the combination causes the infringement and not the Software or Subscription Service standing alone.

5.2 Additional Remedies. Except with respect to any Software license granted under Sections 2.1.2 or 2.1.3 of this Agreement, if the Software or Subscription Service, or any material portion thereof, is held by a court of competent jurisdiction to infringe, or if Centrifry believes that the Software or Subscription Service may be subject to a Claim or held to infringe, Centrifry shall in its commercially reasonable judgment and at its expense (a) replace or modify the Software or Subscription Service so as to be non-infringing, provided that the replacement software or service contains substantially similar functionality; or (b) obtain for Customer the rights to continue using the Software or Subscription Service; or (c) if non-infringing software or the rights to use the Software or Subscription Service cannot be obtained upon commercially reasonable terms, terminate the Software License for the affected Software or the right to use the affected Subscription Service. Upon any such termination of the Software License, upon return of the

Software by Customer or certification of its destruction, Centrifly shall refund a pro-rated portion of the License Fee paid for such Software, depreciated on a five-year straight-line basis, and the unused portion of any prepaid Maintenance Fees that directly relate to such Software for the year in which such remedy is exercised. Upon any such termination of the right to use the affected Subscription Service, Centrifly shall refund any prepaid and unused amounts paid for the Subscription Service.

5.3 Exclusive Remedy. This Section 5 sets forth Customer's exclusive remedy, and Centrifly's entire liability, with respect to infringement or misappropriation of intellectual property rights of any kind arising out of this Agreement.

6. CUSTOMER INDEMNITY

Customer shall defend, indemnify and hold Centrifly harmless against any claim brought by a third party, and shall pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Centrifly by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Customer, to the extent such claim arises out of any of the following: (a) Customer's use of the Software or Subscription Service other than as authorized under this Agreement; or (b) any alleged grossly negligent or willful acts or omissions of Customer which gave rise to such claim.

7. WARRANTIES AND REMEDIES

7.1 Software Warranty. Centrifly warrants to Customer that, for a period of thirty (30) days from the Delivery Date, the Software will perform in material conformity with the functions described in the Documentation when operated on the Supported Platform. Centrifly does not warrant that the Software is free of errors or "bugs" or that it will perform without interruption. Centrifly will use commercially reasonable efforts to remedy any material non-conformity with respect to the Software that is discovered and made known to Centrifly by Customer during the period of the warranty. In the event Centrifly is unable to remedy the non-conformity and such non-conformity materially affects the functionality of the Software, Customer may promptly terminate the Software License applicable to the non-conforming Software and return such Software to Centrifly. In such event, Customer will (a) receive a refund of the License Fee and Maintenance Fee paid with respect to such Software and, (b) in the case of an Update, receive a refund of any prepaid and unused amounts paid for Maintenance that directly relates to such Software. If Customer elects to terminate its Software License with respect to any Update, it may continue its Software License to the prior version of the Software, subject to the provisions of Section 5.1, or as may otherwise be agreed to in writing between the parties. The foregoing shall constitute the exclusive remedy of Customer, and Centrifly's entire liability, with respect to any breach of this Section 7.1.

7.2 Subscription Service Warranty. Centrifly warrants to Customer that, for a period of thirty (30) days from the Delivery Date, the Subscription Service will perform in material conformity with the functions described in the Documentation when operated on the Supported Platform. Centrifly does not warrant that the Software is free of errors or “bugs” or that it will perform without interruption. Centrifly uses Microsoft Azure to host the Subscription Service. Microsoft provides 99.9% availability for the Azure service and Centrifly warrants 99.9% availability for the Subscription Service during Azure service availability for Customers under a current Subscription Service. Centrifly measures the availability of the service. For purposes of the foregoing warranty, “availability” means that the Subscription Service returned the correct, expected data when queried. Centrifly warrants that it will use commercially reasonable efforts to maintain the uptime for the network-based aspects of the Subscription Service; provided, however, that Centrifly’s warranty does not apply to any downtime resulting from (i) a failure in a Customer’s or a third party’s network infrastructure or (ii) scheduled updates, upgrades or maintenance. Centrifly does not warrant that the Subscription Service will perform without interruption or be error free. In the event of any breach of Centrifly’s warranties in this Section 7.2, Customer may promptly terminate its rights to the Subscription Service. In such event, Customer will receive a refund of any prepaid and unused portion of the Subscription Service Fee paid with respect to such Subscription Service. The foregoing shall constitute the exclusive remedy of Customer, and Centrifly’s entire liability, with respect to any breach by Centrifly of this Section 7.2. The Subscription Service uses Applications that use location-based APIs for real-time route guidance and **MUST NOT BE USED FOR ANY EMERGENCY OR LIFE SAVING PURPOSES DUE TO THEIR INACCURACY. REAL TIME LOCATION DATA ACCESSED VIA THESE APPLICATIONS MAY BE INACCURATE OR INCOMPLETE. CUSTOMER’S USE OF THESE APPLICATIONS IS AT CUSTOMER’S SOLE RISK.** Customer shall not use the Subscription Service Applications for nuclear energy equipment, air traffic control, the operation of critical communication system, public transportation control, life support devices, or other ultra-hazardous uses where failure of the application to perform would be reasonably expected to cause deaths, injuries or severe physical property or environmental losses. Any attempt to do so shall be at Customer’s sole risk, and shall be deemed as a material breach under this Agreement.

7.3 Consulting Services Warranty. Centrifly warrants to Customer that the Consulting Services provided by Centrifly will be performed in a professional manner and in accordance with generally prevailing industry standards. Customer must give notice of any breach of this warranty within thirty (30) days from the date that the Consulting Services are completed, as provided in the Project Authorization applicable to the Consulting Services engagement. In such event, at Centrifly’s option, Centrifly shall (a) use commercially reasonable efforts to re-perform the Consulting Services in a manner that conforms to the warranty, or (b) refund to Customer the fees paid by Customer to Centrifly for the nonconforming Consulting Services. The foregoing shall constitute the exclusive remedy of Customer, and Centrifly’s entire liability, with respect to any breach of this Section 7.3.

7.4 Disclaimers. Centrifly does not warrant that (i) the Software or Subscription Service will meet Customer’s requirements, (ii) the Software or Subscription Service will operate in

combination with other hardware, software, systems or data not provided by Centrifly (except as expressly specified in the Documentation), (iii) the operation of the Software will be uninterrupted or error-free, (iv) the operation of the Subscription Service will be secure, timely, uninterrupted or error-free, or (v) all errors in the Software or Subscription Service will be corrected; provided, however, that if Customer is current on Maintenance Fees, Centrifly shall be obligated to provide Maintenance. THE WARRANTIES STATED IN THIS SECTION 7 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND QUALITY OF SERVICE. NO WARRANTIES SHALL ARISE UNDER THIS AGREEMENT FROM COURSE OF DEALING OR USAGE OF TRADE. CENTRIFY DOES NOT WARRANT THAT THE SOFTWARE, SUBSCRIPTION SERVICE OR DOCUMENTATION ARE FREE OF THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE OR SUBSCRIPTION SERVICE TO SATISFY CUSTOMER'S STATUTORY OR REGULATORY OBJECTIVES OR TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE OPERATION, USE AND RESULTS OF THE SOFTWARE OR SUBSCRIPTION SERVICE.

8. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED IN SECTION 5.2, IN NO EVENT WILL CENTRIFY BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES BY CUSTOMER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY UNDER THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except for Centrifly's liability for Claims under Section 5, the aggregate and cumulative liability of Centrifly for damages under this Agreement shall not exceed the amount of fees paid by Customer under this Agreement during the twelve (12) month period prior to the date when a claim for damages is first made, and if such damages relate to particular Software or Services, such liability shall be limited to fees paid for the relevant Software or Services giving rise to the liability during the twelve (12) month period prior to the date when a claim for damages is first made.

9. PAYMENT PROVISIONS

9.1 Invoices. Unless otherwise required by Centrifly's credit department or set forth on a Schedule, all payments of any fees under this Agreement, including License Fees, Subscription Service Fees, Maintenance Fees and Consulting Fees, shall be payable within thirty (30) days of the date of receipt of Centrifly's invoice. Customer agrees and acknowledges that the terms of

credit extended to Customer or Affiliates are subject to the review of Centrifys credit department and may be revised from time to time, effective immediately upon notice.

9.2 License Fees. In consideration of the Software License granted in Section 2.1.1 of this Agreement, Customer agrees to make the License Fee payments set forth in an applicable Schedule, which payments shall be nonrefundable and irrevocable, except as otherwise provided in this Agreement. No License Fee payment due to Centrifys under this Agreement is contingent upon any performance or completion of any Services.

9.3 Subscription Service Fees. In consideration of the right to use the Subscription Service granted in this Agreement, Customer agrees to make the Subscription Service Fee payments set forth in an applicable Schedule, which payments shall be nonrefundable and irrevocable, except as otherwise provided in this Agreement. No Subscription Service Fee payment due to Centrifys under this Agreement is contingent upon any performance or completion of any other Services.

9.4 Maintenance Fees. Fees for Maintenance shall be payable annually in advance of the Maintenance Period, unless otherwise set forth in a Schedule.

9.5 Consulting Fees. Training and Jump Start offerings shall be invoiced in full upon receipt of an order for Consulting Services, unless otherwise provided in a Project Authorization or Schedule. Consulting Fees shall be invoiced upon completion of the Consulting Services on a weekly basis, unless otherwise provided for in a Project Authorization or Schedule. Training Fees and Jump Start offerings are non-refundable and along with any unused Consulting Services days, expire six months from the date they were ordered, unless otherwise provided in a Project Authorization or Schedule.

9.6 Taxes. The fees specified in this Agreement do not include taxes, duties or fees. If Centrifys is required to pay or collect (i) sales, use, property, value-added, withholding or other taxes, (ii) any customs or other duties, or (iii) any import, warehouse or other fees, associated with the Software Licenses granted or Services provided under this Agreement or with respect to Customer's use of Software or Services, then such taxes, duties or fees shall be billed to and paid by Customer unless Customer provides Centrifys with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is permitted to declare any such taxes, Customer shall declare and pay such taxes and Centrifys shall not be required to invoice Customer. This Section shall not apply to taxes based on Centrifys net income or payroll taxes.

9.7 Cancellation. If any Consulting Services engagement is cancelled by Customer less than three (3) weeks before the scheduled start date for such Services, Customer agrees to pay the full amount of the Consulting Fees that would have been properly invoiced by Centrifys had Customer not cancelled such engagement, and also agrees to pay any reasonable fees and expenses incurred by Centrifys in connection with any such Services prior to such cancellation. In the event that Centrifys notifies Customer of Customer's failure to perform any of its obligations under a SOW, which failure shall have prevented Centrifys from meeting any deadline, such

deadline shall be extended by an amount of time equal to the length of such failure to perform on the part of Customer. Centrifly shall have the right to charge Customer at Centrifly's then applicable daily rates to the extent that such delays cause Centrifly to provide additional services or to spend additional time on the project. In the case of extended delays as to which Customer provides reasonable advance written notice regarding the expected duration of the delay, Centrifly shall make a good faith effort to redeploy its resources to other projects to mitigate such additional charges. Centrifly shall have the right to rely upon all decisions and approvals of Customer.

10. NONDISCLOSURE

10.1 Confidential Information. Each party may have access to information of the other party that is confidential and/or proprietary ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential (whether disclosed in writing, orally or by inspection of tangible objects). Centrifly's Confidential Information shall include, but not be limited to, the Software, Subscription Service, Documentation, formulas, methods, know how, processes, designs, new products, developmental work, marketing requirements, marketing plans, Customer names, prospective Customer names, the terms and pricing under this Agreement, and the results of any comparative or other benchmarking tests with respect to the Software or Subscription Service, in each case regardless of whether such information is identified as confidential. Confidential Information includes all information received from third parties that either party is obligated to treat as confidential and oral information that is identified by either party as confidential.

10.2 Exceptions. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information. In addition, Section 10 will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required to by law or valid order of a court or other governmental authority; provided, however, that the responding party shall first have given notice to the other party to enable the disclosing party to seek a protective order or take other appropriate action.

10.3 Restrictions. Unless otherwise required by applicable law, the parties shall not make each other's Confidential Information available in any form to any third party (except third parties who are Users or Customers) or use each other's Confidential Information for any purpose other than as authorized under this Agreement. Each party shall take all commercially reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of this Agreement. The parties shall hold each other's Confidential Information

in confidence both during the term of this Agreement and for a period of five (5) years after any termination of this Agreement. Each party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Section 10 and that such breach would cause irreparable harm to the non-breaching party; therefore, the non-breaching party shall be entitled to obtain immediate injunctive relief, in addition to whatever remedies it might have at law or under this Agreement.

11. INSURANCE

Centrify agrees at its own expense to secure and keep in full force and effect throughout the term of this Agreement the following insurance policies:

11.1 Commercial General Liability. Commercial General Liability Insurance written on an occurrence form to afford protection with limits not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) combined general aggregate, including coverage for bodily injury and/or death, premises/operations, products-completed operations, independent contractors, and broad form property damage;

11.2 Workers Compensation Insurance. Workers Compensation Insurance providing statutory benefits for service providers' officers, employees, and agents and Employer's Liability coverage with limits not less than One Million Dollars (\$1,000,000);

11.3 Business Automobile Liability Insurance. Business Automobile Liability Insurance including coverage for owned, non-owned, leased, or hired vehicles with limits not less than One Million Dollars (\$1,000,000) per accident combined single limit for bodily injury and property damage;

11.4 Errors and Omissions/Professional Liability Insurance. Errors and Omissions/Professional Liability Insurance including cyber liability, privacy and network security with limits not less than Five Million Dollars (\$5,000,000) each claim to cover professional acts, errors, or omissions arising out of the services performed under this Agreement; and

11.5 Umbrella Insurance. Umbrella Insurance with limits not less than Three Million Dollars (\$3,000,000) each claim and in the aggregate.

Centrify shall add Customer as an additional insured under the commercial general liability policy upon request from Customer. All required insurance shall be primary and non-contributory. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

All policies must be placed with an acceptable insurance company that has an A.M. Best rating of A VII or higher. Upon request from Customer, Centrify will furnish a certificate of insurance, which must evidence the required coverage and disclose any self-insured retentions upon commencement of this Agreement and on an annual basis throughout the term of this Agreement.

12. MISCELLANEOUS

12.1 Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of California, excluding its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are specifically excluded from application to this Agreement. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement prevents either party from seeking injunctive relief in an appropriate or applicable forum.

12.2 Notices. All notices required to be sent under this Agreement shall be in writing and shall be deemed to have been given upon (i) the date sent by confirmed facsimile, (ii) on the date it was delivered by recognized overnight courier or by hand delivery, or (iii) if by certified mail return receipt requested, on the date received, to the addresses set forth above and to the attention of the signatories of this Agreement and the relevant Schedule, or to such other address or individual as the parties may specify from time to time by written notice to the other party.

12.3 Assignment. Neither party shall sell, lease, assign or otherwise transfer this Agreement or any rights or obligations under this Agreement in whole or in part, and any such attempted assignment shall be void and of no effect without the advance written consent of the other party, such consent not to be unreasonably withheld or delayed; provided, however, that such consent shall not be required if (i) Centrify assigns this Agreement to an Affiliate, or (ii) either party assigns this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets, unless the surviving entity (in the case of an assignment by Customer) is a competitor of Centrify. Customer shall provide advance written notice of any permitted assignment under this Section 12.3. Subject to the foregoing consent requirement, Customer may transfer any Software License or any right to use the Subscription Service to any Affiliate without requirement of any relocation, transfer or assignment fee by Centrify. Notwithstanding the foregoing, Centrify reserves the right to impose different credit terms on any successor in interest, including an Affiliate.

12.4 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

12.5 Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of Centrify's proprietary rights in the Software, Documentation or Subscription Service, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued.

12.6 Force Majeure. Each party shall be excused from performance for any period during which, and to the extent that, it or its subcontractor(s) is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures and power failures, etc.

12.7 Successors and Assigns; Third Party Beneficiaries. All provisions of the Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of Centrifly and Customer. Except as expressly provided in this Agreement, there are no third party beneficiaries of any of the warranties, rights or benefits of this Agreement.

12.8 Legal and Export Compliance. Customer shall comply fully with all international and U.S. laws and regulations that apply to the Software, Subscription Service and Documentation and to Customer's use thereof, including but not limited to the U.S. Export Administration Regulations and other end-user, end-use and destination restrictions issued by U.S. and other governments. Without limiting the generality of the foregoing, Customer expressly agrees that it shall not, and shall cause its representatives not to, export, directly or indirectly, re-export, divert, or transfer the Software, Subscription Service or Documentation or any direct product or portion thereof, either directly or indirectly, including via remote access, (i) to any country so restricted by the U.S. Export Administration Regulations, to any person or entity controlled by any such country, or to any national or resident of any such country, other than nationals who are lawfully admitted permanent residents of countries not subject to such restrictions, (ii) to any person or entity on the U.S. Treasury Department's Specially Designated Nationals and Blocked Persons List, (iii) to any person or entity on the U.S. Commerce Department's Denied Persons List, or (iv) to any person or entity to which sale is prohibited under the Enhanced Proliferation Control Initiative ("EPCI"). Centrifly shall be entitled to take all actions it deems necessary to ensure compliance with this Section, including but not limited to developing internal compliance practices such as performing checks and implementing use restrictions with respect to the Software, Subscription Service and Documentation. Customer agrees to the foregoing and represents that Customer is not located in, under the control of, a national or resident of any such country, on any such list, or subject to prohibition under EPCI.

12.9 U.S. Government License Rights. The Software and Documentation covered by this Software License and Service Agreement are "Commercial Item(s)," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, if the Software and Documentation is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those

rights as are granted to all other end-users pursuant to the terms and conditions of this Agreement. Any unpublished-rights are reserved under the copyright laws of the United States.

12.10 Intellectual Property Rights. The Software, Subscription Service and Documentation covered by this Software License and Service Agreement are subject to Centrify patents, trademarks and copyrights, including but not limited to the following patents and trademarks:

PATENTS. U.S. Patents: 9,112,846, 9,015,103 B2, 8,321,523, 8,024,360, and 7,591,005.

TRADEMARKS. Centrify®, DirectControl®, DirectAuthorize®, DirectAudit®, DirectSecure®, DirectControl Express® Centrify User Suite™, Centrify Server Suite™, Centrify for Mobile™, Centrify for SaaS™, Centrify for Mac™, DirectManage™, Centrify Suite™, Centrify Express™, DirectManage Express™, Centrify Identity Platform™, Centrify Identity Service™, Centrify Privilege Service™

12.11 Relationship Between the Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between the parties.

12.12 Entire Agreement. This Agreement, together with the attached exhibits, and any Schedule referring to this Agreement, each of which is incorporated by reference, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement and such exhibits and Schedules. This Agreement applies to all versions of the Software already installed or used by Customer, including prior versions of the Software, and Customer agrees that this Agreement amends and supersedes prior versions of the end user license agreement applicable to such prior versions of the Software.

Exhibit A – Maintenance Policy

This Maintenance Policy is an addendum to the Software License and Services Agreement (the “Agreement”) between Centrifry Corporation and the Customer as defined in the Agreement. Capitalized terms used in this Maintenance Policy and not otherwise defined below shall have the meanings given to such terms in the Agreement. In the event of a conflict between the terms of this Maintenance Policy and the Agreement, the terms of this Maintenance Agreement shall control.

Centrifry Technical Support Policies

The Centrifry Support team is dedicated to providing knowledgeable and timely responses to your support requests. Online, email and phone support are available to all customers as part of our commitment to ensure your success with Centrifry solutions.

Support Packages

Centrifry offers a variety of support packages designed to meet the support needs of every organization. Compare Elite, Premium and Standard Support packages.

Support Feature	Standard Support	Premium Support	Elite Support
24 x 7 Support Portal Access	✓	✓	✓
24 x 7 Customer Community	✓	✓	✓
Product Updates	✓	✓	✓
Local Business Hour Support	✓	✓	✓
24 x 7 Global Support		✓	✓
Technical Account Manager (TAM)			✓
Extend your team with a Primary Point of Contact			✓
Authorized Support Contacts	4	6	10
Support Service Reviews per Year			12
Account Reviews per Year			2
Access to Online Training (180 days)			2

How to Contact Support

Centrify Technical Support is accessible online, by phone, and by email.

Online (preferred)

Centrify's secure Online Customer Support Portal provides 24-hour access to Knowledge Base articles, case submission (ability to select priority) and tracking, and product and documentation downloads. Visit: www.centrify.com/support and click on the "Customer Support Portal" link once logged in.

Phone

North America

(and all other areas excluding EMEA)

Hours: Monday to Friday, 9 AM to 6 PM
during your North America time zone

Phone: +1 669 444 5200 Option 2

+1 877 531 7809

Europe, Middle East and Africa (EMEA)

Hours: Monday to Friday, 9:00 to 18:00 UK
(GMT) (Standard). Premium & Elite
Customers have access 24 x 7

Phone: +44 (0) 203 490 0146

Email

Email: support@centrify.com

Cases opened by email are assigned priority level 4.

Priority Levels & Response Times

The Centrify Support team understands that you require a timely response to your requests. The following table shows the different issue priority levels, their descriptions, and the guaranteed response time. With Elite & Premium Support, you may report a critical issue at any time, night or day, and expect a Technical Support Engineer to begin working on your case based on the priority level of the case.

Priority Level	Definitions	Examples	Standard Support Response Time	Premium Support Response Time	Elite Support Response Time
Level 1	Severe Error Production server or other mission-critical system(s) are down and no workaround is immediately available.	<ul style="list-style-type: none"> System down. All or a substantial portion of your mission-critical data is at a significant risk of loss or corruption. You have had a substantial loss of service. Your business operations have been severely disrupted. 	4 Business Hours	2 Business Hours	1 Business Hours
Level 2	Major functionality is severely impaired Operations can continue in a restricted fashion, although long-term productivity might be adversely affected. Workaround is required.	<ul style="list-style-type: none"> Major system function is unavailable or degraded. Repeated failures. Error will create intolerable delays if not addressed. Issue has halted deployment of product. 	6 Business Hours	4 Business Hours	4 Business Hours
Level 3	Partial, non-critical loss of functionality A problem that involves partial, non-critical loss of use of the software for production purposes or development purposes.	<ul style="list-style-type: none"> Failure in software component that is non-critical. Impaired operations of some components but use of software is possible. 	8 Business Hours	6 Business Hours	6 Business Hours
Level 4	General usage problem There is no impact to production or other environments.	<ul style="list-style-type: none"> General configuration or usage questions. Documentation errors. Cosmetic errors. 	24 Business Hours	24 Business Hours	24 Business Hours

Level 5	Feature request	▪ Request for new general product functionality.	24 Business Hours	24 Business Hours	24 Business Hours
	There is no impact to production or other environments.				

Note: These are standard case response times and not case resolution times. A response means that we will contact you to 1) acknowledge receiving your issue and 2) get any additional information that we will need in order to assist you. Centrify-enabled Tools (i.e. OpenSSH, Putty & Samba) are not part of the Centrify Suite and Centrify Support provides support on these products on a "best effort" and are not covered in the Support SLA. If you would like to purchase Support for the Centrify-enabled Tools, please get in touch with Centrify Support.

Global Support

Centrify's secure Online Customer Support Portal provides 24x7 access to Knowledge Base articles, case submission and tracking, and other resources. Centrify also staffs global support centers during North America, EMEA and APAC business hours to provide fast service in those regions.

Escalation Procedures

Every issue report is tracked from the time you contact us until we jointly agree that the issue has been resolved. Based on the priority of an issue, Centrify Support escalates customer cases through our organization to ensure your business-critical issues receive a quick resolution.

In general, if you are not satisfied with the responsiveness of our Support staff or need to raise the priority of a case or contact the management team you can escalate the case from the Customer Support Portal. The issue can also be escalated to your Regional account team. If you are still not satisfied, the issue can be further escalated to the Vice President of Technical Services.

Product Updates

Purchasing either Elite, Premium or Standard Support entitles you to product updates at no additional charge during the term of the maintenance contract for all Centrify products licensed and covered by maintenance. Customers with who purchase Elite or Premium Support get product Support and updates for 5 years from the release date of a major version. Refer to our Product Support Lifecycle Policy for more details.

Centrify Product Support Policy

Centrify provides support for several different versions of its products on many different operating systems and applications. This document will describe Centrify's policy for supporting various operating systems, patches to those operating systems, various versions of Centrify products as well as our policies for retiring support for older versions of these products and operating systems. This document contains the following sections:

- Naming Conventions for Product Releases
- Product Version Support Policy
- Operating System and Patch Support Policy
- Centrify Vulnerability Disclosure and Remediation Policy

Naming Conventions for Product Releases

Centrify incorporates a number of individual products into a suite, called Centrify Server Suite. The naming convention for this suite is Centrify Server Suite <Year>.<Suite Update Number>

- **Year** – the year in which this version of Centrify Server Suite was introduced. Example: Centrify Server Suite 2014.
- **Suite update numbers** – are updates to the suite that include one or more updates to the Centrify products comprising the suite. Updates to each Centrify product may be a major release, minor release or maintenance release. Example: Centrify Server Suite 2014.1.

Centrify product releases follow the <Major>.<Minor>.<Maintenance> release convention

- **Major releases** - contain all rolled-up bug fixes and major features, architectural changes and functionality. Example: 5.0.0
- **Minor releases** - contain all rolled-up bug fixes of all maintenance releases and may contain some minor new features, preview features and performance enhancements. Examples: 4.1.0, 4.2.0
- **Maintenance releases** – contain all rolled-up bug fixes for all maintenance releases for this minor release and may incorporate additional bug fixes and patches, but do not usually contain new features or other enhancements. Examples: 3.0.7, 4.0.1, 5.0.2

Product Version Support Policy

While we encourage our customers to keep up to date with the current version of Centrify Server Suite, we understand that in some cases it may not be possible to upgrade software that is deployed in production environments.

Centrify provides every product release with “Core Support” for three (3) years from the initial release of the product’s major version release. In this context, the first digit in the version number of the product to be supported indicates a major version release.

Support Policy for Older Versions of Centrify Products

Providing support and maintenance for a product after the end of the Core Support period requires Centrify to bear incrementally higher costs. For this reason, only those customers opting for a Premium & Elite Support Agreement will have support options after the Core Support period ends. Customers with a Standard Support Agreement should upgrade to a Premium or Elite Support Agreement if they wish to continue support for a Centrify product whose Core Support period has ended.

After the end of Core Support, customers with a Premium & Elite Support Agreement will have access to “Extended Support” for an additional two (2) years from when Core Support ends.

Extended Support gives customers access to pre-existing minor and maintenance releases for that major version; no new maintenance releases will be issued for bugs found after Core Support ends and no new features will be added.

Premium & Elite Support Agreement customers with support needs beyond the Core and Extended Support timeframes can request a custom agreement for “Sustaining Support” from Centrify.

	Core Support	Extended Support	Sustaining Support
Time Frame	3 years from GA of major version	2 years from end of Core Support	As per custom contract
Phone/Email/Web support	Yes	Yes	Yes
Bug Fixes ^{*1}	Yes	Yes	No
Maintenance and Minor Releases	Yes	No	No
Workarounds if applicable	Yes	Yes	Yes

	Core Support	Extended Support	Sustaining Support
Product available on Download Center?	Yes	Yes	No
Support Agreement Required	Standard/Premium/ Elite	Premium/Elite	Custom

*1: Bug Fixes are fixes for specific issues or defects, provided to customers on an as-needed basis. Bug Fixes are usually verified by the customer in their own environment and then incorporated into a future maintenance release.

Operating System and Patch Support Policy

Centrify provides support for its products across a broad range of UNIX, Linux and Macintosh operating systems as listed on the Centrify Web site at <http://www.centrify.com/platforms> (the document of supported platforms is the most accurate list of supported platforms) as a result of Centrify's quality assurance program.

For Centrify Server Suite (Standard, Enterprise & Platinum editions), new versions of operating systems currently supported will be supported in the next release of Centrify Suite, usually within ninety (90) days but no later than one hundred eighty (180) days after general availability from the vendor. Support for a new processor type will be determined based on customer demand and market needs.

Support Policy for Older Versions of Operating Systems

As platform, hardware and operating system vendors End-of-Life (EOL) older releases of their products, Centrify will also retire support for the operating system.

The intention to retire an operating system will be announced on the Centrify Web site, in the list of supported platforms at the URL above, and also in the release notes for Centrify Server Suite. The announcement will be made in the release of Centrify Server Suite **prior** to the final release in which that operating system is supported. For example, if the final release for an operating system is in Centrify Server Suite 2014.2, the announcement will appear in Centrify Server Suite 2014.1.

Customers with current Premium & Elite Support Agreements will continue to receive "Extended Platform Support" for an additional two (2) years from when the Core Support ends and will continue to have access to bug fixes for critical issues, pre-existing minor and maintenance releases for that version of the operating system.

No new major or minor releases of Centrify products will be available once the operating system is on the list of retired Operating Systems.

Premium & Elite Support Agreement customers with support needs beyond the Core and Extended Support timeframes can request a custom agreement for “Sustaining Support” from Centrify.

	Core Support	Extended Platform Support	Sustaining Platform Support
Time Frame	Until added to Retired List	2 years from end of Core Support	As per custom contract
Phone/Email/Web support	Yes	Yes	Yes
Bug Fixes ^{*1}	Yes	Only for Critical Issues ^{*2}	Only for Critical Issues ^{*2}
Maintenance and Minor Releases	Yes	Only for Critical Issues ^{*2}	No
Workarounds if applicable	Yes	Yes	Yes
Product available on Download Center?	Yes	Yes	No
Support Agreement Required	Standard/Premium/Elite	Premium/Elite	Custom

^{*1}: Bug Fixes are fixes for specific issues or defects, provided to customers on an as-needed basis. Bug Fixes are usually verified by the customer in their own environment and then incorporated into a future maintenance release.

^{*2}: Critical Issues are security vulnerabilities in Centrify products or where an operating system vendor-supplied mandatory bug fix or patch causes Centrify products cease to function with that bug fix or patch installed.

Centrify Vulnerability Disclosure and Remediation Policy

All vulnerabilities in Centrify products will be disclosed to customers who have opted in to Centrify support announcements in a vulnerability notice no later than two (2) business days after the initial report to Centrify, regardless of the existence or availability of a patch or workaround.

Centrify monitors CERT Advisories and assesses the impact of such advisories on third party and open source code incorporated into Centrify products. Where an advisory relates to source code incorporated into a Centrify product, within five (5) business days of receipt of such advisory,

Centrify will create a vulnerability notice, post it on its support portal and notify all customers who have opted in for email updates from Centrify.

Centrify will make commercially reasonable efforts to resolve the issue or provide a workaround in the shortest time possible commensurate with the likelihood of the vulnerability's exploitation and begin working on a fix within 24 hours.

SAMBA, Putty & OpenSSH Support Policy

Centrify provides Putty, OpenSSH and SAMBA at no charge to customers who purchase the Centrify Server Suite Standard, Enterprise or Platinum Edition, however these products are not part of the actual suites. These products are not required to utilize the Centrify products. Centrify provides best effort support on these products and they are not covered in the support SLA.

Centrify is only responsible for the authentication piece in the Centrify-enabled Samba. For our Best Effort support on Samba Centrify is responsible for the authentication piece only and not responsible for file systems, performance or WINS issues.

Customer Security Notification

In the event that a customer discovers a vulnerability that affects the confidentiality, integrity or the availability of the service, software or data, they are to immediately contact Centrify and provide the pertinent details required to recreate the vulnerability. The Centrify Information Security team may reach out to the reporting customer to gather additional details required to recreate the vulnerability. If vulnerability is confirmed then the "Centrify Vulnerability Disclosure and Remediation Policy" will take effect immediately. Centrify has a list of published Security vulnerabilities posted here (<https://www.centrify.com/support/customer-support-portal/policies/product-security/>).

How to Report a Security Issue

Email: security@centrify.com

Phone: +1 (669) 444-5200, Option 2

How to Contact Centrifly

North America (And All Locations Outside EMEA)

Centrifly Corporation
3300 Tannery Way
Santa Clara, CA 95054
United States

Sales: +1 (669) 444-5200

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Exhibit B – Subscription Service Addendum

This Subscription Service Addendum (this “Addendum”) is an addendum to the End User Software License and Services Agreement (the “Agreement”) between Centrifry Corporation and the Customer as defined in the Agreement. Capitalized terms used in this Addendum and not otherwise defined below shall have the meanings given to such terms in the Agreement. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

Customer and Centrifry hereby agree to the following:

1. Centrifry Obligations

1.1 Availability of Service. Centrifry agrees to use its commercially reasonable efforts to make the Subscription Service generally available 99.9% of the time, 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Centrifry shall give at least two weeks online or e-mail notice to Customer and which Centrifry shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. PT Friday to 3:00 a.m. PT Monday); or (b) any unavailability caused by circumstances beyond Centrifry’s reasonable control, including the force majeure provisions identified in the Agreement and computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Centrifry’s possession or control, and network intrusions or denial of service attacks. Service availability is documented monthly at www.centrifry.com/trust.

1.2 Support. As part of the Subscription Service, Centrifry agrees to provide Customer with customer support consistent with the maintenance level purchased by Customer as described in the Maintenance Policy.

1.3 Security. Centrifry shall maintain commercially reasonable administrative, physical and technical safeguards to maintain and protect Customer’s data that is submitted to the Subscription Service by Customer. Centrifry shall not be responsible for loss of data transmitted on networks not owned or operated by Centrifry, including the Internet. Centrifry shall produce an SSAE 16 (SOC 2) report (or similar alternative report as reasonably selected by Centrifry) on an annual basis, and Customer may request a copy of such report and agrees that such report shall be deemed Centrifry’s Confidential Information under the Agreement.

1.4 Ownership of Customer Data. Except for Software that Centrifry licenses to Customer, as between the parties, Customer retains all right, title, and interest in and to Customer Data. Centrifry acquires no rights in Customer Data, other than the right to host Customer Data within the Services, including the right to use and reproduce Customer Data solely as necessary to provide the Services.

1.5 Use of Customer Data. Centrifry will use Customer Data only to provide Customer with the Services. This use may include troubleshooting to prevent, find, and fix problems with the

operation of the Services. It may also include improving features for finding and protecting against threats to users. Centrifly will not use Customer Data or derive information from it for any advertising or other marketing purposes without Customer's consent.

1.6. Third-party requests. Centrifly will not disclose Customer Data to a third party (including law enforcement, other government entity, or civil litigant, but excluding Centrifly's subcontractors) except as the Customer directs or unless required by law. Should a third party contact Centrifly with a demand for Customer Data, Centrifly will attempt to redirect the third party to request that data directly from Customer. As part of this effort, Centrifly may provide Customer's basic contact information to the third party. If compelled to disclose Customer Data to a third party, Centrifly will promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so. Customer is responsible for responding to requests by third parties regarding Customer's use of the Services, such as requests to take down content under the Digital Millennium Copyright Act.

2. Customer Obligations

2.1 Internet Access. Customer must have a high speed Internet connection in order to use the Subscription Service. Customer shall procure and maintain the hardware, software and systems that connect Customer's network to the Subscription Service, and shall implement all reasonable communication and security protocols necessary to use the Subscription Service.

2.2 Customer Information. Customer shall provide and maintain with Centrifly accurate and complete information on Customer's legal business name, address, phone number, email address(es) and other information reasonably requested by Centrifly. Customer agrees that Centrifly may provide any and all communications, reports, statements and notices (other than legal notices under the Agreement) to such email address(es), and may rely on any communications, directions or statements received from such email address(es).

2.3 Security. Customer shall maintain commercially reasonable administrative, physical and technical safeguards to prevent unauthorized access to or use of the Subscription Service. Customer is responsible for all activity occurring under its User Accounts, including, but not limited to those that access the Subscription Service, www.centrifly.com and related Centrifly websites and user portals, and for abiding by all applicable local, national and international laws. Customer shall promptly notify Centrifly of any unauthorized access to or use of the Subscription Service and any loss or theft of any User's username or password of which Customer becomes aware.

2.4 Customer Data. Customer is responsible for the quality, accuracy and integrity of any data and other information that Customer submits to Centrifly in the course of using the Subscription Service. Centrifly will not be responsible for any corrections, deletions or damage to Customer's data.

3. Changes

3.1 Changes to the Subscription Service. Centrifys may make changes to the functionality, user interface, usability of the Subscription Service and related Documentation from time to time. In the event of any material change to the functionality, user interface, usability of the Subscription Service, as Customer's sole remedy in the event of such change, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of fees paid by Customer for the Subscription Service for the terminated portion of the term.

3.2 Changes to this Addendum. Centrifys may make changes to this Addendum from time to time, but will not reduce the level of service for which Customer has paid. In the event of any material change to this Addendum, Centrifys will notify Customer by either sending an email to the email address(es) provided by Customer pursuant to this Addendum, or will post a notice in Customer's administrator's account. If Customer does not agree to such change, Customer must notify Centrifys within thirty (30) days of Customer's receipt of such change, in which case the change will not take effect until the end of the then current term for the Subscription Service.

4. Suspension and Termination

4.1 Suspension for Non-Payment. Centrifys reserves the right to suspend Customer's access to or use of the Subscription Service in the event any payment of Subscription Service Fees is due but not paid within thirty (30) days of the date of Centrifys's invoice. Customer agrees that Centrifys will not be liable to Customer, any Affiliate or any third party for any suspension under this Section 4.1.

4.2 Suspension for Inappropriate Use. Centrifys reserves the right to suspend Customer's access of the Subscription Service if Centrifys determines that Customer's use is contrary to law or causing material harm to Centrifys or others. Centrifys will provide reasonable notice of such suspension. Customer agrees that Centrifys will not be liable to Customer, any Affiliate or any third party for any suspension under this Section 4.2.

4.3 Handling of Data on Termination. In the event of any expiration or termination of Customer's use of the Subscription Service, upon Customer's request, Centrifys will export Customer's data that is stored on the Subscription Service to a mobile storage medium and will return such data to Customer. Alternatively, Customer may request that Centrifys delete all such data. Centrifys may delete all of Customer's data that is stored on the Subscription Service ninety (90) days following any expiration or termination of Customer's use of the Subscription Service. Customer agrees that Centrifys will not be liable to Customer, any Affiliate or any third party for any data deleted under this Section 4.3.