

**BARAMUNDI SOFTWARE USA, INC.**  
**END USER LICENSE AGREEMENT (EULA)**

**IMPORTANT:** PLEASE READ THIS EULA CAREFULLY AND PRINT IT FOR YOUR RECORDS. WE ARE WILLING TO LICENSE THE SOFTWARE AND/OR PROVIDE THE SERVICES TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL THE TERMS CONTAINED IN THIS AGREEMENT THROUGH ONE OF THE METHODS DESCRIBED HEREIN. YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, ORDER, RECEIVE OR USE THE SOFTWARE OR SERVICES. THIS EULA AND THE DOCUMENTATION (AS DEFINED BELOW) (COLLECTIVELY, THE "AGREEMENT") IS BETWEEN BARAMUNDI SOFTWARE USA, INC., A DELAWARE CORPORATION ("BARAMUNDI," "WE," OR "US") AND THE INDIVIDUAL OR LEGAL ENTITY DOWNLOADING, INSTALLING, ORDERING, RECEIVING OR USING BARAMUNDI OR BARAMUNDI-SUPPLIED SOFTWARE OR SERVICES, ("YOU," OR "YOUR"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY.

**1. DEFINITIONS**

All capitalized terms have the meanings as defined in this Agreement. In addition, the following terms shall be defined as set forth below:

- 1.1. "Affiliate" means in relation to a party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with that party from time to time. "Control" means that a party owns directly or indirectly more than 50% of the shares or equity instruments of the other party representing the right to vote on all or substantially all matters, including the election of directors.
- 1.2. "Authorized Machine" means a machine in the Territory on which the Software resides and which meets the license restrictions herein and the Documentation requirements and for which You have paid.
- 1.3. "Authorized User(s)" means any individual who is entitled to use the Software or access the Services, pursuant to the terms and conditions of this Agreement, including: (a) any of Your employees, consultants, Third-Party Clients or independent contractors; and (b) any third party who hosts the Software on Your behalf under a hosting agreement (e.g., IT outsourcer) and who has agreed in writing to abide by the terms of this Agreement.
- 1.4. "baramundi Entity(ies)" means baramundi, its parent company and all Affiliates, officers, employees, consultants, and agents of baramundi or of its parent company.
- 1.5. "Confidential Information" means information that is: a) designated in writing as "confidential" at the time of disclosure, b) constitutes the trade secrets of a party; or c) comprises 's Software and/or its pricing. Notwithstanding the foregoing, Confidential Information does not include information that the receiving party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action or inaction by the receiving party; (b) was rightfully in the receiving party's possession or known by it prior to receipt from the disclosing party; (c) is rightfully disclosed without restriction to the receiving party by a third party without violation of obligation to the disclosing party; or (d) is independently developed by the receiving party without use of the Confidential Information of the disclosing party.
- 1.6. "Customer Data" means any and all of Your data, information and materials that are uploaded by or for You or that are accessed by Us in connection with Your use or Our provision of the Software or Services, including Personal Information, but excluding Usage Data.

- 1.7. "Documentation" means any documentation baramundi makes generally available to Our customers pertaining to the Software or Services, as may be updated or amended from time to time. Documentation also includes baramundi's EULA and applicable Order Form(s).
- 1.8. "Hosted Environment" means a baramundi or third party owned computer system on which baramundi Software is installed and made available for remote use by You or Your Third Party Clients, including, without limitation, access to a cloud operated and maintained by baramundi or a service provider of baramundi.
- 1.9. "Marks" means any service marks, trademarks, logos, symbols, and names which are owned or licensed by a baramundi Entity.
- 1.10. "Order Form(s)" or "Quote" means the form detailing an order which is incorporated into and becomes a part of this Agreement. Depending on the Software or Services ordered, the Order Form or Quote may be completed online or may be your invoice.
- 1.11. "On Premise" means Software that is not deployed in a Hosted Environment.
- 1.12. "Personal Information" or "PI" means any information or data that can be used to identify or contact, You and/or Your Authorized Users or any third party.
- 1.13. "Service(s)" means (a) the baramundi services set forth in the applicable Documentation and may include professional services, maintenance services and Software provided as a service in a Hosted Environment.
- 1.14. "Software" means baramundi or baramundi-distributed software in object code format, including any software provided by baramundi as a Service, and the associated Documentation, but does not include any open source software which is subject to its own license.
- 1.15. "Territory" means the geographic region where Software and Services may be deployed and used as specified in the Order Form. If no Territory is specified in the Order Form or Quote, the Territory is world-wide.
- 1.16. "Third-Party Client" means a person or entity to whom You provide information technology services through use of the Software or Services.
- 1.17. "Usage Data" means any non-Personal Information relating to or arising from the capabilities, problems, successes, statistics, diagnostics, inventory, composition, configuration, performance (or lack thereof) of: (a) the Software or Services; (b) Authorized Machines or any network to which an Authorized Machine is connected; or (c) any software or hardware loaded on, comprising, or used in connection with or otherwise related to any of the foregoing.
2. LICENSE AND RIGHT TO ACCESS.

Conditioned upon Your and/or your Third Party Client's acceptance and compliance with the terms and conditions of this Agreement, baramundi grants to You and your Third Party Clients, during the Term, a nonexclusive and nontransferable license to download, install and use the Software and access the Services for which You have paid the required fees.

### 3. ACQUISITION MODELS.

As set forth in the Documentation, We offer different acquisition models (sometimes in combination with each other), including the following:

- 3.1. Perpetual. Under this model We grant You a perpetual, non-revocable (except in the event of a material violation of this Agreement) license to the applicable On Premise Software.
- 3.2. Subscription (On Premise or Hosted Environment). Under this model, You are granted a license to access the applicable Software or Service during the Term either On Premise or in a Hosted

Environment. You understand that portions of the Software (e.g. Agents) may still be deployed on Your servers even if you are in a Hosted Environment.

#### 4. RESTRICTIONS.

You agree to the following restrictions:

- 4.1. General. You acknowledge that the Software and Services contain trade secrets of baramundi or its suppliers or licensors. You agree not to disclose, provide, or otherwise make available trade secrets contained within the Software or Services in any form to any third party and you further agree to reasonably protect such trade secrets. You agree not to reverse engineer, decompile, disassemble, translate, observe, test the functioning of or attempt to learn the source code of the Software or Services (or any part thereof), except and only to the extent that such restriction is prohibited under applicable law. Unless expressly set forth in this Agreement, you may not use, copy, modify, combine, merge, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver, or otherwise transfer, directly or indirectly, the Software (in whole or in part) or any rights in the Services. You may not remove from the Software or Services, or alter or add, any Marks or copyright notices or other proprietary rights markings. You shall not: (a) create Internet "links" to the Software or Service or "frame" or "mirror" any Software or Service on any other machine; or (b) reverse engineer or access the Service or Software in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Software or Service, or (iii) copy any ideas, features, functions or graphics of the Software or Service. Your license to the Software and rights to the Services may terminate, without notice, in the event of a material breach by You under this Agreement.
- 4.2. Authorized Machines. Where applicable, the maximum number of Authorized Machines on which the Software may be installed and used is set forth in the Order Form. You may only install and use baramundi Server Software on Authorized Machines owned by you or your Affiliates. You may install and use copies of other baramundi Software on Authorized Machines owned by you or your Affiliates and on third-party Authorized Machines owned by your Third Party Clients. You agree that you will not make the Software or Services available or accessible for use by any other third person or entity other than your Affiliates or Your Third Party Clients, either by means of a Hosted Environment or otherwise. Subject to the foregoing limitations and except as otherwise set forth in the Documentation, a copy of any baramundi Software may be moved to a different Authorized Machine, provided You are only using the maximum number of copies of the baramundi Software for which You are licensed.
- 4.3. License Keys. You understand and agree that the Software functionalities are enabled through the use of "license keys". For so long as you are not in breach or default with respect to any of your obligations to Us, We will provide you with all license keys necessary to enable normal use of the Software or Services that You have acquired. You agree that at any time We may disable or refuse to renew or replace license keys, rendering some or all aspects of the Software or Services unusable, to enforce Our rights hereunder.
- 4.4. Overage. In the event that You exceed the number of permitted licenses, You agree to pay additional license fees at list price for any overage. Where you are permitted in accordance with this Agreement to allow a third party or Affiliate to benefit from the Services and/or Software, you agree to ensure that all such use: (a) does not exceed your permitted use; (b) is controlled by you; and (c) is in accordance with the terms of this Agreement.
- 4.5. Your Computer Systems and Airtime Services. Except as the Parties expressly agree in writing, baramundi has no responsibility for the selection, implementation, interoperability and