

Product Terms and Conditions

Capitalized terms as used herein are as defined at the end of this document or as defined in-line with the first use. Unless otherwise agreed in writing and signed by an authorized representative of Stratus Silver Lining Inc. or its applicable U.S. affiliate, these Product Terms and Conditions (“**Sales Terms**”), govern all purchases of the Products, including the Platform, by the entity placing an order (“**Buyer**”) and Stratus Silver Lining Inc. (hereafter “StratusWorX”), a Delaware corporation, or its appropriate U.S. affiliate(s) (individually and collectively, “Stratus Silver Lining”).

Right to use. We grant Buyer, and Buyer’s End Users, the right to access and use the Products and to install and use the Software included with the Subscription, subject to any and all terms and conditions of any third-party software and as further described in this agreement.

Acceptable use. Buyer may use the Products only in accordance with this Agreement. Buyer may not reverse engineer, decompile, disassemble, or work around technical limitations in the Products, except to the extent that applicable law permits it despite these limitations. Buyer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters your use of the Product. Buyer may not rent, lease, lend, resell, transfer, or sublicense any Products or any portion thereof to or for third parties. Neither Buyer, nor those that access Products through Buyer, may use any Products:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- on unmetered Products, excessive use, as determined relative to similar buyers of Products in similar industries using similar software and compute resources using any generally accepted Outlier Detection Methods in deviation detection;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Products or impair anyone else’s use of it;
- in any application or situation where failure of the Product could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; or
- to assist or encourage anyone to do any of the above.

Violation of the terms in this section may result in immediate suspension of Buyer’s access to any and all Products.

End Users. Buyer wholly controls access by End Users, and Buyer is responsible for End User use of the Products in accordance with this Agreement. For example, Buyer will ensure End Users comply with the Acceptable Use Policy and all other Sales Terms.

Customer Data. Buyer is solely responsible for the content of all Customer Data. Buyer will secure and maintain all rights in Customer Data necessary for StratusWorX to provide the Products to Buyer without violating the rights of any third party or otherwise obligating StratusWorX to Buyer or to any third party. StratusWorX does not and will not assume any obligations with respect to Customer Data or to Buyer’s use of the Products other than as expressly set forth in this Agreement or as required by applicable law.

Non-StratusWorX Products. We may make Non-StratusWorX Products available to Buyer through the Portal, our Platform or other means. The use of any Non-StratusWorX Products will be governed by separate terms between Buyer and the third party providing the Non- StratusWorX, including any third-party Cloud providers or any third-party software providers. For Buyer’s convenience, StratusWorX may include charges for the Non-StratusWorX Products, including third-party software, as part of Buyer’s invoice and charges for the Products. StratusWorX, however, assumes no responsibility or liability

whatsoever for any Non-StratusWorX Products. Buyer is solely responsible for any Non-StratusWorX Product or services that are installed or used with the Products. We are not a party to and are not bound by any terms governing Buyer's use of any Non-StratusWorX Product. If Buyer installs or uses any Non-StratusWorX Product with the Products, then Buyer, not StratusWorX, direct and control the installation and use of it with the Products through Buyer's actions (for example, through your use of application programming interfaces and other technical means that are part of the Products). We will not run or make any copies of such Non-StratusWorX Products outside of our relationship with Buyer. If Buyer installs or uses any Non-StratusWorX Product with the Products, Buyer may not do so in any way that would subject our intellectual property or technology to obligations beyond those included in this Agreement.

Buyer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Buyer's use of the Products. Buyer must promptly notify our customer support team about any possible misuse of Buyer accounts or authentication credentials or any security incident related to the Products.

Updates. StratusWorX may make changes to the Products from time to time. We will provide Buyer with one month's prior notice before removing any material feature or functionality (excluding Previews), unless security, legal, or system performance considerations require an expedited removal.

Orders. Additional terms and conditions may apply to the purchase of certain Products (e.g., cloud services, professional services, etc.). Buyer's orders are offers to purchase Products subject to these Sales Terms. All orders are subject to StratusWorX's acceptance. StratusWorX may decline or cancel any order for any reason at any time. StratusWorX's acceptance of Buyer's order is limited to these Sales Terms without any modification or exception, including any modification proposed in order terms from Buyer. Additional terms and conditions on any Buyer document (e.g., order) will have no effect (i.e., will not change or add to these Sales Terms whether or not StratusWorX specifically objects to those terms and conditions). Buyer, on behalf of itself and the customer for whom the Product is purchased, consents to the transfer of Buyer's and customer's email addresses, when such transfer is required to complete a transaction. Buyer represents and warrants that all of Buyer's employees and agents placing orders on behalf of Buyer are duly authorized to bind Buyer to the obligations undertaken by Buyer. Buyer acknowledges that by saving a credit card for future use, Buyer agrees to store its card details for future payments. Buyer is responsible for keeping its login information secure and safe. Anyone who has access to Buyer's account will be able to make purchases using Buyer's saved card. If Buyer shares its login information or allows a third party to gain access to Buyer's account, Buyer will be liable for any transactions made on Buyer's account. Buyer is responsible for monitoring its orders on a daily basis. All accepted orders are binding. Buyer may not cancel or amend any accepted order without StratusWorX's written consent, except in the event of a material default by StratusWorX with respect to such order which has not been cured by StratusWorX within a reasonable period of time (not less than ten (10) days) following receipt of written notice from Buyer of such default. Any cancellation by Buyer permitted hereunder must be in writing and specify in reasonable detail the nature of the default. Orders for non-standard Products, including Products configured to Buyer's specifications, are non-cancelable and non-returnable. StratusWorX's acceptance of Buyer's order occurs at time of shipment.

Payment Terms. Buyer authorizes immediate deduction from any credit card on file of any charges incurred by Buyer. If Buyer is invoiced for services, Buyer shall pay all invoiced amounts within thirty days of the date of such invoice, or as otherwise specified in the invoice from StratusWorX to Buyer. Late payments shall incur interest at the rate of the lesser of (i) 1.5% per month; or, (ii) the maximum amount permitted under law. In the event that Buyer fails to pay any invoice for more than thirty days after its due date, StratusWorX may, at its sole and absolute discretion, terminate Buyer's access to any and all services or terminate any and all agreements as between them and pursue such other or further remedies available under law.

Price. Buyer may purchase Products at the prices prevailing at the time of shipment, as determined by StratusWorX. Quoted prices are subject to change without notice and, unless specifically included in a quote or invoice, do not include any taxes, handling, shipping, transportation, duties or other charges or fees. Buyer is responsible for all applicable fees and all federal, state, provincial, municipal, and other government taxes on the sale and delivery of Products. Buyer must present to StratusWorX exemption certificates, valid in the place of delivery, prior to shipment.

Payment. Buyer agrees to pay all charges according to the payment terms established in each invoice for Products it acquires from StratusWorX. Buyer waives any right it may have at law, in equity, under contract or otherwise to set-off or exercise any similar remedy against StratusWorX in whole or in part, any sum that StratusWorX or any of its affiliates may owe Buyer. StratusWorX may apply payments to any of Buyer's accounts. In the event Buyer defaults on any payment to StratusWorX, StratusWorX may reschedule, suspend, or cancel any outstanding delivery or order and declare the entire outstanding balances under all invoices immediately due and payable. Buyer agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any payment past due, pursuant to the terms set forth on each invoice until collected. Buyer must pay to StratusWorX all costs and expenses, including, without limitation, reasonable attorney's fees and the fees of any collection agency and court costs, incurred by StratusWorX in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of these Sales Terms. Except as otherwise provided under applicable law, any credits provided by StratusWorX will automatically expire if not used within twelve months.

Returns. Buyer may only return Products as permitted in these Sales Terms. Products otherwise will be non-returnable and the prices and fees will be non-refundable. In order to be eligible to receive credit for returned Products, Buyer must adhere to StratusWorX's then current returns processing guidelines. Buyer must obtain a valid return authorization number ("RAN") from StratusWorX for all returns prior to returning any Product. StratusWorX has no obligation to issue RANs. Buyer is responsible for ensuring that the RAN is clearly visible on any communications with StratusWorX and for complying with all other StratusWorX requirements provided to Buyer when the RAN is issued. If Buyer desires to return any Products, Buyer must initiate a new order for the replacement Products. If Buyer returns any Products without StratusWorX's authorization or does not comply with StratusWorX's return requirements, those Products may be considered abandoned and may not be credited to Buyer's account. StratusWorX's sole liability for any returned Products will be acceptance of their return and issuance of credits pursuant to StratusWorX's then current returns processing guidelines.

Warranties/Indemnities. Buyer acknowledges that StratusWorX is not the manufacturer of the Products. Product warranties, if any, are provided by the manufacturer or publisher ("Vendor") of the Products. STRATUSWORX EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO ANY PRODUCT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ALL INFORMATION IS PROVIDED TO BUYER "AS IS." To the extent authorized, StratusWorX will pass through to Buyer any transferable Product warranties, indemnities, and remedies provided to StratusWorX by the Vendor, if any, including any warranties and indemnities for intellectual property infringement. Buyer's, its affiliates', and their respective customers' sole and exclusive remedy relating to the Products will be the remedy, if any, afforded by the applicable Vendor of such Products to such parties.

STRATUSWORX IS NOT RESPONSIBLE FOR AND HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS BUYER, ITS EMPLOYEES, CONTRACTORS, END-USERS OR THEIR

AFFILIATES, THEIR CUSTOMERS, OR ANY OTHER PARTY, FROM OR AGAINST ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION, INCLUDING ANY DAMAGES, COSTS OR EXPENSES INCURRED BY SUCH PARTIES, ARISING FROM OR RELATING TO THE ACTUAL OR ALLEGED PRODUCT LIABILITY, BREACH OF SECURITY, LOSS OF DATA, OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS RELATED (DIRECTLY OR INDIRECTLY) TO THE MANUFACTURE, SALE, OR USE OF THE PRODUCTS. Buyer warrants that it has all necessary legal rights to all intellectual property it provides to StratusWorX. BUYER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS STRATUSWORX, ITS AFFILIATES, AND ITS VENDORS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY LIABILITIES, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS) ARISING OR RESULTING FROM CLAIMS, DEMANDS, ACTIONS OR PROCEEDINGS OF ANY KIND ARISING FROM OR RELATING TO: (i) BUYER'S USE, MARKETING, DISTRIBUTION OR SALE OF PRODUCTS IN A MANNER OTHER THAN AS SPECIFIED IN PRODUCT/SERVICE DESCRIPTIONS OR SPECIFICATIONS; (ii) STRATUSWORX'S OR ITS VENDOR'S COMPLIANCE WITH DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS PROVIDED BY BUYER; (iii) BUYER'S BREACH OF THESE SALES TERMS OR ACTS OR OMISSIONS OF BUYER, ITS AFFILIATES, ITS AGENTS, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS; OR (iv) VIOLATION OR ALLEGED VIOLATION OF ANY APPLICABLE LAWS OR REGULATIONS BY BUYER OR ITS AFFILIATES.

Limitation of Liability. StratusWorX will have no liability for: (i) failure to allocate or reserve any Product for Buyer; (ii) failure to deliver Products within a specified time period; (iii) availability and/or delays in delivery of Products, (iv) discontinuation of Products, product lines, or any part thereof; or (v) cancellation of any orders. THE ONLY LIABILITY STRATUSWORX WILL HAVE WITH RESPECT TO ANY DAMAGED, DEFECTIVE, AND/OR ERRONEOUSLY SHIPPED PRODUCTS WILL BE THE RETURN RIGHTS DESCRIBED HEREIN. BUYER AGREES THAT STRATUSWORX'S LIABILITY FOR DAMAGES ARISING UNDER THESE SALES TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL BE LIMITED TO ACTUAL, PROVEN, DIRECT DAMAGES AND WILL NOT EXCEED THE NET AMOUNT PAID TO STRATUSWORX BY BUYER FOR THAT PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER WAIVES ANY CLAIMS, DEMANDS, CAUSES OF ACTION, OR RECOVERIES FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SALE OF THE PRODUCTS OR SERVICES, FAILURE TO PERFORM IN ACCORDANCE WITH THE SALES TERMS, OR ANY PRODUCTS OR INFORMATION, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INJURY TO PERSONS OR PROPERTY, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION OR LOSS OF GOODWILL, LOSS OF DATA, OR SECURITY BREACH, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, AND EVEN IF STRATUSWORX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY TORT OR STATUTORY CAUSES OF ACTION. BUYER EXPRESSLY WAIVES ALL CLAIMS FOR THOSE DAMAGES. THIS PROVISION SHALL SURVIVE ANY TERMINATION OF THESE SALES TERMS. THE OBLIGATIONS OF STRATUSWORX AND ANY AFFILIATE THEREOF, IF ANY, HEREUNDER ARE THE SEVERAL OBLIGATIONS OF EACH SUCH ENTITY, AND NOTHING HEREIN WILL BE DEEMED TO CREATE ANY JOINT AND SEVERAL LIABILITY BETWEEN OR AMONG STRATUSWORX AND/OR ANY OF ITS AFFILIATES.

Force Majeure. StratusWorX will not be responsible for delays in deliveries or failure to perform due to events of force majeure, including, but not limited to, fire, flood, tornado, earthquake, war, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine restriction, delay in transportation, labor shortage or strikes, materials or manufacturing facility shortage, accidents, boycott, embargo or any act or regulation of government or governmental authority and other contingencies beyond StratusWorX's control resulting in impossibility or delay of performance of StratusWorX.

Compliance. Buyer agrees to abide by all laws and regulations applicable to its performance of its obligations under these Sales Terms. Neither party has made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official, or the immediate family of any such official, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, Buyer or StratusWorX in obtaining or retaining business, or securing an improper advantage. If Buyer delivers the Products to its customer who may use the Products outside the United States, Buyer will advise its customer that the Products are controlled for export by the U.S. Department of Commerce and that the Products may require authorization prior to export from the United States or re-export.

Restrictions. Buyer agrees to adhere to StratusWorX's and any applicable Vendor's current Product Restrictions and Obligations Policy. Buyer may not alter or modify the Products in any way or combine the Products with any other product or material not authorized by StratusWorX and the applicable Vendor. Products may have additional restrictions on their distribution or use. Buyer is solely responsible for ensuring its adherence to any and all such restrictions.

Relationship. Buyer and StratusWorX are independent contractors. Nothing stated in these Sales Terms will be construed as creating the relationship of employer/employee, franchisor/franchisee, partners or principal/agent between the parties. Neither party will make any warranty, guarantee or representation, whether written or oral, on the other party's behalf.

Governing Law. If the order(s) or transaction(s) giving rise to a dispute or controversy is with StratusWorX Inc. or one of its U.S. affiliates the laws of the State of California will govern, excluding its conflicts of law rules, and the parties agree to and submit to personal jurisdiction and venue exclusively in the state and federal courts situated in San Francisco, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Sales Terms.

Notices. All notices, requests, demands, and other communications must be in writing and may be given by: (i) personal delivery; (ii) registered or certified mail, return receipt requested; or (iii) nationally recognized courier services to the party at its official corporate address. Notices to StratusWorX must be sent to: StratusWorX, 6701 Koll Center Parkway, Suite 250, Pleasanton, CA 94566, Attention: Legal Department.

Publicity. Except for any announcement intended solely for internal distribution by either party or any disclosure required by legal, accounting, or regulatory requirements, all media releases, public announcements, or public disclosures by either party or its employees or agents relating to these Sales Terms, the relationship between StratusWorX and Buyer, or including the marks of the other party or any affiliate of that party, must be approved in writing by the other party prior to release.

Assignment. Buyer may not assign or delegate its rights or duties under these Sales Terms, by operation of law or otherwise, in whole or in part, without the prior written consent of StratusWorX. Any direct or

indirect change of control of Buyer will be deemed an assignment. Any attempted assignment by Buyer without that consent will be null and void without any force or effect. StratusWorX's affiliates may perform its obligations arising under these Sales Terms. These Sales Terms will be binding upon and, except as otherwise provided herein, will inure to the benefit of the parties hereto and their respective successors and assigns.

Validity. If any provision of these Sales Terms is held to be unenforceable, the enforceability of the remaining provisions will not in any way be affected. Failure or delay of either party to exercise a right under these Sales Terms will not operate as a waiver, nor will any single or partial exercise of a right preclude any other future exercise of that right. The parties agree to use electronic signatures and that their respective electronic signatures will be legally enforceable.

U.S. Government. StratusWorX is a distributor of "Commercial Items" as defined in FAR 2.101. Only the clauses in the Federal Acquisition Regulation ("FAR") and agency FAR supplements which the Vendor has agreed to and that are required to be inserted in a subcontract for Commercial Items, as set forth in FAR 52.244-6(c)(1) or an applicable agency FAR supplement apply to these Sales Terms. Buyer will receive only those rights in technical data provided by the Vendors. In no event will Buyer receive unlimited rights in data, software, or intellectual property rights provided by the Vendors or any other third party.

No Waiver. Failure or delay of StratusWorX to exercise a right or power under these Sales Terms will not operate as a waiver thereof, nor will any single or partial exercise of a right or power preclude any other future exercise of that right or power.

Survival. No termination of these Sales Terms will affect any rights or obligations of either party which: (i) are vested pursuant to these Sales Terms as of the effective date of such termination; or (ii) by their sense and context are intended to survive completion of performance or termination of these Sales Terms, including, without limitation, Confidentiality, Warranties / Indemnities, and Limitation of Liability, all of which will survive.

Entire Agreement/Confidentiality/Amendment. These Sales Terms are intended to be the sole and complete statement of the obligations and rights of the parties as to all matters covered hereunder, and supersede all previous understandings, agreements, negotiations and proposals relating thereto. In furtherance of the business relationship between StratusWorX and Buyer, it may be necessary or desirable for either party to disclose to the other certain non-public business and/or technical information that is either marked "Confidential" or by its nature should reasonably be considered confidential (the "**Confidential Information**"). Each party will protect Confidential Information from unauthorized disclosure or access by using the same degree of care it takes to protect its own confidential information which in no event will be less than reasonable care. Each party's Confidential Information may be disclosed by the other party to those employees, affiliates or agents of such other party who have a need to know and an obligation to comply with the confidentiality terms herein. The confidentiality obligations herein will not apply to information which is or becomes publicly available, is already in the other party's possession prior to the time a party gains access, is independently developed by a party or is rightfully obtained from third parties, or as may be required to be disclosed by law or in connection with dispute resolution. Notwithstanding anything herein, StratusWorX may, from time to time and in its sole discretion, disclose credit information relative to Buyer to third parties for informational purposes only. These Sales Terms may be modified by StratusWorX from time to time in its sole and absolute discretion. No modification of these Sales Terms in effect at the time Buyer places its order will be binding unless the modification is in writing and signed by an authorized representative of StratusWorX.

DEFINITIONS

“Affiliate” means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. “Ownership” means, for purposes of this definition, control of more than a 50% interest in an entity.

“Customer Data” means all data, including all text, sound, software, or image files that are provided to Buyer by, or on behalf of, Buyer or Buyer Affiliates through Buyer’s use of the Services.

“Customer Solution” means any application Buyer operates in connection with the Products.

“End User” means any user of a Customer Solution, or any person permitted by Buyer to access Customer Data hosted in Products or otherwise use the Products.

“Non-StratusWorX Product” means any software, data, service, website or other product licensed, sold or otherwise provided to Buyer by a third-party, whether Buyer obtained it via our Product or directly from the third-party.

“Platform” means the StratusWorX proprietary Product that integrates third-party Infrastructure as a Service (Cloud), Software, Software as a Service, Remote Desktop, Workspace as a Service, On-Line Security, Redundancy and Storage.

“Portal” means the StratusWorX online portal from which Buyer purchases a Subscription.

“Product” means the StratusWorX Platform, Services or Software.

“Services” means one or more of the StratusWorX services or features made available to Buyer under this agreement solely by StratusWorX and excludes any third-party software and third-party cloud infrastructure (which is governed by separate terms of the third party software or cloud infrastructure).

“SLAs” means the commitments we make regarding delivery or performance of the Services, as published in the service level agreements, from time-to-time and available at www.stratusworx.com/sla or at an alternate site that we identify.

“Subscription” means an enrollment for Services for a defined Term as specified on the Portal. You may purchase multiple Subscriptions, which may be administered separately, and which will be governed by the terms of a separate Microsoft Azure Agreement.