SOLACE CLOUD TERMS & CONDITIONS

Solace Cloud Terms of Service

These Solace Cloud Terms of Service (“Terms of Service”) apply to the purchase of the Cloud Service and are made part of a legally binding agreement by and between Solace Corporation (“Solace”) and the purchaser identified on the Order (“Customer”). By accepting these terms, you represent that you have legal authority to bind yourself or your organization. IF YOU DO NOT ACCEPT THESE TERMS OR LACK LEGAL AUTHORITY TO ENTER INTO CONTRACTS, DO NOT ACCESS OR USE THE SOLACE CLOUD SERVICE. CONTINUED ACCESS AND USE REQUIRES ONGOING COMPLIANCE WITH THESE TERMS. Solace and Customer may be referred to individually as “Party” and collectively as “Parties“.

IN CONSIDERATION of the commitments set forth below, the Parties agree as follows:

1.Definitions

1.1 “Acceptable Use Policy” or “AUP” means Solace’s acceptable use policy, as may be modified from time to time, available at https://solace.com/products/event-broker/cloud/insights-acceptable-use-policy/.

1.2 “Accrual Period” means the period of time that commences when Customer’s Committed Purchase is exhausted until the end of the Subscription Term.

1.3 “Additional Fees” means all charges (i) accrued based on Customer’s use of the Service during the Accrual Period; and (ii) for Network Data Usage Fees during the Subscription Term.

1.4 “Agreement” means the Order, these Terms of Service and the Service Level Agreement.

1.5 “Capacity Units” represent the units of capacity purchased by Customer to Use licensed Solace products during the Subscription Term as specified in the applicable Order(s).

1.6 “Claim” means any and all claims, applications, actions, proceedings and suits brought by a third party (including government investigations).

1.7 “Cloud Service” means Solace’s proprietary cloud-based event and message routing and distribution platform, for which Customer is granted rights of access and use in accordance with the Agreement for either On Premises Use or Cloud Use, as such Cloud Service may be updated from time to time by Solace in its sole discretion.

1.8 “Cloud Use” means use of the Cloud Service by Customer when the Solace

Event Broker resides on servers in an account with a cloud provider acceptable to Solace (such as AWS, Google and Microsoft) and account is controlled by Solace.

1.9 “Committed Purchase” means, as specified in the applicable Order, Customer’s purchase of a specified amount of the Cloud Service over the Subscription Term.

1.10 “Customer Data” means all the data submitted by Customer to the Cloud Service, including the Personal Data of Customer’s Users. The term “Customer Data” excludes any Customer Message Data when the Cloud Service is Used for On Premises Use by Customer.

1.11 “Customer Dedicated Region” means a Solace-controlled virtual private cloud region within a cloud region in which any number of Solace Event Brokers may be installed for any number of customer environments, such as production or development.

1.12 “Customer Message Data” means all data that Customer and its Users and end users process through the Software or the Cloud Service.

1.13 “Customer Private Region” means a Customer-controlled Kubernetes cluster in a cloud region or a Customer-controlled data center where any number of Solace Event Brokers for any number of Customer environments, such as production or development, may be installed.

1.14 “Documentation” means the user guides, manuals, instructions, release notes and other materials related to the Cloud Service, its use, operation or maintenance, that Solace publishes or provides under the Agreement, all as

may be updated from time to time.

1.15 “Fees” means Subscription Fees and Additional Fees; fees for Capacity Units; and fees for Customer Dedicated Region(s) and/or Customer Private Region(s) set out in the Order Form.

1.16 “On Premises Use” means the deployment of the Cloud Service upon servers either (i) owned or operated by Customer or (ii) in a virtual private cloud controlled by Customer.

1.17 “Order” means the form by which Customer procures the Services from Solace in accordance with the terms of the Agreement.

1.18 “Professional Services” means professional services such as training, integration, and configuration services provided by Solace to Customer, pursuant to an Order and Statement of Work or Service Plan.

1.19 “Service Level Agreement” means the Solace service level agreement for the Cloud Service, a copy of which is made available at. https://solace.com/legal/msa/cloud/sla/.

1.20 “Service Plan” means the terms on which Solace provides subscription-based Services to Customer and which are available at https://solace.com/legal/.

1.21 “Software” means Solace’s proprietary software applications underlying the Cloud Service provided to Customer pursuant to the Agreement, including the Solace Event Broker.

1.22 “Solace Cloud Console” means the web-based console hosted by Solace that Customer accesses to use, manage and view the Cloud Service upon

which any or all of following applications may be accessed: Solace Event Portal, Solace Insights and Solace Mission Control as set out in the applicable Order.

1.23 “Solace Event Broker” means the Solace proprietary software event and message routing application that is a component of the Cloud Service and may be deployed for Cloud Use or On Premises Use.

1.24 “Solace Event Portal” means the Solace proprietary application that permits Customer to design, create, discover, catalog, share, visualize, secure and manage events and event-driven applications.

1.25 “Solace Insights” means the Solace proprietary application monitors the Solace Event Brokers and any Third-Party Products that Solace may enable through Solace Insights. Solace Insights provides active monitoring, alerting and centralized logging in connection with the Event Brokers including certain integrations made available by third party providers.

1.26 “Statement of Work” or “SOW” means a statement of work to which the Parties agree upon the Professional Services to be provided by Solace to Customer.

1.27 “Subscription” means the right granted by Solace to Customer to access and use the Cloud Service in accordance with the Agreement, for the Subscription Term specified in the applicable Order.

1.28 “Subscription Fee” means the fees payable for a Subscription as set out in the applicable Order.

1.29 “Subscription Term” means the period of time that Customer is authorized by Solace to access and use the Cloud Service (including the Documentation)

as set out in the applicable Order and, if no period of time is specified in the applicable Order, twelve (12) months.

1.30 “Support Plan” means the terms on which Solace, or an authorized support partner, provides Support Services to Customer and which are available at https://solace.com/support/.

1.31 “Support Services” means the technical product support services for the Cloud Service provided by Solace, as described in, and in accordance with, the applicable Support Plan.

1.32 “User” means an individual employee or contractor of Customer to whom Customer (or Solace at Customer’s request) has supplied a user identification and password.

2. Fees and Taxes

2.1 Fees. Customer must pay to Solace all Fees specified in each Order. Except as otherwise expressly provided in the Agreement, Fees are non-refundable. Except as otherwise stated in the applicable Order: (a) the Fees will be invoiced before the beginning of the Order Term; (b) Customer will pay all undisputed amounts payable under the Agreement within thirty (30) days of the date of the invoice, without setoff or counterclaim, and without any deduction or withholding; and (c) all invoices and payments will be in United States dollars.

2.2 Late Payments. Solace may charge Customer interest for late fees at the lesser of 1.5% per month or the maximum rate permitted by law. In addition, if

payment is not received within ten (10) business days of written notice that a payment is delinquent, Solace may suspend provision of the Cloud Service and may refuse any additional Orders. Any suspension by Solace under the preceding sentence will not excuse Customer from its obligation to make all payment(s) under the Agreement. Solace will not exercise its rights under this Section 2.2 (Late Payments) to the extent a Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

2.3 Renewal Fees. Upon renewal of any Order, Solace is entitled to increase the pricing in such Order by the amount equal to the greater of five percent (5%) and the annual increase in the U.S Consumer Price Index in the previous twelve (12) month period as determined by the Bureau of Labor Statistics.

2.4 Network Data Usage Fees. Subject to the qualifications in the next sentence, Customer acknowledges and agrees that it is responsible for the payment of any and all network data usage fees (“NDU Fees“) charged by a third party cloud provider (the “Cloud Provider“, e.g., Azure, AWS, GCP) to Solace as a result of Customer data transfers within or out of a Solace dedicated cloud region. Notwithstanding the foregoing Customer obligation, Solace will not charge Customer for NDU Fees related to the first two (2) terabytes of Customer network data transfers per month (“No Charge Data Transfer Amount“). All NDU Fees exceeding the No Charge Data Transfer Amount will be invoiced quarterly in arrears by Solace to Customer at Solace’s then-current rates, which are based on the applicable Cloud Provider’s list price

for such data transfers plus a fifteen percent (15%) processing fee, unless Customer pre-purchases additional network data transfer capacity from Solace. Current Cloud Provider list prices are available upon request.

2.5 Taxes. Customer will be responsible for any taxes (other than taxes based on Solace's net income), fees, duties, or other similar governmental charge. Should any taxes be due, Customer will pay such taxes. Sales and use taxes can be reduced if Customer provides Solace with an exemption certificate or document acceptable to the appropriate authorities exempting Customer from payment of these taxes. Solace, for its part, will provide Customer with applicable certificates, forms, or other information as Customer reasonably requests to document exemption or reduction of withholding tax, which is the liability of the Customer.

2.6 Purchases Through Authorized Partners. Notwithstanding any provisions regarding fees and taxes in the Agreement, if Customer purchases through a Solace authorized partner, the terms relating to fees, payments, and taxes will be those terms established between the Customer and such authorized partner.

3. Term and Termination

3.1 Initial Term and Renewal. The Agreement will commence as of the Effective Date and will continue for a period of five (5) years (the "Initial Term") unless earlier terminated in accordance with the Agreement. The Initial Term will automatically renew for additional one (1) year periods (each a "Renewal Term")

unless either Party provides written notice of termination not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term. If at the time of expiration or termination of the Agreement there exists an Order that is not simultaneously being terminated and for which the Subscription Term continues beyond the effective termination date of the Agreement or under which one or both of the Parties have unfulfilled obligations, the Agreement will continue to govern such Order until the earlier of: (a) the end of the then-current Subscription Term under such Order; (b) such Order is terminated by the Parties in accordance with the terms thereof or otherwise by mutual agreement; or (c) there has been full performance of the Parties' respective obligations under such Order. The Initial Term and any Renewal Terms are hereinafter collectively referred to as the "Term".

3.2 Subscription Term. Subscriptions commence on: (a) the start date specified in the Order; and (b) if no start date is specified in the Order, the date of invoice for such Order, and continue for the Subscription Term specified therein unless terminated earlier as provided for in the Agreement. Unless Customer gives Solace written notice of non-renewal at least thirty (30) days prior to the end of the applicable Subscription Term, Subscriptions will automatically renew for additional periods of one (1) year (or such other such period as agreed upon in the applicable Order).

3.3 Termination for Convenience. Customer may terminate an Order at any time for any reason by giving Solace at least sixty (60) days' written notice. Solace will not be required to refund to Customer any fees paid in advance.

3.4 Termination for Cause. Either Party may, at its option, terminate the Agreement (or any Order) if the other Party: (a) fails to cure its material breach of the Agreement (including a failure to pay Fees when due) within thirty (30) days of receiving written notice; (b) ceases operation without a successor; or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that Party and not dismissed within sixty (60) days.

3.5 Each Order Distinct. Termination of an Order does not terminate other Orders then in effect.

3.6 Effects of Termination and Expiration. Upon the termination or the expiry of the Agreement or an Order: (a) Solace will have no further obligation to provide the applicable Solace products, (b) Customer must immediately (i) discontinue all use of the Cloud Service, (ii) destroy all Documentation and delete any Software in its possession or control, (iii) if requested by Solace, certify in writing to Solace that it has complied with the foregoing requirements of this Section 3.6 (Effects of Termination); and (c) Customer will pay to Solace all outstanding fees under the Agreement or the terminated Order or SOW, as applicable, in accordance with Section 2 (Fees and Taxes).

3.7 Survival. The provisions of the Agreement that by their nature extend beyond the termination of the Agreement including without limitation "Fees and Taxes", "Proprietary Rights", "Mutual Confidentiality Obligations",

“Indemnification from Third Party Claims”, and “Mutual Limitations on Liability” will survive termination.

4. Proprietary Rights

4.1 Reservation of Rights. Solace and its licensors own and will retain all right, title and interest (including without limitation all patent rights, copyrights, trade-mark rights, trade secret rights and all other intellectual property and proprietary rights), in and to the Cloud Service and Documentation and any copies, corrections, bug fixes, enhancements, modifications or new versions thereof, all of which will be deemed part of the Cloud Service and Documentation and subject to all of the provisions of the Agreement. Customer will keep the Cloud Service and Documentation free and clear of all liens, encumbrances and/or security interests. Subject to the limited rights expressly granted in the Agreement, Solace reserves all rights, title and interest in and to the Cloud Service and Documentation. No rights are granted to Customer pursuant to the Agreement other than as expressly set forth in the Agreement.

4.2 Documentation. Provided Customer complies with the Agreement, Customer may reproduce the Documentation, for use on an internal basis only, and solely in support of Customer’s licensed use of the Cloud Service.

4.3 Feedback. Customer may, at its option, provide suggestions, ideas, enhancement requests, recommendations, or feedback regarding the Cloud Service (“Feedback”), provided however, that Feedback does not include any

Confidential Information of Customer, Customer's Affiliates, or any Customer Data. Solace may use and incorporate Feedback in Solace's Cloud Service without compensation. Customer will have no obligation to provide Feedback, and all Feedback is provided by Customer "as is" and without warranty of any kind.

5. Mutual Confidentiality Obligations

5.1 Meaning of Confidential Information. "Confidential Information" means any non-public information directly or indirectly disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") or accessible to the Receiving Party pursuant to the Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including technical data, business processes, product plans, product designs, product performance, security information, the terms of the Agreement (including pricing), the Cloud Service and Documentation, and Customer Data (which is the Confidential Information of Customer). Confidential Information will not include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing

Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from the Agreement and without use of or reference to the Disclosing Party's Confidential Information. Except for rights expressly granted in the Agreement, each Party reserves all rights in and to its Confidential Information.

5.2 Standard of Care. The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature (but in no event using less than reasonable care), and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section (Mutual Confidentiality Obligations). Neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under the Agreement. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

5.3 Compelled Disclosure. If and to the extent required by law, including

regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (to the extent permitted by applicable law) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure.

5.4 Remedies. Each Party agrees that in the event of a breach or threatened breach of this Section (Mutual Confidentiality Obligations), the non-breaching Party will be entitled to seek injunctive relief against the breaching Party in addition to any other remedies to which the non-breaching Party may be entitled.

5.5 Return of Confidential Information. Upon termination or expiration of the Agreement, the Receiving Party must return all copies of Confidential Information to Disclosing Party or certify, in writing, the destruction thereof.

5.6 Survival. The obligations of this Section (Mutual Confidentiality Obligations) will survive any expiration or early termination of the Agreement for a period of three (3) years, except in the case of any trade secrets, which will continue in perpetuity or until such time as the Disclosing Party no longer treats such

information as a trade secret or such information falls within an exception under the Agreement.

6. Data Protection

6.1 Data Processing Addendum. To the extent that Solace processes any Personal Data (as defined in the latest version of Solace's Data Processing Addendum ("DPA"), on Customer's behalf and in performance of the Agreement, the terms of the DPA is hereby incorporated by reference, will apply and the Parties agree to comply with such terms. Customer's acceptance of the Agreement will be treated as acceptance of the DPA (including the Standard Contractual Clauses attached to the DPA). Solace reserves the right to update the DPA from time to time to comply with legal and regulatory requirements. The latest version posted on Solace's website will always apply.

6.2 Customer Representation and Warranty. Customer hereby represents and warrants to, and covenants with Solace that Personal Data provided to Solace by Customer will only include data in respect of which Customer has provided all notices and disclosures, obtained all applicable consents, including third party consents, and permissions and otherwise has all authority, in each case as required by applicable law, to enable Solace to provide the Cloud Service, including with respect to the collection, storage, access, use, disclosure and

transmission of Personal Data, including by or to Solace and to or from all applicable third parties in accordance with the Agreement.

7. Customer Data

7.1 Ownership. As between Solace and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Solace does not acquire any rights, title or ownership interest of any kind whatsoever, express or implied, in any Customer Data.

7.2 Responsibility. Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data and the means by which Customer acquired Customer Data. Without limiting the foregoing, where Customer uses the Cloud Service for On Premises Use, Customer is responsible for properly configuring and using the Cloud Service in a manner that: (a) provides security and redundancy of its Customer Data; (b) prevents unauthorized access to its User Accounts and Customer Data; and (c) ensures the appropriate level of backup to prevent any loss of its Customer Data.

7.3 Access to Customer Data. When Solace is provided Customer Data or given access to Customer Data through Customer systems, Solace will comply with Customer's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. In connection with such access, Customer will be responsible for providing Solace personnel with

user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Customer deems appropriate from time to time. Customer will not grant Solace access to Customer systems or personal information (of Customer or any third party) unless such access is essential for the performance of Solace's obligations (including the provision of the Cloud Service) under the Agreement.

7.4 Customer Data Portability and Deletion. Upon request by Customer made during the term hereof or within thirty (30) days after the end of the Subscription Term, Solace will make the Customer Data (excluding Customer Message Data) available to Customer for export or download as provided in the Documentation. After such thirty (30) day period, Solace will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control as provided in the Documentation, unless legally prohibited.

8. Customer's Responsibilities

8.1 Customer's Users. Customer is responsible for the use of the Cloud Service by any individual, organization or legal entity who directly or indirectly receives access to, or the ability to Use, the Cloud Service or any component thereof through Customer. Any act or omission of a User with respect to an Cloud Service is deemed to be the act or omission of Customer.

8.2 Customer Equipment. Customer is solely responsible for acquiring,

servicing, maintaining and updating all equipment, computers, software and communications services (such as Internet access) that are required to allow Customer to access and use the Cloud Service and for all expenses relating thereto. Customer agrees to access and use, and will ensure that all Users access and use, the Cloud Service in accordance with any and all operating instructions or procedures that may be issued by Solace from time to time.

8.3 Customer's Affiliates. Customer may permit its Affiliates to use Subscriptions purchased by Customer hereunder, provided: (i) Customer will remain responsible for each such Affiliate's compliance with the terms of the Agreement, and (ii) any such use together with Customer's use must be, in the aggregate, within the limitations set forth in the applicable Order.

8.4 Customer's Contractors. Customer may permit its contractors to use the Cloud Service solely for the purposes of providing outsourced services to Customer, provided that each contractor is bound by an agreement with Customer pursuant to which it is liable to Customer for its actions and failures when interacting on Customer's behalf with third party products and services such as Solace's Cloud Service. Customer will be solely responsible for such contractor's compliance with the terms of the Agreement and will be fully liable for any breach thereof. Solace accepts no responsibility for the actions or the failures to act of any such contractor with respect to the Cloud Service.

8.5 High-Risk Applications. The Cloud Service is not designed, intended, or certified for use in environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or

control systems, air traffic control, or weapons systems, medical or healthcare applications that directly affect patient care or treatment, or any other application in which the failure of the Cloud Service could lead to death, personal injury, or severe physical, property, or environmental damage lead to severe physical or environmental damages (“High-Risk Applications”). Customer acknowledges these limitations and agrees not to use the Cloud Service for High-Risk Applications. Any such use is at Customer’s own risk. High-Risk Applications do not include utilization of the Cloud Service for administrative purposes, configuration data storage, engineering tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage.

9. Security

9.1 Solace’s Security Obligations. Solace will comply with the security practices (if any) incorporated or referenced in the Documentation for the Cloud Service, provided however that at all times Solace will, consistent with industry standard practices, implement and maintain physical, administrative and technical safeguards and other security measures: (a) to maintain the security and confidentiality of Customer Data; and (b) to maintain the availability and integrity of Customer Data and to protect Customer Data from known or reasonably anticipated threats or hazards to its security, including accidental loss, unauthorized use, access, alteration or disclosure. Solace will inform Customer

promptly upon discovery of any material unauthorized access to, any unauthorized loss, use or disclosure of any Customer Data (a “Security Incident”), provided that such notification is not prohibited by law. Solace will investigate the cause of the Security Incident and take reasonable steps to prevent further unauthorized access, loss, use or disclosure of Customer Data. At Customer’s request and cost, Solace will reasonably cooperate with Customer in complying with its obligations under applicable law pertaining to responding to a Security Incident. Solace’s obligation to report or respond to a Security Incident under this Section is not an acknowledgement by Solace of any fault or liability with respect to the Security Incident.

9.2 Customer’s Security Obligations. Customer acknowledges that it has a role in ensuring that the confidentiality, integrity, and availability of Solace’s Cloud Service and Customer’s data and systems. To the extent applicable to the Cloud Service and within Customer’s control, Customer will: (a) maintain a security program designed to ensure its systems and data are protected in accordance with its legal obligations and industry recognized standards; (b) configure the Cloud Service sufficient for its purposes and standards; (c) use the current version of the Cloud Service and promptly update Customer’s systems and network with the latest security patches; (d) take reasonable steps to prevent unauthorized access to the Cloud Service, including without limitation, securing and protecting the confidentiality of its access credentials to the Cloud Service; and (e) promptly notify Solace of any unauthorized access to the Cloud Service.

10. Cloud Service Access and Restrictions

10.1 Right to Access and Use.

10.1.1 Provision of Cloud Service. Subject to Customer's compliance with the Agreement and payment of the applicable Fees, Solace hereby grants to Customer a non-exclusive, worldwide, non-transferable, non-sublicensable, internal right during the applicable Subscription Term to access and use (and to permit Users to access and Use) the Cloud Service, either for On Premises Use or Cloud Use for the number of Capacity Units stated in the applicable Order.

10.1.2 License Grant to Software (On Premises Use). Where Customer Uses the Cloud Service for On Premises Use, then subject to the terms and conditions of this Cloud Service Schedule (including, for clarity, the Agreement and the applicable Order) and payment of the applicable Fees, Solace hereby grants to Customer a limited, revocable, non-exclusive, worldwide, non-transferable, non-sublicensable, internal license to Use (and to permit Users to use) the Software, solely, in the case of an On Premises Use of the Cloud Service, during the Subscription Term. Customer may only use the Software for Customer's internal use only in connection with the Cloud Service.

10.1.3 General Restrictions. Customer must not (and must not allow Users or any third party to): (a) host, time-share, rent, lease, sell, license, sublicense, assign, distribute or otherwise transfer or allow third parties to exploit any component of the Cloud Service for commercial purposes, except as provided in the Agreement; (b) copy, modify, translate, reverse engineer, de-compile or disassemble, or create derivative works from the Cloud Service; (c) attempt to find, circumvent, bypass, exploit, defeat, or disable any limitations, restrictions, security vulnerabilities, security mechanisms, filtering capabilities, or entitlement mechanisms that are present or embedded in the Cloud Service or any component thereof; (d)

provide any passwords or other log-in information provided by Solace as part of the Cloud Service to any third party; (e) share non-public features or content of the Cloud Service with any third party; (f) access the Cloud Service in order to build or benchmark against a competitive product or service, or to build a product or service using similar ideas, features, or functions of the Cloud Service; (g) use the Cloud Service to transmit or store content or communications (commercial or otherwise) that is infringing, illegal, harmful, unwanted, confirmed to be criminal misinformation or that otherwise poses a threat to the public, or viruses, malware, worms, time bombs, Trojan horses and other harmful or malicious codes, files, scripts, agents or programs; (h) attempt to gain unauthorized access to the Cloud Service, or to gain access by any means, including automated means (e.g. bots); (i) use the Cloud Service other than in compliance with all applicable laws and regulations; or (j) knowingly interfere with service to any of Solace's other customers, users, host or network, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing; or (k) use the Cloud Service to create, collect, transmit, store, use or process any Customer Data that Customer does not have the lawful right to create, collect, transmit, store, use or process.

10.2 Account Activation. Customer's Users are required to open an account with Solace (each a "User Account") in order to Use the Cloud Service. Users must provide accurate and complete registration when creating a User Account. Customer hereby acknowledges and agrees that it is responsible for the compliance by all of its Users with the Agreement, the Acceptable Use Policy, any guidelines and policies published by Solace from time to time, and the activities of all Users using the Cloud Service. Customer must ensure that all Users only use the Cloud Service through the User Account(s) and will not share the User Account with any other person who is not a Customer employee

or contractor. Customer will promptly notify Solace of any actual or suspected unauthorized use of the Cloud Service. Solace reserves the right to suspend, deactivate, or replace any User Account if Solace determines that the User Account may have been used for an unauthorized purpose.

10.3 Suspension of Access to Cloud Service. In addition to any termination rights of Solace pursuant to Section 3 (Term and Termination) of the Agreement, extraordinary circumstances may require Solace to suspend or terminate (where appropriate), as determined in Solace's reasonable discretion, Customer's access to and/or Use of the Cloud Service in order to: (a) prevent material damage to, or material degradation of the integrity of, Solace's or its provider's Internet network; or (b) comply with any law, regulation, court order, or other governmental order. In respect of any suspension or termination under this clause, Solace will provide prior written notice as far in advance of such suspension or termination as reasonably possible, and if such advance notice is not possible, then as soon as possible after such suspension or termination. In the event of a suspension, Solace will limit such suspension to that which is minimally required and will promptly restore Customer's access to the Cloud Service as soon as the event giving rise to the suspension has been addressed (including by Customer agreeing to accept the risks associated with such suspension) or resolved. Unless caused by a breach of the Agreement by Customer, all fees related to the suspended Cloud Service will be waived for the duration of the suspension and any such waived fees which have been pre-paid will be refunded to Customer.

10.4 Capacity Units. If Capacity Units are purchased by Customer in connection with its use with Cloud Service, the additional terms and conditions available on Solace's website at https://solace.com/legal/msa/cloud/pcu/ are applicable.

10.5 Usage Data. Customer agrees that Solace may collect, use, and disclose quantitative data derived from the use of the Cloud Service for its business purposes, including improving the Cloud Service, support, industry analysis, benchmarking, analytics, and marketing, provided that all data collected, used, and disclosed is de-identified, and aggregated and does not identify Customer, its Users, Customer Data or Personal Data.

10.6 Service Level Agreement. Solace will use commercially reasonable efforts to ensure that the Cloud Service achieves the service levels set out in the Service Level Agreement.

10.7 Service Revisions. Solace may add, reduce, eliminate or revise the features and functionality of the Cloud Service at any time without prior notice. Notwithstanding the foregoing where, in Solace's opinion, a change will cause a material detrimental impact to Customer (a "Detrimental Change"), Solace will provide thirty (30) days prior written notice (email or posting of notice to suffice). In the event of a Detrimental Change, Customer may, at no cost, terminate the Support Service by providing Solace with written notice of termination within thirty (30) days of receiving notice of the Detrimental Change. If Solace does not receive such notice of termination within thirty (30) days, Customer will be deemed to have accepted the Detrimental Change.

11. Additional Services

11.1 Support Services. Support Services (for clarity, technical product support currently referred to as ‘Standard Support’) for Cloud Services are included in the Subscription Fee. During the Subscription Term, Customer will have access to and Solace will provide Support Services in accordance with the Support Plan.

11.2 Professional Services. Customer may purchase professional services in association with the Cloud Service as part of an annual subscription plan, or on an as-needed basis for a particular engagement described in a SOW. Each SOW will be mutually agreed upon by the Parties in writing and will be governed by the terms of the Agreement. The SOW will set out the scope and details of the Professional Services, including, if and as applicable, milestones, delivery dates, deliverables, acceptance criteria, fees and payment terms, expense reimbursement, location of services, resource specialist(s), and any other requirements related to the Professional Services.

12. Limited Warranties and Disclaimers

12.1 General Warranties. Each Party represents and warrants that: (a) it has full power and authority to enter in and perform the Agreement and that the execution and delivery of the Agreement has been duly authorized; (b) the Agreement and such Party’s performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation

owed by such Party to any third party; and (c) it will comply with all applicable laws, rules, and regulations including, but not limited to, those related to or arising from general working conditions, working hours, health and safety, and wages.

12.2 Warranty Disclaimers. Except as expressly provided in Section 12.1 (General Warranties), the Cloud Service is provided “AS IS”. Solace makes no other warranties of any kind, whether express or implied, statutory or otherwise, including warranties of merchantability or fitness for a particular purpose, title or non-infringement. Solace makes no representations, conditions or warranties regarding any third-party product or service, with which the Cloud Service may interoperate. Solace does not warrant that Customer’s use of the Cloud Service will be uninterrupted or error-free. Solace is not liable for delays, failures or problems inherent in use of the internet and electronic communications or other systems outside Solace’s control.

13. Indemnification from Third Party Claims

13.1 Intellectual Property Indemnity.

13.1.1 Indemnity. Solace will defend at its expense (including, for clarity, bearing court costs and reasonable attorney’s fees) Customer against any Claims alleging that the Cloud Service furnished and used within the scope of the Agreement infringes a third party’s patent, trademark, copyright, trade secret or other intellectual property or proprietary right (an “IP Claim”), and will indemnify Customer against any (a) amounts finally

awarded against Customer by a court or arbitrator in any proceeding related to such IP Claim, or (b) settlement amounts approved in accordance with Section 13.3 (Process).

13.1.2 Mitigation by Solace. In addition to Solace's obligations under Section 13.1.1 (Indemnity), if Solace becomes aware of an actual or potential IP Claim, or if Customer provides Solace with notice of an actual or potential IP Claim, Solace may (or in the case of an injunction against Customer, will), at Solace's sole option and expense: (a) procure for Customer the right to continue using the affected Cloud Service in accordance with the license granted under the Agreement; or (b) modify or replace the affected Cloud Service so that the modified or replacement Cloud Service is reasonably comparable in functionality. If, in such circumstances, Solace cannot successfully accomplish any of the foregoing actions on a commercially reasonable basis, Solace will notify Customer and either Party may terminate the Subscription for the affected Cloud Service, in which case Solace will refund to Customer any fees prepaid to Solace by Customer prorated for the unused portion of the Subscription.

13.1.3 Limitations. Solace will have no liability or obligation under Section 13.1 (Intellectual Property Indemnity) with respect to any IP Claim to the extent attributable to: (a) Customer's modification of the Cloud Service without Solace's written consent; (b) Customer's use of the Cloud Service in combination with third-party equipment or software not provided, made accessible or approved by Solace, if such infringement would have been avoided but for such combination; or (c) use of the Cloud Service by Customer in breach of the Agreement.

13.1.4 Exclusive Remedy. This Section 13.1 (Intellectual Property Indemnity) sets out Customer's exclusive remedy and Solace's entire liability with respect to any claim of the nature herein.

13.2 Customer Indemnity.

13.2.1 Indemnity. Customer will defend at its expense Solace and its officers, directors, employees, agents and representatives (collectively "Solace Indemnified Parties") from and against any and all Claims to the extent arising out of or alleging unauthorized or unlawful receipt, processing, transmission or storage of Customer Data by Solace in the performance of its obligations as permitted under the Agreement resulting from breach of Customer's obligations under Section 6.2 (Customer Representation and Warranty). Customer will indemnify Solace against all costs, damages and amounts finally awarded by a court or agreed upon in settlement (as set forth in Section 13.3 (Process)) and any government fines and penalties assessed against or incurred by Solace Indemnified Parties in any such Claims.

13.2.2 Limitations. Customer will have no liability or obligation under Section 13.2 (Customer Indemnity) with respect to any Claim to the extent attributable to any use of the Customer Data by Solace in breach of the Agreement.

13.3 Process. The Party(ies) seeking indemnification pursuant to Section 13 (Indemnification from Third Party Claims), (each, an "Indemnified Party" and collectively, the "Indemnified Parties") will give the other Party (the "Indemnifying Party") prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Indemnifying Party's expense. The

Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. An Indemnified Party may participate in the defense at its own expense. The Indemnifying Party will control the defense or settlement of the Claim, provided that the Indemnifying Party, without the Indemnified Parties' prior written consent: (a) will not enter into any settlement that: (i) includes any admission of guilt or wrongdoing by any Indemnified Party; (ii) imposes any financial obligations on any Indemnified Party that Indemnified Party is not obligated to pay under this Section 13 (Indemnification from Third Party Claims); (iii) imposes any non-monetary obligations on any Indemnified Party; and (iv) does not include a full and unconditional release of any Indemnified Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in (a). The Indemnifying Party will ensure that any settlement into which it enters for any Claim is made confidential, except where not permitted by applicable law.

14. Mutual Limitations on Liability

14.1 Exclusion of Indirect and Consequential Damages. To the maximum extent permitted by law, in no event will either Party have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages (including, without limitation, damages for loss of business, opportunities, revenues, profits, savings, goodwill, reputation, customers, use, or data) or costs of reprocurement or business interruption.

14.2 Limitation of Liability. To the maximum extent permitted by law, in no event will either Party's aggregate liability arising out of or related to the Agreement for all claims, costs, losses and damages exceed the Fees paid or payable by Customer under the Agreement in the twelve (12) months preceding the event giving rise to the damages, less any refunds, service credits or deductions.

14.3 Certain Damages Not Excluded or Limited. The exclusions of and limitations on liability set forth in Sections 14.1 and 14.2 will not apply to: (a) a Party's indemnification obligations under Section 13 (Indemnification from Third Party Claims); (b) a Party's breach of its confidentiality obligations under Section 5 (Mutual Confidentiality Obligations); (c) a Party's infringement or misappropriation of the other Party's intellectual or proprietary rights; (d) non-payment by Customer; (e) a Party's gross negligence, own willful misconduct or fraud; (f) death or bodily injury caused by a Party's own negligence; or (g) other matters for which liability cannot be excluded or limited under applicable law.

14.4 Application of Exclusions and Limitations. The exclusions and limits in this Section (Mutual Limitations on Liability) apply: (a) regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise; (b) even if a Party had been advised of the possibility of any such costs, losses or damages or knew or ought to have known of such costs, losses or damages; and (c) even if the remedies fail of their essential purpose. Customer acknowledges that Solace has set its prices and entered into the Agreement in reliance on the limitations and exclusions in this Section (Mutual

Limitations on Liability), which form an essential basis of the Agreement. The foregoing provisions limiting the liability of Solace will also apply to its officers, directors, employees, contractors, suppliers, licensors, resellers, and agents.

15. General

15.1 Assignment. Neither Party may assign or transfer the Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Solace may assign the Agreement, in its entirety, and delegate its obligations to its affiliates or to any entity acquiring all or substantially all of its assets, whether by sale of assets, sale of stock, merger or otherwise. Solace will provide notice to Customer of any such assignment or sale transaction within thirty (30) days of such assignment.

15.2 Background Checks. Solace personnel providing services under the Agreement will pass background checks that conform with Solace's then-current background check process and requirements, applied pursuant to applicable law.

15.3 Compliance with Laws. Each Party must comply with all laws applicable to its business in its performance of obligations or exercise of rights under the Agreement.

15.4 Disaster Recovery. Solace will be responsible for establishing, implementing, testing, and maintaining an effective business continuity plan

(including without limitation disaster recovery and crisis management procedures) to provide continuous access to, and support for, the Cloud Service. At a minimum, Solace will, at all times, back up, archive and maintain duplicate systems that can fully recover the Cloud Service and all Customer Data (excluding Customer Message Data) on a daily basis. Such back up storage and systems will be updated and tested at least annually.

15.5 Entire Agreement. The Agreement and items expressly incorporated into any part of the Agreement form the entire agreement of the Parties. Terms and conditions in any vendor portal or on any purchase orders, supplier registration forms, supplier code of conduct, or similar document issued by Customer will be of no force or effect notwithstanding any term or statement to the contrary made in such document.

15.6 Evaluation Use. “Evaluation Use” or is a short-term evaluation of any Solace products labeled as “Trial”, “Evaluation”, “Beta”, “Pilot”, “Proof of Concept”, or similar designation (“Evaluation Products”). Evaluation Use will be subject to all applicable provisions of the Agreement that are not in conflict with the provisions of this Section. Evaluation Use period ends the earlier of: (a) the date Customer enters into a committed Order for the Solace product; or (b) unless otherwise stated at the time of download or otherwise agreed upon by the Parties in the Order, ninety (90) days from the start of Evaluation Use. Extensions require Solace written approval. Evaluation Use will be limited to non-production environment with non-production data, and solely for the purposes of making a buying decision. Customer must not transmit production

data or data regulated by law or regulation into the Cloud Service during Evaluation Use. Solace may discontinue or modify the product(s) subject to Evaluation Use at any time with or without notice. Evaluation Products are provided: (a) “AS IS”; and (b) without indemnification, warranty, condition, support, or service level of any kind. Solace will have no liability of any type with respect to Evaluation Products, unless such exclusion of liability is not enforceable under applicable law in which case Solace’s liability for any losses related to or resulting from Evaluation Use is subject to a cumulative and aggregate limit of $1,000.00.

15.7 Export Laws and Regulations. Customer hereby represents and warrants that Customer is not located in, under the control of, and is not a national or resident of, any country to which the export of the Cloud Service(s) or related information would be prohibited by the laws and/or regulations of Canada and/or the United States. Customer also represents and warrants that Customer is not an individual to whom the export of the Cloud Service(s) or related information would be prohibited by the laws and/or regulations of Canada and/or the United States. Customer must comply with the export laws and regulations of Canada and the United States that are applicable to the Cloud Service and any underlying technology and related information and Customer will comply with any local laws and/or regulations in Customer’s jurisdiction that may impact Customer’s right to export, import, or use the Cloud Service or related information, and Customer represents and warrants that Customer has complied with any such applicable laws and/or regulations.

15.8 Force Majeure. Neither Solace nor Customer will be deemed to be in default of any provision of the Agreement (other than Customer's obligation to pay amounts due to Solace hereunder) for any failure in performance resulting from acts or events beyond its reasonable control, including acts of God or nature, acts of civil or military authority, civil disturbance, epidemics or pandemics, terrorism (including cyber terrorism), strikes, fires or other catastrophes, changes in applicable laws and regulations, lack of or inability to obtain export permits or approvals, and acts or defaults of third party suppliers of Solace ("Force Majeure Event"). In the event that a Force Majeure Event directly or indirectly causes a failure or delay in Solace's performance of its obligations under the Agreement, Solace will not be in default or liable for any loss or damages where performance is impossible or commercially impracticable.

15.9 Governing Law. The Agreement will be governed by the laws of the Province of Ontario, without regard to its conflict of law principles. The courts located in the Province of Ontario will have jurisdiction to adjudicate any dispute arising out of or relating to the Agreement. In the event that any matter is brought to court, each Party waives any right that such Party may have to a jury trial. To the maximum extent permitted by applicable law, the Parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, will not apply to the Agreement.

15.10 Insurance. Both Parties will have and maintain in force appropriate insurance with reputable authorized insurers in good financial standing to insure

against claims that may arise from or in connection with the Agreement. Each Party will provide, upon written request of the other Party, but not more than once in any twelve (12) month period, written evidence that such insurances are in effect. The availability or unavailability of insurance coverage will not limit, increase, modify or otherwise impact either Party's other obligations or liabilities under the Agreement.

15.11 Language of Agreement. The definitive version of the Agreement is written in English.

15.12 Notices. A Party may give notice by means of electronic mail or by written communication sent by first class mail or pre-paid post, either of which will constitute written notice under the Agreement. Customer must give notice to Solace in writing by mail at 4000 Innovation Drive, 3rd Floor, Ottawa, Ontario, Canada K2K 3K1, Attn: Legal Department, or by e-mail notice sent to legal@solace.com. Solace will provide notice to Customer at the e-mail address provided by Customer or to the mailing address designated on the most current Order (or the then-current mailing address provided by Customer).

15.13 Publicity. Solace may include Customer's logo on its website and in Solace's customer lists and promotional materials, unless instructed not to do so by Customer. Solace's use of Customer's name and logo will be in accordance with any Customer supplied guidelines.

15.14 Relationship of Parties. The relationship of the Parties will be that of independent contractors. Each Party assumes full responsibility for its acts and the acts of its personnel. Neither Party will have the authority to make

commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.

15.15 Severability. If any term or condition of the Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

15.16 Subcontracting. Solace may use subcontractors in its performance under the Agreement, provided that Solace remains responsible for all its duties and obligations hereunder and the use of any subcontractor will not relieve or reduce any liability of Solace under the Agreement.

15.17 Third-Party Products. Solace may from time to time recommend, provide Customer with access to, or enable third party software, applications, products, services or website links (collectively, “Third-Party Products”) for Customer’s use, in each case with Customer’s consent. For clarity, Third-Party Products are not third-party components of the Cloud Service; they are separate products or add-ons that can be used with the Cloud Service at the election of Customer. Solace does not control and has no liability for Third-Party Products. Customer’s use of Third-Party Products is subject to the relevant provider’s terms of use.

15.18 Waiver. The failure of a Party to claim a breach of any term of the Agreement will not constitute a waiver of such breach or the right of such Party to enforce any subsequent breach of such term. No failure or delay by either

Party in exercising any right under the Agreement will constitute a waiver of that right.