PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING ACCESSING OR CONSUMING THE SOFTWARE OR SERVICES. BY CLICKING YOUR ASSENT OR USING, ACCESSING OR CONSUMING SOFTWARE OR SERVICES, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN DO NOT USE THE SOFTWARE OR SERVICES.

The Mirantis Unlocked Partner Community Program Agreement (the "**Agreement**") is between Mirantis, Inc., 525 Almanor Ave., 4th Flr., Sunnyvale, CA 94085, USA ("**Mirantis**") and the party who has accepted the Agreement or the party identified in the signature block below ("**Partner**"). The effective date of the Agreement shall be the date of acceptance or the last signature, as applicable ("**Effective Date**").

1. **Purpose.** The Agreement establishes the terms and conditions under which Partner will participate in the Mirantis Unlocked Partner Community Program, and, at Partner's discretion, demonstrate interoperability of Partner products with Mirantis products (for example, a Partner product that runs on Mirantis Software or a Partner plugin that surfaces configuration functionality into Mirantis Software through FUEL® Software) under the Mirantis Unlocked Partner Community Program (the "**Program**"). "**Software**" means Mirantis OpenStack Hardened Packages and other software provided by Mirantis and/or third parties including all modifications, additions, updates, upgrades, or further enhancements, provided if or when available. "**Mirantis OpenStack Hardened Packages**" means a set of packages that include the upstream OpenStack projects with defect fixes, open source high availability components and other provided projects made available by Mirantis through the Mirantis Portal. **"Mirantis Portal(s)"** means the Mirantis websites for the download of all components of the Mirantis Software, and Documentation. "**Mirantis Support Ticketing Facility**" means the support and ticketing system, as made available by Mirantis. Program membership is detailed at the following Program link https://www.mirantis.com/partners. This Agreement does not authorize a Partner to embed, sell, and/or distribute Mirantis Software or any other Mirantis product. The Program does not transfer any technology and / or intellectual property and each party retains full ownership of intellectual property developed prior to or developed as a result of this Program. Each party may, out of its own will and intent, contribute to any open source project or community, any drivers, plugins, devices, libraries, artifacts, and/or applications developed under the Program.

2. **Integration Demonstration, Obligations & Benefits**

2.1. **Integration Self-Testing.** Partner may self-test Partner products by creating an integration demo ("**Integration Demo**") to show that Partner product(s) work with Mirantis products as defined at Step 3: Integrate Your Solution at https://www.mirantis.com/partners, using the integration checklists provided there (e.g. Application Integration Demo, OpenStack Driver Integration Demo, Fuel Plugin Demo and Hardware Compatibility Integration) ("**Integration Checklists**"). Mirantis establishes the criteria defined in each Integration Checklist to which Partner and Partner products must adhere in order for such Partner products to be listed in the Mirantis Partner Catalog at https://www.mirantis.com/partners/unlocked-partner-catalog/ and / or Hardware Compatibility List at https://www.mirantis.com/products/openstack-drivers-and-plugins/hardware-compatibility-list/. To complete Integration Self-Testing and get listed in the Mirantis Partner Catalog Partner shall: (a) successfully complete the Integration Demo defined in the Integration Checklist; and (b) provide support related to each Partner product to end users running the Integration Demo with Mirantis products.

2.2. **Knowledge.** Partner will ensure that its staff has the necessary technical knowledge to support Partner products and Integration Demos running in combination with Mirantis products. Partner may separately purchase support ticket packages (see http://mirantis.com/partners//mirantis-unlocked-sdk-support-packages/) and / or training from Mirantis to obtain technical help to perform integration self-testing and Integration Demo creation. Notwithstanding the foregoing, Partner is solely responsible for the development and support of Partner products, and drivers, plugins, devices, libraries, artifacts, and/or applications to Partner products. Mirantis is solely responsible for the technical support of Mirantis products.

3. **Mirantis Obligations**

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3.1. Mirantis grants to Partner, and Partner accepts, a non-exclusive, non-transferable right during the Term of this Agreement to access and use the Mirantis products solely to support Partner's efforts to create and test integration demos as provided in the Program. This grant does not allow Partner the use of Mirantis products in production environments for any purpose and Partner agrees to purchase the necessary subscriptions entitling Partner to receive production support. Specifically:

3.1.1. Mirantis Portal and Support Ticketing Facility Mirantis hereby grants to Partners a non-exclusive, non-transferable and limited right, during the term of this Agreement, to access and use the Mirantis Portal to download Mirantis software and consult Mirantis documentation. Partners who have purchased SDK support ticket packages are hereby granted a non-exclusive, non-transferable and limited right to access and use the Mirantis Support Ticketing Facility to submit support requests. The Mirantis Portal and Mirantis Support Ticketing Facility may be accessed and used solely by authorized users with valid user IDs granted to Partner by Mirantis, and associated passwords. Partner agrees to use the Mirantis Portal, Mirantis OpenStack Software, Documentation, and the Mirantis Support Ticketing Facility in accordance with all applicable laws, rules and regulations. To access and use the Mirantis Support Ticketing Facility, Partner contacts must provide Mirantis with accurate, current, and complete information and notify Mirantis if any of this information changes. Upon purchase of an SDK support ticket package, Partner will be required to designate the authorized user(s), provide their respective names, titles and contact information, and obtain a user ID and password for each. Each authorized user must use his or her own user ID, and Partner will not permit any person to use a user ID unless it is his or her own user ID. Partner may change, add or remove its authorized users by written notice to Mirantis and obtain a user ID and password for each new authorized user. Partner hereby acknowledges and agrees that (a) it bears sole responsibility for protecting the user IDs and passwords; (b) it will not provide any user ID or password to any third party; and (c) it will remain fully responsible for any use of the Mirantis Portal, Mirantis Software, and the Mirantis Support Ticketing Facility accessed through its user IDs.

3.1.2. Mirantis OpenStack Hardened Packages License. Mirantis hereby grants to Partner a perpetual, worldwide, non-exclusive, non-transferable and royalty-free license, under Mirantis' copyrights, to reproduce, prepare derivative works of, install and use the Mirantis OpenStack Hardened Packages, up to 20 Nodes; only by Partner in support of its obligations under the Program; and only in accordance with the applicable Documentation. "**Node**" means a computer system with a single motherboard.

3.1.3. Other Software Licenses. Mirantis may provide access to certain open source and other software programs originating from third parties ("**Open Source Components**") that are provided to Partner under the applicable license agreement, which may be in the header file of each software component ("**Open Source License**"). Partner acknowledges and agrees to the terms and conditions in each such Open Source License. To the extent there are any conflicts between any terms of any agreement and any terms of the respective Open Source License, in which the Open Source License does not permit, such conflicting terms will not apply. In the event any fees are charged by Mirantis in connection with the Mirantis OpenStack Software, such fees do not apply to any Open Source Components for which fees may not be charged under the applicable Open Source License.

3.1.4. Documentation. Unless otherwise set forth by Mirantis with respect to any particular materials or documentation, all Documentation are made available and licensed to Partner under and subject to the terms and conditions of the Creative Commons Attribution-ShareAlike 3.0 license, which can be viewed at http://creativecommons.org/licenses/by-sa/3.0/legalcode (and an overview of the license is available at http://creativecommons.org/licenses/by-sa/3.0).

3.2. Self-Testing and Integration Assistance. The Mirantis Unlocked Team provides support for the creation of integration demos only to Partners who have purchased an SDK support ticket package as described at http://mirantis.com/partners//mirantis-unlocked-sdk-support-packages/. To purchase an SDK support ticket package, Partner must contact their Mirantis Partner representative, who will provide them with an order form that must be signed and returned by Partner to Mirantis with payment or with billing detail, including Purchase Order number if required, enabling immediate billing. SDK support tickets not used the earlier of (i) within one (1) year after purchase; or (ii) termination of the Agreement will be forfeit.

4. Authorization. Partner may describe itself as a Mirantis Unlocked Partner Community Member in such format and manner as Mirantis may approve.

5. Program Marks. During the term of this Agreement Partner may use the Mirantis Mark for Mirantis Unlocked Technology Partner Community Members in Exhibit A, Program Marks, in connection with its activities under this Program. During the term of this Agreement and subject to the terms and conditions of the Agreement, each Party grants to the other Party a

non-transferable, non-exclusive, license to reproduce and display Marks in connection with the marketing and sale of the software and the services covered under this Agreement. "**Marks**" means the respective logos, trade names, trademarks, and service marks that either Party authorizes in writing for use by the other Party in marketing the respective Party's products or services. Any such use shall be made in conformance with the Party's then-current trademark usage policies or other instructions or requirements. Mirantis and Partner will cooperate with each other to provide marketing support by way of joint press releases and such other matters as the parties shall reasonably agree, but each Party must approve any use of its Marks, including its trade name, in any publicity or advertising. The Marks are the sole and exclusive property of the respective Party. All goodwill in any Marks shall inure to the benefit of their owner. Each Party agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to each Party's respective products and services, are and will, as among the parties, be owned by and vested in that party or its licensors, notwithstanding any use of terms such as "purchase," "sale" or similar language within the Agreement. Mirantis may provide access to software subject to their own license terms available in the header file of the software. If Partner does not agree to abide by the license terms for such software, then Partner may not install, use or distribute them.

6. Confidentiality and Publicity

6.1. Confidentiality. Each Party receiving Confidential Information ("**Recipient**") from the Party disclosing such information ("**Discloser**") shall use Confidential Information solely for the purpose of providing and receiving software and services under this Agreement. "**Confidential Information**" means information that is reasonably marked as "confidential", identified as confidential at the time of disclosure, or reasonably known by to be confidential or should reasonably be expected to be known as confidential. Recipient acknowledges and agrees that the disclosure of the Confidential Information does not confer any license, interest or rights of any kind in or to the Confidential Information except as provided herein. For two (2) years after the termination of this Agreement Recipient shall hold Confidential Information in confidence and not disclose or use the Confidential Information, directly or indirectly, in any form, by any means, or for any purpose. Recipient shall only disclose the Confidential Information to its employees and independent contractors, to the extent such persons have a need to know such information for the purposes described in this Agreement, and provided such employees and independent contractors shall be obligated in writing to comply with terms and conditions no less protective than those set forth in this section. Recipient will not reverse, engineer or modify the Confidential Information for any purpose whatsoever. Recipient shall protect the Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the Confidential Information as Recipient uses to protect its own confidential information. Recipient shall notify the Discloser in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of these confidentiality obligations and shall reasonably cooperate with the Discloser to regain possession of such Confidential Information and prevent further unauthorized use and disclosure. All Confidential Information is provided "AS IS" and without any warranty (express or implied). Confidential Information does not include information that: (a) is or becomes generally publicly available through no fault of Recipient, (b) was known to Recipient, free of any confidentiality obligations, before its disclosure, (c) becomes known to Recipient, free of any confidentiality obligations, from a source other than Discloser, (d) is independently developed by Recipient without use of Confidential Information, or (e) is disclosed by Recipient pursuant to a requirement of a governmental agency or by operation of law, provided that Recipient shall notify Discloser prior to disclosure (if it can do so without violating any law or rule) in order to give Discloser a reasonable opportunity to seek an appropriate protective order or similar protection(s).

6.2. Publicity. Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder) without the prior written consent of Mirantis. Partner or Mirantis may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities, and in regulatory filings.

7. Fees and Taxes

7.1. Fees. If Partner acquires products and/or services from Mirantis, Mirantis will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to Mirantis; provided, however, that any terms contained in such purchase order will not amend, supplement or modify the terms of the Agreement or be binding on Mirantis. Fees are due and payable in U.S. Dollars within thirty (30) days from the date of invoice. All fees paid are non-refundable and all services not used within a year shall be forfeited. All amounts not paid when due will accrue interest daily until paid in full at the lesser of 1.5% per month or the highest rate permissible by law. Partner will reimburse Mirantis for all costs and expenses incurred by Mirantis in connection with the collection of overdue amounts, including without limitation reasonable attorneys'

or legal fees.

7.2. **Taxes.** All amounts payable shall be exclusive of any Taxes. In addition to any amounts due, Partner will pay to Mirantis an amount equal to any Taxes arising from or relating to this Agreement, including without limitation sales, service, use or value-added taxes, which are paid or are payable by Mirantis or present Mirantis with valid tax exemption documentation. "**Taxes**" means any form of taxation, levy, duty, charge, contribution or impost of whatever nature and by whatever authority imposed (including without limitation any fine, penalty, surcharge or interest), exclusive of any taxes based on the net income of Mirantis. Should Partner be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Mirantis, then the sum payable to Mirantis will be increased by the amount necessary to yield to Mirantis an amount equal to the sum it would have received had no withholdings or deductions been made. The parties will work together in good faith to minimize adverse tax consequences to Mirantis created by cross-border transactions.

8. **Records and inspection.** During the Term and for at least two (2) years thereafter, Partner will keep and maintain commercially reasonable written records and accounts regarding Partner's activities related to the Program(s) ("**Records**"). Mirantis may, at its own expense, verify such Records to determine Partner's compliance with this Agreement. Such verification may take the form of requests for information, documents or records (with which Partner shall respond promptly), on-site visits (in respect of which Partner hereby grants the requisite access), or both. Partner agrees to act reasonably and to cooperate with Mirantis in relation to such verifications. Any on-site visit will occur during regular business hours at Partner's offices, and will not interfere unreasonably with Partner's business activities. For an on-site visit, Mirantis will give Partner at least ten (10) day's prior written notice of the date of each visit.

9. **Term and Termination**

9.1. **Term.** This Agreement shall commence on the Effective Date, shall last for one (1) year, and will automatically renew for subsequent one (1) year periods unless either party provides the other party with notice of intent not to renew at least ninety (90) days prior to the expiration of the existing term. Either party may terminate this Agreement at any time following ninety (90) days notice at no cost, with or without cause.

9.2. **Termination by Mirantis or Partner.** Each Party may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part at any time upon notice in writing to the other Party if the other Party is in material breach of any obligation thereunder and (in the case of a remediable breach) such breaching Party fails to remedy the breach within thirty (30) days (except for payment obligations, in which case five (5) days) of being requested in writing to do, provided, however, that no cure period will be required for a breach of Sections 6.1, and 14.

9.3. **Effect of Agreement Termination or Expiration.** Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in the Program, including eligibility to the Program benefits. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Mirantis Partner, or any other title associated with the Program, and using those titles in any communication and advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of Mirantis products and/or services; (iii) cease all use of the Mirantis Marks, (iv) return or destroy, at Mirantis' option, all printed materials containing such Mirantis Marks, including all documentation and promotional materials; and (v) remit all fees due to Mirantis within fifteen (15) days of such termination or expiration. All rights and obligations of the Parties under this Agreement and the Program will terminate immediately, except that the obligations under Sections 6.1, 7, 8, 9.3, 11, 12, 13, and 15. Termination of this Agreement shall not affect any agreements between Mirantis and any end user.

10. **Limited Warranty.** Mirantis represents and warrants to Partner that (a) Mirantis has the legal power to enter into this Agreement; and (b) Mirantis will perform the services in a workmanlike manner and with diligence and skills consistent with industry standards.

11. **Disclaimers**

11.1. **Disclaimer of Warranty.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. MIRANTIS DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT MIRANTIS WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN THIS SECTION

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CUSTOMER'S EXCLUSIVE REMEDY, AND MIRANTIS ENTIRE LIABILITY, WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF MIRANTIS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, PARTNER MAY TERMINATE THE RELEVANT SERVICES AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT SERVICES AS OF THE EFFECTIVE DATE OF TERMINATION. Without limiting the generality of the foregoing disclaimer, Partner acknowledges that the software and services are not specifically designed, manufactured or intended for use in any life support systems; planning, construction, maintenance, control, or direct operation of nuclear facilities; or navigation, control or communication systems, or weapons systems.

11.2. **Disclaimer of Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATING TO THIS AGREEMENT, SOFTWARE, OR THE SERVICES, OR THE USE THEREOF, INCLUDING, WITHOUT LIMITATION, ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, WHETHER OR NOT FORESEEABLE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Limitation of Liability.** EXCEPT FOR MEMBER'S PAYMENT OBLIGATION, IN NO EVENT WILL EITHER PARTY'S CUMULATIVE AND AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY MEMBER TO MIRANTIS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE LIMITATIONS HEREIN WILL REMAIN IN FULL FORCE AND EFFECT, REGARDLESS OF WHETHER EITHER PARTY'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

13. **Open Source.** Mirantis and its licensors retain all right, title, and interest in and to Mirantis software, open source, and documentation, including all modifications to, or derivative works of the foregoing, and all intellectual property and, as applicable, proprietary rights incorporated into or related to the foregoing. All rights not expressly granted by Mirantis under the Agreement are reserved.

14. **Export and Anti-Corruption**

14.1. If applicable, Partner will be the importer of record of the Mirantis products and services into the countries in which Partner sells and will be responsible for (a) compliance with all applicable laws, regulations and legal requirements; (b) paying all import duties or tariffs; and (c) obtaining any regulatory approvals and import licenses required by any applicable law.

14.2. Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, including, but not limited to, U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act ("**Anti-Corruption Laws**"), and will not engage in conduct that would cause Mirantis to violate any law or regulation including the Anti-Corruption Laws. Anti-Corruption Laws prohibit Partner from receiving anything of value from, or offering anything of value, directly or indirectly, to either private parties or government or public officials with the intent that the recipient improperly perform a relevant function or activity, or a person be rewarded for improper performance. Government or public officials include employees and officers of a government agency, department or instrumentality as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties, and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors is a government or public official and that if any of such personnel become a government or public official, Partner will notify Mirantis in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause Mirantis to violate any law or regulation including the Anti-Corruption Laws. If Mirantis believes that Partner (or any of its resellers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Mirantis may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.

14.3. Partner agrees that it will not re-export the Mirantis products, their components or related technical information received from Mirantis except as permitted by the laws and regulations of the United States of America and the laws and regulations of the jurisdiction in which Partner obtained the products or services, their components or related technical information or that are otherwise applicable. Without limiting the foregoing, Partner will comply with applicable U.S. export laws, regulations and legal requirements. Partner acknowledges that the laws and regulations of the United States may restrict the export and re-export of certain commodities and technical information, including software, of U.S. origins.

14.4. As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Mirantis products, their components and related technical information are subject to export controls under the U.S. Export Administration Regulations ("EAR"); (b) is not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (c) will not export, re-export or transfer such products, their components or related technical information to (1) any prohibited destination, (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems; (d) understands and agrees that if it is in the United States and exports, re-exports or transfers such products, their components or related technical information to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (e) understands that countries including the U.S. may restrict the import, use or export of encryption products (which may include such products, their components or related technical information) and that it will be solely responsible for compliance with any such import, use, or export restrictions.

14.5. Partner will not export any Mirantis product, component, or related technical information to a third party or to an Affiliate that is located in a country that is engaged in boycotting activities not sanctioned by the U.S. and will not make any sale that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).

14.6. Partner acknowledges that Mirantis may be prohibited from providing services (including maintenance and support) for Mirantis products, their components and related technical information if Mirantis has knowledge that a violation of the EAR has occurred. The Parties agree to cooperate with each other with respect to any application for any required licenses and approvals; provided, however, that Partner acknowledges it is Partner's ultimate responsibility to comply with any and all export, import and use laws and that Mirantis has no further responsibility after the initial export to Partner.

14.7. Insurance. Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated hereunder. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide Mirantis certificates of insurance for all insurance coverage.

15.   General Provisions

15.1. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law provisions. Any dispute regarding this Agreement will be subject to the exclusive jurisdiction of the state courts in and for Santa Clara County, California, U.S.A. (or, if there is federal jurisdiction, the United States District Court for the Northern District of California), and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. The Uniform Computer Information Transactions Act (UCITA) or any similar laws or regulations do not apply to this Agreement and the governing law will remain as if such law or regulation had not been enacted. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OF OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15.2. Notices. All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with written confirmation of transmission by the transmitting equipment delivered promptly thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/notice indicated by Partner to Mirantis in writing; and For Mirantis: CFO, Mirantis, Inc., 525 Almanor Ave., 4th Flr., Sunnyvale, CA 94085USA; and copy to: Mirantis Legal.

15.3. No Assignment. This Agreement is only assignable by Partner with Mirantis' prior written consent. Any assignment made by Partner without Mirantis' prior written consent will be void and Mirantis will not be required to recognize the assignment. Mirantis may assign any or all of its rights and delegate or novate any or all its obligations hereunder without the prior approval of Partner. At the request of Mirantis, Partner will execute any papers or documents reasonably necessary to give

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effect to such assignment or novation. Partner shall promptly notify Mirantis of any material change to its ownership structure. Notwithstanding the foregoing, upon written notice and without the prior approval either Party may assign this Agreement pursuant to a merger or a sale of all or substantially all of such Party's assets or stock.

15.4. **Independent Contractor**. Partner and Mirantis are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or subcontractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership, or create a relationship of principal and agent between the Parties for any purpose. Partner hereby indemnifies and holds Mirantis harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

15.5. **Force Majeure.** Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. In the event of the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.

15.6. **Miscellaneous.** All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. (a) If any provision of this Agreement is held invalid or unenforceable for any reason, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement. (b) The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. (c) This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are contained herein. (d) Except as otherwise provided herein, this Agreement may not be amended, supplemented or modified except by written instrument signed by authorized signatories of the Parties hereto, which instrument makes specific reference to this Agreement. (e) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The Parties may exchange signature pages electronically and such signatures will be effective to bind the Parties. (f) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement. (i) This Agreement has been prepared, negotiated and signed in English, and English is the controlling language of this Agreement.

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