

Licensing Program Certificate



2025

This document, including any attachments, referenced terms, and the information provided on this document (collectively, this "Certificate") is a legal agreement between the named end user receiving this Certificate (the "Customer"), and Arctera US LLC and/or its affiliates ("Arctera"). This Certificate applies to Customer's use of the products and/or services identified in this Certificate (either on the front of this Certificate or in the entitlement details page of your account within the Arctera Licensing Portal), without regard to Customer's method of purchase.

For software products, this Certificate amends the Arctera end user license agreement including the product use rights supplement incorporated by reference (also known as the "EULA") between Customer and Arctera for the applicable Arctera software product(s) purchased (the "Software"). For service-based offerings including consulting, education, managed services and/or hosted or cloud-based services (collectively, "Services"), this Certificate supplements the applicable services terms preceding or following these terms and delivered or referenced elsewhere in this Certificate ("Services Terms").

IF CUSTOMER DOES NOT AGREE TO THESE TERMS, THEN ARCTERA, AS THE OWNER OF THE SOFTWARE AND/OR SERVICES, IS UNWILLING TO LICENSE THE SOFTWARE OR PROVIDE THE SERVICES TO CUSTOMER. CUSTOMER'S USE OF THE SOFTWARE OR RECEIPT OF THE SERVICES INDICATES CUSTOMER'S AGREEMENT TO THESE TERMS.

1. PERMISSION TO USE – SOFTWARE AND SERVICES. Arctera grants to Customer (a) the right to use the acquired Services in the scope, quantities and during the applicable Service timeframes purchased and as set forth in the Services Terms, and (b) a nonexclusive, nontransferable license to make copies of the Software in object code form only and use the acquired quantity of each title of the Software and the related user documentation purchased, under the terms and conditions of the EULA, both (c) solely for Customer's own internal business purposes, within the country in which the Customer is located as indicated by the Customer's address set forth on the face of this Certificate (except as otherwise authorized by Arctera or required by law). Customer may allow consultant(s) or outsourcer(s) to use or access Customer's Software and/or Services to deliver dedicated services to Customer, so long as such use is consistent with Customer's own permitted scope of use and is compliant with these terms.

2. SUBSCRIPTION SOFTWARE. The following terms apply to Software licensed on a non-perpetual (term-limited) basis ("Subscription Software"):

a. **Licensed Quantity; Subscription Term.** The quantity of Subscription Software licensed to Customer ("**Licensed Quantity**") and the term of a Subscription Software entitlement ("**Subscription Term**") are as set forth in this Certificate.

b. Customer will participate in an annual review of its Subscription Software usage during the Subscription Term ("**Periodic Review**"). An interim review may also be triggered by exceptional usage of the Subscription Software.

c. If Customer's use of the Subscription Software during the relevant measurement period exceeds the Licensed Quantity, then Customer will pay the fees associated with all usage in excess of the Licensed Quantity, pro-rated for the remainder of the Subscription Term. Customer will submit an Order to Arctera or customer's authorized channel partner for such excess usage promptly upon Arctera's request and/or pay any invoice for such excess usage as provided in the applicable terms.

d. **Reporting.**

i. **Automated Reporting.** Customer shall enable any usage reporting mechanism or tool included in the Subscription Software and automatically upload usage reporting to Arctera for all deployed Subscription Software ("**Automated Reporting**"). If Customer cannot automatically upload usage reporting, then Customer shall manually upload Automated Reporting on each Report Due Date (as defined below).

Licensing Program Certificate



2025

ii. **Manual Reporting.** If the Subscription Software does not include a usage reporting mechanism or tool, then Customer shall provide manual reporting as described below during the term:

(A) Manual reports are due: (i) on an annual basis, no later than ninety (90) days prior to the anniversary date of the first day of the Subscription Term or a Periodic Review, if applicable; and (ii) no later than thirty (30) days after a written request for a manual report from Arctera (each, a “**Report Due Date**”).

(B) Each manual report shall identify the following information on a cumulative basis, with respect to the Subscription Software: the product name (including license type), version number, quantity of each product/amount of capacity deployed, hardware model, and the regional location of the computer on which each such copy is installed.

(C) All manual reporting shall be submitted to <mailto:Usage.Analytics@arctera.io> or any successor address.

(D) The rights and obligations in Section 2 are in addition to Arctera’s audit and verification rights included in the EULA.

e. **Subscription Software Orders; Termination.**

i. **Orders.** Subscription Software fees are based on Licensed Quantity and not actual usage. Licensed Quantity of Subscription Software cannot be decreased during the relevant Subscription Term. Multi-year Subscription Terms may be invoiced annually in advance, as agreed by the parties. Payment obligations related to Subscription Software Orders, including any installment payments for a multi-year Subscription Term, are non-cancelable and any sums when paid shall be non-refundable.

ii. **Termination.** In the event of any termination of this Agreement, the survival terms of the EULA shall apply; provided, however, that notwithstanding anything to the contrary in the EULA, Customer’s payment obligations for all outstanding Subscription Software Orders, including installment payments, and the audit and verification rights in the EULA shall also survive to the extent permitted by applicable law.

3. MAINTENANCE/SUPPORT. All Arctera maintenance/support offerings will be as described in the applicable support certificate and delivered in accordance with Arctera’s then-current standard policies and terms. Subscription Software includes related Maintenance/Support as reflected in this Certificate. Arctera reserves the right to require the purchase of minimum Arctera-designated levels of maintenance/support with the purchase of certain Arctera product offerings and/or purchases under certain buying programs.

4. AUTORENEWAL BENEFIT. Subscriptions of certain hosted or cloud-based services include an autorenewal benefit if and as identified in the Services Terms. Subscriptions of Arctera Software purchased on an online marketplace may include an autorenewal benefit. Such software subscriptions, which include maintenance/support, will automatically renew on a monthly or annual basis, equal in duration to the initial period purchased, when the then-current term expires (“Autorenewal”). Customer or its reseller may cancel Autorenewal by providing written notice at least thirty (30) days before the beginning of the next Autorenewal date (i) via the applicable online marketplace and (ii) by email to returnsandcancellations@arctera.io or any successor address. A timely cancellation takes effect upon the expiration of the then-current term. Unless otherwise agreed to by the parties, Arctera reserves the right to automatically invoice for each Autorenewal term and to charge the then-current list price at the time of the renewal. This Autorenewal benefit does not apply to Customers who cannot agree to Autorenewal under local law or governmental procurement regulation.

5. RESOLD SOFTWARE AND/OR SERVICES. Arctera offers certain third-party products and/or services on a resold basis, such as, separately licensed third-party support for software, third-party service-based solutions, and/or third party technical assistance for a service-based solution (each, a “Third Party Resold Solution”). If this Certificate acts as a confirmation of the

Licensing Program Certificate



2025

purchase of any such Third-Party Resold Solution, the third-party supplier's end user license agreement, services terms and/or services descriptions delivered or referenced as part of this Certificate, shall apply to such purchase. Arctera agreement terms shall not apply to the Third Party Resold Solution, even if such Arctera agreement terms are referenced in Customer's order or processing of such order.

6. LISTING. Arctera may refer to Customer as a user of Arctera products or services, as applicable, in customer lists, sales presentations and marketing activities.

7. ENTIRE AGREEMENT. This Certificate, any applicable Services Terms, the EULA, the ordering terms of an Arctera quote, and any contract signed between the parties under which Customer's order is placed, as identified by the Arctera Agreement Number indicated on this Certificate (collectively, this "Agreement") constitute the entire agreement between Arctera and Customer regarding the subject matter of this Certificate. This Agreement supersedes any and all written or oral agreements with respect to such subject matter.