

This Arctera Services Units Certificate (“**Certificate**”) is a legal agreement between the customer (“**You**” or “**Your**”) and Arctera US LLC and/or its affiliates (“**Arctera**”). This Certificate states the terms and conditions under which Arctera Service Units (“**SU(s)**”) are made available to You and redeemed by You (“**Redemption**”) for eligible Services (“**Services**”). This Certificate applies to the Arctera Service Units identified on the front of this Certificate (or if not on the face of this Certificate, then in the entitlement details page of Your Arctera licensing portal account) (“**Entitlement Details**”). The SUs are provided pursuant to this Certificate, unless you have a separately executed agreement for the SUs, in which case the terms and conditions of such agreement shall apply.

1. **SU Grant.** Arctera grants You non-transferrable SUs in accordance with the quantities set forth in Your Entitlement Details. Each SU is equal to a specific monetary value set forth at <https://www.arctera.io/services-units>, or successor address, at the time of Your initial order. Arctera reserves the right to update this monetary value at any time, except that any such value change will only affect new purchases of SUs.

2. **SU Redemption.** You may redeem your SUs at any time for eligible Services listed at <https://www.arctera.io/services-units> or successor address, subject to Section 3 Expiration below. Further details around the redemption process can also be found at that URL. SUs may only be redeemed (a) in the same currency You purchased such SUs; and (b) for Services benefitting Your internal business purposes only and not on behalf of a third party, except that SUs may be redeemed for the benefit of Your affiliates. Arctera will provide any redeemed Services to You in accordance with the standard terms and conditions for the corresponding Service, which may take the form of certificate terms issued to Customer, posted terms and conditions available at <https://www.arctera.io/license-agreements> in effect at the time of Redemption, or under a statement of work, services quote, service description or similar document mutually agreed to by parties (“**SOW**”).

3. **Expiration.** All SUs expire within one (1) year of the purchase date set forth in Your Entitlement Details (“**SU Expiration**”). You must make Your Redemption election prior to SU Expiration (“**Redemption Date**”) and in accordance with processes set forth in Section 2 Redemption above. Unless otherwise specified in the SOW, any Services must be completely delivered within one (1) year following your Redemption Date. Thereafter, all Arctera obligations cease. Any prepaid, unused or partially-used SUs expire and are forfeited and no refunds shall be provided. In the event You purchase additional SU(s) later, Arctera will use the SU(s) closest to their SU Expiration date for any Services you redeem before using later-purchased SU(s).

4. **Payment; Taxes.** SUs are a prepaid offering. Arctera shall invoice for SUs following Arctera’s acceptance of an order for the SUs purchased. You acknowledge and agree that all payment obligations pursuant to the SUs are non-cancellable and any amount, when paid, shall be non-refundable. In the absence of a

mutually executed agreement specifying payment terms, the payment terms of the Arctera quote related to Customer's SUs purchase shall apply. If Customer is purchasing SUs through a Arctera-authorized partner, the fees and payment terms applicable to SUs shall be as separately agreed between Customer and such partner.

5. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL ARCTERA OR ITS SUPPLIERS BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE TO YOU OR ANY PERSON OR ENTITY FOR: I) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSSES, EXPENSES OR COSTS OF ANY KIND; OR II) COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS OR SERVICES, LOST BUSINESS PROFITS OR REVENUE OR LOST OR CORRUPTED DATA, LOSS OF PRODUCTION, LOSS OF CONTRACTS, LOSS OF GOODWILL OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; EVEN IF ADVISED OF THE POSSIBILITY AND WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE CERTIFICATE OR USE OF THE SUS OR THE PERFORMANCE, DEFECTIVE PERFORMANCE, NON-PERFORMANCE OR DELAYED PERFORMANCE BY ARCTERA OF ANY OF ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THIS CERTIFICATE. IN NO CASE SHALL ARCTERA'S LIABILITY EXCEED THE PURCHASE PRICE FOR THE SUS WHICH ARE THE SUBJECT OF THE CLAIM. NOTHING IN THE CERTIFICATE SHALL EXCLUDE OR LIMIT ARCTERA'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW (INCLUDING, BUT NOT LIMITED TO, ARCTERA'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE).

6. **Acknowledgement of Use of Personal Data.** You recognize that Arctera will require You to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses), in order for Arctera to manage and administer SUs. You acknowledge that Arctera is a global organization, and such personal data may be accessible on a global basis to enable Arctera's management of Your SUs. By providing such personal data, You consent to Arctera using, transferring and processing this personal data on a global basis for the purposes described above. Where Your processing of the personal data provided to Arctera under this Certificate is subject to the General Data Protection Regulation (EU) 2016/679, or other applicable laws that relate to the processing of personal data and privacy that may exist in the European Economic Area and/or Switzerland, Arctera shall process such personal data in accordance with the Data Processing Terms and Conditions at <https://www.arctera.io/privacy>. All questions and requests on privacy matters may be addressed to Arctera Technologies LLC – Privacy Program Office at Arctera's headquarters location published on Arctera.com, email: privacy@arctera.io.

7. **Performance By Third Parties.** Arctera has the right to subcontract its performance under this Certificate to third parties, provided that Arctera remains responsible for the contractual obligations according to this Certificate.
8. **Assignment.** You may not assign the rights granted hereunder or this Certificate, in whole or in part and whether by operation of contract, law or otherwise, without Arctera' prior written consent. Such consent will not be unreasonably withheld or delayed. You shall have no right to sell, resell or use the benefits of SUs to or for any third party.
9. **Governing Law.** This Certificate will be governed by and construed in accordance with the following laws, based on Your location: (a) the laws of the State of California, USA, if You are located in North America or Latin America; (b) the laws of Singapore, if You are located in Asia Pacific; (c) for all other locations, the laws of England, provided in any case that (d) all such laws are exclusive of any provisions of the United Nations 1980 Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law.
10. **Entire Agreement.** This Certificate constitutes the entire agreement between You and Arctera pertaining to the SUs, and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication between the parties regarding such subject matter. This Certificate prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document You issue, even if signed and returned.