

This document (the “**Certificate**”) is a legal agreement between the end user (the “**Customer**”) and Arctera US LLC and/or its affiliates (“**Arctera**”). This Certificate and the rights granted herein are only effective as to end users who have a valid license pursuant to a Arctera license agreement (the “**License Agreement**”) for the underlying Arctera software product(s) (the “**Software**”) for which the support offering (“**Support**”) will be provided. This Certificate applies to the Software identified on the front of this Certificate. Capitalized terms are defined in this Certificate, the License Agreement or the Technical Support Policy.

If this Certificate applies to a consolidated order where there are multiple entitlement owners listed on the front of the Certificate, then the end user entity receiving this Certificate must provide this Certificate, including these Support terms, to each of the entitlement owners listed on the front of the Certificate.

IF CUSTOMER DOES NOT AGREE TO THESE TERMS, THEN ARCTERA IS UNABLE TO PROVIDE SUPPORT TO CUSTOMER. RECEIPT OF SUPPORT INDICATES CUSTOMER’S AGREEMENT TO THESE TERMS.

Verified Support Offering. Arctera will provide Customer with Support during the period specified on the front of this Certificate within the Arctera region in which the Software is licensed for use as indicated in the License Agreement.

- US Person / US-Based Case Management
- Access to technical support provided by telephone on a 24x7 basis
- Continuous Efforts (available upon request for Severity 1 cases only)
- Access to the Arctera technical support website
- Delivery of bug fixes and patches
- Upgrade Assurance

Please note that some of the support features listed above may vary for certain products, such as newer or newly acquired product lines. Please see <https://www.arctera.io/verified-variations> for more details.

US Person / US-Based Case Management: “**US Person / US-Based Case Management**” means that, as required, Customer’s Software technical support case will be owned and managed from a process perspective (including Continuous Efforts for Severity 1 cases), and any direct communication between Customer and Arctera Support personnel will be handled, by United States Person(s) (meaning individuals authorized to work in the US) located in the United States, provided that:

- Customer must use the Arctera-provided processes (such as using a support/service identifier) when requesting Support to be properly routed for US Person / US-Based Case Management;
- The US Arctera Support Person(s) managing Customer’s case may coordinate with Arctera personnel located outside the United States and/or who may not be US Persons for certain advanced Support activities, such as the delivery of a new bug fix or patch; and

- For Customers requiring Arctera support personnel who are US Citizens rather than US Persons, Customer shall provide proof of its lawful basis for a US citizenship requirement to Arctera prior to support delivery.

Continuous Efforts: Customer may request that Arctera provide Continuous Efforts to work on a Severity 1 case. “**Continuous Efforts**” means that Arctera Support personnel will provide uninterrupted efforts, 24 hours a day, including weekends and holidays, to address a Severity 1 case.

Upgrade Assurance: “**Upgrade Assurance**” means the right to use upgrades to the Software as they become generally available to Arctera’s end user customers. An upgrade is any version of the Software which has been released to the public and which replaces the prior version of the Software. All such upgraded Software is licensed to Customer for use subject to all terms and conditions, including without limitation disclaimers of warranties and limitation of liabilities, of the License Agreement. Nothing in this Certificate shall be construed as separately licensing copies of the Software or increasing the number of copies of Software licensed to Customer.

Scope of Support: Customer’s technical assistance is limited to error correction resolution of Software used in a Supported Configuration. Support does not include services such as training, installation, migration, implementation and configuration services which Arctera sells under other separate offerings.

- **Technical Support Policy:** Support will be provided in accordance with Arctera’s Technical Support Policy, Product Life Cycle Policy, and other support policies which may be revised and updated by Arctera from time to time without notice to Customer. Please refer to <https://www.arctera.io/support-fundamentals> for copies of such policies. Under Arctera’s Product Life Cycle Policy, Support may be discontinued for certain Software or a particular version of Software prior to the end date of the term purchased.
- **Essential Support Equivalent:** Except as otherwise stated herein, for purposes of Arctera policies, handbooks, end of life processes, guides and other documentation, references to Essential Support shall be deemed to include Verified Support. Verified Support will satisfy the requirements of any offering (such as Business Critical Services, Extended Software Support, or Sustaining Software Support) that requires Essential Support as a prerequisite.

Privacy and Data Protection. Customer recognizes that Arctera will require Customer to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses), and Customer acknowledges that Arctera is a global organization, and such personal data may be accessible on a global basis to provide Support to Customer and to keep Customer apprised of Support and Software updates. By providing such personal data, Customer ensures that, to the extent required by applicable laws, it has informed relevant individuals of, and has obtained all necessary consents and

authorizations for, Arctera's use, transfer and processing of their personal data on a global basis for the purposes described above. Where Customer's 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, 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 US LLC – Privacy Program Office at Arctera's headquarters location published at [arctera.io](https://www.arctera.io) or by e-mail at privacy@arctera.io.

Support Warranty. Arctera warrants, for a period of thirty (30) days from the date of performance of Support under this Certificate, that such Support will be performed in a manner consistent with generally accepted industry standards. For Support not performed as warranted in this provision, and, provided Customer has reported such non-conformance to Arctera within thirty (30) days of performance of such non-conforming Support, Arctera will, at its discretion, either correct any nonconforming Support or refund the relevant fees paid for the nonconforming Support. THIS IS CUSTOMER'S EXCLUSIVE REMEDY AND ARCTERA'S SOLE LIABILITY REGARDING THE SUPPORT WARRANTY DESCRIBED IN THIS SECTION.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ARCTERA BE LIABLE TO CUSTOMER FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE PROVISION OF SUPPORT, EVEN IF ARCTERA, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAS BEEN TOLD SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL ARCTERA'S LIABILITY EXCEED THE FEES PAID BY CUSTOMER IN THE PREVIOUS TWELVE MONTHS FOR THE SUPPORT GIVING RISE TO THE CLAIM. NOTHING IN THIS CERTIFICATE SHALL EXCLUDE OR LIMIT ARCTERA'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

Integration. This Certificate, as supplemented by any relevant terms in the License Agreement not otherwise defined herein, constitutes the entire agreement between this parties pertaining to the subject matter hereof, and, except as otherwise agreed upon in writing by the parties, supersedes any and all prior written or oral agreement with respect to such subject matter.