Cinch^{SM} by Contour Cloud
Terms and Conditions

Last update: September 7, 2018

These Cinch by Contour Cloud Terms and Conditions, including all exhibits and attachments and any documents expressly referenced herein, including the Contour Privacy Policy (collectively, this "Agreement"), apply to the Cinch administrative portal (the "Cinch Portal"). You may use the Cinch Portal to select and manage the Contour Cloud (as defined in Section 1.1 below) services made available by Contour Data Solutions LLC ("Contour," "we" or "our") as well as third party software and services made available through the Cinch Portal ("Third Party Services"). This Agreement also applies to your use of individual services made available with the Cinch Portal but additional terms may also apply. For example, certain features within the Cinch Portal make use of the Contour Cloud services, which may be subject to the Contour Cloud Terms of Service (available at https://www.contourds.com/legal/) or another agreement for services, if applicable (collectively, the "Contour Cloud Terms"), between you and Contour. Additional terms may also apply if you are using the Cinch Portal through a pooled purchasing program. By clicking "I accept," "I agree" or an equivalent message or by using the Cinch Portal, you, and, if applicable, a business or employer on whose behalf you are acting (together, "Customer" or "you"), accept and agree to this Agreement, including the Contour Cloud Terms and the Contour Online Privacy Policy (available at https://www.contourds.com/legal/). You represent and warrant that you have all necessary powers to enter into, and bind Customer to, this Agreement.

1. Cinch Services

1.1 Overview

The Cinch Portal is used to order and manage certain cloud services made available by Contour (the "Contour Cloud") as well as Third Party Services (collectively, the "Cloud Services"). The Cloud Services consist of certain categories of services which you can choose from, including infrastructure as a service ("IaaS), disaster recovery as a service ("DRaaS"), backup as a service ("BUaaS"), database as a service ("DBaaS"), and desktop as a service ("DaaS"), which may ordered individually or as part of packages of configurable offerings, such as a "Dedicated Private Cloud" and "Virtual Data Center" (collectively, and together with their individual components and configurations, the "Service Offerings"). The Service Offerings are Customer-managed. Upon request by Customer, Contour may manage or assist in managing the Service Offerings ("Managed Services"). Managed Services are subject to additional costs and terms. "Support Services" means technical and other support services. "Services" means, collectively, the Cloud Services, Managed Services, Third Party Services, and Support Services.

Some Service Offerings and available configurations will vary by region. Additional professional services may be made available under separate terms.

2. Pricing and Payment

2.1 Pay as you Go

(a)   "Pay as you Go" pricing allows you to add, change, and remove Service Offerings at any time. You pay only for the resources you select and configure. As you select and configure each Service Offering, the Cinch Portal will display current pricing information. You will be billed for a selected Service Offering until you turn it off in the Cinch Portal.

(b)   Pricing varies for each Service Offering. Service Offerings may consist of one or more Billable Component (as defined in the next sentence). "Billable Component" means an element of a Service Offering that is billed based on a specified method of calculation. "Metered Billing" means the billing for a Billable Component of a Service Offering is calculated based on actual use of the Service Offering as measured by the Cinch Portal. "Storage Billing" means the billing for a Billable Component of a Service Offering is calculated based on the amount of Storage made available or actually used, as applicable. "Provision Billing" means the billing for a Billable Component of a Service Offering is calculated based on a cost associated with making a provisioned resource available, regardless of whether it is used. "Bandwidth" means network capacity between your Contour Cloud environment and the public Internet using our Internet service providers. Bandwidth is consumed when data is either transferred or received by your Service Offering instance. "Compute" is an allocation of a virtual server resource available to you through your purchased Service Offering. "Storage" is an allocation of block level storage volumes made available to you through your purchased Service Offering. "Standard Storage" is data Storage provided on spinning magnetic hard drives. "High-Performance Storage" means data Storage provided in whole or in part on solid state Storage devices. "IP Addresses" are publicly addressable internet protocol addresses used to provide connectivity from the public Internet.

(c)   "Billing Period" is the calendar month for which the Service Offering is being billed. If a Service Offering is not provided for a full Billing Period, then the fees for that Billing Period will be prorated (i) from the day the Service Offering was first provided through the end of the Billing Period, or (ii) from the beginning of the Billing Period through the last day in the Billing Period on which the Service Offering was provided, as appropriate. If you make configuration changes to a Service Offering that impact the fees owed for that Service Offering during a Billing Period, then the fees for that Billing Period will be calculated based on the duration that an applicable configuration was effective or the resources consumed by a configuration, as applicable.

2.2 Reserved Capacity

(a)   "Reserved Capacity" pricing provides a discount for making a minimum commitment. Based on the specific Reserved Capacity selections you sign up for, we will make available to you a set of Service Offerings (the "Reserved Capacity Tier") for the term of your Reserved Capacity (the "Reserved Capacity Term") at a fixed, discounted price. Reserved Capacity Terms are one or three years. Pricing for Reserved Capacity depends on the Reserved Capacity Tier, the Reserved Capacity Term, and the Reserved Capacity Payment Schedule (as defined below). The "Reserved Capacity Payment Schedule" may be full pre-payment, partial pre-payment with the remainder paid monthly, or monthly only.

(b)   During the Reserved Capacity Term if you wish to sign up for additional Service Offerings not covered in your Reserved Capacity Tier, you may do so at Pay as you Go pricing. Additionally, during the Reserved Capacity Term, you may add additional Service Offerings to your Reserved Capacity Tier, in which event the Reserved Capacity Term will automatically be extended by the number of days that has elapsed since the then-current Reserved Capacity Term went into effect.

2.3   Non-Recurring

"Non-Recurring" means a Service Offering, such as Offline Data Transfers, is provided on a single, as-requested basis. "Offline Data Transfer" means a data migration service where, subject to the terms below, Contour ships a Storage device to you for the purpose of transferring large amounts of data.

2.4   Bundled Offerings

 "Bundled Offerings" are discounted Service Offerings and Managed Services made available through Contour's agreements with certain third parties ("Bundling Terms"). Additional terms and conditions may apply to Bundled Offerings, which may be made available to you by the applicable third party. If the applicable Bundling Terms terminate, Contour may terminate Bundled Offerings upon notice to you.

2.5   Payments

(a)   Pay as you Go and Non-Recurring services are billed after the end of each calendar month during which the service was provided or requested, as applicable. Reserved Capacity services are billed based on the Reserved Capacity Payment Schedule you select. Bundled Offerings are billed at the end of each calendar month during which the service was provided or as otherwise provided by Contour's agreement with the third party sponsoring the Bundled Offering.

(b)   You agree to pay all amounts owed to us for the Cloud Services. You must maintain valid credit card or other payment account information with us in order to receive the Cloud Services, and you hereby authorize us to charge your credit card or other payment account for the Cloud Services. Any failure to maintain valid, up-to-date payment information with us or to keep your payments current will constitute a material breach of this Agreement, for which we may suspend or terminate your access to the Cloud Services with or without notice.

(c)   We may, at our sole and absolute discretion, provide a service credit to you if you have a reasonable dispute about amounts charged to you. To be eligible, the service credit request must (i) include sufficient detail for us to determine whether a service credit should be issued; and (ii) be received by email or through the Contour Portal by Contour within fifteen (15) days after the end of the Billing Period to which the disputed amount applies. If Contour elects to provide a service credit, Contour will apply the service credit your next Billing Period. Customer's failure to provide the request and other information as required above will disqualify Subscriber from receiving a Service Credit. We reserve the right to charge interest on all unpaid delinquent amounts not subject to a reasonable dispute at the rate of 1.5% per month or the highest rate permitted by applicable law, whichever is lesser. You agree to reimburse us for all collection agency fees, attorneys' fees and other costs we may incur to collect delinquent amounts you owe to us.

(d)   Payments are made through a third party payment provider, which is subject to separate terms and conditions.

2.6   Ordering and Invoicing

You may add, remove, and configure Pay as you Go Service Offerings at any time through the Cinch Portal. You may add and configure Reserved Capacity and Non-Recurring Service Offerings at any time through the Cinch Portal.

2.7   Taxes

Customer shall be solely responsible for all sales, use, excise, value-added other taxes and duties levied by any governmental authority or otherwise payable with respect to the transactions or amounts payable to Contour under this Agreement, except for any taxes based upon Contour's net income or unless Customer provides in writing documentation of an applicable exemption.

3.   Service Offering Terms

3.1   Modification and Cancellation

We may add, remove, or modify functionality, features, and configurations of the Service Offerings, and we may suspend or stop any or all Service Offerings altogether. If we choose to suspend or stop providing a Service Offering for customers generally, we will provide notice within the Cinch Portal or by email at least 30 days before the effective date of such action.

3.2   Pricing

Contour will notify you of price increases by posting the new prices to the Cinch Portal or by email and the effective date (the "New Pricing Date") of the new prices. Price increases for Pay as you Go and Non-Recurring services will go into effect as of the New Pricing Date. Price increases for Reserved Capacity services will go into effect as of the first renewal after the New Pricing Date.

4.   Cinch Terms

4.1   Modification

We reserve the right to modify this Agreement by providing notice to you. We will provide notice of these modifications by posting notice of modifications to this Agreement in the Cinch Portal or by email.   By continuing to use the Cinch Portal after the effective date of the modifications, you agree that you will be subject to the modified Agreement.

4.2   Suspension

If you fail to pay for any Services when payment is due or otherwise breach this Agreement or other applicable terms, we may suspend your use of the Services (with or without notice). Customer will be responsible for any reasonable costs of collecting unpaid amounts due to Contour (including reasonable attorneys' fees).

4.3 Third Party Services

By utilizing Third Party Services, Customer agrees to be bound by any terms and conditions applicable to such Third Party Services. Additionally, if the terms of a Third Party Service includes any service level agreements then such service level agreements, not any service level agreements provided by Contour, shall be applicable to such Third Party Service. If Customer utilizes any Contour-provided Microsoft software or services, Customer agrees to the Microsoft End User License Terms, available at http://www.contourds.com/uploads/9/4/8/4/94848646/microsoft_end_user_license_terms_02272017.pdf.

4.4 Customer-Provided Materials

In the event that Customer or its end-users provide software, code, services, information, content, data or other materials ("Customer-Provided Materials") to be utilized with the Services, Customer represents and warrants that it (i) has all necessary rights and permissions for its and Contour's use of the Customer-Provided Materials, and (ii) it will comply with any third party terms and conditions applicable to its use of the Customer-Provided Materials. Customer-Provided Materials are not included in any Contour-provided warranties or service level commitments.

4.5 Contractors

Contour may use contractors and third party service providers (together, "Service Providers") to provide the Contour Cloud services. Subject to Section 10 below, Contour shall be responsible for any Service Providers used to provide the Contour Cloud services to Customer.

4.6 Acceptable Use

(a)   Customer and its employees and representatives shall comply at all times with Contour's Acceptable Use Policy, available at https://www.contourds.com/wp-content/uploads/2018/05/acceptable_use_policy.pdf, as may be amended from time to time. Additionally, Customer may not conduct load testing of the Cinch Portal or any Services (such as through the use of automated or manual stress tests) without prior written approval from Contour, which may be granted, denied, or conditioned at Contour's sole and absolute discretion. In addition, Customer and its employees and representatives will not use the Services in violation of law or third-party rights, or in a manner that disrupts or may harm Contour's facilities or network, or other Contour customers.

(b)   Contour may suspend or terminate its provision of Services to Customer, or remove or disable access to Customer's content or files with or without notice: (i) in the event of Customer's material breach of this Agreement, (ii) if Contour in its sole and absolute discretion believes any Customer-Provided Materials or any other content or files are illegal, violate any third party's copyright, patent, trademark, trade secret, privacy or other third-party proprietary right, or contain or disseminate viruses, spyware or other malware, (iii) if Contour reasonably believes Customer has violated the Acceptable Use Policy, or (iv) as otherwise necessary to protect Contour, its products or services, or customers from material harm.

4.7   Cooperation

Customer agrees to cooperate with Contour as reasonably necessary for Contour to provide the Services in a timely, uninterrupted fashion. Contour shall not be responsible for any delays, defects, losses, failures or outages due to Customer's failure to provide timely assistance or information requested by Contour.

5.   Term and Termination

5.1   Term

The term of this Agreement commences on the date you accept this Agreement (the "Effective Date") and shall continue until terminated in accordance with this Agreement. Individual Services made available under this Agreement may have a specific term.

5.2   Termination

Either party may terminate this Agreement and all Services provided hereunder (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

"Last Service Date" means the first date on which Customer has no active orders for Services under this Agreement. On the earlier of the following, this Agreement will terminate: (i) automatically, 1 year after the Last Service Date, or (ii) upon written notice by either party at least 30 days after the Last Service Date.

5.3   Effect of Termination

Upon the termination of this Agreement or a Service, all applicable licenses and Services shall terminate. In no event shall any termination relieve Customer of the obligation to pay any fees and other amounts payable to Contour for the period prior to the effective date of termination, or otherwise payable under this Agreement. After the termination of this Agreement or a Service, Contour may delete all Customer-Provided Materials and any other content or data associated with the terminated Service(s).

5.4   Survival

Sections 6.4, 7, 9, 10, and 13 shall survive any termination or expiration of this Agreement.

6.   Licenses and Ownership

6.1   By Customer

As part of its use of the Services, Customer may provide Customer-Provided Materials to Contour. Customer gives Contour a royalty-free, worldwide, non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicensable (except to Service Providers), limited license to use, reproduce, modify, transmit, perform, translate. distribute and display Customer-Provided Materials, in connection with the provision of the Services. Except as contemplated by this Agreement, Customer reserves all right, title and interest in and to Customer-Provided Materials. Customer is solely responsible for all Customer-Provided Materials. Customer may not resell the Services.

6.2 By Contour

Contour may make provide or make available the certain data, information, and other materials (collectively, "Contour Materials"). During the term of this agreement or an applicable Service Offering, Contour hereby grants Customer a limited, non-transferable and non-sublicensable (except in connection with a permitted assignment of this Agreement), worldwide, limited license to access and use the Services and Contour Materials solely for its internal business purposes during the applicable Service term and solely in accordance with the terms of this Agreement, including the relevant Order Form(s). Additional terms apply to use of Third Party Services, and are available from the applicable third party. Except as expressly provided in this Agreement, Contour shall retain all right, title, and interest in and to the Services and Contour Materials and all copies, derivatives, modifications, and enhancements thereto.

6.3 Notices

Customer shall not delete, alter, cover, or distort any copyright, trademark, or other proprietary notice placed by Contour on or in the Services or Contour Materials and shall ensure that all such notices are reproduced on all copies thereof.

6.4 Suggestions and Usage Data

From time to time Customer may provide suggestions, enhancement or modification requests, recommendations or other feedback relating to the provision, operation, performance, or functionality of the Services (the "Suggestions"). Contour owns all right, title and interest in any Suggestions, and Customer hereby assigns and transfers to Contour all right, title and interest in and to the Suggestions.

Notwithstanding anything in this Agreement to the contrary, Contour may retain and use aggregated data which is derived from usage of the Services and does not identify Customer or its users in order to conduct research and analysis, and to provide and improve the Services.

7. Confidentiality

7.1 Confidential Information

"Confidential Information" means any information of a confidential, proprietary or competitively sensitive nature, or that a reasonable business person would consider confidential, whether marked or unmarked, relating to the disclosing party or its affiliates that is disclosed to or obtained by the receiving party in connection with this Agreement, whether before or after the effective date of this Agreement. Confidential Information of Contour includes without limitation all business partner information, customer information, and employee information, pricing policies, profit margins, operating methods, marketing plans, technology, configurations, system accounts, user IDs, passwords, security plans, measures and settings, disaster recovery or business continuity plans and measures, databases, networks, systems, the results of any Service benchmark test or performance information, and any other non-public information related to Contour's business or the Services.

Notwithstanding anything in this Section 7.1 to the contrary, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing party, (ii) was known to the receiving party prior to its disclosure by the Disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party

without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party.

7.2 Protection of Confidential Information

Except as necessary to perform its obligations under the Agreement, the receiving party shall not disclose such other party's Confidential Information to any third party. Each party shall exercise the same degree of care with the other party's Confidential Information as it exercises with its own confidential and proprietary information, and in no event less than a reasonable degree of care. The receiving party shall disclose Confidential Information only to those employees, service providers and agents have a "need to know" in connection with this Agreement and are subject to written or fiduciary obligations of confidentiality equivalent to those of this Section 7. The receiving party shall not use any Confidential Information except in accordance with this Agreement for the sole purpose of performing its obligations or exercising its rights under this Agreement.

7.3 Compelled Disclosure

Each party may disclose Confidential Information to comply with any applicable law or regulation, or in response to a lawfully issued subpoena, document request, or court order, provided that the party being required to disclose Confidential Information shall (unless prohibited by applicable law or a law enforcement authority), promptly upon receipt of such a request or court order, give written notice to the other party and provide reasonable assistance to the other party (at the other party's expense) in seeking an injunction, protective order, or other relief to prevent disclosure. Contour reserves the right to charge Customer you at Contour's then-current rate for professional services if Contour is requested or required to respond to subpoenas and/or document requests with respect to Customer-Provided Materials or other Customer information.

7.4 Remedies

Contour and Customer acknowledge that the remedy at law for any breach of this Section 7 will be inadequate, and that, upon any such breach or threatened breach, the disclosing party shall be entitled as a matter of right to seek injunctive relief in any court of competent jurisdiction, in equity or otherwise, and to enforce the specific performance of the receiving party's obligations under these provisions without the necessity of proving the actual damage to the disclosing party or the inadequacy of a legal remedy or posting bond. The rights conferred upon the disclosing party by the preceding sentence shall not be exclusive of, but shall be in addition to, any other rights or remedies which the disclosing party may have at law, in equity or otherwise.

8. Warranties and Disclaimers

8.1 Mutual Warranties

Each party represents and warrants that it has all rights and powers necessary to enter into this Agreement.

8.2 Contour Warranties

Contour warrants that (i) it shall perform all Managed Services and Support Services in a professional, workmanlike manner; (ii) all Service Offerings shall conform materially to the applicable user

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documentation published by Contour; and (iii) the Services will comply with all laws generally applicable to Contour's business as a technology services provider. As Contour's sole liability and Customer's sole and exclusive remedy for any breach of the foregoing warranty, Contour shall re-perform any defective Services at no additional cost and use diligent efforts to remediate any material non-conformities in the Services within a reasonable time (or, if Contour has failed to remediate any such non-conformity or provide a reasonable workaround within thirty (30) days, Customer may at its option terminate the applicable order with respect to the defective Services with no additional liability upon written notice to Contour). Notwithstanding the foregoing, Contour shall not be responsible for any defects or non-conformities that arise from (w) Customer's misuse of Services or Customer-Provided Materials or breach of this Agreement, (x) any modification or configuration of Services or Customer-Provided Materials by a person other than Contour or its authorized subcontractors, (y) Customer's failure to maintain minimum technology standards for use of the Services as specified by Contour from time to time, or (z) an event of Force Majeure (as defined below).

8.3   Customer Warranties

Customer warrants that (i) Customer's use of the Services and the provision of any Customer-Provided Materials to Contour hereunder is in compliance with Customer's privacy policies, if applicable, and all applicable federal, state and local laws, statutes, rules and regulations; (ii) Customer-Provided Materials do not and shall not infringe, misappropriate, or violate any patent, copyright, trademark, trade secret, privacy or other proprietary rights of any third party or constitute libel or defamation; (iii) Customer-Provided Materials will not contain any viruses, spyware, or other malware; and (iv) Customer has obtained all permissions and consents required, or Customer otherwise has a sufficient legal basis, for Customer's use of the Services and provision of Customer-Provided Materials, and Customer will provide Contour with evidence of any required permission, consent, or other legal basis upon request.

8.4   Disclaimers

Except as expressly provided in Sections 8.1 and 8.2, the Services are provided to Customer "as-is." Contour makes no representations or warranties of any kind whatsoever, express or implied, in connection with this Agreement or the Services. Additionally, Contour disclaims any warranty (i) that the Services will be error free or uninterrupted or that all errors will be corrected, (ii) that the Services will be free of viruses or other malicious code, (iii) with respect to the security of the Services, or to loss of data, merchantability, accuracy of any information provided, fitness for a particular purpose, title, and non-infringement, and any and all warranties arising from course of dealing or usage of trade, and (iv) for issues arising from inadequate bandwidth at your locations, whether on-site or remote. Contour is not responsible for issues arising from inadequate bandwidth at Customer's locations. Contour has no responsibility whatsoever for any Third Party Services.

CUSTOMER IS SOLELY RESPONSIBLE FOR SELECTING AND CONFIGURING SERVICES THAT ARE APPROPRIATE TO ITS NEEDS. CONTOUR SHALL HAVE NO RESPONSIBILITY WHATSOEVER FOR CUSTOMER'S SELECTIONS AND CONFIGURATIONS.

No advice or information, whether oral or written, obtained from Contour or elsewhere shall create any warranty not expressly stated in this Section 8.

9. Indemnification

9.1 Indemnification by Contour

(a) Contour shall indemnify, defend and hold harmless the Customer and its officers, directors, shareholders, employees, agents, successors and assigns (collectively, the "Customer Indemnified Parties"), from any and all out-of-pocket liabilities, judgments, costs, losses, damages and expenses (including reasonable attorneys' fees and court costs) (collectively, the "Losses") arising from any demand, claim, suit, action or other proceeding ("Claim") brought or threatened by a third party against any of the Customer Indemnified Parties, and relating to, based upon or arising out of or in connection with the infringement or misappropriation of any U.S. patent, copyright or other U.S. intellectual property right of any third party by the source code and/or other materials contained in the Services, the Contour Cloud, or the Contour Materials (excluding Third Party Services or other materials not provided by Contour), as used in accordance with this Agreement.

(b) Notwithstanding the foregoing, Contour shall not be responsible to the extent that any alleged infringement or misappropriation arises from (i) alterations made by Customer or third parties to Services or Contour Materials without Contour's consent, (ii) any specifications, instructions or other information provided by Customer or its representatives, including, but not limited to, Customer-Provided Materials, (iii) breach of this Agreement or improper or unauthorized use of the Services or Contour Materials by Customer or any third party obtaining access through Customer, or (iv) combination of the Services or Contour Materials with products or services that are not provided by Contour. Should any Services or Contour Materials become, or in Contour's opinion likely to become, the subject of a claim of infringement or misappropriation, Contour shall, at its option and expense either: (a) procure for Customer the right to continue to use the Services or Contour Materials, or (b) replace or modify the infringing Services or Contour Materials to make their use non-infringing without loss of substantial functionality (together, the "Remedial Options"). Notwithstanding the foregoing, if Contour, in its sole discretion, determines that the Remedial Options are not available to it on commercially reasonable terms, Contour, at its option, may terminate the provision or Customer's use of the allegedly infringing Service or Contour Materials and shall promptly provide a refund of prepaid, unused fees for the terminated Service or Contour Materials or a service credit for other Services. This section 9.1 provides Customer's sole and exclusive remedy and Contour's sole obligation and liability for any intellectual property infringement by the Services and Contour Materials.

(c) Contour's obligations in this Section 9.1 do not apply to Claims arising from or relating to: (i) services, software, or equipment not provided by Contour; (ii) Customer's modification to any Services, Contour Materials, software, or equipment provided by Contour; or (iii) Contour's compliance with Customer's instructions.

9.2 Indemnification by Customer

Customer shall indemnify, defend and hold harmless Contour, its affiliates and its and their respective officers, directors, shareholders, employees, agents, successors and assigns (collectively, the "Contour Indemnified Parties"), from any and all out-of-pocket Losses arising from any Claim brought or threatened by a third party against any of the Contour Indemnified Parties, and relating to, based upon or arising out

of or in connection with (i) any gross negligence or willful misconduct on the part of Customer or any of Customer's employees, (ii) the breach of any representation, warranty or covenant made by Customer in this Agreement, (iii) any products and/or services provided by Customer to its customers or offered by Customer to any prospective customer, (iv) any Third Party Services, and any materials, information and/or specific instructions provided by Customer to Contour, including all Customer-Provided Materials, or (v) the use of the Services or any Third Party Services by Customer.

9.3   Indemnification Process

(a) Promptly after receipt by a party (the "Indemnified Party") of notice of the commencement or threatened commencement of any action or proceeding involving a claim for which such Indemnified Party will seek indemnification pursuant to this Section 9, such Indemnified Party shall notify the other party (the "Indemnifying Party") of such claim in writing. No failure to so notify an Indemnifying Party shall relieve it of its obligations under this Agreement except to the extent that it can demonstrate material damages or prejudice attributable to such failure. Within ten (10) days following receipt of written notice from the Indemnified Party relating to any Claim, but not later than fifteen (15) days before the date on which any response to a complaint or summons is due, the Indemnifying Party shall notify the Indemnified Party in writing if the Indemnifying Party elects to assume control of the defense and settlement of that Claim (a "Notice of Election").

(b)   If the Indemnifying Party delivers a Notice of Election relating to any Claim within the required notice period, the Indemnifying Party shall be entitled to have sole control over the defense and settlement of such Claim; provided that (A) the Indemnified Party shall be entitled to participate in the defense of such Claim and to employ counsel at its own expense to assist in the handling of such Claim, and (B) the Indemnifying Party shall obtain the prior written approval of the Indemnified Party before entering into any settlement of such Claim. The Indemnifying Party shall not be required to indemnify the Indemnified Party for any amount paid or payable by the Indemnified Party in the settlement of any Claim for which the Indemnifying Party has delivered a timely Notice of Election and has commenced and diligently pursued the defense of such Claim if such amount was agreed to without the written consent of the Indemnifying Party.

(c) If the Indemnifying Party does not deliver a Notice of Election relating to any Claim within the required notice period, the Indemnified Party shall have the right to defend the Claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party. The Indemnifying Party shall promptly reimburse the Indemnified Party for all such costs and expenses including but not limited to any and all reasonable counsel fees.

10.   Limitation of Liability

10.1   Aggregate Liability

Customer agrees that Contour's maximum, aggregate liability under this Agreement, for any and all claims, damages and causes of action and regardless of the form of action (including, but not limited to, breach of contract, tort or any other legal or equitable theory), shall be limited to Customer's actual direct damages in an amount not to exceed the lesser of (i) $500,000, or (ii) the total amount paid to Contour by Customer under this Agreement during the six (6) month period immediately preceding the date of the latest claim.

10.2 Consequential Damages

Under no circumstances shall Contour be liable to Customer or any other person or entity, for special, incidental, exemplary, punitive, multiple, consequential or indirect damages (including, but not limited to, damages for loss of goodwill or business profits, loss of revenue, work stoppage, data loss, business interruption or computer failure or malfunction), whether such damages are alleged in tort, contract or otherwise, even if Contour has been advised of the possibility of such damages and even if a remedy fails of its essential purpose. Contour is not liable for the costs of data recovery or substitute goods or services. Contour and Customer acknowledge that the limitations of liability contained in this Section 10 are a material part of the Agreement and the allocation of risk between the parties on which pricing depends.

11. Audits

Customer acknowledges that certain products and services provided to Customer under this Agreement, may have use restrictions, limits on the number of authorized installations, and other licensing restrictions (collectively, "Use Limitations"), which may be required by a third party provider of a product or service. During the term of this Agreement and for one (1) year after any expiration or termination hereof, Customer shall make available all relevant information related to Customer's compliance with such Use Limitations for Contour's (or its authorized agent's) inspection at Contour's reasonable request at Customer's location during Customer's regular business hours and without unreasonably disrupting Customer's business operations. In the event that such inspection reveals non-compliance with such Use Limitations, Customer shall promptly pay to Contour any applicable amounts underpaid by Customer, interest on late amounts owed to Contour (calculated as 1.5% per calendar month of underpayment), and Contour's reasonable out-of-pocket costs for such inspection.

12. General Provisions

12.1 Relationship of the Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.2 No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

12.3 Notices

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) upon delivery by first class mail with delivery confirmation, or (iii) upon delivery by nationally known overnight courier with delivery confirmation. Notices to Contour shall be addressed to the attention of CEO, Contour Data Solutions LLC, 4259 West Swamp Road, Suite 301, Doylestown, PA, 18902. All notices to Customer shall be addressed to the then-current address provided by Customer in the Cinch Portal. Contour may change its notice address by providing notice to Customer in accordance with this Section 13.3 or by providing updated information in the Cinch Portal.

12.4   No Waiver

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5   Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6   Assignment

This Agreement may not assigned, in whole or in part, by either party without the prior written consent of the other party; provided, however, that either party may assign this Agreement, upon written notice to the other party, (i) to any successor to substantially all its business or assets by merger, reorganization, combination, consolidation, purchase of assets or otherwise, or to any party acquiring substantially all of the assets or business of the business unit of such party to which this Agreement relates, or (ii) to an affiliate.

12.7   Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Except as provided by Section 12.8 below, the parties hereby consent to the exclusive personal and subject matter jurisdiction and venue of the federal and state courts sitting in the Eastern District of Pennsylvania in any dispute arising under this Agreement.

12.8   Arbitration

Subject to Contour's right to suspend provision of the Services to Customer, if a dispute develops between the parties to this Agreement, they will submit to non-binding mediation to address any controversy or claim arising out of, or relating to, this Agreement and any modifications, additions, or exhibits thereto. Prior to the beginning of the mediation process, the parties may agree that if there is one or more disputed items that remain unresolved at the end of the mediation, the parties will proceed with binding mediation where the mediator will render a final and binding decision on those unresolved items, or the parties may elect to submit the remaining unresolved items to a mediation-arbitration procedure where a new and separate binding arbitration session may be scheduled to settle any unresolved issues remaining after the mediation session has been concluded. The parties must mutually agree to utilize binding mediation or arbitration or the parties will be bound only to participate in the non-binding mediation process. The mediation and/or arbitration shall be conducted by and according to the mediation and/or arbitration rules and procedures of the laws of the Commonwealth of Pennsylvania. Any settlement agreement or arbitration award shall be binding upon the parties and shall be enforceable in any court of competent jurisdiction. Both parties shall share the cost of the dispute resolution process equally although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.

12.9 Force Majeure

Except for Customer's payment obligations under this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which might be due in whole or in part, directly or indirectly, to any contingency, or cause of, any nature beyond the reasonable control of such party (individually and collectively, a "Force Majeure Event"). Force Majeure Events include, but are not limited to, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or communications services (including access to the Internet) or raw materials, failures of the Internet, power outage, strike, lockout, unavailability of components, acts or omissions of common carriers, activities of a combination of workmen or other labor difficulties, war, act of terrorism, insurrection, riot, act of God or a public enemy, law, act, order, export control regulation, proclamation decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement). For the avoidance of doubt, Contour is not responsible for any internet connection or bandwidth, including connection speeds, that it has not provided and is not otherwise under its control. If, however, a party's performance is prevented for ninety (90) days or more, then the other party will be entitled to terminate this Agreement on written notice to the party suffering the Force Majeure Event at any time prior to resumption of performance by the party suffering the Force Majeure Event.

12.10 Entire Agreement; Conflicts

This Agreement, including any request for Service Offerings made through the Cinch Portal that is accepted by Contour, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as expressly provided in this Agreement, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed or accepted electronically by the party against which the modification, waiver or amendment is sought to be enforced. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any additional documents signed by both parties, the terms of such documents shall prevail with respect to the terms in conflict and solely with respect to the Services specified therein. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

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SHAPING THE FUTURE OF DATA MANAGEMENT

Exhibit A

Service Level Agreement

This Service Level Agreement (this "SLA") is subject to and part of the Cinch by Contour Cloud Terms and Conditions, including all exhibits and attachments and any documents expressly referenced herein, including the Contour Privacy Policy (the "Agreement") between Contour Data Solutions LLC ("Contour") and Customer and applies to the Cinch Portal and the Services available within it, unless otherwise expressly provided in a Service Offering exhibit. Any capitalized terms that are not defined in this Exhibit shall have the meanings set forth in the Agreement entered into by the parties.

1.   Definitions

(a)   "Available" or "Availability" means the time (in minutes) that Customer has the ability to access the system being measured over the Internet and that its material features and functions are up, running, and functional.

(b)   "Excluded Downtime" means the time (in minutes) that the system being measured is not Available, to the extent caused by (A) Customer's hardware, software, or other equipment not provided by or certified by Contour; (B) Customer's networks or ISP connections; (C) modifications made by Customer without Contour's prior written approval; (D) selections and configurations made by Customer and use of the Services by Customer, its employees, agents, or contractors, in ways not contemplated by the Agreement; (E) Maintenance Downtime, as defined below; (F) Customer's failure to use sufficient, redundant power sources or Internet connectivity; (G) a Force Majeure Event as provided in Section 17.9 of the Agreement; or (H) Third Party Services, Customer-Provided Materials or any other system outside of Contour's control. "Maintenance Downtime" means scheduled repairs, maintenance, upgrades, or deployments related to the Cinch Portal, the Contour Cloud, and Contour's equipment, network, or facilities.

(c)   "Monitoring Systems" means Contour's tools and system for monitoring the Availability and security of the Cinch Portal and the Contour Cloud. "Alert" means a notification of an issue generated by the Monitoring Systems received by Contour's personnel.

(d)   "Percent Available" will be calculated on a calendar monthly basis as follows: (Availability / (Total Minutes – Excluded Downtime)) x 100.

(e)   Priority definitions

    i.   "Priority 3" means a Contour Cloud service is Available, but with minor operational variances (e.g.,bugs).
    j.   "Priority 2" means a Contour Cloud service is partially not Available.
    k.   "Priority 1" means a Contour Cloud service is entirely not Available.

(f)   "Total Minutes" means the number of minutes in the applicable calendar month.

2. **Service Commitments**

(a) In each calendar month, the Percent Available for the Cinch Portal will be 99.98%.

(b) Contour will initiate a response to issues reported by its Monitoring Systems within 15 minutes of receiving an Alert.

(c) Contour will escalate issues reported by the Monitoring Systems, in accordance with the following table:

Priority	Status	Action	Time	Escalation
P1 - Critical	Unassigned	Response/Acknowledgement	15 minutes	NOC Tier 1
P1	Assigned	NOC escalates to Tier 2	15 minutes	NOC Tier 2
P1	Assigned	Tier 2 calls Engineer	30 minutes	Engineering
P1	Assigned	Crisis Management Process	1 hour	CRISIS
P2 - High	Unassigned	Response/Acknowledgement	15 minutes	NOC Tier 1
P2	Assigned	NOC escalates to Tier 2	1 hour	NOC Tier 2
P2	Assigned	Tier 2 calls Engineer	4 hours	Engineering
P3 - Low	Unassigned	Response/Acknowledgement	15 minutes	NOC Tier 1
P3	Assigned	NOC escalates to Tier 2	8 hours	NOC Tier 2
P3	Assigned	Tier 2 calls Engineer	24 hours	Engineering

3. **SLA Failure**

(a)   If Contour fails to meet the service commitments in Section 2 above for three (3) consecutive calendar months, Customer may terminate this its commitments for the impacted Service Offerings upon five (5) days prior written notice to Contour without additional fees due and without additional liability for such termination, provided that such notice is delivered to Contour no later than ten (10) business

days after the end of the third of those three (3) calendar months.

(b)   Contour is not responsible for, and makes no service comments for, issues related to Excluded Downtime. Contour may, in its sole discretion, provide support for Excluded Downtime if requested by Customer, and Customer will pay for all such diagnostic time and support at Contour's then-standard hourly rate. Contour is not responsible for Customer's failure, for any reason, to respond to Alerts or incidents escalated to Customer by Contour in accordance with this SLA.

(c)   The remedies in this Section 3 are Customer's sole and exclusive remedies, and Contour's sole liability, for issues relating to the performance of the Cinch Portal and the Contour Cloud.

Exhibit B

Disaster Recovery as a Service Terms

This Disaster Recovery as a Service Exhibit (this "Exhibit") is subject to and part of the Cinch by Contour Cloud Terms and Conditions, including all exhibits and attachments and any documents expressly referenced herein, including the Contour Privacy Policy (the "Agreement") between Contour Data Solutions LLC ("Contour") and Customer. Any capitalized terms that are not defined in this Exhibit shall have the meanings set forth in the Agreement entered into by the parties.

1.   Description of Services

(a)   Contour offers cloud-based disaster recovery services ("Recovery Services") designed to Customer's backed-up Contour Cloud and on-premise data and systems. This Exhibit outlines the terms and conditions for the Recovery Services which may be selected and configured by Customer through the Cinch Portal. Customer will configure the specific Recovery Services including the Customer equipment and systems backed up ("Backed Systems"), the Recovery Point Objective, and Recovery Time Objective. The "Recovery Point Objective" or "RPO" is the point in time from which Contour will be able to restore data from Backed Systems (e.g., all data older than three days old). The "Recovery Time Objective" or "RTO" is the period of time it will take Contour to restore the data from Backed Systems (e.g., within twenty-four hours).

(b)   **CUSTOMER IS SOLELY RESPONSIBLE FOR SELECTING AND CONFIGURING RECOVERY SERVICES THAT ARE APPROPRIATE TO ITS NEEDS. CONTOUR SHALL HAVE NO RESPONSIBILITY WHATSOEVER FOR CUSTOMER'S SELECTIONS AND CONFIGURATIONS.**

(c)   The Recovery Services back up and replicate Backed Systems to the Contour cloud. When requested by Customer, Contour will restore the Backed Systems as virtual machines ("VMs").

This service option may be configured by Customer, including the following options:

Feature	Function
Redundancy of the backup service	The backup is maintained at two separate locations.
Automatic replication	New backups on your primary storage location are mirrored to an offsite vault.
Flexible replication policies	Replication can be scheduled or run on demand.
End-to-end encryption	Backup data remains encrypted during transmission to Contour and in storage.
Efficient processing	Block-level delta processing technology replicates only new and changed data blocks.

	Compression and bandwidth throttling minimize network traffic.
Bandwidth throttling	Set bandwidth throttling policy to reduce use of network at specific days or times of day.
Auto failover	If the primary system goes down, an IT administrator can access or activate the Contour Cloud system and restore data to and from it. This system can be automated for requiring no human intervention.

Exhibit C

Desktop as a Service Terms

This Desktop as a Service Exhibit (this "Exhibit") is subject to and part of the Cinch by Contour Cloud Terms and Conditions, including all exhibits and attachments and any documents expressly referenced herein, including the Contour Privacy Policy (the "Agreement") between Contour Data Solutions LLC ("Contour") and Customer. Any capitalized terms that are not defined in this Exhibit shall have the meanings set forth in the Agreement entered into by the parties.

1.   Description of Services

Contour provides Desktop as a Service ("DTaaS"), that enables the delivery of virtual desktops, applications, and desktop disaster recovery capabilities to end-users.

1.1   Service Model Levels

Customers must use their own operating system volume license(s) purchased through a Microsoft licensing re-seller. At Customer's request Contour can, subject to additional terms and conditions, provide licenses as a re-seller.

The following are recommendations only. Please verify licensing requirements and restrictions with your Microsoft Licensing distributor and/or reseller.

All necessary Microsoft licenses for operating Horizon Desktops and Hosted Apps Servers are available from your preferred Microsoft Licensing distributor.

Microsoft windows 7 and 8.x OS licensed guest VMs require Microsoft Virtual Desktop Access (VDA) subscription license or Microsoft Software Assurance for Windows.

Windows Server VMs must use Windows Server OS licenses. Contour can provide Windows Server Datacenter Edition, subject to additional terms and conditions, as a re-seller.

Please note as Horizon desktop supporting hardware and Microsoft Licensing policy may change over time, please check with your Contour Account Manager for the latest recommendations.

1.2   Service Objects

All Service Offerings include the capability to access these objects:

- There will be Active Directory (AD) integration deployed and managed to include administrative roles, permissions, and end user groups.
- Templates may also be managed through the Virtual Desktop Administration Console and or though the Change Management Process and are used as the base image from which VMs are cloned.
- Desktop Pools are the grouping object for VMs, Remote Desktop Session Host (RDSH) published desktops, and RDS published applications. Pools specify which Desktop model, image, desktop

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type, and other policies to apply when creating VMs. Desktop VMs can only be created as part of a pool.

- Virtual Machines (VMs) are the desktop that is accessed by the end user.
- RDSH Published Apps (Apps) are the published applications running on hosted RDSH Servers that are accessed by the end user.
- Reserved Capacity, which may be selected and configured through the Cinch Portal.
- Microsoft Federated Services

1.3 Support Services

(a) Incident and Problem Management

    i.   Contour will provide incident and problem management services with respect to:

- Infrastructure and software used by Contour to provide the DTaaS environment, such as servers, storage and network devices, and supervisory software.
- Contour-provided operating system templates to the extent that:
  - Published templates cannot be accessed;
  - Published templates cannot be used for provisioning without modification;
  - Published templates cause errors at first run time;
  - There are substantial hangs or excessive delays in the retrieval of a template;
  - The configuration of a published template affects the virtual machine's interaction with the hypervisor; and
  - Time synchronization issues (NTP) exist

    ii.   Customer is responsible for incident and problem management (such as detection, severity classification, recording, escalation, and return to service) with respect to:

- User-management within your Active Directory environment;
- Customer deployed and configured assets such as custom developed or third party applications, custom or user-deployed operating systems, network configuration settings, and user accounts;
- VPN integration;
- Performance of Customer-deployed or custom or third party applications, Customer databases, and operating systems imported or customized by Customer, or other assets deployed and administered by Customer that are unrelated to the Contour Cloud or DTaaS; and
- Anything else not under the direct control and administration of Contour.

(b) Change Management

    i.   Contour will provide the following change management elements:

- Processes and procedures to maintain the health and availability of the Contour service components.
- Processes and procedures to release new code versions, hot fixes, and service packs related to providing and administering the DTaaS environment and infrastructure.

iii. Customer is responsible for:

- Management of changes to Customer's operating systems, custom or third party applications, and administration of any components within Customer's control.
- Cooperating when planned and emergency maintenance is required.

2. Security

(a) "Contour Area" means the areas of the Contour infrastructure and systems for which Contour has sole administrative control. "Customer Area" means the portions of the systems where Customer assumes full or partial control, permission, or access to modify an environment.

(b) Contour will use commercially-reasonable technical and organizational measures designed to provide the following:

- Physical security measures intended to protect Contour's data centers from physical security breaches;
- Information security measures intended to protect the Contour Area;
- Network security measures intended to protect the Contour Area;
- Monitoring for potential security events in the Contour Area; and
- Patching and vulnerability management of the systems Contour uses to deliver the DTaaS environment, including the application of patches it deems critical for the target systems. Contour will perform routine vulnerability scans of the Contour Area to identify critical risk areas for the systems it uses to deliver the DTaaS service. Critical vulnerabilities will be addressed in a commercially reasonable manner.

(c) Customer is responsible for:

- Information security measures to protect the networks, information systems, data, content or applications in the Customer Area, including without limitation any patching, security fixes, encryption, access controls, roles and permissions granted to Customer's internal, external, or third party users;
- Network security measures to protect the networks, including software defined networks, within the Customer Area, including measures such as maintaining effective firewall rules, exposing communication ports only as necessary to conduct business, preventing and promiscuous access;
- Monitoring for potential security events in the Customer Area;
- Security monitoring and response for the Customer Area, including detecting, classifying, and remediating all security events in the Customer Area, through the use of such measures as vulnerability scanning tools or monitoring tools, or that are required for Customer's compliance or certification program; and
- Identifying and remediating compromised desktops within the Customer Area and resolving all related issues. Contour reserves the right to suspend desktops or any portion or all of Service Offerings if compromised desktops are detected by Contour in order to protect Contour's infrastructure and business operations.

(d) Customer is required to utilize on each desktop a reputable anti-virus program which must be running, up to date, and properly configured.

3.   Usage and Other Restrictions

Customer's and Customer's end-users use of the DTaaS service shall comply with the Contour Acceptable Use policy, available at https://www.contourds.com/wp-content/uploads/2018/05/acceptable_use_policy.pdf .

Virtual server configurations are intended for use with desktop applications only. However, with Contour's prior written authorization, Customer may use a virtual server instance as a utility server, such as a domain controller, active directory server, DHCP relay or file server.

Any use of server-based applications or transactional applications is not supported and may interfere with performance and user experience. Encrypted hard disks are not allowed within the DTaaS environment.

Contour is not responsible for issues arising from inadequate bandwidth at your locations, whether on-site or remote.

Exhibit D

Infrastructure as a Service Terms

This Infrastructure as a Service Exhibit (this "Exhibit") is subject to and part of the Cinch by Contour Cloud Terms and Conditions, including all exhibits and attachments and any documents expressly referenced herein, including the Contour Privacy Policy (the "Agreement") between Contour Data Solutions LLC ("Contour") and Customer. Any capitalized terms that are not defined in this Exhibit shall have the meanings set forth in the "Agreement" entered into by the parties.

1. Description of Services

(a)	The "Private Cloud" class of service provides a single-tenant private cloud with dedicated computing servers, network for workload traffic, dedicated storage volumes, and a dedicated cloud management instance. Infrastructure capacity may be allocated to a single virtual data center or multiple data centers at your option.

(b)	The "Public Cloud" provides a multi-tenant virtual cloud with logically-isolated resources on shared physical infrastructure, configured as a single virtual data center with networking resources.

(c)	The "Hybrid Cloud" or "Hybrid Contour Cloud" provides the best of both worlds, giving you the flexibility to tailor the services you consume to meet your requirements. Hybrid Contour Cloud is a cloud computing solution that blends and maximizes the best features of a multi-tenant public cloud and a dedicated or colocation private cloud environment. A custom Hybrid Cloud solution is ideal for mission-critical applications for businesses with regulatory compliance and security demands who don't want to run their whole application environment in the cloud, but want to leverage the scalability, flexibility and cost savings of public cloud solutions for non-critical applications.

2. Service Provisioning

(a)	Contour will:
- Provide the physical resources (such as physical servers, physical storage, and physical network devices) needed to provide the IaaS services;
- Provide initial network resources, including default public internet protocol addresses, when applicable;
- Provide network bandwidth in accordance with the applicable Service Offering;
- Provide initial resource pools (memory, processing, primary storage, and networking), when applicable;
- Create user accounts and set default system preferences;
- Create and configure applicable virtual server deployment templates, as further described below.

(b)	Customer will:
- Install and configure custom or third party applications and operating systems on deployed virtual machines; and
- Deploy and maintain on-premises and other resources for disaster recovery.

3. Change Management

(a) Contour will:

- Maintain processes and procedures to intended to ensure the health and availability of the Contour Cloud and infrastructure in the Contour Area (as defined in Section 4 below); and
- Maintain processes and procedures to release new code versions, hot fixes, and service packs related to the Contour Cloud components in the Contour Area.

(b) Customer is responsible for:

- Custom or third party applications, databases, and administration of the Customer Area (as defined in Section 4 below); and
- Administration of self-service features, up to the highest permission levels granted to you, including but not limited to virtual machine and network functions, backup administration, user configuration and role management, general account management.

4. Security

(a) "Contour Area" means the areas of the Contour infrastructure and systems for which Contour has sole administrative control. "Customer Area" means the portions of the systems where Customer assumes full or partial control, permission, or access to modify an environment.

(b) Contour will use commercially-reasonable technical and organizational measures designed to provide the following:

- Physical security measures intended to protect Contour's data centers from physical security breaches;
- Information security measures intended to protect the Contour Area;
- Network security measures intended to protect the Contour Area;
- Monitoring for potential security events in the Contour Area; and
- Patching and vulnerability management of the systems Contour uses to deliver the IaaS environment, including the application of patches it deems critical for the target systems. Contour will perform routine vulnerability scans of the Contour Area intended to identify critical risk areas for the systems it uses to deliver the IaaS service. Critical vulnerabilities will be addressed in a commercially reasonable manner.

(c) Customer is responsible for:

- Information security measures to protect the networks, information systems, data, content or applications in the Customer Area, including without limitation any patching, security fixes, encryption, access controls, roles and permissions granted to Customer's internal, external, or third party users;
- Network security measures to protect the networks, including software defined networks, within the Customer Area, including measures such as maintaining effective firewall rules, exposing communication ports only as necessary to conduct business, preventing and promiscuous access;

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- Monitoring for potential security events in the Customer Area;
- Security monitoring and response for the Customer Area, including detecting, classifying, and remediating all security events in the Customer Area, through the use of such measures as vulnerability scanning tools or monitoring tools, or that are required for Customer's compliance or certification program; and
- Identifying and remediating compromised virtual environments within the Customer Area and resolving all related issues. Contour reserves the right to suspend desktops or any portion or all of Service Offerings if compromised desktops are detected by Contour in order to protect Contour's infrastructure and business operations.

(d)   Customer is required to utilize a reputable anti-virus program to protect the Customer Area which must be running, updated and properly configured.

5.   Virtual Server Deployment Templates

(a)   Contour will provide a catalog of supported virtual server deployment templates that you may deploy into your Contour environments for Private Cloud, Public Cloud, and Hybrid Cloud classes of service.   Contour will maintain and update these templates from time to time.   Templates that are provided by Contour may be removed at any time. Customer is responsible for selecting, deploying, and configuring templates appropriate to its needs, and for activating related licenses, and maintaining compliance with such license terms.

(b)   In order to comply with Contour's legal obligations to its third party licensors, Customer will not be permitted to export, download, or remove certain templates or any installed forms of certain templates for installation or use outside of the IaaS Service Offering. Customer may implement or import virtual server deployment templates provided that it has sufficient legal rights to deploy and use the software and information contained in such templates.

6.   Offline Data Transfer Service

(a)   Offline Data Transfer is an optional data migration service for the purpose of transferring large numbers of virtual machines, virtual apps, or templates from your local private environments to the Contour Cloud. These migration capabilities support onboarding to the Contour platform, export from the Service Offering, and synchronization of templates between the Contour platform and your on-premises data centers.

(b)   Contour will provide:

- A physical storage device shipped to Customer; and
- After the device is received back by Contour, the transfer of data from the device into Customer's Service Offerings.

(c)   Customer is responsible for:

- Following the documentation accompanying the storage device;
- Returning the storage device by Customer's preferred carrier at Customer's expense to Contour within 45 calendar days from Contour's date of shipment; and
- Backing-up and encrypting any data, applications or virtual machines transmitted via the service.

(d)   Contour will not be responsible for any data loss or any other loss or damage that may occur as a result your use of the Offline Data Transfer service. If any Contour storage device is not received by Contour in equivalent working condition within 45 days from Contour's date of shipment, Customer will pay Contour a replacement fee for any such storage device plus any shipping and handling charges, as each will be assessed by Contour. Customer's use of the Offline Data Transfer service is entirely at Customer's own risk.

Exhibit E

Cisco OpenDNS Exhibit

This Cisco OpenDNS Exhibit (this "Exhibit") is subject to and part of the Cinch by Contour Cloud Terms and Conditions, including all exhibits and attachments and any documents expressly referenced therein, including the Contour Privacy Policy (the "Agreement") between Contour Data Solutions LLC ("Contour") and Customer. Any capitalized terms that are not defined in this Exhibit shall have the meanings set forth in the Agreement. This Exhibit applies to Customer's use of the Cisco OpenDNS online and software tools (collectively, "OpenDNS") provided by Cisco OpenDNS LLC ("Cisco"). This Exhibit shall be in effect from Customer's first use of OpenDNS through the Cinch Portal until Customer's use of OpenDNS is terminated in accordance with this Exhibit (the "Exhibit Term").

1.   By electing to use OpenDNS through the Cinch Portal, Customer agrees to the Cisco Umbrella Terms and Conditions, currently available at www.opendns.com/terms (the "Cisco Terms"), and the Cisco Online Privacy Statement, currently available at www.opendns.com/privacy.

2.   Subject to the terms of the Agreement and this Exhibit, Contour grants to Customer a limited, non-transferable, non-sublicensable license to access and use OpenDNS for Customer's internal use during the Exhibit Term. Customer's use of OpenDNS may not exceed the number, as configured by Customer through the Cinch Portal, of Internet connected users that may access OpenDNS.

3.   This Exhibit shall terminate (a) immediately, if Customer elects though the Cinch Portal, or otherwise, to no longer use OpenDNS, (b) immediately, upon termination of the Agreement, (c) upon 30 days prior written notice to Customer through the Cinch Portal or by email in the event that Contour elects to no longer make OpenDNS available through the Cinch Portal, or (d) in the event that OpenDNS is no longer available for Contour to make available to Customer, with such written notice to Customer through the Cinch Portal or by email as is reasonably practicable. Additionally, Contour may immediately suspend Customer's use of OpenDNS or terminate this Exhibit, with or without notice, if Contour reasonably believes, or Contour receives information from Cisco that, Customer has breached any term of this Exhibit, the Agreement or the Cisco Terms. Immediately upon any termination of this Exhibit, Customer shall uninstall and delete any installed OpenDNS software provided by Cisco. Sections 3, 4, 5 and 7 shall survive any termination of this Exhibit.

4.   With the exception of any personally identifiable information Customer or its end-users submit, any information Customer transmits to OpenDNS through its use of OpenDNS or related to the functionality of OpenDNS, whether by direct entry, submission, e-mail or otherwise, including data, questions, comments, or suggestions, will be treated as non-confidential and non-proprietary and will become the property of Cisco. Cisco also owns all aggregate data generated by OpenDNS, and any statistical information related to the usage, origin of use, traffic patterns and behavior of the users of the OpenDNS ("Statistical Data") (so long as such Statistical Data will not include personally identifying information about Customer's end-users).

5.   Customer shall indemnify, defend and hold harmless Contour, its affiliates, shareholders, members, directors, managers, officers, employees and representatives from any claims, damages, costs, losses or expenses (including Contour's attorneys' fees) made against Contour arising from or as a result of any allegation of (a) any negligence, misrepresentation, error or omission or willful misconduct on the part of Customer or its representatives or end-users, (b) violation by Customer or its representatives or

end-users of the export control laws and regulations of the United States, including without limitation the Export Administration Regulations or the sanctions regimes of the United States Department of Treasury, Office of Foreign Assets Control, (c) Customer's use of OpenDNS damaging a third party to the extent such claim is based on Customer's or its representatives or end-users' misuse or abuse of OpenDNS, negligence or breach of any provision in this Exhibit, including any referenced terms, (d) Customer's failure to abide by all applicable laws, rules, regulations and orders that affect OpenDNS, or (e) Customer's use of OpenDNS.

6.   Contour may modify the terms of this Exhibit upon written notice to Customer through the Cinch Portal or by email.

7.   Contour provides OpenDNS as-is and without any representations or warranties, express or implied.