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Master Software License and Support Agreement

This Master Software License and Support Agreement (the “License Agreement”) is a legal agreement between you (“you” or “Company”) and Superna, LLC, a Delaware Limited Liability Company with its principal place of business located at 225 Cedar Hill St., Ste. 200, Marlborough, MA 01752 (“Superna”). Your right to use the Superna software product identified in an Order Email is set forth in this License Agreement.

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE LICENSED PRODUCT, YOU ARE ACCEPTING AND AGREEING TO THIS LICENSE AGREEMENT ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH SUCH ACCESS OR USE. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE ON BEHALF OF COMPANY. IF YOU DO NOT AGREE WITH ANY OF THE TERMS SET FORTH HEREIN, YOU SHOULD CEASE ACCESSING OR USING THE LICENSED PRODUCT IMMEDIATELY.

SECTION 8 DESCRIBES IMPORTANT LIMITATIONS OF THE LICENSED PRODUCT AND OPTIONAL FEATURES, ESPECIALLY IN CONNECTION WITH IMPLEMENTATION, SYSTEM DESIGN, DATA LOSS AND FAILOVER OF DATA.. PLEASE READ THIS SECTION CAREFULLY. BY ACCESSING OR USING THE LICENSED PRODUCT, OR CONTINUING TO DO SO, YOU ACKNOWLEDGE AND AGREE TO THESE LIMITATIONS.

1. Definitions:

1.1 Affiliate means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 Computer System means the computer hardware equipment on which Company has elected to install and/or execute the Licensed Program.

1.3 Device means a physical hardware or virtual system that supports the IP protocol for communications and is recognized by the Licensed Program as a manageable system. Such Devices may be physical, virtual or a manageable component of a larger system. Examples of Devices that may be recognized by the Licensed Program include but are not limited to: computer servers, computer clients, virtual machines, hypervisors, hypervisor management servers, blade servers, converged infrastructure devices, routers, switches, virtual switches, access points, firewalls, load balancers, wireless access points, vpn concentrators, network appliances, virtual network device instances, storage devices, storage appliances, point of sale systems, printers, phone switches, telecommunications equipment, UPS, power devices, industrial control systems and other systems supporting IP communications discovered by the Licensed Program.

1.4 Designated Storage Medium means a single physical hardware device or virtual system made available through a third party, such as Amazon® Simple Storage Service (Amazon S3™) (each a "Cloud Provider"), that supports the storage of files in the Amazon S3 storage object format or the Microsoft Azure blob format.

1.5 Documentation means the softcopy documentation that may be provided by Superna with the Licensed Program or in connection with the Maintenance and Technical Support Services, such as user manuals, guides, release notes, or online help information.

1.6 Effective Date means the date that you accept the terms of this License Agreement.

1.7 Error means a failure of the Licensed Program to materially conform to its Documentation, but excluding any nonconformity resulting from Company's: (a) misuse, improper use, or unauthorized modification of any Licensed Product; (b) Company's failure to implement Updates or Upgrades; or (c) the combining of the Licensed Product with hardware or software other than the Prerequisites or other than as contemplated by the Documentation

1.8 Fees means the aggregate fees for the Licensed Program and Optional Features selected by Company, and for any Services.

1.8 High Risk System means a device or system for which it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury, or catastrophic property damage. Without limitation, High Risk

Systems may be required in critical infrastructure, industrial plants, manufacturing facilities, direct life support devices, aircraft, train, boat or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.

1.9 Licensed Product means, collectively, the Licensed Program any Licensed Program application program interface ("API") and the Documentation

1.10 Licensed Program means the executable code version of the Superna software, and any Optional Features, identified in an Order Email. Licensed Program includes any Updates or Upgrades that may be delivered by Superna to Company during the Term, as defined in Section 5.1. Licensed Program does not include Prerequisites, as defined in Section 4.2, or Third Party Code.

1.11 Maintenance and Technical Support Services means those services described in Section 9 and [Exhibit A](#), attached hereto and incorporated herein by reference. The term Maintenance and Technical Support Services does not include Professional Services.

1.12 Optional Features means additional license key-enabled or other functionality of the Licensed Program that Company may acquire rights to use, as further described in Section 8.4.

1.13 Order Email means an email or other communication from Superna that may include one (1) or more of the following: (a) identification of the specific Licensed Program acquired by the Company; (b) the Authorized Use Limitation, as defined in Section 3.2, if any; (c) the Initial Support Period, as defined in Section 9.1, or any renewal Maintenance and Technical Support Period, as applicable; (d) the term of any Evaluation Period, as defined in Section 3.1; and (e) a specific Professional Service part reference number.

1.14 Professional Services means those services described in [Exhibit B](#), attached hereto and incorporated herein by reference. The term Professional Services does not include Maintenance and Technical Support Services.

1.15 Services refers collectively to Maintenance and Technical Support Services and Professional Services.

1.16 [System Data](#) refers to data about Computer Systems, Devices, Designated Storage Media, and related software required by Superna to perform the Services for Company and may include, but not be limited to, documentation, test data, sample output storage device configuration data, Cloud Provider configuration, DNS names, and IP addresses of DNS, NTP, storage devices, and network subnets. System Data also includes data collected by Superna regarding Company's usage of the Licensed Program and related Services.

1.17 Third Party Code means any code, libraries or other components included in the Licensed Program as set forth [here](#).

1.18 Update means a release of the Licensed Program that contains error corrections and/or minor functional enhancements.

1.19 Upgrade means a version of the Licensed Program that contains new or substantial functional enhancements.

2. Fees; Payments; Activation:

2.1 Fees: The Fees are due and payable by Company in accordance with the terms and conditions provided by Superna's authorized reseller. For any other amounts owed to Superna pursuant to this License Agreement, such payments shall be made in United States dollars, and if not paid within thirty (30) days of when due (or such longer period set forth in an invoice) will be subject to interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment was due until payment