SALTSTACK

SALTSTACK ENTERPRISE LICENSE TERMS

These Enterprise License Terms are entered into by and between SaltStack, Inc., a Delaware corporation with office located at 2801 N. Thanksgiving Way Suite 150, Lehi, UT 84043 ("SaltStack") and Customer (as defined below). These terms will apply to the procurement of Products (as defined below) as set forth in the applicable Sales Order (as defined below). The procurement of Services (as defined below), if any, is governed by the SaltStack Master Services Agreement (located at www.saltstack.com/terms) except as otherwise agreed to in writing between the parties.

1.   **General Definitions**

1.1.   **Affiliates:** means any corporation, company or other entity in which more than fifty percent (50%) of the voting shares or outstanding capital stock are owned or controlled, directly or indirectly, by a Party.

1.2.   **Agreement:** means the applicable Sales Order, any terms incorporated therein by reference including these Enterprise License Terms (collectively with any exhibits and attachments), and the applicable Products Description.

1.3.   **Computer:** means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, consistent with the configuration recommendations in the Documentation, including without limitation desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or other software applications.

1.4.   **Confidential Information**: means any information that is clearly identified in writing as confidential at the time of disclosure, and any written or oral information that, based on the substance and circumstances under which it was disclosed, a reasonable person would believe to be confidential. Such Confidential Information includes, but is not limited to, terms of this Agreement, product proposals, technological processes, product forecasts, trade secrets, pre-publication patent applications, product designs, license keys, pricing information and rate cards, software and system designs, functionalities, know-how, technology specifications, source code, object code, graphic designs, report templates, proprietary financial, and personnel and sales information. Confidential Information also includes all copies, summaries and extracts of any Confidential Information. The restrictions on the receiving Party's use and disclosure of disclosing Party's Confidential Information shall not apply to any Confidential Information which the receiving Party can demonstrate: (i) is or becomes a part of the public domain without breach of this Agreement by the receiving Party; (ii) was rightfully in the receiving Party's possession free of restriction prior to the disclosure by the Disclosing Party and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; (iii) is rightfully disclosed to the receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

1.5.   **Customer:** means the entity or entities identified in the signature block of the Sales Order as "Customer."

1.6.   **Documentation**: Documentation means the technical user manual describing the features and functionalities of the applicable Software, as provided by SaltStack and generally available in PDF format in such software or via saltstack.com, and the description of the software contained in the Products Description applicable to such software. Documentation does not include any forums or content contributed by any third party.

1.7.   **Disaster Recovery Environment:** means Customer's technical environment designed solely to allow Customer to respond to an interruption in service due to an event beyond Customer's control that creates an inability on Customer's part to provide critical business functions for a material period of time.

1.8.   **Evaluation Software:** means Software licensed for internal evaluation purposes in a non-production environment.

1.9.   **Fees**: means the fees for the Products set forth in the applicable Sales Order.

1.10.   **Indemnified Technology**: means the Software set forth in a Sales Order and paid for by Customer, but excluding sample code, SDKs, trial or Evaluation Software, pre-release software, not-for-resale software, and software provided free of charge.

1.11.   **License Term:** means the duration of the license granted for the Software, as set forth in the applicable Sales Order(s), unless earlier terminated pursuant to this Agreement.

1.12.   **Party or Parties:** mean(s) either SaltStack or Customer, or both, as applicable.

1.13.   **Products**: means the Software as specified on the applicable Sales Order.

1.14.   **Products Description**: means the description and related use rights of the applicable products listed in the Sales Order.

1.15.   **Sales Order**: means the sales order form(s), statement(s) of work, or other ordering document(s) executed by the Parties which describe the Fees to be paid by Customer or its Affiliates, for the Products to be delivered.

1.16.   **SaltStack Technology**: means SaltStack's technology, including software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, toolkits, plug-ins (i.e.. software components that add specific functionality to a larger software application), objects and documentation (both printed and electronic), network designs, processes, know-how, methodologies, trade secrets and any related intellectual property rights throughout the world (whether owned by SaltStack, a subsidiary or affiliate of SaltStack, or licensed to SaltStack by a third party) and also including any derivatives, modifications, improvements, enhancements or extensions thereto, regardless of when developed SaltStack Technology includes third party licensed materials incorporated into or provided with SaltStack Technology.

1.17.   **Services:** means any consulting, training, implementation, and technical and support services provided to Customer, as set forth in the applicable Sales Order.

1.18.   **Software:** means the distributed software as set forth within the Software section of the applicable Sales Order and related SaltStack Technology, as may be further described in the Products Description. Some components of the Software may be subject to the terms of an open source license. In addition, SaltStack may provide third-party software to Customer in conjunction with the Software; such third party software is subject to its own terms and conditions. Please see www.saltstack.com/terms **(SaltStack Dependency Licenses)** for more details.

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2. License and Restrictions

2.1. **License Grant.** Subject to the terms of this Agreement (and any applicable Documentation) and payment of the Fees, SaltStack grants to Customer, during the License Term, a non-exclusive, nontransferable, worldwide limited right to install and use the Software on Computer(s) for the platforms, configurations and quantities set forth in the Sales Order and solely for Customer's internal business purposes. Upon the expiration of the License Term, some or all of the Software may cease to operate without prior notice. Upon expiration of the License Term or termination of the license, Customer shall cease use of the Software, uninstall all copies of the Software from all Computers on which it resides, and destroy or return to SaltStack any media containing the Software, as well as any related material. This Software license grant does not cover software components, modules or other software that may be included in SaltStack's electronic delivery of the Software that are not identified and purchased by the Customer in the Sales Order.

2.2. **Archival and Disaster Recovery.** Customer may make and install a reasonable number of copies of the Software for archival purposes and use such copies solely in the event that the primary copy has failed or is destroyed. Customer may also install copies of the Software in a Disaster Recovery Environment, on a cold backup basis, for use solely in disaster recovery and not for production, development, evaluation or testing purposes other than to ensure that the Software is capable of replacing the primary usage of the Software in case of a disaster.

2.3. **Outsourcing.** Notwithstanding the Software license set forth herein, Customer may sub-license use of the Software to a third party contractor solely to operate the Software on Customer's behalf, provided that: (a) Customer provides SaltStack with prior written notice; (b) Customer is responsible for ensuring that any such contractor agrees to abide by and fully complies with the terms of this Agreement as they relate to the use of the Software on the same basis as applies to Customer; (c) such use is only in relation to Customer's direct beneficial business purposes as restricted herein; (d) such use does not represent or constitute an increase in the scope or number of licenses provided hereunder; and (e) Customer remains fully liable for any and all acts or omissions by the contractor related to this Agreement.

2.4. **No Unbundling.** The Software may include various applications and components, may support multiple platforms and languages, and may be provided to Customer on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to Customer as a single product to be used as a single product on Computers as permitted herein. Customer may not unbundle the component parts of the Software for use on multiple Computers.

2.5. **Prohibited Use.** Except as expressly authorized under this Agreement, Customer is, as a condition of the license, prohibited from: (i) using the Software on behalf of third parties; (ii) renting, leasing, lending or granting other rights in the Software including rights on a membership or subscription basis; and (iii) providing use of the Software in a computer service business, third party outsourcing facility or service, service bureau arrangement, time sharing basis, or as part of a hosted service.

2.6. **No Modifications, No Reverse Engineering**. Customer shall not modify, port, create derivative works of, adapt or translate the Products delivered in object code. Customer shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Products delivered in object code. Notwithstanding the foregoing, decompiling the Products delivered in object code is permitted solely to the extent the law governing this Agreement gives Customer the right to do so to obtain information necessary to render such technologies interoperable with other software.

3. Payment and Fees

3.1. **Payments.** Customer will pay all Fees described in the Sales Order, in accordance with the payment terms found therein.

3.2. **Failure to Pay.** If Customer fails to pay the amount due for Products under a Sales Order or related invoice within thirty days of notice by SaltStack of Customer's failure to pay, SaltStack reserves the right to terminate or suspend in whole or in part immediately at SaltStack's discretion as applicable any license and/or access to Products for which payment has not been received.

3.3. **Disputes.** If Customer believes in good faith that SaltStack incorrectly billed Customer, Customer must contact SaltStack in writing, within thirty days of the applicable invoice, specifying the calculation error and the amount of the adjustment or credit requested. Unless Customer has notified SaltStack of such dispute, Customer will reimburse SaltStack for all reasonable costs and expenses incurred in collecting such overdue amounts.

4. Delivery. Software will be deemed to be delivered and accepted on the date the Software is made available for electronic download, or if applicable, on the date that tangible media (e.g., CD or DVD) is shipped FOB origin.

5. Taxes. Prices in the Sales Order may not include applicable taxes, which may be invoiced by SaltStack. Customer must provide a tax exemption claim to SaltStack before an invoice is issued. If Customer is required to withhold income taxes from its payment to SaltStack, Customer agrees to send to SaltStack an official tax receipt within sixty days.

6. Confidentiality.

6.1. **No Use or Disclosure.** The Parties agree to use commercially reasonable care (but in no case less care than it uses to protect its own Confidential Information) to prevent the disclosure of the disclosing Party's Confidential Information to any third party and will only use the disclosing Party's Confidential Information to fulfill its specific obligations set forth herein. Notwithstanding the foregoing, Customer may disclose SaltStack's Confidential Information to an authorized user as necessary to support Customer's internal business operations and SaltStack may disclose Customer's Confidential Information to its third party suppliers solely to the extent necessary to perform SaltStack's obligations under this Agreement; provided that in either case, the disclosing Party is required to have a non-disclosure agreement in place with third parties that protects Confidential Information against disclosure in a manner no less protective than this Agreement. SaltStack may maintain archived copies of any audit results.

6.2. **Required Disclosure.** This Confidentiality section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or pursuant to a valid order of a court or other governmental authority ("Disclosure Order"); provided, however, that a Party in receipt of a Disclosure Order (the "Responding Party") shall first have given, unless prohibited by law, sufficient and prompt written notice to the disclosing Party of the receipt of any Disclosure Order; and shall have made a reasonable effort to minimize such disclosure, including, in relevant cases obtaining a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Notwithstanding the foregoing obligation of the Responding Party, nothing

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in this Confidentiality section shall limit or restrict the ability of the disclosing Party to act on its own behalf and at its own expense to prevent or limit the required disclosure of Confidential Information.

7. Term and Termination.

7.1. **Term.** The provisions of this Agreement apply to each Product beginning upon the effective date of the applicable Sales Order and continuing through the expiration of the applicable service or License Term stated on such Sales Order unless otherwise terminated as provided pursuant to this Agreement.

7.2. **Termination for Cause.** If either Party materially breaches this Agreement, the non-breaching Party may provide written notice to the breaching Party indicating (i) the nature and basis of such breach, with reference to the applicable provisions of this Agreement; and (ii) the non-breaching Party's intention to terminate all or a portion of the applicable Sales Order(s) related to the breach in accordance with this section. If such breach is not cured within thirty days of the receipt of such written notice, the non-breaching Party can exercise its right to terminate immediately. Either Party may terminate the entire Agreement immediately upon written notice to the breaching Party if the other Party is in breach of the confidentiality provisions of this Agreement. SaltStack may terminate the entire Agreement immediately upon written notice to Customer if Customer is in breach of Section 2.6 (No Modifications, No Reverse Engineering) or uses Software beyond the scope of the license stated herein.

7.3. **Termination for Insolvency.** In the event SaltStack receives notice that Customer is insolvent or fails to pay its obligations as they arise or upon any proceeding being commenced by or against Customer under any law providing relief to Customer, SaltStack may terminate this Agreement immediately upon notice to Customer.

7.4. **Survival.** All provisions of this Agreement, which by their nature must survive termination in order to achieve the fundamental purposes of this Agreement, shall survive any termination or expiration of this Agreement.

8. Ownership. Customer acknowledges and agrees that SaltStack and its third party suppliers, as applicable, retain all right, title and interest in and to the SaltStack Technology and all intellectual property rights embodied in or with respect to the SaltStack Technology. SaltStack reserves all rights not expressly granted to Customer herein, and Customer shall not limit SaltStack, its Affiliates or its or their customers in any way from developing, using, licensing, distributing, modifying, or otherwise freely exploiting the SaltStack Technology. To the extent that Customer participates in the creation or modification of the SaltStack Technology, Customer expressly waives, and hereby assigns to SaltStack, any intellectual property rights therein.

9. Limited Warranty; Remedies

9.1. **Warranty.** SaltStack warrants to Customer that the Indemnified Technology will perform substantially in accordance with the Products Description for the thirty day period following initial delivery of the Indemnified Technology. All warranty claims must be made to within thirty days of delivery of the Product in question. The entire liability of Salt and its affiliates for a breach of this Section 9.1, and Customer's exclusive remedy for any such breach will be limited to either, at Salt's option, replacement or re-performance of the Product in question, as applicable, or a refund of any pre-paid, unused Fees applicable to such Product.

9.2. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL PRODUCTS ARE PROVIDED AS-IS. SALTSTACK, ITS AFFILIATES, AND ITS THIRD PARTY DATA, SERVICE, AND SOFTWARE PROVIDERS HEREBY DISCLAIM AND MAKE NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY OF SERVICE OR RESULTS, AVAILABILITY, SATISFACTORY QUALITY, LACK OF VIRUSES, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES OF ITS THIRD PARTY PROVIDERS. CUSTOMER ACKNOWLEDGES THAT NEITHER SALTSTACK NOR ITS THIRD PARTY PROVIDERS CONTROLS CUSTOMER EQUIPMENT OR THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS, CANCELLATIONS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. SALTSTACK, ITS AFFILIATES AND ITS THIRD PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, CANCELLATIONS, DELIVERY FAILURES, DATA LOSS, CONTENT CORRUPTION, PACKET LOSS, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

10. Indemnification

10.1. **SaltStack's Duty to Indemnify.** SaltStack shall defend any third party claim against Customer during the applicable License Term to the extent such claim alleges that the Indemnified Technology directly infringes any United States copyright, or trademark, or misappropriates a trade secret of a third party ("Claim"). SaltStack shall pay Customer the damages, costs, and expenses (including reasonable legal fees) finally awarded by a court of competent jurisdiction against Customer, or agreed to in a written settlement agreement signed by SaltStack, directly attributable to a Claim. Notwithstanding the foregoing, SaltStack shall have no defense or indemnification obligation or other liability for any Claim arising from (i) use of the Indemnified Technology in a manner contrary to the terms of this Agreement; (ii) modification of the Indemnified Technology by anyone other than SaltStack or a party authorized in writing by SaltStack to modify the Indemnified Technology; (iii) the combination of the Indemnified Technology with any other products, services, hardware, software or other materials if such Indemnified Technology would not be infringing without such combination, (iv) any third party products, services, hardware, software or other materials, or (v) failure by Customer to install the latest updated version of the Indemnified Technology as requested by SaltStack to avoid infringement. If Customer's use of the Indemnified Technology under the terms of this Agreement is enjoined or SaltStack determines that such use may be enjoined, then SaltStack may, at its sole option and expense, either (i) procure for Customer a license to continue using the Indemnified Technology in accordance with the terms of this Agreement; (ii) replace or modify the allegedly infringing Indemnified Technology to avoid the infringement; (iii) terminate the licenses and access to the corresponding Indemnified Technology, and refund any prepaid, unused Fees as of the date of termination, provided that Customer purges all copies of the Software and related materials from all computer systems on which it was stored and returns to SaltStack all physical copies of the Software and related materials.

10.2. **Conditions to Indemnification.** The indemnification obligations set forth in this Agreement shall apply only if (i) the indemnified Party notifies the indemnifying Party in writing of a claim promptly upon learning of or receiving the same; (ii) the indemnified Party provides the indemnifying Party with reasonable assistance requested by the indemnifying Party, at the indemnifying Party's expense, for the defense

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and settlement, if applicable, of any claim; (iii) the indemnified Party provides the indemnifying Party with the exclusive right to control and the authority to settle any claim, provided, however, that the indemnified Party shall have the right to participate in the matter at its own expense, and (iv) the indemnified Party does not admit fault or liability of indemnifying Party or of itself.

10.3. **Sole and Exclusive Remedies.** The indemnification rights and obligations in this Agreement are the indemnifying Party's sole and exclusive obligations, and the indemnified Party's sole and exclusive remedies, with respect to the subject matter giving rise to any indemnified claims.

11. **Limitations of Liability.** EXCEPT IN CONNECTION WITH USE OF SALTSTACK TECHNOLOGY BEYOND THE SCOPE OF ANY LICENSE GRANTED HEREIN: (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR: ANY INDIRECT, MORAL, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES; ANY LOSS OF USE, DATA, OR PROFITS; OR ANY INTERRUPTION OF BUSINESS - ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, AND WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND (II) THE AGGREGATE LIABILITY OF EITHER PARTY WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE PRODUCTS THAT GAVE RISE TO THE LIABILITY WITHIN THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OR SOURCE OF ACTION, AND REGARDLESS OF ANY OBLIGATION STATED UNDER THIS AGREEMENT. THE LIMITATION ON DAMAGES AS SET FORTH IN THE PRIOR SENTENCE SHALL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL BREACH OR A BREACH OF THE FUNDAMENTAL TERMS OF THIS AGREEMENT.

12. **Compliance.** SaltStack may, at its expense, and no more than once every twelve months, appoint its own personnel or an independent third party to verify that Customer's use of the Software, and the amount of deployments or installations of the Software by Customer, complies with the terms of this Agreement. Such verification will require Customer to provide raw data from a software asset management tool of all Software installed or deployed by or at the direction of Customer, including installation or deployment on Customer's own servers or on servers provided by third parties, and all valid purchase documentation for all Software. Such verification may include an onsite audit conducted at Customer's relevant places of business upon seven business days prior notice, during regular business hours, and shall not unreasonably interfere with Customer's business activities. If such verification shows that Customer is using a greater volume of the Software than what were legitimately licensed, or is deploying or using the Software in any way not permitted under this Agreement and which would require additional license fees, Customer shall pay the applicable fees within thirty days of invoice date, with such underpaid fees being the license fees and related maintenance and support fees as per SaltStack's then-current, country specific, list price. If underpaid fees are in excess of five percent of the value of the fees paid under this Agreement, then Customer shall pay such underpaid fees and SaltStack's reasonable costs of conducting the verification.

13. **General Provisions**

13.1. **Proprietary Notices.** Any permitted copy of the Products (or related materials) made by Customer must contain the same copyright and other proprietary notices that appear on or in such Products.

13.2. **Assignment.** The Parties agree that SaltStack is hereby entitled to assign and/or transfer all or part of its rights and obligations under this Agreement to any third party. Customer may assign this Agreement in its entirety to the surviving entity pursuant to a merger or acquisition of Customer upon advance written notice to SaltStack if such assignment does not expand the scope of the license(s) granted. Except as provided in the preceding sentence, Customer may not assign, voluntarily, by operation of law or otherwise, any rights or obligations under this Agreement without the prior, written consent of SaltStack. Any extension of credit or installment payments to the assignee will be subject to SaltStack's determination of assignee's creditworthiness. Subject to the above restrictions on assignment, this Agreement shall inure to the benefit of and bind the successors and assigns of the Parties. Any attempted assignment in derogation of this section will be null and void.

13.3. **Governing Law, Venue.** This Agreement will be governed by and construed in accordance with the laws of the state of Utah, without regard to or application of conflicts of law rules or principles of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. In the event that a dispute arises with respect to the terms of this Agreement, the Parties agree that the exclusive and sole venue for resolution shall be a court of competent jurisdiction within Salt Lake County, Utah, and the Parties agree to submit to the jurisdiction of the same.

13.4. **Force Majeure.** Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement (except for any payment obligations) if such default or delay results from causes beyond its reasonable control, including but not limited to acts of God, terrorism, labor action, fire, flood, earthquake, governmental acts, orders, or restrictions, third party suppliers, denial of service attacks and other malicious conduct, utility failures, or power outages.

13.5. **Injunctive Relief.** Actual or threatened breach of certain sections of this Agreement (such as, without limitation, provisions on intellectual property (including ownership), license, and confidentiality) shall be deemed to cause immediate, irreparable harm that would be difficult to calculate and could not be remedied by the payment of damages alone. Accordingly, either Party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.

13.6. **Notice.** SaltStack shall give notices under this Agreement to Customer by electronic mail to the Customer's e-mail address with the delivery receipt kept on file. Customer shall give notices under this Agreement to SaltStack by letter delivered by certified or registered mail, at the address set forth above, returned receipt requested, and deemed given upon personal delivery or five days after deposit in the mail.

13.7. **Export Rules.** Customer acknowledges that the Products may be subject to the U.S. Export Administration Regulations and other export laws, restrictions, and regulations (collectively, the "Export Laws") and that Customer will comply with the Export Laws.

13.8. **U.S. Government Licensing.** For U.S. Government End Users, Customer acknowledges that Products are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Customer agrees, consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

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13.9. **Miscellaneous.** The Parties expressly agree that they are independent contractors and do not intend for this Agreement to be interpreted as an employment, agency, joint venture or partnership relationship. Neither Party has the authority to bind the other or incur any obligation on behalf of the other. Customer acknowledges and agrees that SaltStack's licensors (and/or SaltStack if Customer obtained the Software from any party other than SaltStack) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or SaltStack. Any terms and conditions in Customer's purchase order are void and have no legal effect. Neither Party's waiver of the breach of any provision shall constitute a waiver of that provision in any other instance. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing, signed by the Parties. This Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all prior agreements and understandings, both written and oral, regarding such subject matter. In the event of any inconsistency between the provisions of the Enterprise License Terms and the Products Description, the provisions of the Products Description shall govern, and in the event of any inconsistency between the provisions of a Sales Order and the applicable Products Description or the Enterprise License Terms, the provisions of the Sales Order shall govern for the purposes of that Sales Order. This Agreement (or components thereof, including Sales Orders) may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement, and facsimile and electronic or digital signatures shall be of equal effect and validity as signatures on original copies. If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall continue in full force and effect, and the Parties shall substitute a valid provision with the same intent and economic effect.