

COPADO ACCESS AGREEMENT

(For Accessing Copado's Cloud-Based DevOps Tools)

This Copado Access Agreement ("CAA") and any Order Form(s) or documents incorporated herein ("Agreement") sets forth terms under which Copado ("Copado") shall provide Customer access to certain DevOps tools as described in the Order Form(s) (hereinafter "Tool(s)") and is effective as of the date of such Order Form(s) (the "Effective Date"). The applicable Copado contracting entity shall be the entity set forth in Exhibit 1 to this CAA.

1. Access to Tools and Availability.

1.1. Access Right and Customer Users. Subject to Customer's compliance with this Agreement, Copado agrees to provide access to the cloud-based offerings as described in the Order Form(s) which reference this Agreement and are incorporated herein by such reference. The parties may execute addenda describing other Copado offerings, which will become part of the Agreement upon execution. Customer is responsible for its Users compliance with this Agreement, the Documentation, and the Acceptable Use Policy. "Users" means Customer's and its Affiliates' employees, agents, contractors, consultants, suppliers, or other individuals granted access to the Tools by or through Customer.

1.2. Availability. Copado will use commercially reasonable efforts to make the Tools available without unscheduled interruption. Per the Documentation, Copado will provide maintenance services and updates necessary to keep the Tools functioning along with support. "Documentation" means the usage guides and technical specifications relating to the Tools as updated from time to time and generally made available by Copado to Users.

2. Payment. Customer will pay Copado the amounts as set forth in the applicable Order Form. Except as set forth in this Agreement, all orders are non-cancelable and non-refundable. Unless otherwise stated in the Order Form, all payments will be made within thirty (30) days from the date of Copado's invoice. Customer will be responsible for all taxes, withholdings, duties, and levies in connection with Customer's use of and access to the Tools (excluding taxes based on net income of Copado). If Customer requires a purchase order to be invoiced, Customer shall submit one to Copado upon Order Form execution. Customer is responsible for providing complete and accurate billing and contact information to Copado; Customer will promptly notify Copado of any changes to this information.

3. Term and Termination. This Agreement remains in effect until terminated in accordance with this Section 3. Either party may terminate this Agreement at any time when there is no Order Form then in effect by giving the other party thirty (30) days written notice. Either party may terminate this Agreement or any Order Form if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operations without a successor; or (c) files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter). Except as otherwise specified in an Order Form, each Order Form shall automatically renew for one (1) year, unless either party gives the other notice of non-renewal at least (30) days before expiration of the current term. The per-unit price for any renewal may be increased by up to seven (7%) above the applicable pricing in the prior term. Promotional or one-time discounts will not be applicable to any renewal. Any decrease in subscription volume will impact any previously provided volume-based discounts. Upon any expiration or termination of this Agreement, all Order Forms shall immediately terminate, and Customer shall, as of the date of such expiration or termination, immediately cease access and use of the applicable Tools and Copado's Confidential Information.

4. Access and Ownership.

4.1. Customer Access and Proprietary Rights. Copado's Tools can be accessed by Customer through its designated cloud platform (including, but not limited to Salesforce, SAP, ServiceNow, or Google) or as stand-alone instances, as applicable. Customer is solely responsible for obtaining access rights to the designated cloud platform. Customer agrees that the use of Tools requires the interoperability with a designated cloud platform and hereby authorizes Copado a limited license to connect to such platform via an API or HTTPS/SSH connection. If and to the extent Customer enters content into the Tool(s) ("Customer Materials"), Customer shall have sole responsibility for the legality, integrity, accuracy, and quality of Customer Materials. Except for the limited rights granted herein, Customer retains all rights, title, and ownership (including all intellectual property rights) in the Customer Materials, which shall be deemed Confidential Information of Customer, as set forth more fully in **Section 8**.

4.2. Restrictions. Customer and its Users shall not (i) modify or copy the Tools or create any derivative works, products, and/or services based on the Tools; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare, offer in a service bureau, or otherwise make the Tools available to any third party, other than to Users as permitted herein; (iii) reverse engineer or decompile any portion of the Tools; (iv) access the Tools in order to build any commercially available product or service; (v) modify, copy or create derivative works of any features, functions, integrations, interfaces or graphics of the Tools; (vi) interfere with or disrupt the integrity or performance of the Tools or its related systems or networks or third party data contained therein; or (v) process Restricted Information in the Tool(s). "Restricted Information" means (a) government issued identification numbers, (b) personal credit card numbers, (c) medical records or health care information;

(d) information regulated under the International Traffic in Arms Regulations, (e) technical data restricted under applicable export law, and/or (f) any other personal data without ensuring sufficient legal basis.

4.3 Copado's Proprietary Rights. Copado hereby grants Customer a worldwide, royalty-free, non-exclusive right to access and use the Tools for Customer's internal purposes and otherwise in accordance with the Documentation and applicable Order Form. Except for the limited access and use rights granted herein, Copado retains all rights, title, and ownership (including all intellectual property rights) in and to the Tools, Documentation, and any modifications, improvements, and derivative works to them (including any such materials that incorporate any ideas, feedback, or suggestions of Customer). Copado reserves all rights and/or interests not expressly granted to Customer in this Agreement.

4.4 Use of the Tools. Unless otherwise provided in the applicable Order Form or Documentation, (a) access to the Tools and Documentation are purchased as subscriptions for the term stated in the Order Form or in the applicable online purchasing portal, (b) additional subscriptions may be added during a subscription term by entering into new Order Forms with Copado, and (c) any add-on subscriptions added via additional Order Forms will be co-terminus unless otherwise expressly stated. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Copado regarding future functionality or features. Copado may suspend or terminate Customer's access to the Tools if: (i) it reasonably determines that Customer is violating Copado's Acceptable Use Policy, or (ii) fees owed to Copado are more than thirty (30) days past due and Customer has been notified of such delinquency. Copado will promptly notify Customer of such suspension via electronic notification.

4.5. Usage Limits. Access to the Tools may be subject to usage limits specified in Order Forms or Documentation. If Customer exceeds a contractual usage limit, Copado may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Copado's efforts, Customer is unable or unwilling to abide by a usage limit, Customer will execute an Order Form for additional quantities of the applicable subscription promptly upon Copado's request or pay any invoice for excess usage in accordance with Section 2 above.

4.6 Security. Copado will maintain industry standard administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Materials processed in the Tools, as described in the Documentation. The safeguards will include measures designed to prevent unauthorized access, use, modification or disclosure of such Customer Materials.

5. Warranties

5.1 Limited Warranty. Copado warrants that during the applicable Order Form term; (i) the Tools shall perform materially in accordance with its Documentation and the Agreement, and (ii) the functionality of the Tools will not be materially decreased during a subscription term as specified in the Order Form. For purposes of this Section 5 (Limited Warranty), "Tools" shall not include items that Customer has elected to use on a no charge or evaluation basis. In the event Customer notifies Copado of a breach of warranty, Copado shall either (a) correct the non-conforming Tools at no additional charge to the Customer; or (b) if Copado is unable to correct such deficiencies after good-faith efforts, Customer may terminate the applicable subscription and shall be entitled to a pro-rata portion of any unused and prepaid fees for the defective subscription. The remedies set forth in this subsection shall be Customer's sole remedy and Copado's sole liability for a breach of these warranties. EXCEPT FOR THE FOREGOING WARRANTY, ALL SERVICES ARE PROVIDED "AS IS" AND COPADO EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

5.2 Mutual Warranty. Each party represents and warrants that it (i) has validly entered into this Agreement and has the legal power to do so and (ii) shall comply with all applicable local, state, national, international, or foreign law or regulation in connection with its performance under this Agreement.

6. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE TOOL(S) GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 6 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7. Mutual Indemnification.

7.1. Indemnification by Copado. Copado shall defend customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Tools as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a “Claim Against Customer”), and shall indemnify Customer for any damages, attorney fees, and costs finally awarded against Customer as a result of, and for the amounts paid by Customer under a judgment, or court approved settlement of, a Claim Against Customer; provided that Customer (a) promptly gives Copado written notice of the Claim Against Customer; (b) gives Copado sole control of the defense and settlement of the Claim Against Customer (provided that Copado may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provides to Copado all reasonable assistance, at Copado’s expense. In the event of a Claim Against Customer, or if Copado reasonably believes the Tools may infringe or misappropriate a third party’s intellectual property rights, Copado may, in its sole discretion and at no cost to Customer: (i) modify the Tools so that they no longer infringe or misappropriate, which shall not be considered a breach of this Agreement, (ii) obtain a license for continued use of the Tools in accordance with this Agreement, or (iii) terminate access for such Tools upon thirty (30) days written notice and refund to Customer any prepaid fees covering the remainder of the term of such subscriptions after the effective date of such termination. Copado shall have no liability or obligation hereunder with respect to any claim based upon (a) use of any Tools in violation of the Acceptable Use Policy or Documentation; (b) modifications, alterations, combinations or enhancements of the Tools not created by or for Copado; (c) Customer’s continuing allegedly infringing activity after being notified thereof, or its continuing use of any version after being provided modifications that would have avoided the alleged infringement; or (d) any intellectual property right in which Customer or any Customer Affiliates has an interest.

7.2. Indemnification by Customer. Customer will defend Copado and its Affiliates against any claim, demand, suit, or proceeding made or brought against Copado by a third party (a) alleging that the combination of a third-party application or configuration provided by Customer and used with the Tools, infringes or misappropriates such third party’s intellectual property rights, or (b) arising from Customer’s use of the Tools in an unlawful manner or in violation of the Agreement (each a “Claim Against Copado”), and shall indemnify Copado for any damages, attorney fees and costs finally awarded against Copado as a result of, or for any amounts paid by Copado under a judgment, or court-approved settlement of, a Claim Against Copado; provided that Copado (a) promptly gives Customer written notice of the Claim Against Copado; (b) gives Customer sole control of the defense and settlement of the Claim Against Copado (provided that Customer may not settle any Claim Against Copado unless the settlement unconditionally releases Copado of all liability); and (c) provides to Customer all reasonable assistance at Customer’s expense.

This Section 7 (Mutual Indemnification) is with respect to Section 6 and states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of claim described in this Section.

8. Confidential Information. Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains (“Receiving Party”) from the disclosing party (“Disclosing Party”) constitutes the confidential information of the Disclosing Party (“Confidential Information”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. The Tools and any updates, upgrades, modifications, derivatives, specifications, technical guides, or other software, or other documentation provided by Copado (or its agents) shall be deemed Confidential Information of Copado without any marking or future designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party’s nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to the regulation, law, or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. Upon termination or expiration of this Agreement, if Copado is in possession of any Customer Materials, Copado shall delete, return, or make available to Customer all Customer Materials then in its possession. Copado will retain Customer Materials for 30 days following termination or expiration. Once 30 days have elapsed, Copado will permanently delete the Customer Materials.

9. Export. Customer acknowledges that the Tools may be subject to export restrictions by the US government and import restrictions by certain foreign governments. Customer shall not remove or export from the US or allow the export or re-export of any part of the Tools in violation of any US export law or regulation to a US-embargoed country. Customer warrants that it is not named on any US government denied-party list.

10. Survival. Sections 2 (Payment), 4 (Access and Ownership), 6 (Limitation of Liability), 7 (Indemnification), 8 (Confidential Information), 9 (Export), 10 (Survival) 11 (Third Party Websites), and 13 (Miscellaneous) shall survive the expiration or termination of this Agreement.

11. Third Party Websites. If Tools are used to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites then Customer does so solely at its own risk. Copado makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered by the Customer, with any such third-party. Copado does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Tools.

12. Assignment. Neither party shall assign this Agreement without the written consent of the other party, except that Copado may assign this Agreement to an affiliate (which is defined as a legal entity in which a party directly or indirectly holds more than 50% of the shares or voting rights or has the direct or indirect power to direct the management and policies of an entity) or in connection with a merger, reorganization, acquisition or other transfer of all or part of the party's assets or voting securities. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

13. Miscellaneous. The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. Neither party shall make any commitment by contract or otherwise, binding upon the other or represent that it has any authority to do so. Any notice, report, approval, or consent required or permitted under this Agreement will be to the address specified above. Any waiver by either party of any breach of this Agreement, whether express or implied, will not constitute a waiver of any other subsequent breach. No provision of the Agreement will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party. Both parties may reference this partnership in marketing materials. Both parties shall comply with any applicable anti-corruption, anti-bribery, anti-money laundering, and sanction laws. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency. This Agreement shall be deemed to have been made in and shall be construed in accordance with the table set forth in Exhibit 1. The jurisdictions and venue for actions related to this Agreement shall be as set forth in the table in Exhibit 1 and both parties hereby submit to the personal jurisdiction of such courts. Copado may use anonymized metrics to monitor its tools' performance during an engagement. Any waivers or amendments shall be effective only if made in writing signed by a representative of the respective parties authorized to bind the parties. No provisions of any purchase order (excluding the Order Form) or other business form employed by either party will supersede the terms and conditions of this Agreement, and any such document shall be for administrative purposes only and shall have no legal effect. Notwithstanding any language to the contrary therein, in the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) Order Form, (2) any exhibit, schedule, or addendum to this Agreement, and (3) this Agreement. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

Exhibit 1
Copado Contracting Entity, Notices, Governing Law, and Venue.

This Exhibit is incorporated into the Agreement (collectively “**Agreement**”) between Customer and Copado, Inc. or one of its Affiliates (collectively “**Copado**”) under which Customer has purchased subscriptions to the Copado Tools.

The Copado entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit depend on where Customer is domiciled. Each party agrees to the applicable governing law without regard to choice or conflicts of law rules and to the exclusive jurisdiction of the applicable courts.

Customer domicile:	Copado entity entering into this Agreement:	Notices address:	Governing law:	Courts/Venue with exclusive jurisdiction:
United States of America, Canada, Mexico, a country in Central or South America or the Caribbean	Copado, Inc., a Delaware Corporation	20 W. Kinzie Street Chicago, IL 60654 cc: legal@copado.com	California and controlling United States federal law	San Francisco, California, U.S.A.
A Country in the Middle East, Africa, or the United Kingdom	Copado Limited.	3 Acorn Business Centre, Northarbour Road, Cosham, Portsmouth, Hampshire, PO6 3TH cc: legal@copado.com	England & Wales	London, England
A Country in Europe, other than France, Germany, Spain, & United Kingdom	Copado Netherlands BV	Barbara Strozzilaan 201 1083 HN Amsterdam, Netherlands cc: legal@copado.com	England & Wales	London, England
France			France	Paris, France
Germany			Germany	Munich, Germany
Spain			Spain	Madrid, Spain
A Country in Asia or the Pacific region, including Australia or New Zealand	Copado Australia Pty. Ltd.	41/464-480 Kent St, Suite 619, Sydney, NSW 2000 Australia cc: legal@copado.com	New South Wales Australia	New South Wales Australia