CloudBolt's K8s Advanced Optimization Addendum to Agreement

This Addendum (the "**Addendum**") governs Customer's use of CloudBolt's K8s Advanced Optimization product, as defined herein. The K8s Advanced Optimization is provided by Gram Labs, Inc. d/b/a StormForge ("**StormForge**") and CloudBolt to Customer pursuant to the agreement by and between Customer and CloudBolt regarding Customer's use of CloudBolt's Subscription Services (the "**Agreement**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

By accessing or otherwise using the K8s Advanced Optimization, Customer (1) shall comply with the terms of this Addendum; (2) shall access and use the K8s Advanced Optimization hereunder solely as made available by CloudBolt through its integrated platform and during the term of its Order Form with CloudBolt; (3) shall look to CloudBolt alone for any rights and remedies relating to this Addendum or the K8s Advanced Optimization; (4) agrees that all protections applicable to CloudBolt as set forth in the Agreement (including without limitation confidentiality, use restrictions, indemnities, warranty disclaimers, limitations of liability, export restrictions and U.S. Government restricted rights) shall apply equally to StormForge, the StormForge Solution and the StormForge Data; and (5) agrees, notwithstanding anything to the contrary in the Agreement, that StormForge is an intended third-party beneficiary of this Addendum and the Agreement as it applies to the StormForge Solution.

1. **Definitions**. As used in this Addendum, the following capitalized terms shall have the following meanings:

1.1. "**Customer Configuration**" means the Customer specific configurations recommended by the StormForge Hosted Services for Customer's Kubernetes Deployment based upon the K8s Advanced Optimization's review of Customer Data.

1.2. "**Customer Data**", for purposes of the K8s Advanced Optimization only, in addition to Data as defined the underlying agreement, includes (a) any and all data, databases, information, content and materials, which are submitted by Customer or gathered in connection with the Hosted Services regarding the Customer's Kubernetes Deployment which is specific and identifiable to Customer and Customer's Managed Clients; and (b) the Customer Configurations.

1.3. "**Customer Kubernetes Deployment**" means a deployment managing a set of Kubernetes pods which are executing containerized applications for Customer's, or Customer's Managed Client's, internal business purposes only, as applicable.

1.4. "**StormForge Agent**" means the software distributed to Customer for its installation to allow for monitoring and collection of Customer Data and delivery of Customer Configurations, each through interaction with the StormForge Hosted Services. The StormForge Agent shall be considered "Software" under the Agreement, and if such term is not defined under the Agreement, "Software" shall include the StormForge Agent, together with any fixes, updates or other software code related to the foregoing that is provided to Customer pursuant to Software Maintenance and Support and that is not subject to a separate license agreement.

1.5. "**StormForge Data**" means any and all data, databases, information, content and materials, that are either (i) provided to Customer by StormForge for use in connection with the K8s Advanced Optimization, and all results from processing the same in the course of using the K8s Advanced Optimization; or (ii) derived by or through the K8s Advanced Optimization from processing Customer Data and are sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from inspection, analysis or further processing.

1.6. "**StormForge Hosted Services**" means StormForge's hosted software service (and related applications, libraries, containers, user interfaces, analytics tools, online help, and associated Documentation) that performs the analytics and recommendation functionality of the K8s Advanced Optimization. The StormForge Hosted Services shall be considered a "Subscription Service" under the Agreement.

1.7. "**StormForge Solution**" means StormForge's services offering, as accessed and used through CloudBolt's integrated platform, intended (i) to assess and gather data regarding a Customer Kubernetes Deployment, (ii) to provide that data to StormForge's artificial intelligence algorithms to allow the algorithms to generate Customer Configuration recommendations, (iii) to provide those Customer Configuration recommendations to Customer to enable Customer to control Customer Kubernetes Deployment in real time to implement such recommendations and gather data regarding the impact thereof, and (iv) to continue this process on an ongoing basis to continually tweak and improve Customer's Kubernetes Deployment as environmental circumstances change. The StormForge Solution consists of the StormForge Agent and the StormForge Hosted Services.

2. **Usage**.

2.1. *Permitted Usage*. Subject to Customer's compliance with the Agreement and this Addendum, Customer may access and use the K8s Advanced Optimization by (a) installing a reasonable number of copies of the StormForge Agent on Customer's or Customer's Managed Clients' systems in conjunction with Customer's use of CloudBolt's integrated platform; (b) accessing the StormForge Hosted Services through the Software Agent as so installed; (c) using the StormForge Hosted Services to gather Customer Data regarding the Customer Kubernetes Deployment, and to generate and apply Customer Configuration recommendations for its management; in each case, solely for Customer's and Customer's Managed Clients' internal business purposes.

2.2. *Customer Responsibility and Customer Configurations*. Customer will ensure that: (i) it maintains the Customer Kubernetes Deployment in proper format as specified by the Documentation and provides the K8s Advanced Optimization with licensed access to it; (ii) its Users are familiar with the use and operation of the K8s Advanced Optimization; and (iii) it does not introduce other software, data, or equipment having an adverse impact on the K8s Advanced Optimization. Customer shall be responsible for configuring its internal processes, as needed, to utilize the K8s Advanced Optimization in connection with Customer's and Customer's Managed Client's computing environment. Customer, not StormForge or CloudBolt, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and right to use of all Customer

Data and Customer Configurations, and neither CloudBolt nor StormForge shall be responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store any Customer Data that is caused by Customer or User, or the use or misuse of User credentials by a third party.

2.3. *Suspension*. CloudBolt may suspend the provision of the K8s Advanced Optimization to Customer, Customer's Managed Client or an applicable User in the event of an actual or reasonably suspected (a) breach of usage restrictions set forth in this Addendum and the Agreement; (b) attack on or vulnerability of the security of CloudBolt's, StormForge's or its other customers' systems, data, hardware or software; (c) extreme excess usage of the K8s Advanced Optimization that is not reasonably addressed following notice; or (d) other misuse of the K8s Advanced Optimization.

3. **Intellectual Property**.

3.1. *StormForge Materials*. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the K8s Advanced Optimization or the StormForge Data, or to the Intellectual Property Rights therein owned by CloudBolt or StormForge. StormForge's name and logo, and the product names associated with the StormForge Solution, are trademarks of StormForge or third parties, and no right or license is granted to use them. StormForge and its licensors, as applicable, shall exclusively own all right, title, and interest in and to the StormForge Solution and StormForge Data, copies, modifications, and derivative works thereof, excepting only the copyright in the Customer Configurations. CloudBolt and StormForge shall own any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any other party relating to the StormForge Solution or StormForge Data, including all related Intellectual Property Rights thereto, specifically excluding Customer Data. All rights not expressly granted to Customer herein are reserved to CloudBolt, StormForge and their licensors.

3.2. *Customer Data*. As between CloudBolt, StormForge and Customer, Customer owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Customer Data other than the Customer Configurations (which are discussed in Section 3.3 below). Notwithstanding anything to the contrary contained herein, Customer hereby grants to CloudBolt and StormForge an irrevocable, fully paid up, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Customer Data: (i) to make available the K8s Advanced Optimization to Customer and Customer's Managed Clients; (ii) to analyze the Customer Data in anonymized or aggregate form in order to operate, maintain, manage, and improve the K8s Advanced Optimization, create new products and services, and share or license such anonymized or aggregate data to Affiliates, agents, business partners, and other third parties; and (iii) for each of CloudBolt's and StormForge's internal purposes to improve the K8s Advanced Optimization and related services, and any other uses disclosed in or related to performance under this Agreement. Customer represents and warrants that Customer owns or all has necessary rights to use the Customer Data and has all necessary rights to use the K8s Advanced Optimization in conjunction with the Customer Kubernetes Deployment to generate Customer Data and to manage the Customer Kubernetes Deployment.

3.3. *Customer Configurations*. As between CloudBolt, StormForge and Customer, Customer owns the copyright in any specific Customer Configuration generated hereunder. In addition, each specific Customer Configuration shall be Customer's Confidential Information. However, for clarity, the Customer acknowledges that many Kubernetes deployments are similar, and that the StormForge Hosted System's artificial intelligence may make similar recommendations for other StormForge or CloudBolt clients. As such, Customer acknowledges and agrees that Customer's ownership of the copyright in each Customer Configuration (i) does not include ownership of any concepts or inventions embodied in the Customer Configuration which are not specific and unique to Customer-supplied Customer Data; (ii) will not require CloudBolt or StormForge to obtain Customer's consent or any form of license from Customer for StormForge to prepare similar configurations for other Customers, even if such configurations may contain the same or substantially similar copyrighted materials; and (iii) does not transfer to Customer ownership of any StormForge Data or of any portion of the Intellectual Property Rights in the K8s Advanced Optimization.

4. **Data Protection and Information Security**.

4.1. *Personal Information*. As used in this Addendum, "Personal Information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information, which is linked or linkable to a specific individual. The intended purpose of the K8s Advanced Optimization is not to accept or use Personal Information, and any access to Personal Information related thereto will likely be incidental. Customer acknowledges that the use of the K8s Advanced Optimization does not require, and that StormForge and CloudBolt do not desire to receive from Customer, the "onward transfer" of Personal Information of any third party; and Customer shall not transfer to StormForge, CloudBolt or the K8s Advanced Optimization any personal data of a third party that is governed by the European Union General Data Protection Regulation or the UK GDPR.

4.2. *Information Security*. StormForge, CloudBolt and Customer shall each maintain and enforce reasonable technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of the StormForge Data and Customer Data that are at least equal to industry standards for applications similar to the K8s Advanced Optimization. Because the success of this process depends on equipment, software, and services over which CloudBolt and StormForge have limited control, Customer agrees that neither CloudBolt or StormForge have any responsibility or liability for the deletion or failure to store any Customer Data or Customer Configurations stored or generated by the K8s Advanced Optimization. Customer shall be responsible for backing up its own Customer Data and maintaining the operation of the Customer Kubernetes Configurations.

5. **Warranty Disclaimers**.

5.1. *Warranty Disclaimers*. CLOUDBOLT AND STORMFORGE DO NOT MAKE AND EXPRESSLY DISCLAIM, AND CUSTOMER EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OR ARISING BY CUSTOM, COURSE OF DEALING, TRADE USAGE, OR ANY OTHER DOCUMENTATION OR MATERIALS NOT EXPLICITY INCORPORATED INTO THE TERMS OF THIS AGREEMENT, AND WHETHER RELATING

TO COMPATIBILITY, SECURITY, AND/OR FREEDOM FROM VIRUSES, OR ANY OTHER WARRANTY, AND SPECIFICALLY, CLOUDBOLT AND STORMFORGE MAKE NO WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THE K8S ADVANCED OPTIMIZATION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NEITHER CLOUDBOLT NOR STORMFORGE ARE RESPONSIBLE FOR ANY SUCH DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS BEYOND ITS CONTROL.

5.2. *Use of Customer Configurations*. CUSTOMER ACKNOWLEDGES AND AGREES THAT (1) THE CUSTOMER CONFIGURATION RECOMMENDATIONS GENERATED BY THE K8S ADVANCED OPTIMIZATION ARE ONLY RECOMMENDATIONS; (2) CUSTOMER AT ALL TIMES REMAINS SOLELY RESPONSIBLE FOR THE DECISIONS AS TO CUSTOMER CONFIGURATIONS (FOR CUSTOMER AND FOR CUSTOMER'S MANAGED CLIENTS) AND THE PARTICULAR REQUIREMENTS OF CUSTOMER'S AND IT'S MANAGED CLIENT'S OWN ENVIRONMENT; (3) STORMFORGE AND CLOUDBOLT MAKE NO WARRANTIES AS TO THE APPROPRIATENESS OF THE RECOMMENDATIONS FOR THE PARTICULAR REQUIREMENTS OF THE CUSTOMER KUBERNETES DEPLOYMENT; AND (4) CUSTOMER IS RESPONSIBLE FOR MAKING APPROPRIATE USE OF THE CONFIGURATION SETTINGS MADE AVAILABLE BY CLOUDBOLT AND STORMFORGE TO SET LIMITS ON THE CUSTOMER CONFIGURATION RECOMMENDATIONS AS APPROPRIATE FOR CUSTOMER'S AND CUSTOMER'S MANAGED CLIENT'S OWN NEEDS.

6. **StormForge Agent**. To the extent that the Agreement does not contain equivalent provisions governing the use of "Software," the following terms shall apply to Customer's and Customer's Managed Client's use of the StormForge Agent. Customer acknowledges that the StormForge Agent and the structure, sequence, organization, user interface and source code of the StormForge Agent constitute valuable trade secrets of StormForge. Accordingly, except as expressly authorized by StormForge in writing, Customer will not and will not permit any third party to: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part the StormForge Agent or its Documentation to any third party; (b) except as otherwise permitted under applicable law, decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the StormForge Agent, in whole or in part; (c) copy the StormForge Agent, except for installations of the StormForge Agent permitted hereunder and one copy for archival purposes; (d) circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the StormForge Agent as described herein; (e) translate, modify or create derivative works based upon the StormForge Agent; (f) permit any use of or access to the StormForge Agent by any third party except for Customer's contractors and service providers solely for purposes of providing services to Customer in connection with its use of the K8s Advanced Optimization hereunder; (g) remove any product identification, proprietary, copyright or other notices contained in the StormForge Agent; (h) operate the StormForge Agent on behalf of or for the benefit of any third party other than Managed Clients; including the operation of any service that is accessed by a third party; or (i) benchmark the operation of the StormForge Agent without StormForge's prior written consent. Customer acknowledges and agrees that Customer may not use the StormForge Agent in conjunction with, or with the assistance of, any codes, keys, mechanisms, or hardware or software components that are meant to circumvent the protection and that are supplied to Customer by someone other than StormForge, CloudBolt, or one of its authorized distributors. The StormForge Agent may include or be distributed together with certain components licensed by third parties that are subject to "free software," "open source," or similar license terms. Those components are subject to the applicable terms of the corresponding open source licenses, which shall prevail in the event of any conflict with the provisions of this Section 6, but solely to the limited extent of such conflict. For the avoidance of doubt, any terms of the Agreement applicable to confidentiality, use restrictions, indemnities, warranty disclaimers, limitations of liability, export restrictions and U.S. Government restricted rights regarding the Subscription Service shall also apply to the StormForge Agent.

CloudBolt and Customer have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date.

CloudBolt Software, Inc.   _____ (Customer)

Name: Name:

Signature: Signature:

Title: Title:

Date: Date: