

HAZELCAST, INC.
ENTERPRISE LICENSE AND SUPPORT SERVICES SUBSCRIPTION AGREEMENT

This ENTERPRISE LICENSE AND SUPPORT SERVICES SUBSCRIPTION AGREEMENT (“**Agreement**”) is entered into on the date of the last signature on the last page of this Agreement (the “**Effective Date**”), by and between Hazelcast, Inc., a Delaware corporation, with offices located 2 West 5th Ave., Suite 300, San Mateo, CA 94402, USA (“**Hazelcast**”), and _____, with offices at _____ (“**Customer**”). This Agreement applies to the provision of the Hazelcast proprietary software edition (“**Software**”) and support services for the Software (“**Support Services**”) to Customer as described on an applicable ordering document (“**Order Form**”) pursuant to which Customer has purchased a subscription (“**Subscription**”) for a license to the Software and the right to receive Support Services, as set forth on the Order Form entered into between Customer and Hazelcast or between Customer and a third party authorized to resell the Software and Support Services (“**Authorized Reseller**”).

1. LICENSE GRANTS AND DELIVERY.

1.1 License Grants. Subject to the terms and conditions of this Agreement and complete payment of any and all applicable fees, Hazelcast agrees to grant, and does hereby grant to Customer during the Subscription Term (as defined in Section 8.1 below) and for the restricted scope of this Agreement, solely for Customer’s internal business operations, a limited, non-exclusive, non-transferable right and license (without the right to grant or authorize sublicenses) to: (i) install and use the object code version of the Software, subject to any limitations set forth in the applicable Order Form; (ii) use, and distribute internally a reasonable number of copies of the end user documentation, if any, provided with the Software (“**Documentation**”), provided that Customer must include on such copies all Hazelcast trademarks, trade names, logos and notices present on the Documentation as originally provided to Customer by Hazelcast; (iii) permit third party contractors performing services on Customer’s behalf, to use the Software and Documentation as set forth in (i) and (ii) above, provided that such use must be solely for Customer’s benefit, and Customer shall be responsible for all acts and omissions of such contractors in connection with their use of the Software. The Software is licensed and supported on a Node basis. “Node” means a Java Virtual Machine (“**JVM**”) on which one or more instances of Order Form specified Hazelcast software is in operation. JVMs used for production, hot-standby, or warm-standby purposes require a Subscription to a Node of the specified software. JVMs used for cold standby (power is off) do not require a Subscription. An unlimited number of JVMs running specified Hazelcast software may be used for quality assurance, test, and development purposes (“**Non-Production Purposes**”) if such Non-Production Purposes are limited to supporting the Nodes for which subscriptions were purchased under the applicable Order Form.

1.2 Reservation of Rights; Restrictions. As between Hazelcast and Customer, Hazelcast owns all right title and interest in and to the Software and any derivative works thereof, and except as expressly set forth in Section 1.1 above, no other license to the Software is granted to Customer by implication, estoppel or otherwise. Customer agrees not to: (i) prepare derivative works from, modify, copy or use the Software in any manner except as expressly permitted in this Agreement or applicable law; (ii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce any Software or any portion thereof to human-readable form, except and only to the extent any such restriction is prohibited by applicable law, (iii) transfer, sell, rent, lease, distribute, sublicense, loan or otherwise transfer the Software in whole or in part to any third party; (iv) alter or remove any proprietary notices in the Software; or (v) make available to any third party any analysis of the results of

operation of the Software, including benchmarking results, without the prior written consent of Hazelcast.

1.3 Delivery; License Key and Acceptance. Hazelcast delivers all Software electronically. For Hazelcast’s accounting purposes, specific Software shall be deemed “delivered,” and the Subscription Term of such Software shall commence, on the date that Hazelcast provides Customer with a license key enabling use of the Software. Upon written request, Customer shall provide Hazelcast a “Delivery Acknowledgement Letter” in a format reasonably requested by Hazelcast acknowledging delivery of the Software. The Software will be deemed to have been accepted by Customer upon delivery.

1.4 Government Rights. The Software is “Commercial Computer Software,” as that term is defined in 48 C.F.R. 2.101, and as the term is used in 48 C.F.R. Part 12, and is a Commercial Item comprised of “commercial computer software” and “commercial computer software documentation”. If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement, as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulation (“**FAR**”) and its successors. If acquired by or on behalf of any agency within the Department of Defense (“**DOD**”), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3 and 48 C.F.R. 227.7202-4 of the DOD FAR Supplement (“**DFARS**”) and its successors, and consistent with 48 C.F.R. 227.7202. This U.S. Government Rights clause, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software, computer software documentation or technical data related to the Software under this Agreement and in any Subcontract under which this commercial computer software and commercial computer software documentation is acquired or licensed.

1.5 Export Control. Customer acknowledges that the goods, software and technology acquired from Hazelcast are subject to U.S. export control laws and regulations, including but not limited to the International Traffic In Arms Regulations (“**ITAR**”) (22 C.F.R. Parts 120-130 (2010)); the Export Administration Regulations (“**EAR**”) (15 C.F.R. Parts 730-774 (2010)); the U.S. antiboycott regulations in the EAR and U.S. Department of the Treasury regulations; the economic sanctions regulations and guidelines of the U.S. Department of the Treasury, Office of Foreign Assets Control, and the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26,

2001), as amended. Customer confirms that it is now and will remain in the future compliant with all such export control laws and regulations, and will not export, re-export, otherwise transfer any Hazelcast goods, software or technology or disclose any Hazelcast software or technology to any person contrary to such laws or regulations. Customer acknowledges that remote access to the Software may in certain circumstances be considered a re-export of Software, and accordingly, may not be granted in contravention of U.S. export control laws and regulations.

2. SUPPORT SERVICES.

2.1 Provision. During the Subscription Term, Hazelcast will provide Customer with Support Services for the Software in accordance with Hazelcast's support services policy set forth at http://www2.hazelcast.com/Hazelcast_SSP_SLA ("**Support Services Policy**").

2.2 Support Services Policy. The effective date of each version of the Support Services Policy will be stated therein, and Hazelcast will retain an archived copy of each version that will be made available to Customer upon request. The Support Services Policy is hereby incorporated into these terms and conditions by this reference. At the request of Customer, a current copy of the Support Service Policy may be attached hereto as Exhibit A.

2.3 Restriction. Support Services are provided to Customer solely for Customer's internal use, and Customer may not use the Support Services to supply any consulting, support or training services to any third party. Customer agrees and acknowledges that Customer is not obtaining any intellectual property right in or to the Support Services or any Hazelcast materials other than the rights of use specifically granted in this Agreement.

2.4 Related Services. Hazelcast also provides services for training in the use and operation of the Software and/or configuration services for the Software that are in addition to the Support Services (the "Related Services"). The performance of Related Services shall not contemplate any development work or creation of software or other works of authorship (collectively "Work Product"), nor any form of software license nor Work Product deliverable to be provided by Hazelcast to the Customer. To the extent Hazelcast is required by the Customer to perform Related Services, such Related Services and respective fees shall be described in the applicable Order Form. Hazelcast may submit invoices for any Related Services upon execution of the applicable Order Form by both parties and after performance of Related Services by Hazelcast.

3. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

3.1 Obligation. Hazelcast will, at its expense (i) defend, or at its option settle, a claim brought against Customer by an unaffiliated third party alleging that Customer's use of the Software during the Subscription Term infringes such party's patent registered in the United States, or any copyright or trademark of such party registered in the jurisdiction of Customer's use of the Software, or makes intentional, unlawful use of such third party's trade secret (each an "**Infringement Claim**") and (ii) pay, hold harmless and indemnify Customer against any (1) amount agreed to be paid as settlement of such Infringement Claim consented to by Hazelcast or (2) damages finally awarded to such third party by a court of competent jurisdiction as the result of such Infringement Claim.

3.2 Certain Remedies. If an Infringement Claim occurs, or in Hazelcast's opinion is reasonably likely to occur, Hazelcast, at its expense and at its sole discretion, may, in addition to its obligations under Section 3.1, either: (i) procure the right to allow Customer to continue to use the applicable Software; or (ii) modify or replace the applicable Software or infringing portions thereof to become non-infringing; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's Subscription to the applicable Software and refund to Customer any pre-paid, unused fees paid by Customer to Hazelcast for such Subscription.

3.3 Exclusions. Hazelcast will have no obligation to Customer under this Section 3 to the extent any Infringement Claim or resulting award is based upon or results from: (i) Customer's use of any version of the Software not obtained directly from Hazelcast; (ii) the failure of Customer to use an update of the Software made available by Hazelcast that would have avoided the Infringement Claim; (iii) a modification of the Software that is not performed by Hazelcast; (iv) the combination, operation, or use of the Software with any other products, services or equipment not provided by Hazelcast; (v) specifications Customer provides to Hazelcast for any services; (vi) damages attributable to the value of the use of a non-Hazelcast product or service or (vii) any third party software. Customer will reimburse Hazelcast for any expenses, costs and/or damages that result from any of the actions or situations described in 3.3(i) – (vi) above.

3.4 Conditions. The obligations of Hazelcast in Section 3 are conditioned upon Customer (i) notifying Hazelcast promptly of any threatened or pending Infringement Claim, provided that failure to provide such notice will only relieve Hazelcast of its obligations under this Section 3 to the extent its ability to defend or settle an applicable Infringement Claim is prejudiced by such failure to provide notice (ii) tendering to Hazelcast sole control over the defense and settlement of the Infringement Claim and (iii) giving Hazelcast, at Hazelcast's expense, reasonable assistance and information requested by Hazelcast in connection with the defense or settlement of the Infringement Claim. Customer's counsel will have the right to participate in the defense of the Infringement Claim, at Customer's own expense. Customer will not, without the prior written consent of Hazelcast, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Infringement Claim.

3.5 Exclusive Remedy. THE FOREGOING PROVISIONS OF THIS SECTION 3 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF HAZELCAST, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SOFTWARE AND/OR THE SERVICES.

4. PAYMENT AND TAXES.

4.1 Payment. Customer agrees to pay Hazelcast, or, if applicable, the Authorized Reseller, the fees for the Subscription stated on the applicable Order Form. Unless otherwise specified on an Order Form, all invoices will be paid in U.S dollars and are due within thirty (30) days of receipt. Payments will be made without right of set-off or chargeback. If Customer does not pay the invoices when due, Hazelcast may charge interest at the rate

of one percent (1%) per month on the unpaid balance, or the highest rate permitted under applicable law, whichever is less.

4.2 Taxes. In addition, Customer will pay Hazelcast, or, if applicable, the Authorized Reseller, all sales, use, and excise taxes that are levied upon the delivery or use of the Software and/or Support Services; unless Customer provides Hazelcast, or, if applicable the Authorized Reseller, a valid state sales/use/excise tax exemption certificate or Direct Pay Permit. Customer will pay all import, export, value added or other tax or duty, and all government permit, withholding or license fees, and custom or similar fees, that are levied upon the delivery or use of the Software and/or Support Services.

4.3 Books and Records; Audit Rights. Customer shall keep accurate records regarding its compliance with Sections 1.1, 1.2 and 2.3 of this Agreement. Upon five (5) business days prior notice, Hazelcast or its designee may audit Customer's records to verify Customer's compliance with those Sections of this Agreement; provided, however that Customer may require such accounting firm to execute a confidentiality agreement reasonably satisfactory to Customer. Any such audit shall be performed at Customer's facilities during normal business hours and no more than one (1) time in any twelve (12) month period. In the event any such audit reveals that Customer has used the Software in excess of the applicable quantitative limitations set forth in an applicable Order Form, Customer shall promptly pay to Hazelcast any additional fees, plus an additional penalty of ten percent (10%) of such additional fees, and the actual and reasonable cost of the applicable audit. This Section 4.3 shall survive for a period of two (2) years from the termination or expiration of this Agreement

5. CONFIDENTIAL INFORMATION.

5.1 Confidential Information. Both parties acknowledge that, in the course of performing this Agreement, they may obtain information relating to products (such as goods, services, and software) of the other party, or relating to the parties themselves, which is of a confidential and proprietary nature ("**Confidential Information**"). Confidential Information includes materials and all communications concerning Hazelcast's or Customer's business and marketing strategies including but not limited to employee and customer lists, customer profiles, project plans, design documents, product strategies and pricing data, research, advertising plans, leads and sources of supply, development activities, design and coding, interfaces with the Software, anything provided by Hazelcast in connection with its support obligations under this Agreement, including, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical plans and other information of the parties which by its nature can be reasonably expected to be proprietary and confidential, whether it is presented in oral, printed, written, graphic or photographic or other tangible form (including information received, stored or transmitted electronically) even though specific designation as Confidential Information has not been made. Confidential Information also includes any notes, summaries, analyses and the foregoing that are prepared by the receiving party.

5.2 Non-use and Non-disclosure. The parties shall at all times, both during the Subscription Term and thereafter keep in trust and confidence all Confidential Information of the other party and shall not use such Confidential Information other than as necessary to carry out its duties under this Agreement, nor

shall either party disclose any such Confidential Information to third parties without the other party's prior written consent.

5.3 Non-Applicability. The obligations of confidentiality shall not apply to information which (i) has entered the public domain except where such entry is the result of a party's breach of this Agreement; (ii) prior to disclosure hereunder was already in the receiving party's possession without restriction; (iii) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information; or (iv) was developed by the receiving party without use of the Confidential Information.

5.4 Disclosure Required by Law. Section 5.2 above notwithstanding, each party may comply with an order from a court or other governmental body of competent jurisdiction and disclose the other party's Confidential Information in compliance with that order only if such party: (i) unless prohibited by law, gives the other party prior notice to such disclosure if the time between that order and such disclosure reasonably permits or, if time does not permit, gives the other party notice of such disclosure promptly after complying with that order and (ii) fully cooperates with the other party, at the other party's cost and expense, in seeking a protective order, confidential treatment, or taking other measures to oppose or limit such disclosure. Each party must not release any more of the other party's Confidential Information than is reasonably necessary to comply with an applicable order.

6. WARRANTY AND DISCLAIMER.

6.1 Warranty.

(a) Hazelcast warrants, to Customer only, that during the Subscription Term the Software will perform in all material respects in accordance with the Documentation. In the event of a breach of the foregoing warranty, Hazelcast's sole obligation, and Customer's exclusive remedy shall be for Hazelcast to (i) correct any failures of the Software to perform in all material respects in accordance with the Documentation or (ii) if Hazelcast is unable to provide such a correction within thirty (30) days of receipt of notice of the applicable non-conformity, promptly refund to Customer any pre-paid, unused fees paid by Customer to Hazelcast for the applicable Subscription. The warranty set forth in this Section 6.1(a) does not apply if the applicable Software or any portion thereof: (1) has been altered, except by or on behalf Hazelcast; (2) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and/or the Documentation; (3) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (4) is used on equipment, products, or systems not meeting specifications identified by Hazelcast in the Documentation. Additionally, the warranties set forth herein only apply when notice of a warranty claim is provided to Hazelcast within the applicable warranty period specified herein and do not apply to any bug, defect or error caused by or attributable to software or hardware not supplied by Hazelcast.

(b) Hazelcast warrants that during the Subscription Term it will perform the Support Services in a professional, workmanlike manner, consistent with generally accepted industry practice, and in substantial accordance with the Support Services Policy. In the event of a breach of the foregoing warranty, Hazelcast's sole obligation, and Customer's exclusive remedy, shall be for Hazelcast to re-perform the applicable Support Services.

6.2 Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTION 6.1, THE SOFTWARE AND THE SUPPORT SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND HAZELCAST MAKES NO OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE AND/OR SUPPORT SERVICES OR ANY OTHER MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, HAZELCAST SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE SUPPORT SERVICES.

7. LIMITATION OF LIABILITY.

7.1 Excluded Damages. IN NO EVENT SHALL CUSTOMER OR HAZELCAST BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 Damages Cap. EXCEPT WITH RESPECT TO ITS OBLIGATIONS UNDER SECTION 3.1(i) OR A BREACH OF ITS OBLIGATIONS UNDER SECTION 5, IN NO EVENT SHALL HAZELCAST’S TOTAL, CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO HAZELCAST OR AN AUTHORIZED RESELLER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

7.3 Basis of the Bargain. THE ALLOCATIONS OF LIABILITY IN THIS SECTION 7 REPRESENT THE AGREED AND BARGAINED FOR UNDERSTANDING OF THE PARTIES, AND THE COMPENSATION OF HAZELCAST FOR THE SERVICES PROVIDED HEREUNDER REFLECTS SUCH ALLOCATIONS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

8. TERM AND TERMINATION.

8.1 Term of the Agreement and Subscription Term. The term of this Agreement shall commence on the execution date hereof and shall expire ___ (__) years thereafter unless sooner terminated in accordance herewith. Thereafter, the term of this Agreement may be renewed for additional one (1) year periods if either party gives written notice to the other of its intention to renew this Agreement at least sixty (60) days prior to the expiration of the then-current term. The initial term of Customer’s Subscription shall be as set forth in the applicable Order Form. Thereafter, the term of Customer’s Subscription may be renewed for additional one (1) year periods if either party gives written notice to the other of its intention to renew the Subscription at least thirty (30) days prior to the

expiration of the then-current term. The initial term of a Subscription, plus any subsequent renewal term a Customer’s Subscription, shall be the “**Subscription Term**”.

8.2 Termination. Each party may terminate this Agreement upon giving notice in writing to the other party if the non-terminating party commits a breach of this Agreement and has failed to cure such breach within thirty (30) days following a request in writing from the notifying party to do so.

8.3 Survival. Upon the expiration or termination of this Agreement, (i) Customer shall immediately cease use of the Software and have no further rights to receive the Support Services; and (ii) Sections 3, 4, 5, 6, 7, 8.3 and 9 of this Agreement will survive.

9. GENERAL.

9.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except that either party may assign this Agreement in its entirety to a successor in interest in connection with a merger, acquisition or sale of all or substantially all of a party’s assets. Any assignment in violation of this Section 9.1 shall be void, *ab initio*, and of no effect. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of, and is enforceable by, the parties and their respective permitted successors and assigns.

9.2 Customer Identification. Customer consents to Hazelcast’s identification of Customer as a user of the Software and the Support Services, on its website, through a press release issued by Hazelcast and in other promotional materials.

9.3 Fees. In any judicial proceeding between Customer and Hazelcast arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all reasonable expenses incurred as a result of the proceeding, including reasonable attorneys’ fees.

9.4 Force Majeure. Except with respect to payment obligations, neither party will be liable for, or be considered to be in breach of, or in default under, this Agreement, as a result of any cause or condition beyond such party’s reasonable control.

9.5 Governing Law, Jurisdiction and Venue.

(a) Customers in California. If Customer is located in California (as determined by the Customer address on the applicable Order Form), this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws principles, and all suits hereunder will be brought solely in Federal Court for the Northern District of California, or if that court lacks subject matter jurisdiction, in any California State Court located in Santa Clara County.

(b) Customers Outside of California. If Customer is located anywhere other than California (as determined by the Customer address on the applicable Order Form), this Agreement will be governed by the laws of the State of Delaware, without regard to its conflict of laws principles, and all suits hereunder will be brought solely in Federal Court for the District of Delaware, or if that court lacks subject matter jurisdiction, in any Delaware State Court located in Wilmington, Delaware.

(c) All Customers. This Agreement shall not be governed by the 1980 UN Convention on Contracts for the

International Sale of Goods. The parties hereby irrevocably waive any and all claims and defenses either might otherwise have in any action or proceeding in any of the applicable courts set forth in (a) or (b) above, based upon any alleged lack of personal jurisdiction, improper venue, *forum non conveniens*, or any similar claim or defense.

(d) Equitable Relief. A breach or threatened breach, by either party of Section 5 may cause irreparable harm for which the non-breaching party shall be entitled to seek injunctive relief without being required to post a bond.

9.6 Language. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding to the parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

9.7 Notices. Any notice or other communication under this Agreement given by either party to the other will be deemed to be properly given if given in writing and delivered in person or facsimile, if acknowledged received by return facsimile or followed within one day by a delivered or mailed copy of such notice, or if mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified in the preamble of this Agreement. Either party may from time to time change its address for notices by giving the other party notice of the change in accordance with this Section 9.7.

9.8 Non-solicitation. During the Agreement and for a period of six (6) months following its expiry or earlier, lawful termination, Customer shall not solicit nor approach in any way any of Hazelcast's employees or contract staff ("**Restricted**

Persons") with a view to: (i) offering such Restricted Persons, employment; or (ii) soliciting services from them on their own account; or (iii) encouraging them to provide their services to a third party rather than Hazelcast; or (iv) offering to them the opportunity to perform services colorably similar to the Support Services.

9.9 Non-waiver. Any failure of either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver or relinquishment of such party's right to assert or rely upon such provision, right or remedy in that or any other instance.

9.10 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to give effect to the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable.

9.11 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Customer to place orders or otherwise effect transactions hereunder, which such terms are hereby rejected. This Agreement supersedes all prior or contemporaneous discussions, proposals and agreements between the parties relating to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

FOR AND ON BEHALF OF HAZELCAST, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

FOR AND ON BEHALF OF CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____