

**HAZELCAST, INC.**  
**ENTERPRISE LICENSE AND SUPPORT SERVICES SUBSCRIPTION AGREEMENT**  
**(FEDERAL END USER)**

This **ENTERPRISE LICENSE AND SUPPORT SERVICES SUBSCRIPTION AGREEMENT** (“**Agreement**”) is entered into on the date of the Software is delivered (as described in Section 1.3 (Delivery License Key, and Acceptance) (the “Effective Date”), by and between Hazelcast, Inc., a Delaware corporation, with offices located at 300 El Camino Real, Building 4, Suite 200, Palo Alto, CA 94306, USA (“**Hazelcast**”), and the Ordering Activity (Federal agency end user customer listed on the order to the prime contractor) (“**Customer**”). This Agreement is incorporated into the prime contract under which the Order Form is executed between Customer and the prime contractor. 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, non-production, hot-standby, or warm-standby purposes require Customer to have a Subscription to each Node used. A reasonable number of JVMs used for cold standby (power is off) do not require additional Node Subscriptions.

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 minor modifications 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. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Note, however, that Subpart 227.72 does not apply to computer software or computer software documentation acquired under GSA schedule contracts. 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 in Addendum 2.

2.2 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.

2.3 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" or "Expert 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. The terms and conditions for any Related Services are included as Addendum 1 – Expert Services – Federal Terms and Conditions. If training courses are offered, such courses will be subject to a separate addendum governing such courses and are not contemplated within the scope of the Related/Expert Services.

## **3. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS**

3.1 Obligation. Hazelcast will, at its expense (i) defend (subject to 28 USC §516), 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 or an authorized Hazelcast prime contractor; (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.

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. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or

action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. 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. Payment terms are between the Ordering Activity and the prime contractor.

4.2 Taxes. Tax terms are between the Ordering Activity and the prime contractor.

4.3 Books and Records; Audit Rights. Customer shall keep accurate records regarding its compliance with Sections 1.1 (License Grants), 1.2 (Reservation of Rights; Restrictions) and 2.3 (Restriction) 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, Hazelcast or the prime contractor can request payment of the additional fees for the excess usage. 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 of competent jurisdiction or other governmental subpoena and disclose the other party's Confidential Information in compliance with that order or subpoena only if such party: (i) unless prohibited by law, gives the other party prior notice to such disclosure if the time between that order/subpoena 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/subpoena 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/subpoena.

## **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 the prime contractor 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. 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. Term of the Agreement and Subscription Term. The term of this Agreement shall commence on the execution date hereof and continue for one year thereafter (the "Initial Term"). Upon execution of an Order Form extending a Subscription Term past the Initial Term, the term of the Agreement shall be renewed for the period covered by such Order Form. The Initial Term with any extensions of the Agreement's term under an Order Form as described in this Section shall constitute the "Term". The initial term of a Subscription, plus any subsequent renewal term of a Subscription are a "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. The foregoing right of termination is subject to the parties' compliance with the Contract Disputes Act.

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 (Intellectual Property Infringement Claims), 4 (Payment and Taxes), 5 (Confidential Information), 6 (Warranty and Disclaimer), 7 (Limitation of Liability), 8.3 (Survival) and 9 (General) 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. Any assignment by Hazelcast will be subject to FAR 42.12.

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. If the Order Form is issued under a GSA prime contract, Hazelcast acknowledges that the ability to use this Agreement in advertising is limited by GSAR 552.203-71.

9.3 Fees. RESERVED.

9.4 Force Majeure. 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) This Agreement will be governed by the laws of the United States.

(b) [RESERVED]

(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 as follows: (a) for the Customer in the Order Form, and (b) for Hazelcast as 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 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. The prime contract together with this Agreement constitutes the entire agreement between the prime contractor and Customer. This Agreement constitutes the entire agreement between the Customer and Hazelcast 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 with the prime contractor, which such terms are between the prime contractor and the Customer but not between Hazelcast and the Customer. This Agreement supersedes all prior or contemporaneous discussions, proposals and agreements between the Hazelcast and the Customer 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.

## ADDENDUM 1 - EXPERT SERVICES – FEDERAL TERMS AND CONDITIONS

**Customer:** Ordering Activity identified on the order to the prime contractor

**Order No.:** As specified on the order to the prime contractor

### **Hazelcast Expert Services**

*An "Effort Day" means eight (8) effort hours of Expert Services during regular business hours.*

*Exclusive of applicable travel & expenses to be paid by Customer (see below)*

*Expert Services means any one or more of the following typical tasks, to be mutually agreed upon with Customer subject to the time allotted under the order to the prime contractor for Hazelcast IMDG or Hazelcast Jet;*

- *Best Practices advice and mentoring towards the architecture for application of Hazelcast products*
- *Provide best practices advice and mentoring towards the design of a schemas, data models and integration methods to configure the Hazelcast platform components licensed for the intended use patterns at Customer*
- *Where customer has licensed Hazelcast IMDG, mentoring and Q&A assistance for Customer personnel towards the goal of designing Data Fabric Hydration/Load routines to run-in the initial dataset to hydrate the IMDG*
- *Where customer has a license to Hazelcast IMDG, mentoring and Q&A assistance for Customer personnel towards the goals of designing for data grid resiliency, High Availability and Disaster Recovery, Performance and Scalability*
- *Mentoring and Q&A Assistance for Customer personnel towards the goals of trouble-shooting deployment scenarios, unit, integration and other testing procedures as well as management and monitoring capabilities of Hazelcast IMDG and/or Jet as licensed by Customer*
- *Where Customer has licensed Hazelcast Jet or Jet Enterprise, provide best practices advice and mentoring towards the design of basics of data flow programming, DAGs, distributed/parallel execution, API differences, etc. to configure the Hazelcast platform components for the intended use patterns at Customer*

### **Delivery of Expert Services:**

*Onsite: Hazelcast shall perform the Expert Services in minimum one (1) Effort Day increments and maximum five (5) Effort Day increments. After an increment of Expert Services has been delivered, a minimum of 10 business days where no Expert Services are delivered must pass before additional Expert Services can be delivered.*

*Remotely: Hazelcast shall perform the Expert Services on minimum four (4) hour increments*

*Scheduling: As mutually agreed between Hazelcast and Customer*

**Payment Terms: As set forth in the prime contract.**

*For Expert Services, assigned Hazelcast personnel will (i) work under Customer direction to review, comment, analyze and recommend design and configuration/deployment patterns; and (ii) guide Customer towards the goal of implementing and trouble-shooting those recommendations. For clarity, the nature of Expert Services is not full design or development.*

*Customer to pay travel and expenses, to be invoiced separately by the prime contractor. When a local resource is available and with suitable skills for delivering these Services appropriate to Customer's needs, no travel expenses shall be incurred or billed to Customer. In the event that a non-local resource is*

*proposed by Hazelcast, travel expenses will be mutually agreed upon in advance by the prime contractor and Customer.*

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### **Terms and Conditions**

**Work Product.** The parties further agree that this Services Agreement is solely for the performance of the Expert Services by Hazelcast or by a Hazelcast sub-contractor, and that no development work or creation of software or other works of authorship (collectively "Work Product") will be performed or created under this Services Agreement. Furthermore, this Services Agreement does not contemplate any form of software license nor Work Product deliverable to be created by Hazelcast for the Customer or provided by Hazelcast to Customer (including derivative work, modification or transformation of the Software).

**Subcontractors.** To the extent the Expert Services are performed by a Hazelcast sub-contractor, Hazelcast or the prime contractor shall be the Customer's sole point of contact regarding the Expert Services, invoicing and payment. Hazelcast shall remain responsible for the Expert Services performed by its subcontractors and all work performed by Hazelcast's subcontractors shall be deemed work performed by Hazelcast's employees.

**Confidentiality.** Both parties acknowledge that, in the course of performing the Expert Services above, 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, 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. The parties shall not use such Confidential Information other than as necessary to carry out its duties under this Services Agreement, nor shall either party disclose any such Confidential Information to third parties without the other party's prior written consent. Hazelcast shall not disclose Customer's Confidential Information to a subcontractor except to the extent necessary for the subcontractor to perform the Expert Services. 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 Services 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. Notwithstanding anything to the contrary herein, each party may comply with an order from a court or other governmental subpoena 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.

IN NO EVENT SHALL 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 THE EXPERT SERVICES, 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. IN NO EVENT SHALL HAZELCAST'S TOTAL CUMULATIVE LIABILITY UNDER THIS SERVICES AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO HAZELCAST FOR THE EXPERT SERVICES.

## ADDENDUM 2 - SUPPORT SERVICES POLICY FOR ON-PREMISES SOFTWARE

As referenced either in the proprietary license agreement under which you obtain and are granted the right to use Hazelcast's commercial software and/or the agreement under which you obtain a subscription ("Subscription") to Hazelcast's support services (in each case, the "Agreement"), this Support Services Policy sets forth Hazelcast's support terms and conditions, as well as provides a description of Hazelcast's support levels. Capitalized terms not defined herein have the definition set forth in the applicable Agreement.

### 1. SCOPE OF SUPPORT SERVICES

The scope of the Support Services provided to Customer includes: general assistance and support regarding the installation of the Software, basic technical configuration of the Software, developer assistance on how to use the Software, and Error correction. Development Support Services are not available for production systems.

Hazelcast will provide Support Services to Customer in accordance with this Support Services Policy.. Hazelcast reserves the right to reasonably modify this Support Services Policy, but not to materially diminish the level of Support Services during the applicable Subscription Term.

### 2. SUPPORT SERVICES SUBSCRIPTION LEVELS

- A. Hazelcast will use commercially reasonable efforts to meet the targeted response times for the Error Severity Level. Response times are measured from the receipt by Hazelcast of a support inquiry, and subject to hours of coverage applicable to the respective Subscription Level. Customer acknowledges that the time required for resolution of issues may vary depending on the specific circumstances of each Incident/problem, the extent and accuracy of information available about the Incident/problem, and the level of Customer's cooperation and responsiveness in providing materials, information, access and support reasonably required by Hazelcast to achieve problem resolution.
- B. All support request submissions must designate an issue Severity Level. All Support Service requests must be submitted by Customer via (i) ticketing system to <https://support.hazelcast.com> or (ii) e-mail to <mailto:support@hazelcast.com>, prior to Hazelcast assigning support personnel. All inbound production e-mail Support Service requests are initially assigned a status of Severity Level 4. Once Customer files the appropriate Support Service request, Hazelcast personnel will determine the method of contact, subject to the applicable Subscription Level, for responses. Hazelcast will assign an Incident Severity Level after receipt and initial review of the Support Service request.
- C. Hazelcast performs scaling tests for each version of the software. Based on this testing, Hazelcast specifies some scaling maximums for each version of the software starting with 3.6. Higher limits may be supported for customer-specific use cases; however, Hazelcast must perform use case specific testing before the company will approve and support higher limits.

#### Hazelcast 3.6 – Current Release

##### *Maximum Connected Clients Per Member*

- o Maximum 100 multi-socket clients per Member, unless Hazelcast advises Customer otherwise
- o Maximum 1,000 uni-socket clients per Member, unless Hazelcast advises Customer otherwise

##### *Maximum HD Memory per Member*

- o Maximum of 100GB HD Memory per Member, unless Hazelcast advises Customer otherwise.
- In the documentation, multi-socket clients are referred to as "smart clients". Each client maintains a connection to each Member. Uni-socket clients have a single connection to the entire cluster.

##### *Network Requirements*

- All Hazelcast Members forming a cluster must be on a minimum 1Gbps Local Area Network

- (“LAN”).
- A single cluster cannot span a Wide Area Network (“WAN”). WAN replication between clusters should be used in this case.
- A single cluster may span multiple Cloud Availability Zones within one Region.
- A single cluster may span multiple data centers in a Metropolitan Area Network (“MAN”) where mean ping latencies < 1ms and network availability is LAN quality.

*Minimum and Maximum Supported Cluster Sizes*

- Minimum of 3 Members
  - Maximum of 300 Members
- D. Hazelcast does not charge separate Support Services fees for a production use-case development project if the Customer purchases production-grade Subscription Support Services (Professional or Enterprise) for that use case.
- E. Hazelcast offers two different levels of Subscriptions to Support Services (each, a “**Subscription Level**”) described below. Each Subscription Level is subject to the specific terms and conditions listed regarding hours of operation, response times, methods of support and other listed limitations.

		Professional Level	Enterprise Level
Products Covered:		Hazelcast (Apache 2.0) Management Center	Hazelcast Enterprise Hazelcast Enterprise HD Management Center
Maximum number of Support Contacts:		5	30
Maintenance patches:		Yes	Yes
Hot Fix patches:		Yes	Yes
Annual Incidents:		Unlimited	Unlimited
Quarterly Review of Feature Requests		Yes	Yes
Quarterly Review of the Hazelcast Roadmap		Yes	Yes
Upon Customer’s request and Hazelcast’s consent (which consent will not be unreasonably withheld) simulation of your production Hazelcast profile for upgrade/configuration change verification (maximum of two simulations per annual Subscription)		Yes	Yes
Upon Customer’s request, Black Duck Clean IP Report (to be made available within a reasonable time for every new release starting with version 3.6.5)		Yes	Yes
Severity	Notes	Target Response	Target Response
Level 1	Commercially reasonable efforts to provide a permanent solution or temporary workaround.	4 Calendar Hours	1 Calendar Hour
Level 2		1 Business Day	4 Calendar Hours
Level 3		1 Business Day	1 Business Day

- F. Severity Level 1 and 2 issues must be submitted via Hazelcast’s web-based support portal ([hazelcast.zendesk.com](https://hazelcast.zendesk.com)). Severity Level 3 issues may be submitted via Hazelcast’s web-based support portal ([hazelcast.zendesk.com](https://hazelcast.zendesk.com)) or via email ([support@hazelcast.com](mailto:support@hazelcast.com)).

- G. For support requests to remain classified as Severity 1, Customer must make appropriate personnel be available and they must be willing to work on a 24x7 basis with Hazelcast to resolve the issue.

### **3. CUSTOMER OBLIGATIONS**

Customer must ensure that its Support Contact has sufficient English language and technical skills to respond to and cooperate with Hazelcast in a timely manner for Support Services requests.

When requesting Support Services, Customer shall:

- (i) confirm Customer has already used its available resources to attempt to solve the problem before consulting Hazelcast;
- (ii) clearly and specifically identify the problem;
- (iii) provide Hazelcast with requested information regarding the situation, including information to help establish whether a potential problem is a Support Service Exclusion (as defined below);
- (iv) allocate reasonable resources to understand the instructions from Hazelcast to address the problem; and
- (v) make reasonable attempts to correct the problem as suggested by Hazelcast.

Customer is solely responsible for the accuracy of the information and technical data provided to Hazelcast. Customer acknowledges that Customer's failure to provide accurate and complete information and technical data requested by Hazelcast may negatively affect Hazelcast's ability to provide the Support Services.

### **4. SUPPORT SERVICE EXCLUSIONS**

Hazelcast has no obligation to provide Support Services to Customer if:

- (i) the Software has been changed, modified or damaged by anyone other than Hazelcast;
- (ii) the problem is caused by Customer's negligence, misconduct, or misuse of the Software, a hardware malfunction, or other causes beyond the reasonable control of Hazelcast;
- (iii) Customer's failure to comply with operating instructions contained in the Documentation;
- (iv) the problem is due to third-party software; or
- (v) Customer has not installed or implemented any Software releases to comply with Section 5 below.

Support Services exclude:

- (i) use of any version of Software that is not designated as a production release (such as a beta release or code contained in the sandbox or any other repository that is not packaged into a production release distribution);
- (ii) support of any third-party software which integrates with the Software;
- (iii) Support Services for Production systems where "Production" means the system is using/processing live data.
- (iv) installation, configuration, management and operation of Customer's applications or any APIs, interfaces or data formats other than those included with the Software; or

- (v) training.

## **5. VERSION SUPPORT**

Hazelcast will provide Support Services for specific releases and versions of the Software as follows:

- (a) Each Minor Version (Ex: 3.1, 3.2, 3.3 etc.) will be supported through the release of Patch Releases for two (2) years from the date of the Minor Version's initial release.
- (b) Hazelcast will fix Errors only in the most current Patch Release of the Software. Customer Support will direct customers to existing Versions and workarounds applicable to the reported case. Customer Support may direct customers to upgrade to a more current Version of the Software.
- (c) Hot Fixes will be provided to resolve Errors which cause a Severity 1 issue on supported Versions. There is a limit of one Hot Fix per Patch Release per customer. Additional fixes will require an upgrade to a new supported Version.
- (d) Extended Support is available after a Major or Minor Version's support window has ended per Section 5(a) or 5(b) for an additional 18 months, provided the application environment (application server and version, java version and operating system version) has not changed. During the Extended Support period, Hazelcast will provide assistance, guidance, and recommendations for use of the Software products, and workarounds as needed for Severity 1 and 2 issues. Patch Releases and Hot Fixes are no longer available once a Version has entered Extended Support.
- (e) In the event that support for a Major or Minor Version would normally expire under Section 5(a) or 5(b) and no later version has been released, support for the old version will be extended until the date that is six (6) months after the date on which a new version is released. At the end of that six (6) month period the Version will qualify for Extended Support per the terms in Section 5(e), provided that the product is not end-of-life in which case Section 5(g) applies.
- (f) In the event that support for a version would normally expire under Section 5(a) or 5(b), and no further versions are planned, a product may be end-of-life. The decision to end-of-life any Software product will be announced to Customer twelve (12) months ahead of the date that support for all versions of such Software product will no longer be available.

## **6. Definitions**

- (a) "Business Day" means Monday through Friday other than a day designated from time to time as a national holiday in the place from which Support Services may be provided.
- (b) "Client" means a language-specific driver which connects to a Cluster but is not a Member of the Cluster.
- (c) "Cluster" means three or more Nodes configured to work together.
- (d) "Error" means any failure of or problem, non-conformity, defect, malfunction, error or "bug" experienced or detected by the Customer while in use of the Software, that causes the Software to fail in any material respect to provide the features and functionality described in the Documentation and the Warranty described in each Agreement.
- (e) "Hot Fix" means a release of Hazelcast which addresses a specific customer reported bug. It is the exact version that the customer is running with only the bug fix applied. The customer should be able to apply the Hot Fix release to production with no or minimal constraints.
- (f) "Version". A Version can identify a specific release of software. Hazelcast uses a three-place numbering scheme to designate released versions of the Software. An example would

be version 1.1.3.

- (g) "Major Version". Versions follow the format of M.m.p, where 'M' indicates the Major Version.
- (h) "Minor Version". Versions follow the format of M.m.p, where 'm' indicates the Minor Version.
- (i) "Node" means a single running instance of Hazelcast IMDG (Server or Lite Member). The terms "Node" and "Member" are used interchangeably.
- (j) "Patch Release". Versions follow the format of M.m.p, where 'p' indicates the Patch Release. When referring to releases, the Patch Release is commonly omitted. For example, both 1.1.3 and 1.1.4 may be referred to as version 1.1.
- (k) "Incident" means a single question or issue posed by a Support Contact using the Support Services.
- (l) "Severity 1" means a major production Error within the Software that severely impacts the Customer's use of the Software for production purposes as stated in the Documentation, such as the loss of production data or where production systems are not functioning and no work-around exists.
- (m) "Severity 2" means an Error within the Software where the Customer's system is functioning for production purposes but in a reduced capacity, such as a problem that is causing significant impact to portions of the Customer's business operations and productivity, or where the Software is exposed to potential loss or interruption of service.
- (n) "Severity 3" means a medium-to-low impact Error that involves partial and/or non-critical loss of functionality for production purposes or development purposes, such as a problem that impairs some operations but allows the Customer's operations to continue to function. Errors for which there is limited or no loss of functionality or impact to the Customer's operation and for which there is an easy work-around qualify as Severity 3.
- (o) "Subscription" means the right of the Customer to use internally the Software and/or receive Support Services therefor.
- (p) "Subscription Term" means the period of time for which a Subscription is valid, which shall be one (1) year, unless otherwise set forth in an applicable Order Form.
- (q) "Support Contact" means a single named individual that is authorized to contact Hazelcast to make use of the Support Services.