

# CLONE SYSTEMS<sup>®</sup>

## STRATEGIC RESELLER AGREEMENT

PLEASE READ THIS STRATEGIC RESELLER AGREEMENT (“AGREEMENT”) CAREFULLY. BY SIGNING THIS AGREEMENT OR BY SUBMITTING ANY STATEMENT OF WORK (“SOW”) TO CLONE SYSTEMS, INC. (“CLONE SYSTEMS”) FOR CLONE SYSTEMS TO PROVIDE SERVICES TO ONE OR MORE OF YOUR END-USERS (“END-USERS”), YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF AND AGREEING TO BE BOUND BY THIS AGREEMENT.

1. Clone Systems’ Provision of Services. Upon receiving a compliant SOW from You, Clone Systems may accept the SOW in its sole discretion either by beginning to render Services to the End-User named in the SOW, or by counter-signing the SOW. Clone Systems will accept compliant SOWs from You and provide Services only during the term of this Agreement.

Clone Systems will endeavor to: (i) provide End-User with the Services specified in an accepted SOW at mutually convenient times and places; (ii) use its full knowledge, experience, judgment and expertise in rendering such Services; and (iii) provide the Services in a professional and workmanlike manner.

For purposes of this Agreement, “Services” are those services offered by Clone Systems, Inc., as specified on Clone Systems, Inc.’s currently standard SOW form and/or list of services. The “Services” Clone Systems offers may change from time to time.

2. Term of Services Provided to End-Users. The duration and scope of the Services and the compensation to Clone Systems for providing such Services must be specified in each accepted SOW. However, the compensation (pricing) for Services specified on an accepted SOW may be adjusted by Clone Systems from time to time to reflect Clone Systems’ current pricing.

Unless Clone Systems expressly agrees otherwise in writing, each SOW will have a 3-year initial term beginning on the date You provide the SOW to Clone Systems (“SOW Start Date”), and will automatically renew and be extended by an additional year on each anniversary of the SOW Start Date thereafter unless You provide Clone Systems with written notice of non-renewal of the SOW at least 60 days but no more than 120 days before the automatic renewal date. If You provide a timely written notice of non-renewal of a SOW, that SOW will terminate on the upcoming anniversary date and will not renew.

Clone Systems will only be obligated to provide Services to You or Your End-Users: (i) that are specified on SOWs that Clone Systems has accepted, (ii) while this Agreement and the applicable SOW are both under active terms, and (iii) while You and Your respective End-User both are in full compliance with this Agreement and any applicable SOW, including with respect to Your financial obligations to Clone Systems.

Clone Systems may terminate any accepted SOW at any time: (i) for cause, immediately and without prior notice to You or to Your End-User; (ii) without cause with at least 30 days' notice to You or Your End-User.

Immediately upon termination of any SOW by You or an End-User, all rights granted by Clone Systems to You or that End-User with respect to that End-User—whether under this Agreement, any SOW, or otherwise—will cease, You and the End-User must immediately cease use of all Services provided to or related to the End-User, and You and the End-User must return to Clone Systems all of Clone Systems' property and any Clone Systems Confidential Information and Provider Materials related to the terminated SOW in Your or its possession or control within 14 days.

3. Your and Your End-Users' Obligations for Receipt of Services. You and Your End-Users are jointly responsible for providing Clone Systems with any and all technical details and other requirements necessary for Clone Systems to implement, configure and perform any Services for You and Your End-User as specified on an accepted SOW.

As a Strategic Reseller, You are committing to sell Clone Systems Services and agree to the following minimum amounts that are payable to Clone Systems for Services under this Agreement: Year 1, \$ \_\_\_\_\_ [per signed agreement] \_\_\_\_\_ per year; Year 2, \$ \_\_\_\_\_ [per signed agreement] \_\_\_\_\_ per year; Year 3 and thereafter, \$ \_\_\_\_\_ [per signed agreement] \_\_\_\_\_ per year, plus an additional \_\_\_\_\_ [per signed agreement] \_\_\_\_\_% for each year after the \_\_\_\_\_ [per signed agreement] \_\_\_\_\_ year that this Agreement is in force. For each year, You are responsible to pay Clone Systems for the full minimum commitment amount no later than 15 days following each anniversary of the Agreement Start Date irrespective of your actual sales. However, Clone Systems has the right (but not the obligation) to terminate this Agreement if your actual sales of Services do not meet the minimum annual commitment amount in any given year.

You are responsible to pay Clone Systems according to Clone Systems' then-applicable pricing for all Services ordered under an accepted SOW. Clone Systems expects to revise its pricing for Services from time to time in its sole discretion and without prior notice to You or Your End-Users. A current pricing sheet will be made available to You upon request.

You must reimburse Clone Systems for all expenses Clone Systems incurs in performing any activities authorized by You, Your End-Users, or Your or their actual or apparent delegates or agents. You are responsible to make reimbursements upon receipt of a statement or invoice setting forth the expense amounts. Tangible property acquired with reimbursable funds will become Your property after receipt by Clone Systems from You of the applicable reimbursement payment, but only if You are then current on all amounts owed to Clone Systems.

Clone Systems normally will invoice You for Services under each accepted and active SOW at least 30 days in advance of providing Services and on a monthly or annual basis, and for reimbursable expenses on a monthly basis. However, Clone Systems may invoice You at other frequencies in its sole discretion, and may require advance payment for the entire amount of any anticipated reimbursable expenses or for any or all Services for the full term of any SOW. If only partial

Services are delivered by Clone Systems during the term of a SOW, Clone Systems may provide invoices prorated for those Services it has actually delivered.

If You do not pay any owed amount prior to the date Clone Systems provides services or, if earlier, within 30 days of any invoice Clone Systems provides to You, Clone Systems may charge You interest on any unpaid balances at the lesser of six one-hundredths of one percent (0.06%) per day or the maximum legal rate. You will not be excused from payment and must make payment in full even if an invoice is not issued by Clone Systems, if You do not receive the invoice, or if an End-User fails to pay You for any reason.

Unless an End-User is or You are exempt pursuant to a valid exemption certificate (reasonably satisfactory to Clone Systems), You agree to pay all applicable sales and other taxes that result from any transaction made pursuant to this Agreement, whether assessed to You, End-User or Clone Systems. You will not be responsible for taxes assessed based on Clone Systems' net income or operations.

As a Strategic Reseller, You are responsible for managing Your End-User relationships. This includes, but is not limited to, Your responsibility for providing competent and timely direct technical and product support to Your End-Users for Services provided under all SOWs you submit to Clone Systems. You will be solely responsible for all Tier 1 support to Your End-Users for all ordered Services. For Tier 2 or other advanced support that requires Clone Systems' participation, You (and not Your End-Users) must initiate all support requests through Clone Systems' official support ticketing channel. That channel may change from time to time, but presently is accessed by sending an email to [help@clone-systems.com](mailto:help@clone-systems.com) with appropriate contact information and all information necessary to identify the issue(s) needing support. Your technical support personnel must be available for and, unless excused, must remain on the line during all telephone conversations between Clone Systems technicians and Your End-Users.

4. Acceptable Uses; IP Rights. The rights granted to You by this Agreement and any SOW Clone Systems accepts hereunder are granted only to allow You to resell, market, promote, and provide authorized support for Clone Systems' Services. Clone Systems has the right to monitor any and all use of the Services for any purpose without notice to You, Your End-Users, or any other person, including but not limited to for purposes of monitoring compliance with this Agreement and for the protection of the integrity and security of the Services.

You are responsible for obtaining all consents and approvals from Your End-Users for Clone Systems to provide the Services to Your End-Users. You represent and warrant to Clone Systems that: (i) You and Your End Users will comply with all applicable laws in connection with Your and their business and the use of the Services; and (ii) Your or Your End Users have obtained and will maintain through the term all consents, licenses and approvals necessary to receive and use the Services.

You may not, and You may not permit any other person to access, use, or perform any act on or relating to the Services, except to the extent expressly permitted by this Agreement or an accepted SOW. Without limiting the foregoing, You may not directly or indirectly: (i) sell, market,

distribute, license, or otherwise make available any services, software or products that are similar to or competitive with those sold or provided by Clone Systems to its customers; (ii) use any Services for Your own internal business operations (unless You enter into a separate agreement with Clone Systems permitting such use); (iii) make, sell, market, distribute, license, export, re-export, release, or otherwise make available, or provide support or other services for, any Services in any place where the sale, use or support of Services would be prohibited by law; (iv) develop, create, or engage others to develop or create any products or services substantially similar to or competitive with the Services; (v) use any materials, information, or know-how provided by Clone Systems (the "Provider Materials") for any purpose whatsoever other than for the performance of any obligations hereunder; (vi) copy, modify, or create derivative works or improvements on any Provider Materials used or provided in connection with the performance of Services; (vii) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to source code or setup of any software or other computer programs used or provided by Clone Systems in connection with the performance of the Services; (viii) represent Yourself as an agent of Clone Systems, commit Clone Systems to any contracts or incur any obligation or liability whatsoever on behalf of Clone Systems for any purpose; (ix) make any representations, warranties, guarantees, indemnities, claims, or other commitments: (1) actually, apparently, or impliedly on Clone Systems' behalf; or (2) concerning or relating to the Services or any Provider Materials provided in connection therewith that are in addition to or inconsistent with any then-existing representations, warranties, guarantees, indemnities, claims, or other commitments in this Agreement; (x) serve as a reseller or agent of any other party for the sale, marketing and promotion of products or services similar to or competitive with the Services; (xi) remove, delete, add to, alter, or obscure any warranties, disclaimers, copyright, trademark, patent, or other intellectual property, proprietary rights, or other notices, or any marks, symbols or serial numbers (including any trademarks of Clone Systems) that appear on or in connection with any Provider Materials; or (xii) perform any act that, or fail to perform any act the omission of which, infringes, misappropriates, or otherwise violates the intellectual property rights of any third party.

You and Your End-Users may not, and neither You nor Your End-Users may permit or authorize any other person to: (i) make Services available to anyone other than authorized End-Users; (ii) access or engage in any use of Services in a manner that abuses or materially disrupts Clone Systems' or its service providers' networks, security systems, the Services or websites; (iii) interfere with or disrupt the integrity, security or performance of the Services; (iv) use the Services for any fraudulent purpose or in connection with the violation of any applicable law; or (v) sell, market, distribute, license, or otherwise make available any Services or Clone Systems software or products for resale or licensing by any other person.

The Clone Systems name, logo, and the product names associated with the Services are trademarks of Clone Systems or its suppliers, and no right or license is granted to use them.

Clone Systems alone (or its suppliers, as applicable) will own all right, title, and interest, including all related intellectual property rights, in and to the Services and Provider Materials and all other proprietary technology (including software, hardware, products, processes, algorithms, user

interfaces, know-how, techniques, designs, playbooks, and other tangible or intangible technical material or information) Clone Systems makes available to You or End-Users.

Clone Systems is the sole owner of information collected from performance of the Services, except that after Clone Services receives payment in full for all SOW's related to a particular End-User, that End-User will become the sole owner of any data that is collected and retained from the performance of the Services with respect to that End-User's networks and data ("User Data"). Clone Systems shall continue to own all information derived from User Data, including but not limited to all information useful or used for any Improvements. Unless otherwise agreed under an SOW, Clone Systems will have no obligation to retain any User Data. A time and materials charge may apply for the transfer of any User Data from Clone Systems to the End-User.

If Clone Systems receives any suggestions, ideas, enhancement requests, feedback, recommendations, comments or other information from You or any End-User related to the technology, functionality, or potential improvement of Services or Provider Materials ("Feedback"), You and/or Your End-Users will be deemed to have assigned all rights in the Feedback to Clone Systems, including but not limited to any copyrights, patents, or other intellectual property or other proprietary rights ("IP") arising therefrom or related thereto. Clone Systems may use and include any Feedback for any purpose, including to improve the Services, its technology, or any other related technologies or intellectual property or to otherwise develop new technologies and services ("Improvements"), and shall own all rights, including all IP, in and to any Improvements.

Except for the limited rights granted by this Agreement, nothing else in this Agreement grants, by implication, waiver, estoppel or otherwise, to You or any other person any intellectual property rights or other right, title or interest in or to any of the Services, Provider Materials, or Improvements. Nothing in this Agreement grants or conveys, or permits You to grant or convey any ownership or intellectual property rights in any of the Services, Provider Materials, or Improvements, or in or to any article or copy of them.

5. SOWs and End-User Agreements. By submitting a SOW to Clone Systems, You represent and warrant to Clone Systems that You have entered into an enforceable agreement between You the applicable End-User ("End-User Agreement"), and that the End-User Agreement: (i) identifies Clone Systems as a third-party beneficiary entitled to enforce the agreement against Your End-User, and (ii) binds Your End-User to the minimum customer terms listed on the then-current standard Reseller SOW form maintained by Clone Systems (which form is available on request from Clone Systems and may be amended from time to time) (collectively, the "End-User Terms").

The End-User Terms in each End-User Agreement must: (i) be prominent, written, accurate and easy-to-understand by a reasonable consumer; (ii) provide clear and conspicuous disclosures to all End-Users sufficient to comply with applicable laws regarding the collection, use, and sharing described; (iii) provide Clone Systems and its vendors with the benefit of either the same liability restrictions and limitations and warranty disclaimers to which You are entitled under Your agreements with End Users, or those set forth in this Agreement, whichever is more beneficial to

Clone Systems, to include but not be limited to (a) exclusion of all implied warranties, including without limitation for merchantability and fitness for a particular purpose, (b) exclusion of consequential, special, indirect, incidental, punitive, exemplary and tort damages in connection with the Services, and (c) inclusion of a quantifiable limitation of liability for direct and indirect damages in connection with the Services as further set forth herein; (iv) release Clone Systems and its vendors of all liability and obligation related to any delays, inaccuracies or incomplete Services caused by Your or Your End Users' failures, or Your or their other providers to properly or timely meet their obligations or requirements; and (v) be agreed to by End Users prior to use of or access to the Services. You are responsible for all acts and omissions of Your End Users and for such End Users' compliance with this Agreement and the End User Terms.

6. Trade Secrets and Confidential Information. Clone Systems is a company primarily focused on I.T. Security and is not obligated to divulge to You or any End-User, or to use for Your or their benefit, any information for which Clone Systems has previously undertaken an obligation of confidence for the benefit of any party other than You or the particular End-User. Clone Systems will not knowingly disclose to You or an End-User any information, knowledge, or data for which it does not have the full and unrestricted right to disclose without incurring legal liability to others.

Any information You or Your End-Users receive from Clone Systems or from any End-User or any equipment about any technologies or Services anticipated to be provided, or that are provided, under this Agreement or any SOW, including information about any Clone Systems software, and any settings, setups, coding, scripts, playbooks, or other information relevant to the Services Clone Systems provides, are confidential to and constitute the trade secrets of Clone Systems ("Clone Systems Confidential Information").

You and End-Users may not disclose any Clone Systems Confidential Information to any person or use Clone Systems Confidential Information for any purpose other than to the extent necessary to comply with and perform this Agreement and an applicable, active SOW. Neither You nor any End-User may use the Services, Provider Materials, or Clone Systems Confidential Information for any purpose after the termination or expiration of this Agreement or of an applicable SOW.

You and Your End-Users must require that any person who may or does have access to any Clone Systems Confidential Information be bound by an obligation of confidentiality to Clone Systems at least as stringent as those set forth in this Agreement. You and Your End-Users must use commercially reasonable efforts to maintain the confidence and secrecy of all confidential and trade secret information of Clone Systems You or they obtain. If You or an End-User is ever required by law to disclose any Clone Systems Confidential Information, You or they must immediately notify Clone Systems of the requirement and of the specific information to be disclosed sufficiently in advance of any disclosure that Clone Systems may, if appropriate, seek to prevent such disclosure or obtain reasonable conditions to protect any such to-be disclosed information.



Clone Systems will use reasonable efforts to maintain the privacy of designated confidential and trade secret information collected from You and End-Users. Clone Systems will not intentionally sell, share, or rent information to others that You designate as Your confidential information or trade secrets unless first disclosed to You in writing or if reasonably necessary to the performance of Clone Systems' Services. Clone Systems will not intentionally sell, share, or rent information to others that an End-User designates as confidential information or trade secrets unless first disclosed to the End-User in writing or reasonably necessary to the performance of Clone Systems' Services. Notwithstanding, Clone Systems may disclose Your or an End-User's information when it believes in good faith that the law requires it, or to the extent that such disclosure is necessary to protect the rights or property of Clone Systems.

7. Independent Contractors. Clone Systems and You are independent contractors, and not partners, agents, or employees of the other for any purpose whatsoever. Clone Systems and Your End-Users are independent contractors, and not partners, agents or employees of each other for any purpose whatsoever.

You understand that Clone Systems sells, markets, and promotes its Services directly to end-user customers, and agree that Clone Systems may, without incurring liability or owing compensation to You, solicit, negotiate, and execute agreements directly with Your End-Users for any Services if You or an End-User are in breach of any agreement with Clone Systems or provide Clone Systems with a notice of termination or non-renewal of this Agreement or of any SOW applicable to the End-User, irrespective of whether such notice of termination or non-renewal is properly given or effective.

Any benefits provided by You or End-Users to Your or their respective employees, including but not limited to medical, life, accident or disability insurance, pensions, unemployment or worker's compensation or profit sharing plans, shall not be available to Clone Systems personnel. No withholding of Federal or State income taxes, social security, or related contributions shall be made from payments distributed by You to Clone Systems. You agree (and shall cause each End-User to agree) that Clone Systems may act as a consultant for, or be employed in any other capacity by any other parties concerning any subject matter, including for any End-User.

8. Suspension of Services; Attorney's Fees. Without any liability to Clone Systems and without prejudice to any other legal remedy, Clone Systems may immediately withhold, suspend, or stop performance of any and all Services to an End-User if it breaches or threatens to breach any obligation it has to Clone Systems, including but not limited to for non-payment or delinquent payment, whether under this Agreement or otherwise, and whether such breach is anticipatory, by repudiation, attempted or actual termination, by failure of performance, or otherwise. Without any liability to Clone Systems and without prejudice to any other legal remedy, Clone Systems may immediately withhold, suspend, or stop performance of any and all Services to You and to any or all of Your End-Users if You breach or threaten to breach any obligation You have to Clone Systems, including but not limited to for non-payment or delinquent payment, whether under this Agreement or otherwise, and whether such breach is anticipatory, by repudiation, attempted or actual termination, by a failure of performance, or otherwise.

You agree to be responsible for and to pay any and all of Clone Systems' expenses and costs of collection, including attorney's fees, that Clone Systems actually incurs in connection with the enforcement of this Agreement or any SOW you submit to Clone Systems in connection with any breach or threatened breach of this Agreement by You or Your End-Users.

9. Term and Termination. The initial term of this Agreement is 3 years beginning from the date that You sign this Agreement (the "Agreement Start Date"). On the third anniversary of the Agreement Start Date, the term of this Agreement will renew and automatically be extended by 1-year, will thereafter renew and be extended by 1 additional year at each successive anniversary of the Agreement Start Date thereafter.

For You to prevent automatic renewal and Your responsibility to pay for Services for the complete term (initial or renewed) of this Agreement and for any SOW accepted under this Agreement, You must provide Clone Systems with written notice of non-renewal at least 90 days and no more than 180 days before the automatic renewal date. However, You must renew this Agreement and You may not provide a notice of non-renewal of this Agreement unless all SOW's You have submitted to and that have been accepted by Clone Systems are or will be properly terminated on or before this Agreement's next automatic renewal date.

You may terminate this Agreement and any SOW accepted by Clone Systems pursuant to this Agreement only in the ways and for the reasons permitted by this Agreement. Any attempted termination of this Agreement or of any SOW by You or any End-User will neither terminate nor affect any of Your or Your End-User's obligations to Clone Systems under this Agreement or under the accepted SOW unless the termination is timely and proper according to the terms of this Agreement. Without limitation, You will be obligated to pay Clone Systems for the entire remaining term of this Agreement and the entire remaining term of each SOW accepted by Clone Systems pursuant to this Agreement even if you terminate the Agreement or SOW before the conclusion of their respective terms.

Clone Systems may terminate this Agreement and any SOWs accepted by Clone Systems pursuant to this Agreement at any time: (i) for cause, immediately and without prior notice to You or to Your End-Users; (ii) without cause, for any reason or for no reason, with at least 30 days' notice to You.

Upon termination of this Agreement, all rights granted by Clone Systems to You and Your End Users—whether under this Agreement, a SOW, or otherwise—will immediately cease, and You and Your End-Users must immediately cease use of all Services and return to Clone Systems all of Clone Systems' property and any Clone Systems Confidential Information and Provider Materials in Your or their possession or control within 14 days.

The parties' rights and obligations under Sections 4, 6, 12, 13, 16, 17, 18 and 20 of this Agreement and Your payment and tax obligations under Section 3 or elsewhere in this Agreement or an accepted SOW will survive the termination or non-renewal of this Agreement and any SOW entered under this Agreement.



10. Disclaimer of Warranties; Limitations of Clone Systems' Liability. Nothing in this Agreement or any SOW, and nothing in any of Clone Systems' other statements to You or any End-User may be construed as a promise or guarantee about the successful outcome of this Agreement, any SOW, or any Services.

CLONE SYSTEMS DOES NOT MAKE AND DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING ANY OTHER TERM, STATEMENT, OR OTHER AGREEMENT TO THE CONTRARY, IN NO EVENT WILL CLONE SYSTEMS OR ITS LICENSORS OR PROVIDERS HAVE ANY LIABILITY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), HOWEVER ARISING, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

REGARDLESS OF THE FORM, FACTS, THEORY, OR NATURE OF ANY ACTION OR CLAIM, CLONE SYSTEMS' MAXIMUM LIABILITY TO YOU OR TO AN END-USER RELATED IN ANY WAY TO THIS AGREEMENT WILL BE THE ACTUAL AMOUNT PAID TO CLONE SYSTEMS BY YOU FOR THE PARTICULAR SERVICES REQUIRED TO BE PROVIDED UNDER THE APPLICABLE ACCEPTED SOW FOR THE 1-YEAR PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY SUCH LIABILITY.

11. Events Beyond Clone Systems' Control. You agree (and will cause each End-User to agree) that Clone Systems will not be liable for any failure or delay of Services caused by events beyond Clone Systems' direct control, including, without limitation, Your or Your End-Users' failure to furnish necessary information, sabotage, failure or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials or equipment, epidemics, war, or technical failures.

12. Non-Solicitation of Employees. Except to the extent or in a place where such agreement would be prohibited by law, both parties agree (and You will cause each End-User to agree) not to, directly or indirectly, solicit, hire or otherwise engage the employees of any other party to this Agreement or to a SOW during the term of or for a period continuing until three years after the termination of this Agreement or, in the case of End-Users, until three years after the termination of all SOWs applicable to that End-User. The parties understand and agree (and You will cause your End-Users to agree) that in the case of a breach of this provision actual damages would be difficult to determine, and therefore agree that anyone violating this provision shall be liable to the non-violating party in the sum of 1 year's direct salary of each employee solicited and/or hired as liquidated damages, not as a penalty.

13. Indemnification. You must, and you must cause each End-User to, indemnify and hold harmless Clone Systems and its officers, directors, employees and agents from and against any claims, demands, loss, damage or expense: (i) related to bodily injury or death of any person or damage to property resulting from the negligence or willful misconduct of You or any of Your End-Users, or any of Your or their officers, directors, employees and agents, (ii) by any of Your or Your End-User's officers, directors, employees and agents for injuries or damages compensable under worker's compensation or similar acts, or (iii) incurred by Clone Systems based on any claim that any materials, products, or services provided by You or any of Your End-Users under the Agreement or an accepted SOW, or the use thereof by Clone Systems, infringes any copyright, patent, trademark, service mark, trade secret or other proprietary right of any third party.

Clone Systems must indemnify and hold You, and each of Your End-Users, and Your and their officers, directors, employees and agents harmless from and against any claims, demands, loss, damage or expense: (i) related to bodily injury or death of any person or damage to property resulting from the negligence or willful misconduct of Clone Systems, or its officers and employees, (ii) related to claims by any of Clone Systems' employees for injuries or damages compensable under worker's compensation or similar acts, or (iii) incurred by You or Your End-Users based on any claim that any Services provided by Clone Systems under the Agreement or any accepted SOW, or authorized use thereof by You or Your End-Users in accordance with this Agreement and an applicable SOW infringes any copyright, patent, trademark, service mark, trade secret or other proprietary right of any third party.

Clone Systems shall procure and maintain at its own expense in full force and effect at all times during the term of this Agreement comprehensive public liability, professional liability, and errors and omissions insurance policies, with respect to Clone Systems' performance of Services under this Agreement, with combined single limits per occurrence of no less than five million Dollars (\$5,000,000) per incident, and five million Dollars (\$5,000,000) in the aggregate. CLONE SYSTEMS' COLLECTIVE LIABILITY TO YOU AND YOUR END-USERS UNDER THIS SECTION WILL NOT EXCEED THE SCOPE AND WILL BE CAPPED AT THE AMOUNT OF ANY APPLICABLE INSURANCE POLICY IN FORCE OR REQUIRED TO BE IN FORCE BY THIS SECTION. Evidence of such insurance shall be made available to You and Your End-Users upon request.

14. Merger; Amendments. This Agreement and each accepted SOW hereunder contain the entire and only agreements between the parties with respect to the subject matter hereof and thereof and supersede all prior communications, negotiations, and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof and thereof. Neither party has relied or will rely on any statements, omissions, or representations made by the other party except to the extent expressly stated in this Agreement or in an accepted SOW.

Clone Systems may amend this Agreement from time to time and all amendments will be effective immediately against You and Your End-Users upon posting at [www.clone-systems.com/legal](http://www.clone-systems.com/legal). However, with respect to a previously-accepted SOW, any amendments to this Agreement will become effective against You and each applicable End-User at the earlier of the next renewal period for each SOW, or upon any request to Clone Systems by You or that End-

User for any change to the applicable SOW or the Services provided thereunder. You agree to provide commercially reasonable electronic notice to and to require all of Your End-Users to agree to any material amendments to any SOW or to this Agreement.

Other than as stated in this section, this Agreement may not be modified except in a writing signed by an authorized agent of Clone Systems.

15. Construction. The headings within this Agreement are included purely for convenience and are not to be used as an aid in interpretation. The terms of this Agreement are not to be construed against any party as the author or drafter of the Agreement. All provisions of this Agreement are to be construed to remain fully valid, enforceable, and binding on the parties to the greatest extent permissible by law. If any provision of this Agreement is held invalid, void, illegal or unenforceable by any tribunal of competent jurisdiction, such tribunal shall modify any such provisions so as to make them enforceable to the maximum extent permissible.

16. Successors; Assignment. This Agreement shall inure to the benefit of, and be binding upon the parties, End-Users, and each of their respective successors and assigns. You may not assign this Agreement, any SOW, or any rights or obligations under them, in whole or in part (including through assignment by operation of law in connection with a sale of Your assets, or by way of a change of control) without the prior written consent of Clone Systems, which consent may be granted or withheld in Clone Systems' sole discretion.

17. Choice of Law; Venue. This Agreement and each SOW accepted hereunder will be governed by and construed exclusively in accordance with the laws of the Commonwealth of Pennsylvania, and, as applicable, United States federal law, without regard for the principle of conflicts of law. Any action or proceeding in connection with this Agreement or any SOW, You or any End-User initiates against Clone Systems may be held only in a state or federal court in Philadelphia County, in the Commonwealth of Pennsylvania. You waive (and You shall cause each of Your End-Users to waive) any and all objections to the laying of venue or to personal jurisdiction in Philadelphia County, Pennsylvania.

18. Injunctive Relief. Breaches by any person of Sections 4, 5, 6, 7, 12, 13, 16, 19, or 20 of this Agreement are likely to cause the non-breaching party to suffer irreparable harm for which it would have no adequate remedy at law, and therefore Clone Systems and You agree (and You will cause each End-User to agree) that Clone Systems and You each will be entitled to temporary, preliminary, and permanent injunctive relief to prevent or prevent the continuation of any such alleged breach, without requirement for the posting of a bond or security and without the requirement of any proof of irreparable harm.

19. No Malicious Code. Clone Systems warrants and represents that: (i) the products and Services provided to End-User ("Deliverables") at the time of delivery (and, if applicable, installation and configuration by Clone Systems) do not knowingly contain or deliver malicious code designed to permit unauthorized parties to access, modify, delete, damage, deactivate or disable any End-User system, network, device, application, or data, or provide unauthorized access to any End-User system, network, device, application, or data ("Malicious Code"); (ii) it

uses and shall continue to use throughout the period of its performance of Services commercially reasonable efforts utilizing generally accepted industry tools and practices such that the Deliverables do not knowingly contain any Malicious Code; and (iii) Clone Systems shall not knowingly introduce Malicious Code into any of End-User's systems, networks, devices, applications, or data.

Upon notice to Clone Systems of the presence of any Malicious Code in Deliverables, Clone Systems will take action immediately to investigate, identify and remove such Malicious Code from the Deliverables, and to assist End-User in the investigation, identification and removal of such Malicious Code from End-User systems, networks, devices, applications or data. In the event the Malicious Code is determined to have originated from Clone Systems, End-User shall not be charged for such work.

20. Marketing and Publicity. You understand and acknowledge that Clone Systems' business depends, in part, upon its ability to engage and retain customers. You understand and agree (and shall cause each of Your End-Users to agree) to the use of Your (and their) name(s) by Clone Systems or its designees to assist Clone Systems with its advertising and marketing efforts. Unless required to do so by legal process, You, including all of Your officers, directors, employees, and agents, will not make any disparaging statements or representations, directly or indirectly, orally, in writing, by word, or by gesture, to any person whatsoever, about Clone Systems or its Services, or any of its directors, officers, employees, attorneys, agents, or representatives. A "disparaging" statement or representation is any communication that would cause or tend to cause a recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the person or entity to whom the communication relates.

21. Definitions. As used in this Agreement, You and Clone Systems may each be referred to as a "party", and collectively as the "parties". Capitalized terms used in this Agreement and not defined in it shall have the meaning set forth in an applicable SOW. Capitalized terms used in SOW, and not defined in that SOW, shall have the meaning set forth in this Agreement. If any provision in a SOW conflicts with the terms of this Agreement, the terms of this Agreement will control.

22. Further Assurances. At any time and from time to time after the date of execution of this Agreement or any SOW, each party shall, without further consideration, take such actions and execute and deliver such documents as the other party may reasonably request to carry out the transactions contemplated by this Agreement and any accepted SOWs.

23. Notices. All notices, requests, waivers, demands and other communications that must be given under this Agreement must be in writing and will be deemed given, made, and received when hand delivered or on the date of delivery by nationally recognized overnight courier service or by email to the signatories of this Agreement or to the Notice Contacts in an applicable SOW.