

## Boomi Master Services Agreement

This Boomi Master Services Agreement (the “**Agreement**”) is made between you, the Customer (“**Customer**”) and Boomi, Inc. with its principal place of business at 1400 Liberty Ridge Drive, Chesterbrook, PA 19087 (“**Boomi**”). Customer’s address shall be either the address stated in the signature blocks below (if this Agreement is signed by Customer) or on the Boomi Order into which this Agreement is incorporated by reference.

**1. Definitions.** Capitalized terms not defined in context shall have the meanings assigned to them below:

- (a) “**Affiliate**” means any legal entity controlling, controlled by, or under common control with a party to this Agreement, for so long as such control relationship exists.
- (b) “**Boomi Services**” means one or more of the software services provided by Boomi under this Agreement (such as the Boomi AtomSphere Service) and the Software to which Customer is given access in connection with such service (the “**Software**”).
- (c) “**Documentation**” means the user manuals and documentation that Boomi makes available for the Boomi Services.
- (d) “**Support Services**” means Boomi’s maintenance and support offering for the Boomi Services as stated at [www.boomi.com/legal/service](http://www.boomi.com/legal/service).
- (e) “**Order**” means the document by which Customer orders one or more Boomi Services. Orders that are signed by both Customer and Boomi shall be governed solely by the terms of this Agreement and the applicable Order. Any conflicting or additional terms in or accompanying an Order will not be binding on Boomi unless Boomi accepts such terms in writing. Each Order shall be subject to approval and acceptance by Boomi and shall represent the Customer’s irrevocable commitment to purchase and pay for the Boomi Services stated in the Order.
- (f) “**Services Order**” or “**SO**” means document by which Customer orders consulting and/or training services, such as a Services Order Form or Statement of Work, which shall be governed by the Professional Service Addendum below. Boomi, through its employees, agents and contractors, shall perform the consulting and/or training services described in the Services Order. Any conflicting or additional terms in or accompanying a Services Order will not be binding on Boomi unless Boomi accepts such terms in writing. Each Services Order shall be subject to approval by Boomi.
- (g) “**Professional Services**” means the Activities or Project Deliverables identified in a Services Order and defined in the Professional Service Addendum (the “**Addendum**” or “**Professional Service Addendum**”). Customer’s purchase of Professional Services, if any, is governed by this Agreement and the Addendum.

**2. License.**

- (a) **General.** Subject to the terms of this Agreement, Boomi grants to Customer, and Customer accepts a non-exclusive, non-transferable (except as otherwise set forth herein) and non-sublicensable license to access and use the quantities of the Boomi Services identified in the applicable Order to support the internal business operations of itself and its Affiliates for the term stated on the applicable Order. If any Software delivered to Customer for Customer’s installation and use on its own equipment is provided in connection with the Boomi Services, the license duration for such Software shall be for the term stated on the applicable Order. All rights not specifically granted by Boomi hereunder are hereby reserved by Boomi.
- (b) **Evaluation Use.** If an Order indicates that the Boomi Services are to be used by Customer for evaluation purposes, or if access to the Boomi Services is otherwise obtained from Boomi for evaluation purposes, such as a free trial, Customer shall be granted a right to use the Boomi Services solely for Customer’s own non-production, internal evaluation purposes (an “**Evaluation Right**”). Each Evaluation Right shall be granted for an evaluation period of up to thirty (30) days from the date of delivery of the credentials need to access the applicable Boomi Services, plus any extensions granted by Boomi in writing (the “**Evaluation Period**”). There is no fee for an Evaluation Right during the Evaluation Period, however, Customer is responsible for any fees which may be associated with usage beyond the scope permitted herein. Notwithstanding anything otherwise set forth in this Agreement, Customer understands and agrees that Evaluation Rights are provided “AS IS” and that Boomi does not provide warranties or Support Services for Evaluation Rights.
- (c) **Use by Third Parties.** Customer may allow its services vendors and contractors (each, a “**Third Party User**”) to access and use the Boomi Services made available to Customer hereunder solely for purposes of providing services to Customer, provided that Customer ensures that (i) the Third Party User’s access to or use of the Boomi Services is subject to the restrictions and limitations contained in this Agreement, and the applicable Order(s), (ii) the Third Party User cooperates with Boomi during any compliance review, and (iii) the Third Party User promptly removes any Software installed on its computer equipment, environment, and the integrated system(s) upon the completion of the Third Party User’s need for access or use as permitted by this Section. Customer agrees that it shall be liable to Boomi for those acts and omissions of its Third Party Users as if they were done or omitted by Customer itself.

**3. Proprietary Rights.** Customer understands and agrees that (i) the Boomi Services are protected by copyright and other intellectual property laws and treaties, (ii) Boomi, its Affiliates and/or its licensors own the copyright, and other intellectual property rights in the Boomi

Services, (iii) this Agreement does not grant Customer any rights to Boomi's trademarks or service marks, and (iv) Boomi reserves any and all rights, implied or otherwise, which are not expressly granted to Customer in this Agreement.

**4. Payment.** Customer agrees to pay to Boomi the fees specified in each Order or Services Order. Customer will be invoiced promptly following execution of the Order or Services Order and Customer shall make all payments due to Boomi in full within thirty (30) days from the date of each invoice or such other period (if any) stated in an Order or Services Order. Boomi reserves the right to charge Customer a late penalty of 1.5% per month (or the maximum rate permitted by law, whichever is lower) for any amounts payable to Boomi by Customer that are not subject to a good faith dispute and that remain unpaid after the due date until such amount is paid.

**5. Taxes.** The fees stated in an Order are exclusive of taxes. If Boomi is required to pay sales, use, property, value-added or other taxes based on a Boomi Service provided under this Agreement or on Customer's use of a Boomi Service, then such taxes shall be billed to and paid by Customer. This Section does not apply to taxes based on Boomi's income. All applicable state and local taxes and travel and living expenses, if any, shall be billed as separate line items. *In the event Boomi is to invoice Customer outside of the United States*, then if Customer is required by law to make a withholding or deduction in respect of the price payable to Boomi, Customer shall pay Boomi the amount necessary to ensure that the actual amount Boomi receives after deduction or withholding (and after payment of any additional taxes due because of such additional amount) equals the amount that would have been payable to Boomi if such deduction or withholding were not required.

**6. Termination.** The term of this Agreement will begin on the last or only date of the signatures of the Order or Services Order into which it is incorporated below, or if executed by the parties, the last or only date of the signatures on this Agreement (the "Effective Date") and will continue until terminated as set forth in this Section. Unless Customer provides thirty (30) days' notice of its intent not to renew, Orders governed by this Agreement will automatically renew at the end of the term of each Order for an additional one year term at a rate that is ten percent (10%) higher than the rate applicable to the last full year prior to such renewal, up to but not exceeding the then-current list price. This Agreement or Orders or Services Orders governed by this Agreement may be terminated (i) by mutual written agreement of Boomi and Customer or (ii) by either party for a material breach of this Agreement or an Order by the other party (or its Third Party Users) (1) within thirty (30) days following its receipt of notice of the breach where the breach is reasonably capable of being cured and the breaching party fails to cure to the non-breaching party's reasonable satisfaction or (b) with immediate effect where such breach is not reasonably capable of being cured (e.g. export compliance breach or breach of license by customer)..

Upon termination or expiration of this Agreement or an Order or Service Order for any reason, all rights granted to Customer for the applicable Boomi Services or Professional Services, respectively, shall immediately cease and Customer shall immediately: (i) cease using such services, (ii) remove all copies, installations, and instances of any Software from all Customer computers and any other devices on which the Software was installed, and ensure that all applicable Third Party Users do the same, and (iii) pay Boomi all amounts due and payable but not yet paid.

Any provision of this Agreement that requires or contemplates execution after termination of this Agreement or a termination or expiration of an Order or Service Order is enforceable against the other party and their respective successors and assignees notwithstanding such termination or expiration, including, without limitation, the *Restrictions, Payment, Proprietary Rights, Taxes, Termination, Warranty Disclaimer, Infringement Indemnity, Limitation of Liability, Confidential Information, and General* Sections of this Agreement. Termination of this Agreement or a license shall be without prejudice to any other remedies that the terminating party may have under law, subject to the limitations and exclusions set forth in this Agreement.

Boomi may suspend Customer's use of the Boomi Services (a) if so required by law enforcement or legal process, (b) in the event of an imminent security risk to Boomi or its customers, or (c) if continued use would subject Boomi to material liability. Boomi shall make commercially reasonable efforts under the circumstances to provide prior notice to Customer of any such suspension.

**7. Export.** Customer acknowledges that the Boomi Services are subject to the export and import control laws, rules, regulations, restrictions and national security controls of the United States and other applicable foreign agencies (the "**Export Controls**") and agrees to abide by the Export Controls. Customer hereby agrees to use the Boomi Services in accordance with the Export Controls, and shall not export, re-export, sell, lease or otherwise transfer the Boomi Services or any copy, portion or direct product of the foregoing in violation of the Export Controls. Customer is solely responsible for obtaining all necessary licenses or authorizations relating to the export, re-export, sale, lease or transfer of the Boomi Services and for ensuring compliance with the requirements of such licenses or authorizations. Customer hereby (i) represents that Customer is not an entity or person to which access to the Boomi Service is prohibited by the Export Controls; and (ii) agrees that it shall not export, re-export or otherwise make available the Boomi Service to (a) any country or region subject to a United States trade embargo, (b) a national or resident of any country subject to a United States trade embargo, (c) any person or entity to which shipment of the Boomi Services is prohibited by the Export Controls, or (d) anyone who is engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles or chemical or biological weapons. Customer shall, at its expense, defend Boomi and its Affiliates from any third party claim or action arising out of any inaccurate representation made by Customer regarding the existence of an export license, Customer's failure to provide information to Boomi to obtain an export license or any allegation made against Boomi due to Customer's violation or alleged violation of the Export Controls (an "**Export Claim**") and shall pay any judgments or settlements reached in connection with the Export Claim as well as Boomi's costs of responding to the Export Claim.

**8. Warranties and Remedies.**

(a) **Warranties.** Boomi warrants that, during the term of an Order, the applicable Boomi Services will (i) substantially conform to the applicable Documentation (the “**Operational Warranty**”); (ii) not contain any viruses, worms, Trojan Horses, or other malicious or destructive code (collectively, “**Malware**”) designed by Boomi to allow unauthorized intrusion upon or disruption of the Boomi Services or Customer’s environment (the “**Malware Warranty**”); and (iii) be available twenty-four hours a day, seven days a week except for scheduled maintenance, the installation of updates, and factors beyond the reasonable control of Boomi (the “**Availability Warranty**”).

(b) **Remedies.** Customer’s sole and exclusive remedy and Boomi’s sole obligation for any breach of the Operational Warranty or Availability Warranty shall be for provide a fix or reasonably accepted workaround for the Boomi Services and for Boomi to provide Service Level Credits as defined at [www.boomi.com/sla](http://www.boomi.com/sla). Customer’s sole and exclusive remedy and Boomi’s sole obligation for any breach of the Malware Warranty shall be for Boomi to remove the Malware from the Boomi Services, assist Customer, at Boomi’s expense, in removing any Malware from Customer’s environment, and restore any affected data from any then-existing Boomi back up of such data to the extent that Customer enabled such backups.

(c) **Warranty Disclaimer.** THE EXPRESS WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES AND REMEDIES RECOVERABLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. BOOMI DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE BOOMI SERVICES.

(d) **High-Risk Disclaimer.** CUSTOMER UNDERSTANDS AND AGREES THAT THE BOOMI SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HIGH-RISK OR HAZARDOUS ENVIRONMENT, INCLUDING WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL, LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, OR ANY OTHER APPLICATION WHERE THE FAILURE OR MALFUNCTION OF ANY PRODUCT CAN REASONABLY BE EXPECTED TO RESULT IN DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE OR SEVERE ENVIRONMENTAL HARM (A “**HIGH RISK ENVIRONMENT**”). ACCORDINGLY, (I) CUSTOMER SHOULD NOT USE THE BOOMI SERVICES IN A HIGH RISK ENVIRONMENT, (II) ANY USE OF THE BOOMI SERVICES BY CUSTOMER IN A HIGH RISK ENVIRONMENT IS AT CUSTOMER’S OWN RISK, (III) BOOMI, ITS AFFILIATES AND SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER IN ANY WAY FOR USE OF THE BOOMI SERVICES IN A HIGH RISK ENVIRONMENT, AND (IV) BOOMI MAKES NO WARRANTIES OR ASSURANCES, EXPRESS OR IMPLIED, REGARDING USE OF THE BOOMI SERVICES IN A HIGH RISK ENVIRONMENT.

**9. Infringement Indemnity.** Boomi shall defend Customer from and against any claim, suit, action, or proceeding brought against Customer by a third party to the extent it is based on an allegation that the Boomi Services directly infringe any patent, copyright, trademark, or other proprietary right enforceable in the country in which Boomi has authorized Customer to use the Boomi Services, including, but not limited to the country to which the Boomi Services is delivered to Customer, or misappropriates a trade secret in such country (a “**Claim**”). Boomi shall pay (i) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party Claim, or (ii) the amounts stated in a written settlement negotiated and approved by Boomi. Boomi’s obligations under this *Infringement Indemnity* Section are conditioned upon Customer (i) giving prompt written notice of the Claim to Boomi, (ii) permitting Boomi to retain sole control of the investigation, defense or settlement of the Claim, and (iii) using all reasonable efforts to mitigate any actual or anticipated claims and providing Boomi with cooperation and assistance as Boomi may reasonably request in connection with the Claim.

Boomi shall have no obligation hereunder to defend Customer against any Claim (a) resulting from use of the Boomi Services other than as authorized by this Agreement, (b) resulting from a modification of the Boomi Services other than by Boomi, or (c) to the extent the Claim arises from or is based on the use of the Boomi Services with other products, services, or data not supplied by Boomi if the infringement would not have occurred but for such use, (d) based on Customer’s use of a superseded or altered release of any code, document, service, product, or deliverable after Boomi has recommended discontinuation, if the infringement would have been avoided by use of a current or unaltered release made available to Customer, (e) if Customer is in material breach of this Agreement, or (f) based on any Boomi modifications made pursuant to instructions, designs, specifications or any other information provided by or on behalf of Customer, if any. If, as a result of a Claim or an injunction, Customer must stop using any portion of the Boomi Services (“**Infringing Services**”), Boomi may at its expense and option either (a) obtain for Customer the right to continue using the Infringing Services, (b) replace the Infringing Services with a functionally equivalent non-infringing Boomi Services, (3) modify the Infringing Services so that they are non-infringing, or (4) terminate the availability of the Infringing Services and refund the unused pro-rated portion of any fees pre-paid by Customer allocable to such Infringing Services.

To the extent that Boomi delivers any documentation, training materials, or other written materials or software to Customer for a fee under the Professional Services Addendum, such items shall be treated as Boomi Services and shall be within the scope of, and subject to the limits of, this Section. This Section states Boomi’s entire liability and its sole and exclusive obligations for a Claim.

**10. Limitation of Liability.** IN NO EVENT SHALL CUSTOMER OR BOOMI OR ITS AFFILIATES BE LIABLE FOR (X) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, OR (Y) LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, HOWSOEVER ARISING, WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES AND WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE EXCEPT FOR THE FOLLOWING:

- A. ANY BREACH OF THE CUSTOMER *CONDUCT* SECTION OF THIS AGREEMENT AND ANY AMOUNT WHICH BOOMI IS LIABLE TO PAY TO A THIRD PARTY UNDER THE *INFRINGEMENT INDEMNITY* SECTION OF THIS AGREEMENT, OR

B. ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW

THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF CUSTOMER AND ITS AFFILIATES AND BOOMI, ITS AFFILIATES, FOR DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF THE AMOUNT PAID AND/OR OWED FOR THE BOOMI SERVICES OR PROFESSIONAL SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE BREACH OR FIVE HUNDRED DOLLARS (\$500.00), EXCEPT FOR

- A. BOOMI'S EXPRESS OBLIGATIONS UNDER THE *INFRINGEMENT INDEMNITY* SECTION OF THIS AGREEMENT,
- B. CUSTOMER'S BREACHES OF THE *CONDUCT, AND USE BY THIRD PARTIES* SECTIONS OF THIS AGREEMENT,
- C. BOOMI'S COSTS OF COLLECTING DELINQUENT AMOUNTS THAT ARE NOT SUBJECT TO A GOOD FAITH DISPUTE;
- D. ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW.

NOTHING HEREIN WAIVES OR LIMITS ANY CLAIM OF EITHER PARTY FOR VIOLATING THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER, INCLUDING BY USE OF INTELLECTUAL PROPERTY OUTSIDE OF APPLICABLE LICENSE SCOPE.

THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR BOOMI PROVIDING PRODUCTS AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

In no event may Customer bring any claim against a contractor, licensor, or supplier to Boomi for a matter associated with Boomi's (or Boomi's supplier or contractor's) performance of this contract, beyond the amounts and theories of liabilities permitted if such claim were asserted against Boomi itself hereunder.

#### 11. Confidential Information.

(a) **Definition.** "**Confidential Information**" means information or materials disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") that are not generally available to the public and which, due to their character and nature, a reasonable person under like circumstances would treat as confidential, including, without limitation, financial, marketing, and pricing information, trade secrets, know-how, proprietary tools, knowledge and methodologies, the Boomi Services, the Software (in source code and/or object code form), information or benchmark test results regarding the functionality and performance of the Software, any Software license keys provided to Customer, and the terms and conditions of this Agreement.

Confidential Information shall not include information or materials that (i) are generally known to the public, other than as a result of an unpermitted disclosure by the Receiving Party after the Effective Date (ii) were known to the Receiving Party without an obligation of confidentiality prior to receipt from the Disclosing Party; (iii) the Receiving Party lawfully received from a third party without that third party's breach of agreement or obligation of trust; (iv) are or were independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information; or (v) is transmitted or processed at the direction of Customer using the Boomi Services and not sent by Customer for specific review by or discussion with personnel of Boomi.

(b) **Obligations.** The Receiving Party shall (i) not disclose the Disclosing Party's Confidential Information to any third party, except as permitted in subsection (c) below and (ii) protect the Disclosing Party's Confidential Information from unauthorized use or disclosure by exercising at least the same degree of care it uses to protect its own similar information, but in no event less than a reasonable degree of care. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized use or disclosure of the Disclosing Party's Confidential Information and will cooperate with the Disclosing Party in any litigation brought by the Disclosing Party against third parties to protect its proprietary rights. For the avoidance of doubt, this Section shall apply to all disclosures of the parties' Confidential Information as of the Effective Date, whether or not specifically arising from a party's performance under this Agreement.

(c) **Permitted Disclosures.** Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent to any of its Affiliates, directors, officers, employees, consultants, contractors or representatives (collectively, the "**Representatives**"), but only to those Representatives that (i) have a "need to know" in order to carry out the purposes of this Agreement or to provide professional advice in connection with this Agreement, (ii) are legally bound to the Receiving Party to protect information such as the Confidential Information under terms at least as restrictive as those provided herein, and (iii) have been informed by the Receiving Party of the confidential nature of the Confidential Information and the requirements regarding restrictions on disclosure and use as set forth in this Section. The Receiving Party shall be liable to the Disclosing Party for the acts or omissions of any Representatives to which it discloses Confidential Information which, if done by the Receiving Party, would be a breach of this Agreement.

Additionally, it shall not be a breach of this Section for the Receiving Party to disclose the Disclosing Party's Confidential Information as may be required by operation of law, by tax or government authorities, or by legal process, provided that the Receiving Party provides prior notice of such disclosure to the Disclosing Party unless expressly prohibited from doing so by a court, arbitration panel or other legal authority of competent jurisdiction.

**12. Personal Data.** For purposes of this Section, "**Personal Data**" means any information or data that is submitted by Customer to the Boomi Services during this Agreement, and relates to an identified or identifiable natural person or data considered to be personal data as defined under Privacy Laws. "**Privacy Laws**" means any applicable law, statute, directive or regulation regarding privacy, data

protection, information security obligations and/or the processing of Personal Data. Boomi shall have no liability to Customer for any breach of this Section resulting from Boomi's compliance with Customer's system configurations or instructions with respect to the Personal Data. Customer acknowledges that Boomi does not sell a data storage service. Customer retains responsibility for all data that Customer integrates through the Boomi Services, and Customer – not Boomi – is responsible for ensuring that the owners and or data subjects (who the data pertains to) of any data transmitted by Customer have consented to the connections selected by Customer.

Except as permitted herein or to the extent required by Privacy Laws or legal process, Boomi shall implement reasonable technical and organizational measures to prevent unauthorized disclosure of or access to Personal Data by third parties, and shall only store and process Personal Data as required to fulfill its obligations under this Agreement and any applicable SO's or Orders. Boomi shall comply with all applicable laws to promptly notify Customer of any disclosure of or access to the Personal Data by a third party in breach of this Section and shall cooperate with Customer to reasonably remediate the effects of such disclosure or access. Boomi further affirms to Customer that it has adequate agreements in place incorporating the EU standard contractual clauses for the transfer of Personal Data from the European Union ("**EU**") to a country outside the EU. Customer's exclusive remedy and Boomi's sole obligation for any breach of this Personal Data section shall be for Boomi to pay or reimburse Customer for (a) the reasonable costs of notification, credit monitoring, and call center support, each to the extent made necessary by the breach and required by applicable law and (b) any governmental fines assessed against Customer to the extent incurred as a result of the breach.

Customer hereby (i) represents that it has the right to send the Personal Data to Boomi, and (ii) consents for Boomi to store and use the Personal Data for the sole purpose of performing its obligations under this Agreement and any applicable Orders. Customer agrees that Personal Data consisting of Customer's (and Third Party Users') contact information (e.g., email addresses, names) provided as part of Customer's configuration of the Boomi Services may be sent to Boomi's third party service providers as part of Boomi's Support Services. Customer understands that if Customer configures Boomi Services to move data from one point to another, that Customer is responsible to ensure that Customer is rightfully integrating data among connected systems, whether Customer transmits data outside of a particular cloud or system, outside of a particular geography, or otherwise. Customers are responsible to set applicable purge data settings and to configure Boomi Services in a manner that best fits Customer's security needs.

**13. Conduct.** Customer may not reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the Software, or any part thereof unless and to the extent such restrictions are prohibited by applicable law. Customer may not (i) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the Boomi Services, the Software, or the Documentation or any part thereof, (ii) resell, provide, make available to, or permit use of or access to the Boomi Service or associated access credentials, in whole or in part, by any third party except as expressly set forth herein or in an Order, (iii) use the Boomi Services to create or enhance a competitive offering or for any other purpose which is competitive to Boomi, (iv) perform or fail to perform any other act which would result in a misappropriation or infringement of Boomi's intellectual property rights in the Boomi Services or the Documentation. Each permitted copy of the Software and Documentation made by Customer hereunder must contain all titles, trademarks, copyrights and restricted rights notices as in the original. In connection with the use of Boomi Services, Customer may not (v) attempt to use or gain unauthorized access to Boomi's or to any third-party's networks or equipment; (vi) attempt to probe, scan or test the vulnerability of the Boomi Services, or a system, account or network of Boomi or any of Boomi's customers or suppliers; (vii) engage in fraudulent, offensive or illegal activity or intentionally engage in any activity that infringes the intellectual property rights or privacy rights of any individual or third party or transmit through the Boomi Service any data or information without the legal right to do so; (viii) transmit unsolicited bulk or commercial messages or intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items; (ix) restrict, inhibit, interfere or attempt to interfere with the ability of any other person, regardless of purpose or intent, to use or enjoy the Boomi Services or a user's network, or cause a performance degradation to any facilities used to provide the Boomi Services. Customer shall cooperate with Boomi's reasonable investigation of Boomi Services outages, security issues, and any suspected breach of this Section, and shall, at its expense, defend Boomi and its Affiliates from any claim, suit, or action by a third party (a "**Third Party Claim**") alleging harm caused by Customer's breach of this Section. Customer shall pay any judgments or settlements reached in connection with the Third Party Claim as well as Boomi's costs of responding to it.

**14. Additional Matters For ManyWho Customers.** If Customer uses a Boomi Service in connection with creation and hosting of external-facing websites, Customer shall comply with applicable law in any use of cookies or other tracking technologies on such websites. If Boomi is required to take any action because of Customer or its Third Party Users violating applicable law or third-party rights, Customer will fully cooperate with any legal duties or related instructions of Boomi, and will promptly remove any illegal or offensive content from Customer systems. Boomi may also disable the applicable content, or Boomi ManyWho service or any application interacting therewith, until the potential violation is resolved. Boomi may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-ManyWho Applications and implementation and other consulting services. A "**Non-ManyWho Applications**" means a web-based or offline software application that is provided by Customer or a third party and interoperates with the Boomi ManyWho service sold hereunder, including, for example, an application that is developed by or for Customer or is listed on a Marketplace, i.e., an online directory, catalog or marketplace of applications that interoperate with the Boomi ManyWho Services.

Any acquisition by Customer of non-ManyWho products or services, and any exchange of data between Customer and any non-ManyWho provider, is solely between Customer and the applicable non-ManyWho provider. Boomi does not warrant or support Non-ManyWho Applications or other non-ManyWho products or services. If Customer installs or enables a Non-ManyWho Application for use with a Boomi ManyWho Service, Customer grants Boomi permission to allow the provider of that Non-ManyWho Application to access Customer data as required for the interoperation of that Non-ManyWho Application with the Boomi ManyWho Service. Boomi is not responsible for any disclosure, modification or deletion of any data resulting from access by a Non-ManyWho Application.

Boomi ManyWho Services may contain features designed to interoperate with Non-ManyWho Applications. To use such features, Customer may be required to obtain access to Non-ManyWho Applications from their providers, and may be required to grant Boomi access to Customer account(s) on the Non-ManyWho Applications. If the provider of a Non-ManyWho Application ceases to make the

Non-ManyWho Application available for interoperability with the corresponding Boomi ManyWho Service features on terms acceptable to Boomi, Boomi may cease providing those features without entitling Customer to any refund, credit, or other compensation.

## 15. General.

(a) **Governing Law and Venue.** (a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to any conflict of laws principles that would require the application of laws of a different state. Any action seeking enforcement of this Agreement or any provision hereof shall be brought exclusively in the state or federal courts located in England and Wales. Each party hereby agrees to submit to the jurisdiction of such courts. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated.

(b) **Assignment.** Except as otherwise set forth herein, Customer shall not, in whole or part, assign or transfer any part of this Agreement, the Licenses granted under this Agreement or any other rights, interest or obligations hereunder, whether voluntarily, by contract, by operation of law or by merger (whether that party is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or order, or otherwise without the prior written consent of Boomi. Any attempted transfer or assignment by Customer that is not permitted by this Agreement shall be null and void.

(c) **Severability.** If any provision of this Agreement, including but not limited to those that limit, disclaim or exclude warranties, remedies, or damages, shall be held by a court of competent jurisdiction to be contrary to law, such provision shall be enforced to the maximum extent permissible and the remaining provisions of this Agreement shall remain in full force and effect. The parties agree: (1) they have relied on the damage and warranty limitations and exclusions set forth in this Agreement; (2) they acknowledge the terms represent the allocation of risk as set forth in the Agreement; and (3) they would not enter into this Agreement without such terms.

(d) **Use by U.S. Government.** The Software is a "commercial item" under FAR 12.201. Consistent with FAR section 12.212 and DFARS section 227.7202, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software or Documentation by the U.S. government is prohibited except as expressly permitted by the terms of this Agreement. In addition, when Customer is a U.S. government entity, the language in Subsection (ii) of the *Infringement Indemnity* Section of this Agreement and the *Injunctive Relief* Section of this Agreement shall not be applicable.

(e) **Notices.** All notices provided hereunder shall be in writing and addressed to the legal department of the respective party or to such other address as may be specified in an Order or in writing by either of the parties to the other in accordance with this Section. Except as may be expressly permitted herein, notices may be delivered personally, sent via a nationally recognized courier or overnight delivery service. Any legal notice to Boomi must be sent simultaneously to Boomi Legal by email to boomilegal@dell.com or mailed by first class mail, postage prepaid. All notices, requests, demands or communications shall be deemed effective upon personal delivery or, if sent by mail, four (4) days following deposit in the mail in accordance with this paragraph, or if sent by email, the following business day.

(f) **Waiver.** Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

(g) **Counterparts.** This Agreement and the applicable Order(s) may be executed in one or more counterparts, including by facsimile, electronically, or via scanned copies, each of which shall be deemed an original and shall constitute one and the same instrument.

(h) **Force Majeure.** Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, and power failures. For added certainty, this Section shall not operate to change, delete, or modify any of the parties' obligations under this Agreement (e.g., payment), but rather only to excuse a delay in the performance of such obligations.

(i) **Equal Opportunity.** Boomi Software Inc. is a federal contractor and Affirmative Action employer (M/F/D/V) as required by the Equal Opportunity clause C.F.R. § 60-741.5(a).

(j) **Headings.** Headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement. This Agreement will not be construed either in favor of or against one party or the other, but rather in accordance with its fair meaning. When the term "including" is used in this Agreement it will be construed in each case to mean "including, but not limited to."

(k) **Legal Fees.** If any legal action is brought to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and other collection expenses, in addition to any other relief awarded.

(l) **Entire Agreement.** This Agreement is intended by the parties as a final expression of their agreement with respect to the subject matter thereof and may not be contradicted by evidence of any prior or contemporaneous agreement unless such agreement is signed by both parties. In the event of a conflict or ambiguity between this Agreement and the terms of any online documents incorporated into an Order or Service Order, the terms of this Agreement shall control. For the avoidance of doubt, the terms of any such online documents shall not operate to modify the terms of this Agreement. In the absence of such an agreement, this Agreement and the applicable Order

and/or Service Order shall constitute the complete and exclusive statement of the terms and conditions and no extrinsic evidence whatsoever may be introduced in any judicial or arbitral proceeding that may involve the Agreement. Each party acknowledges that in entering into the Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Agreement. In those jurisdictions where an original (non-faxed, non-electronic, or non-scanned) copy of an agreement or an original (non-electronic) signature on agreements such as this Agreement or an Order or Service Order is required by law or regulation, the parties hereby agree that, notwithstanding any such law or regulation, a faxed, electronic, or scanned copy of and a certified electronic signature on this Agreement or any Order or Service Order shall be sufficient to create an enforceable and valid agreement. The terms of this Agreement shall control over any conflicting terms and conditions contained in an Order or Service Order. Neither this Agreement, nor an Order or Service Order, may be modified or amended except by a writing executed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement or an Order or Service Order.

**Signatures on the Following Page**

IN WITNESS WHEREOF, Boomi and Customer have caused this Agreement to be executed and delivered by their respective duly authorized representatives.

**Boomi, Inc.**

**Customer:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Professional Services Addendum

The following Professional Services Addendum ("Addendum") is only applicable to purchases of Professional Services from Boomi, as defined in the Parties' Boomi Master Services Agreement ("Agreement"); it does not apply to Customers who are purchasing only Boomi Services (as defined in the Agreement) - such as the Boomi AtomSphere service.

**1. Definitions.** Unless otherwise herein defined, capitalized terms used herein shall have the same meaning as in the Agreement.

"Activities" are consulting and/or training services to be performed by Boomi pursuant to a Service Order.

A "Day" is eight (8) hours.

For a "Fixed Price SO," Project Deliverables are provided for a set fee, regardless of the Time required to perform or create them.

"Prepaid Time" is Time for which Customer is invoiced immediately following the full execution of the SO or in a manner otherwise stated as Prepaid Time in the applicable SO.

A "Project Deliverable" is a discrete task to be completed or item to be created as part of a Fixed Price SO.

"Time" is the quantity of Days or hours stated in a T&M SO.

A "Time and Materials SO" or "T&M SO" is the SO in which Activities are provided on a per-hour or per-Day basis.

A "Workday" is a calendar day during which Boomi performs Professional Services.

### 2. Process.

(a) **Purchase Orders.** Except as otherwise stated in the SO, Boomi shall process the SO upon receipt of Customer's purchase order ("PO") for the Professional Services and the estimated travel and living expenses, each as stated in the fees table of the SO. Estimated travel and living expenses stated in the SO shall be included as a separate line item on the PO. Boomi, in its sole discretion, may waive the requirement for a PO if the estimated total fees are over twenty-five thousand dollars (\$25,000.00) or if Customer confirms in writing that it does not issue PO's for services such as those being provided by the SO or for reimbursable travel and living expenses.

(b) **Resources.** The project team shall be assigned following Boomi's receipt of the SO executed by Customer and Customer's PO (if required). The Professional Services shall start upon mutual agreement of the parties. Boomi shall be responsible to Customer for the acts and omissions of its contractors (if any) in the course of their performance of Professional Services under the SO.

(c) **Termination.** If Boomi terminates a Services Order due to Customer's uncured breach of this Agreement, Customer shall pay Boomi for the full balance of the Services Order and all hours that Boomi has worked on uncompleted Deliverables at Boomi's then-current hourly rate and all hours Boomi had stated the project was to take, in the SO, as well as all expenses incurred by Boomi. If Boomi terminates a T&M Service Order, as defined in this Addendum (if any) due to uncured breach, Customer shall not be entitled to a refund of any unused prepaid fees purchased under the applicable T&M Service Order. This section shall supplement Section 6 of the Agreement, on Termination, with regard to Professional Services. In the event that a Service Order is terminated, such termination shall not affect any other pending Orders under the Agreement.

(d) **Assumptions and Customer Obligations.** Customer agrees to sign weekly Time and Activity reports to confirm the performance of the Activities and, if training classes are being provided under the SO, sign the course evaluation forms prior to the departure of the on-site trainer. If the weekly Time and Activity reports are not signed by Customer within five (5) days of their delivery or Customer has not submitted a written request for adjustment, they shall be considered to be correct and accepted by Customer. Also, Customer shall:

- Commit a technical resource, as may be required, to provide Boomi with the assistance required to perform the Activities or complete the Project Deliverables.
- Provide Boomi consultants with adequate and appropriate accommodations at Customer's site, as well as access to Customer's servers, systems and data, as may be required, to perform the Activities or complete the Project Deliverables.
- Provide project team members with suitable business expertise, technical expertise and decision-making authority to ensure efficient project progress.
- On request, provide the Boomi project manager with applicable documentation of Customer's current business practices applicable to the Professional Services to be performed under the SO.

(e) **Completion of Project Deliverables.** *This Section 2(e) applies only to Fixed Price SO's.* Following the completion and delivery of the Project Deliverable(s), Boomi shall notify Customer in writing that the Project Deliverable(s) have been performed or created and delivered. Within 10 calendar days of the delivery of the Project Deliverable(s) to Customer (the "**Completion Acknowledgement Period**"), if Customer determines that the Project Deliverable(s) have not been completed in substantial conformance with their descriptions in the SO, it shall so notify Boomi in writing and describe each non-conformance ("Notice of Non-Conformance"). Upon Boomi's receipt of a Notice of Non-Conformance, Boomi shall re-perform or re-create the non-conforming Deliverables and a new Completion Acknowledgement Period will begin upon delivery of the revised Deliverables. If Customer does not provide a Notice of Non-

Conformance by the end of the Completion Acknowledgement Period, the Project Deliverables shall be deemed completed. Nothing in this Section 2(e) shall affect Customer's rights under Section 6 (Warranty).

**3. Time.** A T&M SO will contain the Time that Boomi has estimated in good faith to be required to perform the Activities described in the T&M SO ("**Estimated Time**"). Boomi shall use commercially reasonable efforts to complete the Activities within the Estimated Time; however, Boomi does not represent or warrant that it can or shall do so. Boomi shall promptly notify Customer if it determines that more Time shall be required to complete the planned Activities and shall not perform Activities beyond the Time without an executed amendment to the T&M SO. Following Customer's email or other approval, Boomi may reallocate the Time stated in a T&M SO among the various resources stated in the fees table of the SO, provided such reallocation does not exceed the Estimated Time set forth therein. Activities shall use Prepaid Time, if any, before non-Prepaid Time.

#### **4. Fees and Expenses.**

- (a) Unless the SO indicates that Travel Expenses are included in the rate or otherwise not chargeable, Customer agrees to reimburse Boomi for the travel and living expenses reasonably incurred in the performance of each SO ("**Travel Expenses**"). Travel Expenses are estimated in the fees table of the SO and, unless stated otherwise in the SO, shall be subject to the following:
- Airline fares shall be coach or "Y" class fares; however, whenever possible, Boomi shall purchase discounted airfares.
  - Car rental shall be a midsize car or smaller. Mileage reimbursement for personal cars used, if any, shall not exceed the current Internal Revenue Service approved reimbursement per mile.
  - Lodging shall be in standard hotel rooms, unless otherwise agreed to by Customer. Boomi shall seek competitive lodging rates and shall attempt to take advantage of any special discounts, which may be negotiated by Customer at local hotels.
  - Meals for Professional Services performed in North America, including travel days, shall be billed at sixty dollars (\$60.00) per day; no receipts for meals shall be provided.

Customer's execution of a SO that includes Travel Expenses constitutes approval for Boomi to incur and be reimbursed for Travel Expenses up to the amount of the estimated Travel Expenses in the SO. No Travel Expenses shall be charged for Time designated as "Remote" in the SO.

(b) **Dates Valid.** The prices in a SO are valid for Activities performed within one (1) year of the date of Customer's execution of the SO. Any Prepaid Days unused after twelve (12) months from the date of the full execution of the SO shall expire without the right of refund.

(c) **Normal Business Hours, Weekends, and Holidays.** Unless otherwise agreed by the parties, Professional Services shall be performed Monday through Friday between the hours of 7:00 a.m. to 8:00 p.m. local time ("**Normal Business Hours**"), excluding weekends and holidays. Under a T&M SO, a Workday is eight (8) hours and equivalent to a Day; however, upon mutual agreement by the parties, Boomi may work more than eight (8) hours in a Workday and may work four (4) ten-hour Workdays in a calendar week. For billing purposes under a T&M SO, a Workday on which Boomi works ten (10) hours is equal to, and billable as, one and one quarter (1.25) Days; a week in which Boomi works four (4) ten-hour Workdays is equal to, and billable as, five (5) Days.

Boomi shall only perform Professional Services after Normal Business Hours or on weekend and holiday Workdays if authorized to do so by Customer in writing. Customer requests for Weekend and holiday Workdays must be scheduled at least fifteen (15) days in advance and be for a minimum of one (1) Day. Under a T&M SO, if Activities are performed after Normal Business Hours or on a weekend or Boomi holiday Workday, one and one half (1.5) hours shall be charged for each hour outside of Normal Business Hours, one and one half (1.5) Days shall be charged for each weekend Workday on which Activities are performed and two (2) Days shall be charged for each holiday Workday on which Activities are performed. If Activities using Prepaid Time are performed after Normal Business Hours or on a weekend or Boomi holiday Workday, one and one half (1.5) hours shall be used from the estimated Time for each hour outside of Normal Business Hours, the estimated Time shall be used at the rate of one and one half (1.5) Days for each weekend Workday on which Activities are performed and two (2) Days for each holiday Workday on which Activities are performed.

#### **5. Warranty.**

(a) **Performance.** Boomi warrants that the Professional Services shall be performed in a workmanlike, manner and with professional diligence and skill and that the Project Deliverables shall substantially conform to their descriptions in the Fixed Price SO and shall be consistent with applicable Boomi product manuals or Documentation. As Customer's exclusive remedy and Boomi's sole obligation for any and all breaches of the foregoing warranty, Boomi shall, at its option and expense, either re-perform any nonconforming Professional Services reported to Boomi, in writing, by Customer within thirty (30) days of the performance of the Professional Services or refund the fees paid for such nonconforming Professional Services.

(b) **Right to Perform.** Boomi warrants that it has all necessary licenses and permits required to perform the Professional Services., Customer's sole and exclusive remedy, and Boomi's entire liability for any breach of the warranty in the preceding sentence, shall be for Boomi to perform its obligations under the *INFRINGEMENT INDEMNITY* Section of the Agreement.

THE EXPRESS WARRANTIES AND REMEDIES IN THIS SECTION 5 ARE THE ONLY WARRANTIES AND REMEDIES PROVIDED IN CONNECTION WITH THE SERVICES, DELIVERABLES AND ACTIVITIES COVERED BY THIS ADDENDUM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM TRADE USAGE OR COURSE OF DEALING OR PERFORMANCE.

6. **License to Service Materials.** During Boomi's performance of the Professional Services, if Boomi creates any documentation, training materials, software scripts or advisory information (the "Materials"), such Materials are solely for use in connection with implementing the Boomi Services during the term of the Agreement and as paid for under Orders and SO's. Boomi does not agree to create any intellectual property to be assigned to Customer, and Boomi retains ownership of all know-how, ideas, techniques, documentation, and software scripts employed by Boomi to help customer as provided in the SO. Upon Boomi's receipt of payment for the Professional Services, Customer is granted a non-exclusive, non-sublicensable license to use the Materials, solely for internal business purposes in connection with the use of the Boomi Service during the Customer's paid subscription to it (for example, the AtomSphere service). Each party shall retain ownership of its own Confidential Information. No Customer intellectual property ownership rights are assigned to Boomi hereunder and no Boomi intellectual property ownership rights are assigned to Customer.