

VARNISH GENERAL TERMS AND CONDITIONS

FOR

SUBSCRIPTION OF SOFTWARE AND SERVICES

1. Introduction and agreement structure

- 1.1. These general terms and conditions for subscription of Software and Services (this “**Subscription Agreement**”) are made and entered into to be effective on the date stated on the Order (the “**Effective Date**”), by and between the entity within the Varnish corporate group identified in Section 20 (“**Varnish**”) and the customer identified with full corporate name and registered address on the Order (“**Customer**”); each a “**Party**” and together the “**Parties**”.
- 1.2. This Subscription Agreement is an as-ordered agreement; thus, no obligations shall arise between the Parties unless a specific Order has been agreed upon and duly executed by both Parties.
- 1.3. This Subscription Agreement, as amended from time to time, contains the terms and conditions upon which an Order is based on and therefore these terms and conditions are incorporated and made part of each Order.
- 1.4. In case of conflict between the different documents this main document shall prevail and then the appendices in regard to its numbering, then the Statement of Work, and last the relevant Order. No Order or Statement of Work may alter or change any terms and conditions of this Subscription Agreement.

2. Definitions

“**Auditor**” means a licensed auditor from an international, independent and reputable auditing firm.

“**Customer Data**” means any data, information, or material provided or submitted by Customer to Varnish in the course of receiving the Services.

“**Defect**” means a reproducible defect or error in a Software that materially prevents normal execution.

“**Documentation**” means the documentation and manuals as provided by Varnish from time to time in electronic form and in the English language.

“**Effective Date**” means the date when the relevant Order is duly executed by both Parties.

“**Go Live Date**” means the earliest date of (a) the date when Customer accepts the Result of the Onboarding Services, (b) the date on which the Parties agree that the success criteria in the Statement of Work are met, (c) the date when the Result is put into production or commercially used, or (d) thirty (30) days after delivery of the Onboarding Services unless Customer can reasonably show there are material Defects to the Result.

“**Initial Subscription Term**” means the first term of any Order and as defined in Section 18.

“**Intellectual Property Rights**” means any unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

“**Major Release**” means a new release of a Software supported by Varnish that adds features and functionality improving overall product performance, efficiency and/or usability, and designated by Varnish as a replacement for any previous Major Release.

“**Minor Release**” means, as designated by Varnish, a correction, extension, or fix to an existing release of Software, generally designed to address one or more errors or reduce the effects thereof. A Minor Release can include minor feature and functionality changes and enhancements.

“**Onboarding Services**” means the onboarding services specified in a Statement of Work provided by Varnish to Customer, and which may or may not build on Varnish POC implementation services.

“**Order**” means an order, provided by Varnish and duly executed by both Parties, evidencing the Software and/or Services to be provided by Varnish under this Subscription Agreement, specifying, among other things, to the extent relevant, Subscription Term, Subscription Fees, maximum number of Software instances, existing number of Varnish open-source instances, billing period, attached Statement of Work(s), timelines, acceptance procedures.

“**Renewal Subscription Term**” mean any subsequent term following the Initial Term of any Order and as defined in Section 18.

“**Result**” means the result of the Onboarding Service as specified in a Statement of Work.

“**Services**” mean Onboarding Services, Support Services and any other services provided by Varnish to Customer under this Subscription Agreement, as applicable.

“**Software**” shall mean software products provided by Varnish pursuant to the terms and conditions of this Subscription Agreement and further outlined in the relevant Order with its appendices.

“**Standard Onboarding Services**” means thirty (30) man-hour Onboarding Services, which may include a) installing, b) setting up, c) testing, and d) debugging until stable operation, for relevant Varnish products covered by this Agreement, and as further specified in a Statement of Work.

“**Statement of Work**” (SoW) means the specification of Onboarding Services, including maximum number of Software instances, onboarding period, agreed success criteria and any other details of the Onboarding Services.

“**Subscription(s)**” means a subscription for Software and Support Services as specified in an Order.

“**Subscription Agreement**” means these terms and conditions, any appendices, any Order, any Statement of Work and any document incorporated by reference into and made part of this Subscription Agreement.

“**Subscription Fee**” means the fee as stated in the relevant Order covering the Subscription ordered (Software and Support Services).

“**Subscription Term**” means the term during which the Subscription license is granted under an Order, and as defined in Section 18.

“**Support Services**” shall mean the support services provided by Varnish in relation to Software, pursuant to the terms and conditions of this Subscription Agreement and further outlined in the relevant Order with its appendices.

“**Supported Release**” means for (a) Major Releases, the latest Major Release, and the previous Major Release for 12 months after the release of the latest Major Release, and for (b) Minor Releases, the latest Minor Release and the previous Minor Release up to 30 days after the release of the latest Minor Release; however, if Customer reports an error in Software that is corrected in a later released version of Software, Customer is required to upgrade, and further if Customer has modified Software in any way then Varnish is not obliged to support the modified versions.

“**Warranty Period**” means the warranty period stated in an Order or zero days, whichever is longer.

3. Scope and performance

All Subscriptions (including Software and Support Services), Onboarding Services and all other services to be provided by Varnish under this Subscription Agreement, shall be ordered and specified in an Order.

4. License grant to Software

4.1. License. Subject to the terms and conditions of this Subscription Agreement and the Order, and during the Subscription Term, Varnish hereby grants to Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable license to use Software solely for the purpose of the Customer's internal business activities and in accordance with the provisions set out in this Subscription Agreement and the Order.

4.2. Sublicense. Notwithstanding the above, if expressly agreed between the Parties in an Order, Customer may sublicense any license granted to Customer under this Subscription Agreement on the same terms and conditions as set out herein to a company named and specified (including company name and corporate details) in the Order.

5. Software license limitations and Customer obligations

5.1. General license limitations. Subject to mandatory applicable law, Customer shall not: (a) license, sublicense (unless in accordance with Section 4.2), sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party Software, Documentation and/or Results in any way; (b) modify or make derivative works based upon Software, Documentation and/or Results; (c) provide Software, Documentation and/or Results as a cloud service, service bureau, or outsourcing service; or (d) reverse engineer or access Software, Documentation and/or Results in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of Software, Documentation and/or Results, or (iii) copy any ideas, features, functions or graphics of Software, Documentation and/or Results.

5.2. Maximum number of Software instances. The maximum number of Software instances that may be installed by Customer shall be specified in the Order and/or Statement of Work. Notwithstanding anything to the contrary in this Subscription Agreement or otherwise between the Parties, if Customer at any time exceeds the maximum number of Software instances (also considering and accounting for any instances of any open-source version of Varnish software, see Section 5.3), Customer shall indemnify and hold Varnish and Varnish's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with Customer's breach of this Section 5.2. The Customer, and the Customer's affiliates (if relevant) shall fully co-operate to determine the number of instances the Customer has installed, irrespective if these are open-source versions of Varnish software or Software instances.

5.3. Maximum number of open-source instances. If Customer, as of the Effective Date, has installed or, during the Agreement Term, installs any instances of any open-source version of Varnish software (such as community versions of Varnish Cache), Customer acknowledges and agrees that all such open-source instances shall be accounted for, and form basis for, the calculation of the Software instances for the purposes of ensuring that Customer does not exceed the maximum number of Software instances, as set forth in Section 5.2.

5.4. Maximum number of copies. Subject to Sections 5.2 and 5.3, Customer may possess only the number of copies of Software, Documentation and/or Results as needed to fully benefit from this Subscription Agreement and may use such copies only in accordance with the relevant Order, this Subscription Agreement and the Documentation.

5.5. Maximum number of Software licenses. Customer may possess and utilize only the number of Software licenses as ordered in an Order and fully paid for. Should it be apparent that the Customer uses additional Software licenses not ordered and paid for, this shall be considered a material breach of the Agreement, and Varnish may cancel the Agreement (at its discretion) and/or claim the Customer for past non-payment at the agreed fees multiplied by two. The Parties agree that the beforementioned remedies will not be the exclusive remedies for such breach.

5.6. Hardware and other software. Customer shall be solely responsible for acquiring and maintaining all hardware and associated operating software and all third-party software, except to the extent embedded into Software.

5.7. Need-to-know basis. Customer undertakes not to provide or make Software, Documentation and/or Results or any portions or aspects thereof (including any methods or concepts utilized therein) available to any person except to employees or consultants of Customer on a need-to-know basis. Customer shall remain fully responsible and liable to Varnish for any such use by its employees and consultants.

6. Software specific warranty

6.1. Specific warranty. Varnish warrants that at the time of delivery of Software, and during the Warranty Period, Software shall, in all material respects, function in accordance with the Documentation.

6.2. Defects. If Customer finds a Defect during the Warranty Period, Varnish shall use its best efforts to provide a solution as soon as feasible.

7. Onboarding Services

7.1. Scope of Services. Unless otherwise agreed by the Parties in writing, Varnish will provide to Customer Onboarding Services and Standard Onboarding Services as specified in the Order and a Statement of Work attached to the Order.

7.2. License to Results of Onboarding Services. Varnish grants to Customer a perpetual, irrevocable, non-exclusive, assignable, royalty-free, fully paid up (upon payment of all fees) license to the Result of the Onboarding Services.

7.3. Performance. Varnish shall:

- a) perform the Onboarding Services, in all material respects, in accordance with this Subscription Agreement, the Statement of Work and the Order;
- b) use the resources deemed suited by Varnish and may freely replace such resources, unless otherwise agreed in the Statement of Work; and
- c) be responsible for the management, planning of details and the performance of the Onboarding Services.

7.4. Customer's obligations. In order for Varnish to deliver the Onboarding Services, Customer shall comply with the obligations under this Section 7, the Statement of Work and the Order. Customer shall at its own expense provide Varnish with:

- a) all data and information required to carry out the Onboarding Services; and
- b) reasonable access to Customer premises and/or remote access to Customer's technical environment and such equipment required to carry out the Onboarding Services; and
- c) personnel, to the extent stated in the relevant Statement of Work.

7.5. Fees for Onboarding Services. The Subscription and Subscription Fee includes five (5) man-hours of Onboarding Services provided by Varnish to Customer, unless otherwise agreed in the Order and/or Statement of Work. Customer must use the designated man-hours within the period specified in the Statement of Work or, in case no period is specified, within reasonable time after the Effective Date, however, but no longer than forty-five (45) days after the Effective Date after which such man-hours will lapse (unless

otherwise agreed in the Order and/or Statement of Work). Unless otherwise agreed by the Parties in writing, the Customer is also obliged to purchase Standard Onboarding Services in accordance with Varnish's then current price list. For any Services provided outside of the scope of the Standard Onboarding Services and the Onboarding Services included in the Subscription and Subscription Fee, Varnish shall charge Customer on a time and material basis in accordance with Varnish's then current price list.

- 7.6. Delivery and delays. The Parties shall agree in a Statement of Work on a time schedule for delivery of the Onboarding Services.
- 7.7. If Varnish is prevented from providing the Onboarding Services due to circumstances for which Varnish or its sub-contractor is not responsible, then the time schedule shall be adjusted accordingly. A Party shall immediately notify the other as soon as it becomes aware of any circumstance which may materially affect the time schedule.
- 7.8. If and to the extent that Varnish fails to meet a milestone that is expressly connected to liquidated damages (as applicable and as specified in the Statement of Work), and where the delay is due to circumstances for which Varnish is solely responsible, Varnish shall pay to Customer liquidated damages of one (1) percent of the total fees for the Onboarding Services under the relevant Statement of Work per week in delay, with a maximum of twenty (20) percent of such fees. These liquidated damages shall be the sole, full and exclusive remedy and compensation to be received by Customer for any delay in performing the Onboarding Services or part thereof.
- 7.9. Customer shall have forfeited his right to liquidated damages if Customer does not lodge a claim for such liquidated damages within three (3) months after the Go Live Date.
- 7.10. If Customer is entitled to maximum liquidated damages pursuant to this Section 7 and if Varnish has not completed the Implementation Services within sixty (60) days thereafter, Customer shall have the right to terminate this Subscription Agreement and receive a refund of all fees paid by Customer to Varnish under the relevant Statement of Work.

8. Support Services

- 8.1. Scope of Services. Support Services are included in the Subscription and further specified in the relevant Order. The scope and service levels of the Support Services shall be stated in the Order.
- 8.2. Performance. Varnish shall:
 - a) perform the Support Services, in all material respects, in accordance with this Subscription Agreement and the Order;
 - b) use the skill, speed and due care which Customer reasonably may expect;
 - c) use the personnel deemed suited by Varnish and may freely replace personnel; and
 - d) be responsible for the management, planning of details and the performance of the Support Services.
- 8.3. Customer's obligations. In order for Varnish to be able to supply the Support Services to Customer, Customer shall at its own expense:
 - a) at all times undertake the recommended maintenance of Software and seek to solely remedy faults and resolve problems which, in Varnish's reasonable opinion, can be remedied or resolved by Customer without expert assistance from Varnish;
 - b) ensure its maintenance personnel is sufficient in number and have been adequately trained and is competent to carry out the Customer's obligations stipulated in this Subscription Agreement and the relevant Order;
 - c) appoint adequately trained personnel for the purpose of liaison with Varnish relating to the Support Services;

- d) maintain an electronic security backup of any Software and Customer's specific configurations and data;
- e) keep Software upgraded to a Supported Release, following the release cycles provided by Varnish at any point in time;
- f) ensure that all reasonable efforts are made to determine the source of a problem prior to reporting problems to Varnish, and when reporting a problem provide all information reasonably requested by Varnish, and co-operate with Varnish to establish agreed prioritization levels;
- g) provide Varnish with all data and information necessarily required to carry out the Support Services;
- h) provide Varnish with access to Customer's premises and equipment to the extent necessarily required to carry out the Support Services; and
- i) provide Varnish with personnel, if required, to the extent stated in the relevant Order.

- 8.4. Customer shall actively contribute to the Support Services in order to ascertain the due and proper execution of the Support Services in the contemplated manner and by the stipulated time. Customer shall in connection therewith make timely examination and assessment of results and reports provided by Varnish.

9. Ownership and Intellectual Property Rights

- 9.1. No IPR transfers. Notwithstanding anything to the contrary, nothing in this Subscription Agreement or otherwise between the Parties shall be construed as transferring or assigning the title or ownership of any Intellectual Property Rights.
- 9.2. Varnish ownership. Varnish or its licensors shall exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to Software, Services, Documentation, Results, any Varnish technology, and any suggestions, ideas, enhancement requests, feedback, recommendations and other information provided by Customer and/or any other party relating to Software, Services, Results and Documentation. Varnish's name, trademark, logo, and the product names associated with Software, Services, Documentation, Results, any Varnish technology are trademarks of Varnish or third parties, and no right or license is granted to use them.
- 9.3. Know-how. Customer understands and agrees that Varnish's know-how is used in Software, Services, Documentation, Results, any Varnish technology and nothing in this Subscription Agreement shall prevent Varnish from using its know-how for other projects or other parties. No exclusivity to know-how, workflows, processes, procedures, models or otherwise is granted under this Subscription Agreement.
- 9.4. No work for hire. For the avoidance of doubt, the Parties agree that no part of this Subscription Agreement, Onboarding Services, Support Service or any other services provided hereunder shall be considered "work for hire" pursuant to 17 U.S.C. Section 201(b) or similar under any legal doctrine.

10. Infringement indemnification

- 10.1. Varnish indemnity. Varnish shall indemnify and hold Customer and Customer's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that Software directly infringes any Intellectual Property Rights of a third party.
- 10.2. Customer indemnity. Varnish shall have no indemnification obligation, and Customer shall indemnify and hold Varnish and Varnish's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs,

damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that (a) the combination of Software with any of Customer's products, services, hardware or business process(es), or (b) changes to Software made by Customer (or any third party engaged by Customer), infringes any Intellectual Property Rights of a third party.

- 10.3. Procedure. The indemnity obligations above shall only apply provided that the Party to be indemnified: (a) promptly after becoming aware of a claim or a potential claim, provides written notice of the claim to the indemnifying Party; (b) gives the indemnifying Party sole control of the defense and settlement of the claim (provided that the indemnifying Party may not settle or defend any claim unless it unconditionally releases the other Party of all liability and such settlement does not affect the other Party's business); (c) provides to the indemnifying Party all available information and assistance; and (d) has not compromised or settled such claim.
- 10.4. Replacement software, etc. If any Software is, or in Varnish's opinion is likely to be, held to be infringing, Varnish may, at its expense: (a) procure the right for Customer to continue using it, (b) replace it with a non-infringing equivalent, or (c) modify it to make it non-infringing (so long as it is in all material respects functionally equivalent to the infringing Software).
- 10.5. Software to be kept upgraded. Notwithstanding anything to the contrary in this Subscription Agreement, Varnish shall have no indemnification obligation, unless Customer keeps Software upgraded to a Major Release version not older than n-1.

11. Fees and payment terms

- 11.1. Fees. Customer shall pay all fees and/or charges, including the Subscription Fees, to Varnish in accordance with the fees, charges, and billing terms as stated in the relevant Order.
- 11.2. Taxes, etc. Varnish's Subscription Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, including but not limited to VAT, GST and WHT, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on Varnish's income. For the avoidance of doubt, Customer agrees to pay any sales, value-added, source/withholding or similar taxes imposed by applicable law. This shall imply that Varnish shall receive, free from liability for any such taxes, a net amount equal to the amount Varnish would have received and retained if such taxes had not existed.
- 11.3. In the event Customer under the present or future laws of its country of incorporation is obliged to deduct from payments to Varnish any amount by reason of any taxes or duties levied on Customer, then Customer shall increase and gross up all payments to Varnish with an amount sufficient in order to cover any deductions, so as to hold Varnish harmless.
- 11.4. Expenses. Varnish shall be entitled to reimbursement of all reasonable expenses incurred in the provision of Services under this Subscription Agreement. Such expenses include, but are not limited to, airfare, local transportation, lodging and allowances such as per diem.
- 11.5. Fee adjustments. Varnish is entitled to adjust the Subscription Fees at the commencement of each Renewal Subscription Term, provided that Varnish provides notice at 120 days prior to the effective date of the new Renewal Subscription Term.
- 11.6. Disputed invoices. If Customer believes a bill is incorrect, Customer must contact Varnish in writing within thirty (30) days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

12. Customer Data and data protection

- 12.1. Customer Data. Customer owns all Customer Data. Customer, not Varnish, shall have sole responsibility for the

accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Varnish shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

- 12.2. Varnish as data processor. Customer shall, as far as possible, refrain from sharing any personal data with Varnish in connection with Varnish's provision of Support Services (see Section 12.3 regarding contact details to Customer's representatives). However, if Varnish processes personal data on behalf of Customer in connection with the Support Services, Varnish shall be considered data processor for such personal data, and Customer shall be considered data controller (each term as defined under applicable privacy laws). In such case, and if required under applicable laws, the Parties shall enter into a separate data processing agreement covering Varnish's personal data processing.
- 12.3. Varnish as data controller. If Varnish receives personal data of Customer's representatives under this Subscription Agreement (such as details to contact person for handling of Support Service requests and notifications, or otherwise in connection with the administration of the Varnish-Customer relationship), Varnish shall be considered data controller for such personal data and shall process such data in accordance with applicable privacy laws (each term as defined under applicable privacy laws). For the avoidance of doubt, no data processing agreement is required for this kind of processing.

13. Third-party components and open-source software

- 13.1. Components embedded in Software. Varnish takes full responsibility for third-party components, including any open-source software, embedded in Software as delivered by Varnish. A current list of the third-party components is available upon request.
- 13.2. Components not embedded in Software. In case the solution provided by Varnish contains third-party components not embedded in Software, Varnish shall use best efforts to protect the Customer's interests when dealing with its third-party suppliers. However, Varnish has no liability for third-party components, including any open-source software, not embedded in Software.

14. Warranties and disclaimer of warranties

- 14.1. Legal authority. Each Party represents and warrants that it has the legal power and authority to enter into this Subscription Agreement.
- 14.2. Customer information. Customer warrants that all information given to Varnish is, in all material respects, true, correct and not misleading.
- 14.3. Provision of Services. Varnish shall perform the Services in all material respects, in accordance with the provisions of this Subscription Agreement.
- 14.4. Software. Varnish warrants that Software does not contain any viruses or other malicious code that can be detected by state-of-the-art anti-virus scanners.
- 14.5. EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS SECTION, VARNISH GRANTS NO OTHER WARRANTIES RELATING TO DEFECTS IN THE DESIGN WORKMANSHIP, PERFORMANCE OR MATERIALS OF THE SOFTWARE AND/OR THE SERVICES, AND ALL OTHER CONDITIONS, WARRANTIES, STIPULATIONS OR OTHER STATEMENTS WHATSOEVER, WHETHER EXPRESS OR IMPLIED, BY STATUTE AT COMMON LAW OR OTHERWISE HOWSOEVER, RELATING TO SUCH DEFECTS IN THE SOFTWARE AND/OR THE SERVICES, ARE HEREBY EXCLUDED; IN PARTICULAR (BUT WITHOUT LIMITATION OF THE FOREGOING) VARNISH GRANTS NO WARRANTIES (OTHER THAN AS PROVIDED IN THE WARRANTIES SET OUT ABOVE) REGARDING THE FITNESS FOR PURPOSE, PERFORMANCE, USE, QUALITY OR MERCHANTABILITY OF THE SOFTWARE AND/OR THE SERVICES, WHETHER EXPRESS OR IMPLIED, BY

STATUTE AT COMMON LAW OR OTHERWISE HOWSOEVER.

15. Limitation of liability

15.1. TO THE FURTHEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH SOFTWARE AND/OR SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SOFTWARE AND/OR SERVICES, OR FOR ANY CONTENT OR DATA OBTAINED FROM OR THROUGH THE SOFTWARE OR SERVICES, ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH HEREIN WILL NOT APPLY TO EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS SUBSCRIPTION AGREEMENT OR IN CASE OF (A) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (B) DEATH OR PERSONAL INJURY OR (C) BREACH OF CONFIDENTIALITY.

16. Audit

16.1. Auditor. Customer shall permit an Auditor appointed by Varnish to monitor the use of Software (including Customer's compliance with the maximum number of Software instances as set forth in Sections 5.2 and 5.3), by Customer at all reasonable times during normal business hours. The Auditor shall send notification five (5) days before visiting any Customer premises.

16.2. Cost allocation. Auditor's cost shall be borne by Varnish, unless the Auditor finds a material breach of this Subscription Agreement, in which case the cost shall be borne by Customer. For the avoidance of doubt, if Customer has exceeded the maximum number of Software instances (see Section 5.2), that shall be considered a material breach of this Subscription Agreement, and Customer will be fully responsible for any damages or harm caused to Varnish by such breach of this Subscription Agreement. In addition to being entitled to seek such remedies, Varnish shall be entitled to charge Customer for, among other things, all costs associated with the audit and all accrued and unpaid license fees for Customer's historical and future use of such Software instances (including any installed open-source versions of Varnish software as per Section 5.3).

17. Confidentiality

17.1. Confidential information. The Parties recognize that they will have access to confidential proprietary information and/or trade secrets of the other Party. Accordingly, the Parties agree that (a) the provisions of this Subscription Agreement and any Order, (b) any information whatsoever with respect to Software, Services, Results and Documentation delivered to Customer, (c) the course of dealing between Varnish and Customer hereunder, (d) Customer Data, and (e) all other non-public information relating to the foregoing (collectively, the "**Confidential Information**") shall be treated by the Parties on a confidential basis and shall not be reproduced, reduced to writing or disclosed to any employees of the Parties (except on a need to know basis and then only if the employee is subject to an obligation of confidentiality) or any other person or entity without the prior written consent of the disclosing party.

17.2. Exclusions. The prohibitions contained in this Section shall not apply to information that is: (a) available to the public other than by a breach of this Subscription Agreement, (b) rightfully received from a third party not in breach of an obligation of confidentiality, (c) independently developed by the receiving party without access to Confidential Information as evidenced by receiving party's written records, (d) known to the receiving party prior to the time of disclosure as evidenced by receiving party's pre-disclosure written records, or (e) produced in compliance with applicable law or a court order, provided the disclosing party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production. Upon termination of this Subscription Agreement, at the reasonable request of the disclosing party, any documentation or data reflecting any Confidential Information shall be promptly returned to the disclosing party.

18. Term and Termination

18.1. Agreement Term. This Subscription Agreement commences on the Effective Date and shall continue until terminated by written notice by either Party (the "**Agreement Term**"). Such termination shall not affect ongoing Orders.

18.2. Subscription Term. Each Subscription Order commences on the date specified in the relevant Order, or execution date if commencement is not expressed in the Order, and will continue for an "**Initial Subscription Term**" and will thereafter automatically renew for additional subscription terms (each additional subscription term is defined as a "**Renewal Subscription Term**") unless terminated ninety (90) days prior to the end of the then current term. Unless otherwise stated in an Order, the Initial Subscription Term is one (1) year, and each Renewal Subscription Term is one (1) year. The Initial Subscription Term and each Renewal Subscription Term shall jointly be referred to as the "**Subscription Term**". For the avoidance of doubt, the Order shall be governed by the terms and conditions in this Subscription Agreement as long as the Order is valid whether this Subscription Agreement is terminated or not.

18.3. Early Termination. Either Party may on written notice to the other Party immediately terminate this Subscription Agreement (including any Order) if the other Party:

- a) has breached any of its obligations under this Subscription Agreement and the breach: (i) if capable of being remedied, is not remedied within thirty (30) days of receiving written notice by the other Party specifying that the notifying Party has the right to terminate under this clause if the breach is not remedied; or (ii) is not capable of being remedied;
- b) has assigned its rights or obligations under this Subscription Agreement otherwise than in accordance with Section 19.7 (Assignment);
- c) has entered into, or proposes, any arrangement, compromise or composition with its creditors;
- d) goes into liquidation or has a receiver, administrator, statutory manager or similar officer appointed in respect of it (other than solely for the purpose of amalgamation or solvent reconstruction);
- e) has an order made, resolution passed, or other step taken against it by any person (other than a frivolous or vexatious step which is contested in good faith by appropriate proceedings) for its dissolution;
- f) ceases to carry on its business or threatens to cease trading in a normal manner;
- g) is unable to pay its debts as they become due as determined under the general law; or
- h) is subject to a force majeure event, as set forth in Section 19.2, that continues for more than thirty (30) business days.

18.4. Revocation of rights. In case of termination or expiry of a Subscription Term under this Subscription Agreement, any and all licenses subject to or granted under such

Subscription shall automatically be revoked without any need for any specific, special or express notice. Hence, as of the expiry or termination of the Subscription, Customer shall immediately cease all usage of Software and/or Services thereunder. Customer acknowledges that Software contains technical tools which, as of the expiry or termination date, will limit and restrict any further access and use by Customer of Software.

- 18.5. No refunds. Varnish is not liable to refund to Customer any prepaid and unused fees in connection with the termination of this Subscription Agreement and/or any Order (in whole or in part), unless Customer terminates this Subscription Agreement and/or any Order due to Varnish's material breach.
- 18.6. Survival. The rights and obligations of the Parties which by their nature must survive termination or expiration of this Subscription Agreement in order to achieve its fundamental purposes shall survive any termination or expiration of this Subscription Agreement.
- 19. Miscellaneous**
- 19.1. Modification. No text or information set forth on any other purchase order, pre-printed form, or document shall add to or vary the terms and conditions of this Subscription Agreement. No addition to or modification of any provisions of this Subscription Agreement and also the modification of this Article shall be effective nor binding on either of the Parties unless made in writing and signed by duly authorized representatives of each of the Parties.
- 19.2. Force Majeure. Neither Party shall be responsible for any delay or failure in performance of any part of this Subscription Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, recall of permits, sanctions and other restrictive measures, civil or military authority, pandemic, endemic, act of God, act or omission of carriers, or other similar causes beyond its control. If any such event of force majeure occurs and such event continues for thirty (30) days or more, or is expected to continue for more than thirty (30) days, each Party may elect to terminate this Subscription Agreement (including any Order) with immediate effect without any liability towards the other Party.
- 19.3. Non-solicitation. Each Party covenants and undertakes that without the prior written consent of the other Party it will not, whether directly or indirectly and whether alone or in conjunction with or on behalf of any other person and whether as principal, agent, director, officer, shareholder, debenture holder, partner, joint venture, consultant, subcontractor or otherwise: during the Agreement Term and for a period of six (6) months thereafter solicit or entice away from the other Party any employee of the other Party. Notwithstanding the foregoing, a Party shall not be prevented from hiring any such individual who (a) responds to a public advertisement placed by the Party not specifically directed at such individual, (b) has terminated employment with the other Party prior to commencement of solicitation of such employee, or (c) contacts the Party directly on his/her own sole initiative, without any direct or indirect solicitation or inducement by the Party.
- 19.4. Subcontractors. Varnish is entitled at its discretion to use sub-contractors. Varnish shall on demand by Customer provide information of used sub-contractors to Customer.

Varnish is responsible for work performed by subcontractors and is entitled to compensation therefore as though the work had been performed by Varnish. Varnish shall not engage any subcontractors who are not qualified to carry out the subcontracted work.

- 19.5. Marketing. Notwithstanding anything to the contrary in this Subscription Agreement, Varnish may use Customer's trademarks, logos and other marks for the purpose of marketing Software, Services and other offerings provided by Varnish (and for no other purpose). When using Customer's trademark, logos and other marks, Varnish shall comply with all applicable laws and any written use instructions and/or guidelines provided by Customer to Varnish.
- 19.6. No Third-Party Beneficiaries. Except as otherwise specifically provided herein, this Subscription Agreement shall inure to the benefit of Varnish and Customer only, and no third party shall enjoy the benefits of this Subscription Agreement or shall have any rights hereunder.
- 19.7. Assignment. Neither Party may assign any of its rights, interests or obligations hereunder without the prior written consent of the other Party. Any purported assignment in violation of this section shall be void.
- 19.8. Severability. If any provision of this Subscription Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- 19.9. Notice. All notices required or permitted under this Subscription Agreement shall be given in writing to a Party's address as specified, in respect of Customer, on the signature page and, in respect of Varnish, as set forth in Section 20, or to such other addresses as the Parties may substitute by written notice given in the manner prescribed in this Section as follows: (a) by registered or certified mail; (b) by over-night express courier; (c) by hand delivery; or (d) by email to the relevant addresses. Notices shall be deemed to have been duly received upon recipient's receipt and, in case of email, upon recipient's confirmation of receipt.
- 19.10. No Partnership. No joint venture, partnership, employment, or agency relationship exists between Customer and Varnish as a result of this Subscription Agreement.
- 19.11. No Waiver. No forbearance, delay or indulgence by either Party in enforcing the provisions of this Subscription Agreement or any of its powers, rights or remedies hereunder shall operate as a waiver of them nor shall it prejudice or restrict the rights of that Party. No waiver by either Party of its powers, rights or remedies (whether in whole or in part) shall operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either Party is exclusive of any right, power of remedy available to that Party and each such right, power or remedy shall be cumulative.
- 19.12. Entire Agreement. This Subscription Agreement (including any applicable Order and any Statement of Work) comprises the entire agreement between Customer and Varnish and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

20. Geographically dependent provisions (incl. Parties, applicable law, dispute resolution, notices)

| If Customer is domiciled in: | Then Varnish shall mean: | Notices to Varnish should be sent to: | The Governing law is (without recourse to any conflict of laws doctrine): | Dispute Resolution: |
|--|---|---|---|--|
| The United States of America or Canada | Varnish Software Inc., a Delaware corporation, with registered address 65 Harristown Road, Suite 206 Glen Rock, NJ, 07452, USA. | Attn: Legal Department Varnish Software Inc., 65 Harristown Road, Suite 206 Glen Rock, NJ, 07452, USA | State of New York. | <p>Any controversy or claim arising out of or relating to this Subscription Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.</p> <p>The seat of arbitration shall be New York, USA. The language to be used in the arbitral proceedings shall be English.</p> |
| Sweden | Varnish Software AB, a Swedish corporation, with registered address Wallingatan 12 (3rd floor), 111 60 Stockholm, Sweden | Attn: Legal Department Varnish Software AB, a Swedish corporation, with registered address Wallingatan 12 (3rd floor), 111 60 Stockholm, Sweden | Swedish Law | <p>Any dispute, controversy or claim arising out of or in connection with this Subscription Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”), and any disputes, actions, claims, or causes of action arising out of or in connection with this Subscription Agreement shall be subject to the exclusive jurisdiction of the SCC. The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.</p> <p>The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.</p> |
| Japan, Singapore, Malaysia, South Korea, Indonesia or Myanmar | Varnish Software AB, a Swedish corporation, with registered address Wallingatan 12 (3rd floor), 111 60 Stockholm, Sweden | Attn: Legal Department Varnish Software AB, a Swedish corporation, with registered address Wallingatan 12 (3rd floor), 111 60 Stockholm, Sweden | Singaporean Laws | <p>Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in Singapore in accordance with the UNCITRAL Arbitration Rules for the time being in force. The arbitration shall be administered by Singapore International Arbitration Centre (“SIAC”) in accordance with its Practice Note on UNCITRAL cases. The appointing authority shall be the President or Vice-President of SIAC Court of Arbitration.</p> <p>The number of arbitrators shall be three (3). The language to be used in the arbitral proceedings shall be English.</p> |
| Rest of the World | Varnish Software AB, a Swedish corporation, with registered address Wallingatan 12 (3rd floor), 111 60 Stockholm, Sweden | Attn: Legal Department Varnish Software AB, a Swedish corporation, with registered address Wallingatan 12 (3rd floor), 111 60 Stockholm, Sweden | Swiss Laws | <p>All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Language of the arbitration shall be English.</p> <p>The seat of the arbitration shall be Geneva, Switzerland.</p> |

Appendix A - SOFTWARE PRODUCTS

1. Overview of Software Products

Varnish Enterprise is HTTP caching software that makes it easy to accelerate content delivery, improve end-user experiences, handle more traffic and protect infrastructure. It is composed of a core caching engine, a configuration language (VCL) and a robust set of modules (VMODs).

Varnish is designed to maximize performance and unlock latency-free interactions at any scale, while reducing hardware needs. It is highly adaptable and can be successfully applied to a wide range of use cases, from web and API acceleration to video streaming and application delivery.

To streamline deployment, the core Varnish Enterprise product is packaged into separate solutions, optimized for different HTTP challenges. Each of these solutions may comprise an Order:

- **Varnish Web & API Performance**
- **Varnish Origin Protect**
- **Varnish Content Delivery**

Varnish Enterprise is also available as a complete solution, delivering the full range of Varnish capabilities. This is also available as an Order:

- **Varnish Enterprise Edition**

In addition to the core Varnish Enterprise product, two further products are available as Orders:

- **Varnish Controller** - UI-based monitoring, management and orchestration of Varnish clusters
- **Varnish Traffic Router** - Request routing to ensure clients fetch content from optimal cache node

The solution(s) selected by the Licensee is / are defined on the Order Form.

2. Available as an Upgrade

The following features can be added to existing Varnish Enterprise contracts as upgrades:

- **Akamai Connector** - Integrate and synchronize Varnish servers with Akamai
- **DeviceAtlas** - Access to DeviceAtlas database for device detection
- **Massive Storage Engine** - Disk-based caching, persistence and storage for large data sets
- **Web Application Firewall** - Traffic inspection and malicious request detection

3. Varnish Enterprise Feature List

The exact feature specification available in each Varnish product can be found at:

<https://www.varnish-software.com/softwareandvmods/>. For more technical information, please visit <https://docs.varnish-software.com/varnish-enterprise/vmods/>

4. Varnish Enterprise Web and API Performance

Varnish Enterprise Web and API Performance optimizes the core Varnish Enterprise technology for high-traffic web services - news or e-commerce websites - that need to accelerate HTTP content delivery and reduce load on mission-critical web infrastructure. It provides advanced caching and origin protection software to deliver the fast, responsive web experiences that users expect, while improving stability in the face of high demand. It is also used for accelerating the delivery of API workflows, such as developer tasks and system interactions. Low latency API delivery removes obstacles to everyday business and IT operations and enables faster coordination between business units.

As well as core Varnish Enterprise capabilities like high availability and full TLS support, Varnish Enterprise Web and API Performance contains features for specifically enhancing web and API delivery, including:

- *Performance boost.* Enhanced caching, with high availability thanks to built-in content replication, pre-fetching and finely-tuned policies.
- *Personalization.* Deliver personalized content quickly and move content decision-making closer to users, with Parallel ESI, JSON parsing, device detection and IP geolocation.
- *Security.* TLS/SSL proxy encrypts communications and data, on both the server and client sides. Cached data, both in memory and on disk, can be encrypted as well.
- *Cache invalidation.* Multiple methods for invalidating caches, including across multiple cache instances.

The use of VAW is, by license, restricted to be used for Web and API Performance only.

5. Varnish Enterprise Origin Protect

Varnish Enterprise Origin Protect sits in front of backend servers, accelerating web and video content, protecting infrastructure from traffic spikes and ensuring normal operations during outages. As an origin shield it minimizes calls to backend servers by being a collection point for incoming uncached requests. Varnish Enterprise Origin Protect primarily helps streaming services match peaks in demand and stay online while delivering the responsive video streaming users expect.

By using Varnish Enterprise Origin Protect, streaming services can:

- Improve backend offload, handling more users with less bandwidth
- Scale more easily to match high demand
- Deliver consistently high performance globally

Varnish Enterprise features included within Varnish Enterprise Origin Protect include:

- *Disk-based caching.* Store large amounts of data - e.g. VOD libraries and metadata - in cache, to minimize backend traffic and improve streaming speed and stability.
- *Content Pre-fetch.* Fetch the next anticipated object into cache to keep cache warm, for high-performance streaming.

- *CDN connectors.* Synchronize and manage global content delivery and keep costs predictable.
- *Persistence.* Cache persistence across restarts.

The use of Varnish Enterprise Origin Protect is, by license, restricted to be used for Origin Protect only.

6. Varnish Enterprise Content Delivery

Varnish Enterprise Content Delivery is software for building powerful content delivery platforms that maximize performance and efficiency. It helps businesses build transformational digital services that thrive in latency-sensitive, bandwidth-intensive situations, and also deploys easily alongside existing network and CDN investments. As well as building private CDNs for web and streaming use cases, it is also used for large file delivery such as gaming and software updates. Businesses using Varnish Enterprise Content Delivery can achieve:

- Optimized caching performance while controlling content delivery from origin to edge
- Strategic growth by finely-tuning CDN usage beyond usual public CDN capabilities
- More predictable pricing. Avoid cost escalations associated with data transfer during high demand.

Varnish Enterprise Content Delivery is pre-packaged with features to help enterprise content providers implement effective, custom CDNs alongside any existing CDN infrastructure:

- *Disk-based caching.* Minimizes backend requests for video content, so users enjoy stable, fast delivery of huge libraries of content.
- *Enhanced security.* Including end-to-end TLS, mTLS, cache encryption and geo-restriction
- *Persistence.* Cache persistence across restarts.
- *High availability.* High-performance content replicator to minimize cache misses and protect backend infrastructure.
- *Dynamic backends.* Connect to any backend in real-time, for auto-scaling.

The implementation process comes with Professional Services support to design, implement, harden and optimize the private CDN created.

The use of Varnish Enterprise Content Delivery is, by license, restricted to be used for CDN services only.

7. Varnish Enterprise Edition

As the flagship Varnish Software solution, Varnish Enterprise Edition offers a comprehensive feature set for organizations looking to optimize their HTTP delivery and edge caching across multiple vectors. Varnish Enterprise Edition includes the full Varnish Enterprise feature set, helping organizations to:

- Deliver HTTP content at low latency, high concurrency and throughput for excellent user experiences, even during peak demand
- Reduce backend load and move workloads to the edge to protect the origin, save on egress and improve resilience

- Fully utilize existing infrastructure and easily integrate with existing approaches
- Optimize HTTP delivery for unique use cases with platform and content agnostic software, and complete configurability
- Simplify and future-proof web architecture via a comprehensive, platform-agnostic caching solution that adds robustness and predictability to content delivery operations.

The use of Varnish Enterprise Edition is, by license, not restricted to any specific use case.

8. Varnish Controller

Varnish Controller is a user interface and control plane for managing large-scale Varnish operations. It makes everyday caching and CDN operations easier and faster, to save time, reduce complexity and boost performance. The web-based dashboard combines caching deployments, edge logic, invalidations and monitoring, and speeds up the time it takes to deploy, scale, roll back, re-route, analyze and monitor Varnish. Benefits of Varnish Controller include:

- Make config changes fast and update VCL with a single click
- Manage traffic for optimal QoE, with built-in load balancing and redundancy mechanisms to ensure excellent service for end-users, at all times
- Observe real-time cache and system behavior with full transparency, in one easy-to-manage location
- Restructure Varnish setups simply and intuitively, with automated node discovery and VCL deployment

9. Varnish Traffic Router

Varnish Traffic Router is an add-on to Varnish Controller that directs requests from users and upstreams CDNs to the optimal Varnish cache, for reliably excellent user experiences at scale. Capable of both HTTP and DNS-based routing, Varnish Traffic Router is tightly integrated into the Varnish Controller interface and helps web services simplify operations, maintain availability, guarantee QoE, and extend reach. With Varnish Traffic Router's flexible rule engine, client requests are directed by customized routing rules. It also includes CDN Mapping, a way to visualize the entire deployment to understand performance and network health at a glance. Benefits of Varnish Traffic Router include:

- Balance traffic with sophisticated load balancing to distribute customer connections between caches
- Offload excess requests to public CDNs during high traffic periods, maintaining uninterrupted service for end-users
- Monitor the health of Varnish clusters and edge PoPs, tracking changes and trends in real-time and ensuring network conformity
- Program new routing configurations and load balancing preferences with the click of a button

Solutions & Features

The distribution of features and functions detailed below is valid at the time of the associated purchase

| Includes The Software Below As Marked | Varnish for Web and API Performance | Varnish Origin Protect | Varnish Private CDN | Varnish Enterprise Edition |
|---------------------------------------|-------------------------------------|------------------------|---------------------|----------------------------|
| Varnish Enterprise | x | x | x | x |
| SSL/TLS Client & Backend | x | x | x | x |
| High Availability | x | x | x | x |
| Massive Storage Engine* | | x | x | x |
| Persistence | | x | x | x |
| Paywall | x | | | x |
| Custom Statistics | x | x | | x |
| Dynamic Backends | x | | x | x |
| Content Pre-Fetch | | x | | x |
| Request Mirroring | x | | | x |
| Parallel ESI | x | x | x | x |
| JSON Support | x | x | x | x |
| File Operations | x | | x | x |
| Edgestash | x | | | x |
| Cache Invalidation | x | x | x | x |
| CDN Connectors* | x | x | x | x |
| Total Encryption | x | | x | x |
| WAF* | x | x | x | x |
| Content Transformation | x | x | | x |

| | | | | |
|---------------------|---|---|---|---|
| Varnish Broadcaster | x | x | x | x |
| Varnish Discovery | x | x | x | x |
| In-Process TLS | | x | x | x |
| Memory Governor | x | x | x | x |
| Scoreboard | x | x | x | x |
| Varnish Controller* | x | x | x | x |
| Transit Buffer | | x | x | x |
| Traffic Router* | | | x | x |

*available as an upgrade

VMOD Library

| VMOD Name | Varnish for API and Web Acceleration | Varnish Origin Protect | Varnish Private CDN | Varnish Enterprise Edition |
|------------|--------------------------------------|------------------------|---------------------|----------------------------|
| accept | x | x | x | x |
| accounting | x | x | x | x |
| acplus | x | x | x | x |
| activedns | | | x | x |
| blob | | | x | x |
| bodyaccess | x | x | x | x |
| brotli | x | | | x |
| cookieplus | x | x | x | x |
| cookie | x | x | x | x |
| crypto | x | | | x |
| curl | x | x | x | x |
| digest | x | x | x | x |
| directors | x | x | x | x |

| | | | | |
|--------------|---|---|---|---|
| edgestash | x | | | x |
| file | | x | x | x |
| format | x | | | x |
| geoip | x | x | x | x |
| goto | x | x | x | x |
| header | x | x | x | x |
| http | x | x | | x |
| image | x | | x | x |
| json | x | | | x |
| jwt | x | | x | x |
| kvstore | x | | | x |
| leastconn | x | x | x | x |
| memcached | x | x | x | x |
| paywall | x | | | x |
| probe-proxy | x | x | x | x |
| proxy | x | x | x | x |
| purge | x | x | x | x |
| resolver | x | | | x |
| rewrite | x | x | x | x |
| rtstatus | x | x | x | x |
| saintmode | x | | | x |
| session | x | x | x | x |
| slicer | | x | x | x |
| stale | x | | x | x |
| std | x | | | x |
| synthbackend | x | x | x | x |
| tcp | x | | x | x |

| | | | | |
|------------|---|---|---|---|
| udo | | | x | x |
| unix | x | x | x | x |
| uri | x | | | x |
| urlplus | x | x | | x |
| var | x | x | x | x |
| vha | x | x | x | x |
| vsthrottle | x | | x | x |
| vtc | | | | x |
| xbody | x | | | x |
| xkey | x | x | x | x |
| ykey | x | x | x | x |

Appendix B – PRODUCT SUPPORT OVERVIEW

This appendix describes the two categories of services offered under the Agreement and specified in the Order (the “Product Support Overview”).

Upon payment of the Subscription Fees under the Agreement (including Order), the Licensee is entitled to the Product Support Service (see below).

Support

Product Support services

During the Subscription Term, Varnish will provide the Licensee with Product Support Services as described in this Appendix B.

Product Support Services consists of:

- updates and new versions of the Software Products when such updates are made generally available to Varnish’ customers,
- advice on use of the Software Products,
- assistance to identify solutions or workarounds to problems with the Software Products,
- advice on the configuration of the Software Products,

via email, chat and/or phone as described below for the relevant support levels.

Support levels

See Order for applicable support level.

| Support Element | Standard | Premium |
|------------------------------|-----------------------------------|---|
| No. Support Requests | 20 per year | Unlimited |
| Availability | Business Hours (8am to 5pm) | 24/7/365 |
| Email Support | ✓ | ✓ |
| Telephone Support ** | ✓ | ✓ |
| Access to Knowledgebase | ✓ | ✓ |
| Support Review | Optional * | ✓ |
| Repository | ✓ | ✓ |
| On-site Consultancy | Optional * | Optional * |
| Service Level Agreements *** | Standard | Premium |
| Severity A | 4 Business Hours Response Time | 2 hrs Response Time, 72 hrs work-around |
| Severity B | 8 Business Hours Response Time | 4 hrs First Response, 72 hrs work-around |
| Severity C | 2 Business Days Response Time | 2 Business Days Response Time |
| Severity D | 2 Business Days Response Time | 2 Business Days Response Time |

* Subject to an additional payment.

** Phone available for severity A and B only issues.

***All response times for correction work, not correction times. Response times for severity A and B are calculated from phone call or confirmed receipt of notice.

Severity levels

- Severity A means that the Software Products does not work, and no workaround exists. Applicable to production use only.
- Severity B means that the Software Product's main functions or processes are materially affected, causing significant impact on the Licensee's use. Applicable to production use only.
- Severity C means limited impact on some of the Software Product's functions or processes, without stopping the Licensee's use of the Software Products. Applicable both to production use and testing.
- Severity D means Licensee inquiry concerning product installation, configuration, use, and performance, or a request for feature development.

Support Review

Support Review includes either initial:

- a. review of the Licensees existing setup and environment, or
- b. assistance with initial product installation, configuration, and tuning.

Both services a) and b) above may be supplied subject to applicable fees.

| Support Level | Standard | Premium |
|-------------------------------------|-----------|-----------------------------------|
| Review as described in a) above | Optional* | 5 hours twice a year upon request |
| Assistance as described in b) above | Optional* | 5 hours twice a year upon request |

* Subject to additional payment.

Support request

The Licensee must report each support request via email to support@varnish-software.com or via the Support Portal at <https://support.varnish-software.com/> If the request is a Severity A or B request, the Licensee must also notify Varnish via phone, which is displayed on the Support Portal.

Varnish Software will guarantee every aspect of its software stack.

| Feature | Supported | Not Supported |
|----------------------------------|-----------|---------------|
| Hardware | | x |
| Network | | x |
| Operating System | | x |
| Varnish Software Maintenance | ✓ | |
| Varnish Software Debugging | ✓ | |
| Varnish Software Troubleshooting | ✓ | |
| VMOD Support | ✓ | |
| System Administrator Tasks | | x |
| Database Management | | x |
| Third-Party Application Support | | x |

Supported Software Versions

Varnish will only provide Support Services for the latest version of the Software Products except in the following cases:

- Minor versions (as determined by Varnish) of the Software Products: Supported for 30 days after a new version has been released.
- Major version (as determined by Varnish) of the Software Products: Supported for 12 months after a new major version (as determined by Varnish) has been released.

If Licensee reports an error in the Software Product that is corrected in a later released version of the Software Product, Licensee is required to upgrade.

If Licensee has modified the Software Product in any way, Varnish is not obliged to support the modified versions.