

Boomi Master Services Agreement

1. License.

General. Subject to the terms of this Agreement, Boomi grants to Customer, and Customer accepts, a nonexclusive, nontransferable (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 solely to support the internal business operations of itself and its Affiliates for the term stated on the applicable Order. Boomi reserves all rights it does not specifically grant hereunder.

2. Proprietary Rights.

Each party reserves for itself all proprietary rights that it has not expressly granted to the other. Customer agrees that (a) the Boomi Services are protected by copyright and other intellectual property laws and treaties, (b) Boomi, its Affiliates and/or its licensors own the copyright and other intellectual property rights in the Boomi Services, (c) this Agreement does not grant Customer any rights to Boomi's trademarks or service marks, (d) Boomi owns, and retains all rights in, any statistical data and information related to the provision, performance, operation and use of the Boomi Services, including information generated by Customer's use of Boomi Services, and Boomi may use such data in aggregated or deidentified form to: improve or develop its products and services, perform security and operations management, protect against fraudulent or illegal activity, create statistical and other analyses; provided that any Personal Data or Customer Confidential Information used for any other Customer does not identify Customer or any individual.

3. Trade Compliance.

Customer's purchases hereunder are for its own use, not for resale, export, re-export or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. The Boomi Services may not be used, sold, leased, exported, imported, re-exported or transferred except in compliance with such laws including, without limitation, export licensing requirements, end user, end use and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities including, but not limited to, persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

Boomi Services are not designed to process, store, or be used in connection with (i) data classified or used on the U.S. Munitions list (including software and technical data); (ii) articles, services, and related technical data designated as defense articles and defense services; and (iii) ITAR (International Traffic in Arms Regulations) related data (collectively "Excluded Data"). Customer is solely responsible for reviewing data provided to or accessible by Boomi to ensure that it does not contain Excluded Data.

4. Warranties and Remedies.???

- 4.1. Boomi warrants that, during the term of an Order, the applicable Boomi Services will (a) substantially conform to the applicable Documentation (the "Operational Warranty"); and (b) be available subject to the description in Boomi's SLA (the "SLA").
- 4.2. No Further Warranties. Except as expressly stated in this Agreement, and to the maximum extent permitted by applicable law, with regard to Boomi Services, Boomi makes no other express warranties, written or oral, and disclaims all implied warranties. Insofar as permitted under applicable law, all other warranties are specifically excluded, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and any warranty arising by statute, operation of law, course of dealing or performance or usage of trade. Boomi does not warrant that

the Software will operate uninterrupted or that it will be free from defects or that it will meet Customer's requirements.

- 4.3. High Risk Disclaimer. Customer understands and agrees that Boomi Services are not fault-tolerant and are not designed or intended for use in any high-risk or hazardous environment, including any application where failure or malfunction can reasonably be expected to result in death, personal injury, severe property damage or severe environmental harm (a "High Risk Environment"). Any use of the Boomi Services by Customer in a High Risk Environment is at Customer's own risk, and Boomi makes no warranties or assurances, express or implied, regarding use of the Boomi Services in a High Risk Environment.

5. Infringement Indemnity.

- 5.1. Boomi will 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 infringe any patent, copyright, trademark, or other proprietary right enforceable in a country that is a signatory to the Berne Convention, 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 will indemnify the Customer by paying (a) 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 (b) the amounts stated in a written settlement negotiated and approved by Boomi.
- 5.2. 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 will 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, (c) to the extent the Claim arises from or is based on the use of the Boomi Services with other products, services, data, code or other materials not supplied by Boomi and not Boomi-branded 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, or (e) if Customer is in material breach of this Agreement.
- 5.3. 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 functionally equivalent non-infringing services, (c) modify the Infringing Services so that they are non-infringing, or (d) 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 Materials to Customer under the Professional Services Addendum (as Materials are defined therein), such items will be treated as Boomi Services within the scope of, and subject to the limits of, this Section 9. This Section states Boomi's entire liability and its sole and exclusive obligations for a Claim.

6. Confidential Information.

- 6.1. Definition. "Confidential Information" means information or materials disclosed by one party (the "Disclosing Party") for specific review by or discussion with the other party (the "Recipient") 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.

- 6.2. This Agreement imposes no obligation upon a Recipient with respect to information designated as confidential which:
- (a) the Recipient can demonstrate was already in its possession before receipt from the Disclosing Party; (b) is or becomes publicly available through no fault of the Recipient or its Representatives (defined below); or (c) is rightfully received by the Recipient from a third party who has no duty of confidentiality or is independently developed by the Recipient without a breach of this Agreement.
- 6.3. Obligations: Recipient will use Confidential Information only for the purpose of and in connection with the evaluation of a potential, or continuation of, a business transaction or relationship between the parties. If a Recipient is required by a government body or court of law to disclose Confidential Information, to the extent permitted by law, the recipient agrees to give the discloser reasonable notice so that the discloser may contest the disclosure or seek a protective order. Recipient may disclose Confidential Information to its directors, officers, employees and employees of its Affiliates, as well as its and its Affiliates' contractors, advisors and agents, so long as those individuals have a need to know in their work for recipient in furtherance of the potential or continued business transaction or relationship and are bound by obligations of confidentiality at least as restrictive as those imposed on recipient in this Agreement (collectively, "Representatives"). Recipient will use the same degree of care, but no less than reasonable care, as the recipient uses with respect to its own similar information to protect the Confidential Information. Recipient may only disclose Confidential Information as authorized herein. Unless the parties otherwise agree in writing, a recipient's duty to protect Confidential Information expires 3 years from the date of disclosure. Upon the Disclosing Party's written request, Recipient will promptly return or destroy all Confidential Information received from the discloser, together with all copies. Notwithstanding the above, Recipient's professional advisors (e.g., lawyers and accountants) may retain in confidence one file copy of their respective work papers and final reports in accordance with their professional and ethical obligations. The Recipient will 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 Recipient, would breach this Agreement.

7. Personal Data.

- 7.1. Definitions. For this Section, "Personal Data" means any information relating to an identified or identifiable natural person that Boomi processes in the performance of the Agreement as a Processor. "Privacy Laws" means any data protection and privacy laws and regulations applicable to Boomi's provision of the Services provided by under this Agreement, including if applicable (a) the General Data Protection Regulation (EU) 2016/679 (GDPR), (b) in respect of the UK, the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 ("UK GDPR") and the Data Protection Act 2019 (together, "UK Data Protection Laws"), (c) the Swiss Federal Data Protection Act and its implementing regulations ("Swiss DPA"), (d) the California Consumer Privacy Act of 2018 or Cal. Civ. Code § 1798.100, et seq. ("CCPA"), each as may be amended, superseded or replaced.
- 7.2. To the extent that Boomi processes any Personal Data on Customer's behalf in the performance of this Agreement, Boomi will only do so as required to fulfill its obligations hereunder, and in accordance with the Data Protection Agreement set out at www.boomi.com/dpa ("DPA"). Each party will comply with its respective obligations under the Privacy Laws and the DPA.
- 7.3. Customer is solely responsible for ensuring that (a) all data subjects have consented to Customer's transmission or processing of the Personal Data by Boomi; (b) it 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; and (c) its configuration of the Boomi Services, including

applicable purge data and administrator access settings, best fits Customer's security needs. Boomi shall have no liability for breach of this Section or the DPA resulting from Boomi's compliance with Customer's system configurations or instructions with respect to Personal Data.

8. 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: (a) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the Boomi Services or any part thereof; (b) 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; (c) use the Boomi Services to create or enhance a competitive offering or for any purpose which is competitive to Boomi; or (d) 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. Each permitted copy of the Software 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: (a) attempt to use or gain unauthorized access to Boomi's or to any third party's networks or equipment; (b) attempt to probe, scan or test the vulnerability of the Boomi Services, or a system, account or network of Boomi or any Boomi customers or suppliers; (c) 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 Services any data or information without the legal right to do so; (d) transmit unsolicited bulk or commercial messages or intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items; (e) 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. If Customer requests any managed services from Boomi, Customer will not cause Boomi to use anything for which Boomi would need to obtain a license from such third party to provide those services. Customer will obtain all necessary rights, permissions and consents associated with technology or data that Customer provides to Boomi, or with third party software or other items that Customer requests that Boomi work with, install, or integrate to or from. Customer will 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 and Boomi's costs of responding to it.

9. **Warranties.** Boomi warrants that the operation of the Boomi Products will substantially conform to its Documentation. As of the Effective Date of this Agreement, the "Documentation" is as stated at <https://help.boomi.com>.

