

PRODUCT SPECIFIC TERMS & CONDITIONS**ADDOVA® CLOUD SUBSCRIPTION AGREEMENT**

In addition to the Service Agreement between Addova and Customer, including any document incorporated by reference therein (collectively the "Agreement"), of which this Schedule is a part, Customer agrees that the following terms and conditions apply to Addova's Cloud Subscription Services ("**Cloud Services**"). Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement. This Agreement establishes the terms and conditions for Customer's purchases of and subscription to Addova products and services identified under an Work Order

Section 1. Definitions

In addition to terms defined elsewhere in this Agreement, the following capitalized terms will have the following specified meanings:

"Administrative User" means an End User who is authorized by Customer to have administrative access to and use of Addova Control.

"Affiliate" means, with respect to a party, any entity which directly or indirectly controls, is controlled by or is under common control with a party, where "control" means ownership or control, directly or indirectly, of more than fifty percent (50%) of the voting interests of a subject entity.

"Company Content" means any and all data, information, and/or applications (including External Software, but excluding the Addova Platform, the Utilized IaaS or Deliverables) utilized, uploaded, processed, or stored through the Addova Cloud Services by End Users, and data that End Users derive through their use of the Addova Cloud Services.

"Concurrent End User" means an End User who shares a pool of Addova licenses for access to and use of a Purchased Service with other End Users. Such End User may share such licenses concurrently with such other End Users, but in no case shall the number of End Users concurrently accessing a Purchased Service exceed the number of licenses acquired under by Customer pursuant to an Order for the Purchased Service.

"Deliverables" means and software, documentation or other tangible deliverable resulting from Professional Services provided by Addova.

"Documentation" means applicable written reference information in electronic form provided or made generally available by Addova with respect to the Addova Cloud Services, as updated from time to time by Addova.

"Effective Date" means the date provided as the Effective Date in the signature block below, or if instead initiated under an Order, then the earlier of the date (i) Addova accepts an initial Order from Customer for Addova Cloud Services; or (ii) Customer begins access or use of Addova Cloud Services and thereby assents to this Agreement.

"End User" means an individual authorized and identified by an Administrative User through Addova Control for access to and use of Purchased Services. End Users may be employees, independent contractors or other personnel of Company or a Company Affiliate. Customer is responsible for compliance by each End User with the terms and conditions of the Agreement and the End User Terms, as well as for the payment of any Fees for Addova Cloud Services attributable to such End Users.

"End User Activity Data" refers to the elements of activity captured by Addova through Addova Control with regard to active End Users by

virtue of such End Users' interaction with the Addova Cloud Services, including user name, user email address, user login, user location (if user opts in), user access of a resource, user errors with any access activity (such as account lock out or failure to connect to resources) and other measures of utilization and performance. End User Activity Data is made available to Administrative Users.

"End User Device" means the End User device (e.g. laptop, tablet, PC, mobile phone) on which the Addova Client is installed, or device with a compliant web browser (per the Documentation) capable of accessing Addova Hosted Services, and through which an End User may access and use Addova Hosted Services.

"End User Terms" means the terms and conditions for use of Addova Cloud Services by End Users. End Users are required to assent to the End User Terms for access to and use of the Addova Hosted Virtual Desktop from an End User Device.

"External Software" means software installed, utilized, uploaded, stored or processed by End Users and/or by Customer through the Addova Cloud Service (excluding the Addova Platform or the Utilized IaaS, but including Microsoft Products other than Microsoft Azure as the Utilized IaaS), as well as any other software, product or service not provided by Addova that Company or any End User or Company Affiliate installs or uses with the Addova Cloud Services.

"Fees" means the charges applicable for Purchased Services, as stated under the applicable Order for the respective Purchased Services.

"Google" means Google LLC with headquarters located at 1600 Amphitheatre Parkway, Mountain View, CA 94043 (and Affiliates of Google who provide GCP for Addova).

"Google Cloud Platform" (or "GCP") means an IaaS service offered by Google which is a Utilized IaaS available from Addova in conjunction with Addova Cloud Services.

"IaaS Provider" means a provider of a Utilized IaaS, including, by way of example, Microsoft and Google.

"IaaS Provider Terms" means the additional terms and conditions provided or referenced in Appendix 1 with respect to a Utilized IaaS included in Purchased Services, which are required to utilize the Utilized IaaS in conjunction with Addova Cloud Services.

"Infrastructure as a Service" (or "IaaS") means scalable, on-demand computing services provided over the Internet for purposes of processing, data storage, application usage, and networking (also known as a form of cloud services).

"Intellectual Property Rights" means any and all patent rights, copyrights, moral rights, trademark rights, rights in trade secrets, design rights, database rights, domain name rights, and any other form of intellectual property rights (registered and unregistered) recognized in any jurisdiction worldwide.

"Laws" means all applicable laws, regulations, statutes, rules, orders and other requirements of any applicable international, federal, state or local governmental authority.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents programs, or the like.

"Microsoft" means the Microsoft Corporation with headquarters

located at One Microsoft Way, Redmond, WA 98052 (and Affiliates of Microsoft that provide Microsoft Azure).

“Microsoft Azure” means the IaaS services used by Addova which is a Utilized IaaS available from Addova in conjunction with Addova Cloud Services. Addova resells access and subscription services to the Microsoft Azure as an authorized reseller.

“Microsoft Customer Agreement” means the agreement(s) between Microsoft and Company that is used to grant a right for use of the applicable Microsoft Product. The current version of the Microsoft Customer Agreement is provided at <https://www.microsoft.com/licensing/docs/customeragreement>

“Microsoft Product” means the rights to Microsoft online services, including, without limitation, Microsoft Azure and associated software technology, and other products and services of Microsoft utilized by Customer or its End Users through the Addova Cloud Services. Each Microsoft Product is subject to a Microsoft Customer Agreement.

“Online Product Services” means subscriptions which provide access to the Addova Platform, the Addova Hosted Service, the Utilized IaaS, and/or other applications or services designated by Addova, including, without limitation, mobile and desktop applications.

“Order” means a request by Customer to order Addova Services under an Work Order Form, or initiated by Customer (or its Affiliate or on Customer’s behalf by its agent) via an authorized Addova reseller or online marketplace or store through which Addova offers subscriptions to Addova Services, and which is accepted by Addova. An Order will be deemed effective upon the earlier of Addova’s written notification to Company of acceptance of such Order, confirmation of acceptance of the Order by the online marketplace or store, or the provision of Purchased Services to Company by Addova. For Orders initiated through an authorized Addova reseller or online marketplace or store, the reseller or online marketplace or store, as the case may be, shall be the merchant of record for purposes of such Order.

“Order Form” means Addova form of ordering document(s) for Orders for Purchased Services.

“Professional Services” refers to services provided by Addova personnel on a project basis involving technical assistance and/or training, as further described in an Order or under a statement of work.

“Purchased Services” means Addova Services acquired or subscribed by Company or a permitted Affiliate under an Order. Purchased Services include Online Product Services as well as any additional services identified under an Order Form, including Professional Services and Premium Support Services, each as further described in Section 2 of this Agreement.

“Service Description” means a description and/or specification of Support Services and/or Addova Add-On Service offerings made generally available by Addova to its customers.

“Subscription Term” means the subscription term for the Online Product Services specified under an Order.

“Support Services” refers to the technical support services offered by Addova in conjunction Addova Cloud Services, as further described in Section 2.4 of the Agreement.

“Taxes” means taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction.

“Third Party Software” means third party software that is embedded

in or otherwise provided with the Addova Platform, but specifically excluding External Software or a Utilized IaaS.

“Utilized IaaS” means an IaaS service utilized by Addova to provide the Addova Hosted Service and which is bundled and resold as an element of certain Purchased Services as set forth in an Order. The particular Utilized IaaS and IaaS Provider(s) applicable to Customer for Purchased Services will be identified in the Order for the respective Purchased Services or will otherwise be identified in a writing from Addova.

“Addova Add-On Service” means premium add-on capabilities and/or features for Addova Cloud Services, such as the Addova Cloud Disaster Recovery Service and Addova Cloud Backup Service, offered by Addova for an additional Fee as a Purchased Service and enabled through Addova Control. Currently available Add-On Services are described at <https://www.addova.com/legal/cloud-add-onservices>.

“Addova Client” means Addova proprietary software made available by Addova for downloading and installation by Company and/or End Users on, and/or which is accessible via a compatible web browser (per the Documentation) to End Users from, an End User Device and which allows for access and use of Addova Hosted Desktop Services functionality from the End User Device.

“Addova Cloud Services” means, collectively, the Addova Platform and the Addova Hosted Virtual Desktop Service.

“Addova Control” means the Addova proprietary software designed to allow Administrative Users to configure, manage and monitor Addova proprietary software applications for Purchased Services and to utilize Addova Add-On Services acquired under an Order.

“Addova DaaS Services” means, collectively, the Addova Platform and the Addova Hosted Virtual Desktop Service.

“Addova Hosted Virtual Desktop” means a user interface individually configured for End User access to the Addova Hosted Service through a unique login identifier

“Addova Hosted Virtual Desktop Service” refers to the Addova service that connects End Users to Company Content via the Addova Hosted Virtual Desktop and instigation of the Addova Platform.

“Addova Platform” means, collectively: (i) Addova Control, (ii) Addova Client; and (iii) other Addova proprietary software applications required for enabling the Addova Cloud Services.

“Addova Services” means Addova Cloud Services, Addova Add-On Services, Professional Services and/or Support Services.

Section 2. Addova Offerings. Company’s Purchased Services under this Agreement are specified in the Order(s). Addova offers the following products and services for purchase and subscription:

2.1 Addova Cloud Services. Addova provides access to and subscriptions for Addova Cloud Services. The Addova Hosted Virtual Desktop Service is currently offered to operate with Addova, Microsoft Azure or GCP as the underlying Utilized IaaS. Addova reserves the right to contract with alternative IaaS Providers for the Addova Hosted Services and to include and/or substitute IaaS features and components based upon then-current availability from the IaaS Provider and as determined by Addova as appropriate to the operation and performance of the Addova Cloud Services. Customer agrees that it is bound by, and shall fully comply with, and shall require that its End Users comply with, the IaaS Provider Terms applicable to the Utilized IaaS provided with Purchased Services. Addova endeavors to make Addova Cloud Services generally available 24 hours a day, 7 days a week, except for planned downtime by Addova or its IaaS Provider and

circumstances beyond Addova's reasonable control (including force majeure events described in Section 12.7). Addova Service Level Availability Commitment ("SLA Commitment"), including its program for service level credits and associated service availability and credit limitations, is posted at (<https://www.addova.com/legal/>), as updated by Addova from time-to-time.

2.2 Addova Add-On Services. To provide additional features and/or capabilities for Addova Cloud Services, Addova makes subscriptions available access to Addova Add-On Services (as available for or applicable to the Utilized IaaS) under an Order, including the following current Addova Add-On Services, as well as such other Addova Add-On Services offered by Addova from time-to-time for the Utilized IaaS and as further described in a Service Description:

(a) **Addova Cloud Disaster Recovery Service.** To provide additional assurance of business continuity for Company and its End Users and to supplement Company's overall program and procedures for disaster recovery, Company may subscribe (depending on the Utilized IaaS) to the Addova Cloud Disaster Recovery Service, under which Company may activate, utilize and de-activate the recovery service through Addova Control, as further described in the Service Description posted at <https://www.addova.com/legal/> provided that Company has properly configured such service as instructed under the associated Documentation in advance of activation.

(b) **Addova Cloud Backup Service.** To provide additional capabilities for copying, back-up and recovery of Company Content and to supplement Company's overall program and procedures for copying and business continuity, Company may subscribe (depending on the Utilized IaaS) to the Addova Cloud Backup Service, under which Company may make copies its Company Content, such as to create a copy for e-Discovery or added backup purposes. The Addova Cloud Backup Service is further described in the Service Description posted at <https://www.addova.com/legal/>

2.3 Professional Services. Subject to the respective Order, Addova will provide Professional Services with regard to the implementation and/or operation of Addova Cloud Services and/or the Utilized IaaS, as detailed in such Order or an associated statement of work. By way of example, Professional Services may include management services pertaining to interoperability issues involving the Addova Platform and/or the Utilized IaaS, implementation services pertaining to the implementation of Addova Cloud Services, or training services pertaining to the training of Administrative Users to perform administrative functions necessary for the set-up, activation, configuration and maintenance of End Users. Fees for such Professional Services are set forth in the applicable Order.

2.4 Support Services. Addova makes available Support Services, as further described in the respective Service Description, to assist Company if Company is unable to resolve inquiries initiated by an End User concerning the operation of any Online Product Services or other incident involving Online Product Services requiring technical support (each an "Incident"). Addova's "Standard Support Services" are made available to Company as an element of Addova Cloud Services for no additional Fee. Addova also offers "Premium Support Services" which are provided for an additional Fee under an Order and on a subscription basis for a Subscription Term concurrent with Company's subscription to Addova Cloud Services. The elements of and procedures for Standard Support Services and Premium Support Services are described in the Service Description posted at <https://www.addova.com/legal/>. For access to Support Services, Company (through an Administrative User) may contact Addova for Addova to remotely respond to, and work to resolve, such Incident(s)

in accordance with Addova's then-current service levels and procedures provided under the Service Description applicable to the Support Services subscribed by Customer. Addova is not responsible for resolving Incidents that it determines in its sole discretion arise from Company Content, External Software or other third party products and/or services (other than a Utilized IaaS) and/or which are not caused by the Addova Platform.

Section 3. Customer Obligations.

3.1. Implementation of the Online Product Services. Unless separately provided as a Professional Service (as specified under an Order), once activated by Addova, Company is responsible for implementing the Purchased Services in accordance with the Documentation, including, without limitation, installing the Addova Client on End User Devices as well as the installation and/or implementation of any other software required for access to and use of the Online Product Services on the Hosted Virtual Desktops. In addition, Company is responsible for following the best practices identified in the Documentation and by Addova Support Services personnel for the implementation and operation of the Online Product Service, including, for example, with respect to Company's pre-deployment requirements, deployment, pre-release testing, monitoring, operations and upgrade of any External Software and for updating operating systems (such as Microsoft Windows, MacOS, Android and iOS). Unless separately provided as a Professional Service (as specified under an Order), Addova is not responsible for any installation of the Addova Client or for performing any implementation services with respect to third party products and/or services. By way of example and not limitation, unless separately provided as a Professional Service (as specified under an Order), Addova is not responsible for effectuating integration or interoperability between the Online Product Services and any software products or services utilized by Company but not provided under this Agreement as a Purchased Service. Addova will not be responsible for any failure to meet its SLA Commitment (and shall not be liable for any service level credits or other remedies) or for performing Support Services to the extent such failure or requested or required Support Service is attributable to Company's failure to meet obligations of Company under this Section 3.1.

3.2. Training of End Users. Unless separately provided as a Professional Service (as specified under an Order), Customer is responsible for the training of End Users and for assuring that such End Users are able to use the Addova Cloud Services (and Utilized IaaS for the Online Product Services) in accordance with the associated specifications and restrictions, as well as for applying best practices for training End Users appropriately concerning operating system updates.

3.3. Compliance with this Agreement. Customer is responsible for compliance by End Users and Company Affiliates with the terms and conditions of this Agreement (including, without limitation, the IaaS Provider Terms), the End User Terms, the Microsoft Customer Agreement (as applicable), and all applicable Laws in connection with Addova Cloud Services, and for all use of the Addova Cloud Services by its End Users or through End User Devices. Company shall require its End Users to agree to the End User Terms prior to access or use of Addova Cloud Services. In addition, Company is responsible for maintaining the confidentiality and security of all accounts for End Users and End User Devices and for the associated passwords and access credential. Any violation by End Users or Company Affiliates of this Agreement or End User Terms shall constitute a breach by Company for purposes of Section 11.2 of this Agreement.

3.4. First Response to Incidents. Customer is responsible, at its own cost, for all direct support of its End Users. If an Incident is submitted

by an End User, Company has the obligation to provide the necessary response or technical support directly to the End User, exercising utmost diligence to readily resolve the Incident(s). If Company attempts and fails to resolve the Incident, Company may escalate and submit the Incident to the next level of support with Addova in accordance with the procedures set forth in the Support Services Description.

3.5. Microsoft Customer Agreement and End User License Terms. Company hereby confirms, as of the Effective Date, its agreement to the Microsoft Customer Agreement(s) under which Company or its Affiliates or End Users use, license and/or deploy Microsoft Product(s), regardless of whether or not the Utilized IaaS for Purchased Services is a Microsoft Product. Company agrees that it will abide by, keep in force, and, as between Company and Addova, be solely and fully responsible for Company's, its Affiliates' and its End Users' compliance with such Microsoft Customer Agreement(s) and any Microsoft end user license agreement or terms and conditions ("Microsoft EULA") applicable to the Microsoft Product(s). Company agrees and confirms that all access and use by Company, Company Affiliates and End Users, throughout the Subscription Term, shall comply with the Microsoft Agreement and Microsoft EULA applicable to such Microsoft Product(s). Company shall not use the Microsoft Product(s) in conjunction with the Addova Platform prior to agreeing to the respective Microsoft Customer Agreement. Company agrees that Addova may track the utilization by End Users of the Microsoft Product(s) operating through the Addova Hosted Virtual Desktop and, at Microsoft's written request to confirm Company's compliance with the Microsoft Product Agreement and/or Microsoft EULA, Addova may provide a report to Microsoft of such utilization by End Users, provided that Addova provides a written notice to Company of such request from Microsoft and provided further that Company does not provide a written notice to Addova within ten days after the date of Addova's notice to Company of Company's objection to the release of such information to Microsoft.

3.6. External Software. Company is fully and solely responsible for any External Software, including any Microsoft Product (other than Microsoft Azure as a Utilized IaaS), that Company or any End User or Company Affiliate (or any other vendor, contractor, representative or agent of Company) installs or uses in conjunction with the Addova Cloud Services, including, without limitation, any issues involving interference with, or degradation in performance of, the Addova Cloud Services caused by such External Software. In addition, as between Addova and Company, Company is fully and solely responsible for compliance with all agreements with, and other requirements or terms of, the providers and/or publishers of such External Software. Addova shall not, and shall not be obligated to, advise or assist Company in any way with such compliance or any agreements, terms or obligations of Company with regard to External Software. Unless separately provided as a Professional Service (as expressly specified under an Order), Incidents or other issues caused by such External Software are expressly excluded from any obligation of Addova under this Agreement, including, without limitation, any representation or warranty, indemnification, SLA Commitment and/or Support Services. Company acknowledges and agrees that resolution of performance issues caused by such External Software or Company Content may require that Company subscribe to a higher tier of or additional Addova Services, which may require an additional Fee. Use of any External Software is governed by the terms of the respective agreement or license between Company (and/or its End User) and the third-party provider or publisher of such software, products or service. Addova is not a party to, and is not bound by, such separate agreement(s) or license.

3.7. Company Content. Company understands and agrees that it is fully and solely responsible for all maintenance, management, availability, security, accuracy, quality, integrity, accessibility, privacy, backup, and legality with respect to Company Content, as well as compliance with all applicable Laws with respect to such Company Content and for any infringement or violation of any Intellectual Property Rights or other rights of third parties with respect to such Company Content or by Company or its End Users. Company will secure and maintain all rights in Company Content necessary for Addova to provide the Purchased Services to Company without violating the rights of any third party or otherwise imposing any obligation or liability on Addova. Addova is not responsible for any loss, change or alteration to Company Content and does not and will not assume any obligations with respect to Company Content other than as expressly set forth in this agreement or as required by applicable Law. Addova acknowledges that it acquires no rights in the Company Content under this Agreement, except to the extent necessary for Addova to provide the Purchased Services to Company.

(a) Content Acceptable Use Policy. Company agrees to comply with, and shall require its End Users to comply with, the then-current Addova acceptable use policy requirements ("Addova Acceptable Use Policy"), and the then-current acceptable use policy of the IaaS Provider applicable to the Purchased Services ("IaaS Provider Acceptable Use Policy"), with regard to the use of Company Content in conjunction with the Addova Cloud Services. The Addova Acceptable Use Policy may be found at www.addova.com/legal/aup, the Google acceptable use policy for GCP may be found at <https://cloud.google.com/terms/aup>, and the Microsoft acceptable use for Microsoft Azure may be found at <https://azure.microsoft.com/en-us/support/legal/subscription-agreement/>.

(b) Prohibition on Addova Access to Company Content. Addova represents and warrants that Addova's access to Company Content in providing Addova Cloud Services is limited to the items of End User Activity Data. Addova acknowledges and agrees that, except as necessary to provide the Addova Cloud Services and to the limited extent permitted with respect to End User Activity Data under Section 6.3 of this Agreement, Addova's access and use of Company Content is strictly prohibited. Addova shall make available the Addova Cloud Services in such a way that Addova is not required to, and does not, access Company Content (other than End User Activity Data). Addova represents and warrants that, except as required to provide the Addova Cloud Services, Support Services, or Professional Services, its personnel are technically incapable of accessing or using the Company Content through the Addova Platform. Addova personnel shall not attempt to access or use Company Content other than as expressly permitted under this Agreement with respect to End User Activity Data. To the extent that Company inadvertently exposes Addova personnel to Company Content beyond End User Activity, such as in the course of Addova providing Support Services (e.g. troubleshooting through screen sharing), such Company Content shall not be retained, processed or used by Addova or its personnel beyond that needed to provide the Support Service, and Company shall limit such exposure to the minimum extent required for Addova to render the requested service to Company.

(c) Termination of Company's Access through Addova Cloud Services to Company Content. Upon termination or expiration of a Subscription Term or this Agreement, Company Content will no longer be accessible through the Addova Hosted Virtual Desktop Service and Company agrees that it is Company's responsibility to take appropriate measures to retain backup copies of Company Content outside of the Addova

Hosted Virtual Desktop Service prior to termination or expiration of the applicable Subscription Term or this Agreement. Notwithstanding anything to the contrary in the foregoing, at Customer's request in conjunction with the termination or expiration of a Subscription Term or this Agreement, Addova will assist Company, at Company's expense, which may include, among other charges, Fees for Professional Services, and in collaboration with the IaaS Provider for the applicable Utilized IaaS, with the administrative transfer of access to Company Content through such IaaS Provider products or services.

(d) Addova Add-On Services. Addova Add-On Services, such as the Addova Cloud Backup Service and Addova Disaster Recovery Service, are offered (depending on the Utilized IaaS) on a subscription basis to supplement Customer's business continuity, IT administration and disaster recovery programs and procedures. As such, Company acknowledges that it retains sole responsibility in utilizing such Addova Add-On Services for maintenance, management, availability, security, accuracy, quality, integrity accessibility, privacy, backup, recovery and legality of Company Content. While Addova provides Support Services to address technical questions per the procedures indicated in the Support Services Description in support of Company's use and operation of the Addova Add-On Services, Addova does not provide any data recovery services. The Addova Add-On Services are designed to instigate certain features and/or functions of the Utilized IaaS and Addova is not responsible for any failures or errors attributable to operation or performance of the Utilized IaaS. Addova is not responsible for any loss, alteration or corruption of Customer Content which may occur in conjunction with or incidental to Company's use of any Addova Add-On Services.

Section 4. Licenses, Restrictions, and Use Responsibilities

4.1. License Grant.

(a) Addova Platform. Subject to the terms and conditions of this Agreement and End User Terms, the applicable Order and Company's payment of required Fees, Addova hereby grants to Company, during the Subscription Term, a worldwide, nonexclusive, non-transferable, non-sublicensable, limited, revocable license and subscription, solely for Company's internal business purposes, to permit the number of End Users (or End User Devices), and at the permitted "capacity" (if any), designated on the applicable Order, to: (i) download and use the Addova Client on such End Users' End User Devices; (ii) access and use the Addova Hosted Virtual Desktop Service, together with associated Addova proprietary software, for operation with the Addova Platform and Company Content, as further provided under the applicable Order; and (iii) access and use Addova Control in connection with the administration of the Addova Client and other Addova proprietary software applications, for use of subscribed Addova Add-On Services, and for use of the Addova Hosted Virtual Desktop Service by End Users as permitted under this Agreement and the End User Terms. For subscriptions limited to Named End Users, each End User account shall be identified by an individual name designated by the Company and access to Addova Hosted Virtual Desktop Services through such End User account(s) cannot be shared or used by more than one named individual, with the understanding that each such Named End User account may be reassigned by Company via Addova Control to a new Named End User, replacing the prior Named End User who shall no longer have access to Addova Hosted Virtual Desktop Services. For subscriptions allowing for Concurrent End Users, End Users will be assigned to a pool of resources up to the subscribed number of Concurrent End Users, with the understanding that when fully utilized up to the subscribed number of Concurrent End Users, additional End Users will be accommodated only once the busy condition is resolved and access is available or Company increases its subscription for

additional Concurrent End Users under an Order.

(b) Documentation and Deliverables. Addova grants Company a limited, revocable, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to use the Documentation and any Deliverables for Company's internal business purposes solely in connection with Company's use of the Addova Cloud Services and the Utilized IaaS.

(c) Rights Reserved. All rights or licenses not expressly granted by Addova under this Agreement are reserved.

4.2 Restrictions. Company is only permitted to use, and allow its End Users to use, Addova Cloud Services for Company internal business purposes, and in compliance with all applicable Laws, and Company is expressly not permitted to, and will not allow End Users to: (i) sell, resell, rent, lease, sublicense, distribute, lease, time-share, decompile, reverse engineer or reverse assemble, modify, translate or create derivative works of the Addova Platform, Addova Cloud Services or any functionality that is made available through the Addova Platform; (ii) attempt to discover any source code or underlying ideas or algorithms with respect to the Addova Platform; (iii) make the Addova Cloud Services available to any third party that is not a designated End User under this Agreement; (iv) access, transmit, process or store infringing or unlawful material or material which violates the Addova Acceptable Use Policy (or applicable IaaS Provider Acceptable Use Policy) through the use of Addova Cloud Services; (v) knowingly transmit, use or store Malicious Code through Addova Cloud Services; (vi) attempt to gain unauthorized access to, or disrupt or interfere with the integrity or performance of, the Addova Cloud Services, any part thereof, or the data contained therein; (vii) access or use the Addova Cloud Services for the purpose of building a competitive product or service or copying its features, functions, graphics or user interface(s) or otherwise using or exploiting any intellectual property rights of Addova underlying the Addova Cloud Services in a manner that is not specifically authorized herein; or (viii) use the Addova Cloud Services, or permit to be used, for purposes of product evaluation, benchmarking or other comparative or competitive analysis intended for publication without Addova's prior written consent. Company is expressly prohibited from using the Purchased Services in any application or situation where use or failure could lead to death or serious bodily injury of any person, or to severe property or environmental damage ("High Risk Use"). Company (and neither Addova nor the IaaS Provider(s) for the Utilized IaaS), shall bear the liability and risk arising out of or related to any High Risk Use. The Documentation may include additional restrictions or limitations with respect to the use of the Addova Cloud Services, and Company agrees to comply with any such restrictions or limitations. In the event of a conflict between the Documentation and this Agreement, this Agreement shall control.

4.3. Use Responsibilities.

(a) Use of the Addova Cloud Services. Company understands and agrees that it has the right and obligation to configure, manage and monitor the Addova proprietary software applications which are a part of the Purchased Services, consistent with the terms and conditions of this Agreement, through the operation of Addova Control. Addova Control is designed to enable an administration capability allowing Administrative Users to add and delete End User accounts and set, modify associated access and security policies, and activate and deactivate subscribed Addova Add-On Services, as further described in the associated Documentation. Company is responsible: (i) for creating accounts for those End Users authorized by Company for access and use of Addova Cloud Services for which Company has paid the applicable Fee; (ii) for administering End User names and passwords

and for all activities conducted under such End Users' usernames and passwords; (ii) for End User compliance with this Agreement and the End User Terms for Online Product Services; (iii) for the content, accuracy, security, quality, accessibility, integrity, privacy, backup, and legality of the Company Content of the means by which Company acquired the Company Content, and for any infringement or violation of third party rights with respect to such Company Content; (iv) for using commercially reasonable efforts to prevent unauthorized access to or use of the Addova Cloud Services and notifying Addova promptly of any such unauthorized access or use; (v) for any External Software or any other third party products or services used or subscribed by Company in connection with the Purchased Services; and (vi) compliance with the Addova Acceptable Use Policy and the IaaS Provider Acceptable Use Policy(ies).

(b) Company is responsible to make sure that End Users download the appropriate Addova Client onto the End User Device. Company is further responsible, through the use by its Administrative Users of Addova Control, for granting access for End Users to the Addova Hosted Virtual Desktop Service, consistent with Purchased Services and the terms and conditions of this Agreement. Such access may be enabled via the Addova Client on the End User Device after authorization by the Administrative User of the End User's email address under Addova Control.

4.3. Violations. Addova reserves the right to suspend Company and its End User and Affiliates' access to, and use of, the Addova Cloud Services if Addova determines, in its reasonable discretion, that Company (or End Users or Company Affiliates) are violating (or have violated) any provisions of this Agreement or any IaaS Provider Terms. Failure to comply with this Section 4 will constitute a material breach of this Agreement.

Section 5. Fees and Payment

5.1. Fee Increases. At the renewal or extension of a Subscription Term, or any addition or upgrade to any Purchased Services, Company shall be responsible for the payment of the then-current Fees for such Purchased Services or the Fees otherwise set forth in the applicable Order. Company acknowledges that Addova may, from time to time, offer additional services, upgrades, features or functionality to Addova Cloud Services that Addova does not make generally available without payment of additional Fees, and that Company's access to and use of such additional services, upgrades, features and functionality (including, without limitation, any Addova Add-On Services) may require payment by Company of additional Fees pursuant to an Order.

5.2. Company is advised to review invoices carefully and promptly notify Addova of any invoice discrepancies. Addova will not be liable to Company for any billing discrepancies that are not reported to Addova in writing within thirty (30) days after the date of the invoice containing the discrepancy. If Company has elected to pay Fees to Addova via credit card and the credit card payment is rejected or charged back to Addova, or if any Fees invoiced to Company by Addova are not paid within thirty (30) days of the invoice date, Addova may: (i) with respect to rejected charges or chargebacks, cease charging Company's credit card and invoice Company for the unpaid Fees, which shall be due and payable within ten (10) days after the invoice date; (ii) accelerate the payment terms for any unpaid Fees for Purchased Services; (iii) immediately suspend the Purchased Services until payment in full is received; (iv) impose a late payment charge of the lower of one and one half percent (1.5%) per month and the highest interest rate permitted by applicable Law.

5.3. Taxes. Unless otherwise stated in an Order or invoice issued by Addova, Fees do not include any Taxes. Company is responsible for

paying all Taxes (except those based on Addova's income associated with the Purchased Services), and will pay, indemnify and hold Addova harmless from, any Taxes and any costs associated with the collection or withholding thereof, including penalties and interest.

5.45. Online Marketplace Fraud. To the extent Company acquires Purchased Services through an online marketplace or store, Company shall not directly or indirectly purchase or otherwise obtain access to such online marketplace or store through: (a) any automated, deceptive, fraudulent or other invalid means; (b) the use of robots or other automated query tools or computer generated search requests; or (c) the fraudulent use of software or credit cards.

Section 6. Intellectual Property Ownership

6.1. Intellectual Property Ownership. As between the parties and subject to the license grants under this Agreement, Addova owns and retain all right, title, and interest in and to the Addova Platform (and all information made available through the Addova Cloud Services other than Company Content), and all Intellectual Property Rights in and to any of the foregoing. As between Addova and Company, Deliverables and all Intellectual Property Rights therein are and remain the exclusive property of, and are hereby assigned to, Addova. As between Microsoft and Company and subject to the license grants under the Microsoft Customer Agreement, Microsoft shall own and retain all right, title, and interest in and to the Microsoft Product (and all information made available through the Microsoft Products (including Microsoft Azure), but excluding Company Content), and all Intellectual Property Rights in and to any of the foregoing. As between the parties and the applicable IaaS Provider(s), Company shall own and retain all right, title and interest in and to the Company Content (and all Intellectual Property Rights therein) and the IaaS Provider(s) shall own and retain all right, title and interests in and to their respective Utilized IaaS (and all Intellectual Property Rights therein).

6.2. Feedback. Company hereby agrees to assign, and hereby does assign, to Addova all Intellectual Property Rights in and to any suggestions, enhancement requests, recommendations or other feedback provided by Company or its Administrative Users or End Users relating to the Addova Cloud Services or any aspect thereof.

6.3. Consent to Use of Data. Company grants and agrees to grant Addova (a) a non-exclusive, royalty-free license during the Subscription Term to use End User Activity Data, including, without limitation, technical information about the End User Devices upon which the Addova Cloud Services are accessed and elements of End User Activity Data, solely to facilitate the provision of the Purchased Services and provide Professional Services (if any), Support Services and other services to Company with regard to the Addova Cloud Services, and (b) a non-exclusive, royalty-free perpetual license to use End User Activity information for statistical, analytical and other internal use in aggregate and de-identified form to benefit, improve and enhance the Addova Platform and Addova operations, services and business activities.

Section 7. Representations and Warranties

7.1. Company Warranties. Company represents and warrants that Company: (i) has the full authority to enter into and perform this Agreement; (ii) neither Company nor its End Users shall infringe any Intellectual Property Right of any person or party in its performance of this Agreement or with respect to the External Software or Utilized IaaS, and that the Company Content does not and shall not infringe the Intellectual Property Rights of any person or party; (iii) Company will maintain in force and will comply with all applicable Microsoft Customer Agreements and IaaS Provider Terms at all times during the

Subscription Term; and (iv) will comply with all applicable Laws, including, without limitation, in performance of its obligations under this Agreement and with regard to collection, operation, processing of Company Content, use of External Software and the Utilized IaaS, and compliance with privacy and/or data protection laws; and (v) will comply with the Addova Acceptable Use Policy and IaaS Provider Acceptable Use Policy(ies).

7.2. Addova Limited Warranties. Addova represents and warrants that: (i) Professional Services and Support Services will be performed in a professional manner; conforming to general accepted industry standards and practices for similar services; and (ii) the Addova Platform, when used in accordance with the Documentation and the terms of this Agreement, will perform in material conformance with the applicable Documentation for a period of thirty (30) days from the initial commencement of the Purchased Services.

7.3. Remedies. If Company discovers that Addova has failed to perform a service as warranted under Section 7.2 and promptly report such failure to Addova during the applicable warranty period, Company's sole and exclusive remedies, and Addova's sole and exclusive obligations, for breach of the warranties set forth in Section 7.2 are as follows: (a) with respect to a breach of the warranty set forth in Section 7.2(i), Addova will promptly re-perform such Professional Services or Support Services, as applicable, at no additional cost to Company, and (b) with respect to a breach of the warranty set forth in Section 7.2(ii), Addova will fix the Addova proprietary software applications to remedy the failure applicable to Order for the Purchased Service(s) impacted by such failure. The limited warranties set forth in Section 7.2 shall not apply to the extent that the Addova Platform (or any Addova proprietary software application): (i) fails to perform as warranted as a result of its use with, or any failure of, any External Software, Company Content, or any network, software, hardware or other element not supplied by Addova; (ii) due to any cause external to the Addova Platform or beyond Addova's reasonable control, or (iii) as a result of use for an unintended purpose, inconsistent with the Documentation or this Agreement or other improper or unauthorized use or misuse.

7.4. No Warranty. EXCEPT AS PROVIDED IN THIS SECTION 7, THE PURCHASED SERVICES, ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ADDOVA MAKES NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT MAY ARISE BY OPERATION OF LAW. WITHOUT LIMITING THE FOREGOING, ADDOVA DOES NOT WARRANT THAT THE ADDOVA SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. Company assumes the responsibility and risk to take adequate precautions against damages to Company or its operations that could be caused by interruptions or errors. Addova Services are provided on an "as available" basis, and Addova is not responsible for any loss of Company Content. Addova makes no representations or warranties whatsoever with respect to the Utilized IaaS, any Microsoft Product or any External Software.

7.5. Microsoft Warranties and External Software Warranties. For warranties concerning the Microsoft Product (including Microsoft Azure), Company should refer to the Microsoft Customer Agreement. Addova makes no warranty or representation whatsoever with respect to the Microsoft Product or any External Software.

7.6. New Releases of Existing Products. Company acknowledges and

agrees that Addova may from time to time release new versions of or changes to Online Product Services and that IaaS Providers may release new versions of or changes to a Utilized IaaS. In addition, Company acknowledges that Addova may, at any time, modify, remove, replace, or add new features or functionality with respect to the Addova Cloud Services made generally available to Addova customers.

Section 8. Confidentiality; Privacy; Company Data

8.1. Confidentiality. As used herein, "Confidential Information" means all confidential and proprietary information of either party, whether oral or written, that is designated or identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including, without limitation, the terms and conditions of this Agreement, technology comprised in the Addova Cloud Services, End User mobile device activation key codes, business and marketing plans and designs, technical information, product designs, trade secrets and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party without restriction on use or disclosure prior to its disclosure by the receiving party; (iii) was independently developed by the receiving party without breach of any obligation owed to the disclosing party as evidenced by documentation; or (iv) is rightfully received from a third party without restriction on use or disclosure. The Addova Platform consists of Confidential Information of Addova.

8.2. The receiving party shall not use or disclose any Confidential Information other than to exercise its rights and/or perform its obligations under this Agreement, except with the disclosing party's prior written consent or as otherwise required by law or legal process. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to its Affiliates or other agents who have a bona fide need to know such Confidential Information; provided, that each such Affiliate or agent is bound by confidentiality obligations at least as protective as those set forth herein. The receiving party shall protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). The receiving party shall promptly notify the disclosing party if it becomes aware of any actual or reasonably suspected breach of confidentiality of Confidential Information. Notwithstanding anything to the contrary in this Agreement, and only to the extent necessary, either party may disclose the existence and terms of this Agreement to potential investors and acquirers in connection with a bona fide financing or acquisition due diligence.

8.3. The receiving party is permitted to disclose Confidential Information of the disclosing party to the extent so compelled by law or legal process, with the understanding that such receiving party shall provide the disclosing party with prompt written notice prior to such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's expense, if the disclosing party wishes to contest the disclosure.

8.4. If the receiving party discloses (or threatens to disclose) any Confidential Information in breach of this Section 8, the disclosing party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies may be inadequate.

8.5. Upon any termination of this Agreement, the receiving party shall continue to maintain the confidentiality of the Confidential

Information for five (5) years and, upon request, return to the disclosing party or destroy (at the disclosing party's election) all materials containing such Confidential Information, with the exception of information required to be retained by law or for internal archival and procedural purposes, provided that Company's final export of Company Data shall be conducted in accordance with this Agreement. Notwithstanding the foregoing, any Confidential Information relating to a trade secret of a party shall be maintained as confidential by the other party for so long as such Confidential Information remains protected as a trade secret.

8.6 Company understands that information collected, used and disclosed by Addova is subject to its then-current Privacy Policy (presented to Company at <https://www.addova.com/legal/>), and Company acknowledges and agrees to the terms of such Privacy Policy.

Section 9. Miscellaneous

9.1. Reference and Publicity. Company agrees to consider the following upon reasonable request by Addova: (i) serving as a reference account, (ii) the identity of Company as a customer of Addova on Addova's website, marketing materials and other mutually agreed communications, and (iii) collaborating on case studies as Company realizes a return on investment following successful deployment.

9.2. Relationship of Parties. The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third party beneficiaries to this Agreement.

9.3. Entire agreement, Amendment and language. This Agreement may only be modified upon written acceptance of the modifications by both parties; provided, however, that if a subsequent Order provides that such Order is subject to the then-current version of the Addova Cloud Subscription Agreement (or other Addova form of agreement for the subscription to Addova Cloud Services), then such referenced Addova form of agreement shall apply to Purchased Services acquired under such Order and also to all then current subscriptions to Purchase Services from any prior Orders. Agreements and any Orders may be signed in counterparts, including without limitation, by way of facsimile or electronic document transmission, with the same effect as if both parties had signed the same document. This Agreement supersedes all prior or versions, proposals or representations, written, oral or otherwise, concerning its subject matter. Questions about the Agreement may be addressed to legal@addova.com.

9.4. No Waiver. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in full force and effect.

9.5. Notice. All notices to Company will be sent to the electronic address in the contact information provided by Company in this Agreement or at the electronic mailing address provided for Company in the applicable Order or at registration for Addova Services and will be considered received within one business day following dispatch. All notices to Addova must be sent to legal@Addova.com as well as to the Legal contact for notices set forth in the Order and will be considered received within one business day following dispatch.

9.6. Construction. The section headings of this Agreement are for

convenience only and have no interpretive value. Whenever used in this Agreement, regardless of whether specified, the terms "includes," "including," "e.g.," "for example" and other similar terms are deemed to include the term "without limitation" immediately thereafter. For purposes of this Agreement: (i) the word "or" is not exclusive and the word "and/or" is the inclusive "or" and (ii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Any Exhibits, addenda, attachments and the like, referred to herein will be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

9.7. Escalation. Any dispute between the parties relating to this Agreement which is not readily resolved will be submitted to a senior executive of each party. Either party may initiate this proceeding by notifying the other party pursuant to the notice provisions of this Agreement. Within five (5) business days from the date of receipt of the notice, the parties' designated must confer (via telephone or in person) in an effort to resolve the dispute. The decision of the executives (if documented in writing and signed by the Executives) will be final and binding on the parties. In the event the executives are unable to resolve the dispute within twenty (20) days after submission to them, either party may pursue a claim or action as provided under the Agreement to resolve the dispute. Notwithstanding anything to the contrary in this Section 12.11, either party may take immediate steps to secure or protect its Confidential Information and Intellectual Property Rights and Addova may take immediate steps to enforce and ensure compliance with the licenses granted under this Agreement.

9.8. Order of Precedence. The Agreement, Work Order and this schedule supersedes all preceding agreements between the parties, including click-through agreements that Company or an End User may have agreed to during trial or previous subscription services to any Addova services. In the event of a conflict between this schedule and an Order, the Agreement and Work Order shall control unless the Order expressly states otherwise.

APPENDIX 1

IAAS PROVIDER ADDITIONAL TERMS AND CONDITIONS

A. Microsoft

In addition to the terms and conditions of this Agreement, Customer's and its End Users' use of Microsoft Azure is governed by the applicable Microsoft Customer Agreement affirmatively entered into by Company with respect to its use of Microsoft Azure.

As a condition to granting rights to the Microsoft Product, Microsoft requires, as and to the extent required by Law, that Company notify individual End Users that their data may be processed for purpose of disclosing it to law enforcement or other governmental authorities and Company shall obtain the End User's consent regarding same.

Company is responsible to assure that its access to and use of the Microsoft Product (including Microsoft Azure) is in full compliance with the license rights and obligations specified in the respective Microsoft Customer Agreement and any applicable Microsoft end user license terms.

B. Google

In addition to the terms and conditions of this Agreement, use of GCP by Company and its End Users, whether under a direct subscription with Google or as an element of or in conjunction with Purchased Services, is subject to and governed by the Google Cloud Platform Terms of Service (see <https://cloud.google.com/terms>) ("GCP Terms"). Company agrees that Google is a third party beneficiary of this Agreement and may enforce the GCP Terms directly with Company

regardless of whether Company subscribes GCP directly from Google or as an element of or in conjunction with Purchased Services.

Company will not, and will not allow End Users to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any source code from GCP (except to the extent such restriction is expressly prohibited by applicable law); sell, resell, sublicense, transfer or distribute GCP; or (c) access or use the GCP (i) in a manner intended to avoid incurring fees for such services; (ii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iii) in a manner that breaches, or causes the breach of, export control laws; or (iv) to transmit, store, or process health information subject to United States regulations under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time ("HIPAA") except as permitted by an executed HIPAA Business Associate Agreement with Google.

To the fullest extent permitted under applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of GCP and (b) makes no representation about content or information accessible through GCP. GCP is not intended for High Risk Use. Any use of GCP for High Risk Use will be at Company or its End User's own risk and Company will be solely liable for the results of any failure of GCP when used for High Risk Use.

Company and its End User's will comply with the then-current acceptable use policy for GCP described at <https://cloud.google.com/terms/aup> ("AUP") and will defend, indemnify and hold Addova harmless from any violation of the AUP by Company or any End User.

Company will not: (a) use, and will not allow End Users to use, GCP to operate or enable any telecommunications service, or to place or receive calls from any public switched telephone network including as part of a program that Company creates or hosts using GCP ("Company Application"), with the understanding that the foregoing restriction shall not apply to Google Meet; or (b) use GCP to provide a hosting, outsourced, or managed services solution to unaffiliated third parties, except as part of a Customer Application that provides value distinct from GCP.

Google may update GCP, provided the updates do not result in a material reduction of the functionality, performance, availability, or security of GCP.

Google may suspend GCP if (a) necessary to comply with applicable law or protect GCP or Google's infrastructure supporting GCP or (b) Company or any End User's use of GCP does not comply with the AUP, and it is not cured following notice from Google.

Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally without input from the copyright holders. Google will respond to notices of alleged copyright infringement and may terminate repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act. If Company believes a person or entity is infringing Company's or its End User's copyrights and would like to notify Google, Company can find information about submitting notices, and Google's policy about responding to notices, at <http://www.google.com/dmca.html>.

To the extent that Addova Cloud Services include any feature or elements that utilize Google Map features or content, the following

shall apply: a. Use of Google Maps features and content is subject to the then-current versions of the: i. Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html; and ii. Google Privacy Policy at <https://www.google.com/policies/privacy/>. b. Company will not, and will not permit its End Users to: i. Export, extract, or otherwise scrape Google Maps Content for use outside of the Addova Cloud Services, for example, not: 1. Download Google Map tiles, Street View images, geocodes, directions, distance matrix results, roads information, places information, elevation values, and time zone details; 2. Save business names, addresses, or user reviews; 3. Use Google Maps Content with text-to-speech services; or 4. Include any Google Maps Content in any electronic or printed documents; ii. Cache Google Maps Content except as expressly permitted under Maps Service Specific Terms (described at <https://cloud.google.com/maps-platform/terms/mps-service-terms>) iii. Create content based on Google Maps Content, for example, not: 1. Trace or digitize roadways, building outlines, utility posts, or electrical lines from the Maps JavaScript API Satellite based map type; 2. Create 3D building models from 45° Imagery from Maps Javascript API; 3. Build terrain models based on elevation values from the Elevation API; 4. Use latitude/longitude values from the Places API as an input for point-in-polygon analysis; 5. construct an index of tree locations within a city from Street View imagery; or 6. convert text-based driving times into synthesized speech results, iv. Create a product or service with features that are substantially similar to or that re-create a Google product or service. v. Use the Google Maps Core Services for High Risk Activities.