

## License Agreement

This Software License Agreement (this “**Agreement**”) is made as of [REDACTED], 2020, by and between KubeMQ Ltd. (“**KubeMQ**”), an Israeli company with registered offices at 132 Menachem Begin Rd., Tel-Aviv Israel and [REDACTED], a [REDACTED] company with registered offices at [REDACTED] (the “**Customer**”).

**WHEREAS**, KubeMQ is the developer and owner of a proprietary software product as specified in the Order Form (as defined below), and;

**WHEREAS**, Customer wish to acquire a license to use of the Software (as defined below), and;

**WHEREAS**, Customer wish to acquire professional services including system analysis, integration, customization;

**WHEREAS**, KubeMQ agrees, on the basis of Customer’s representations and obligations contained herein, to grant Customer certain rights and licenses, as further described hereunder and Customer agree to accept such rights and licenses under the terms of this Agreement.

**Now Therefore**, in consideration of the foregoing premises and agreements hereinafter contained, the parties mutually agree as follows:

### 1. Definitions.

- 1.1. “**Additional Restrictions**” means use restrictions on the Software or Derivative Works as specified in the Order Form.
- 1.2. “**Business Day**” a day of the week between Sunday and Thursday, commencing at 09:00 and ending at 18:00 Israel time.
- 1.3. “**Cluster**” means a set of three or more Nodes (as defined below) connected together, as specified in the applicable Order Form.
- 1.4. “**Customer Application**” means pre-existing software, hardware, systems or other applications owned or licensed by the Customer (and not including any integrated Software).
- 1.5. “**Derivative Works**” shall mean any software or work of authorship, whether in Source or Object form, that is based on or derived from the Software. For the purposes of this Agreement, Derivative Works shall not include works that merely link to the Software.
- 1.6. “**Distributable Integrations**” means an Integrated Product that has been created or developed by Customer in connection with a product or project as set forth in the Order Form.
- 1.7. “**Documentation**” shall mean the standard written materials provided to the Customer by KubeMQ that describe the Software. Documentation does not include any written materials provided by third party licensors in connection with Third-Party Software.
- 1.8. “**Integrated Product**” means the product resulting from integrating a copy of the Software or a Derivative Work with a Customer Application, by or on behalf of Customer.
- 1.9. “**License Effective Date**” means the commencement of the Term (as defined below) as specified in the applicable Order Form.
- 1.10. “**License Type**” means the License plan sold to Customer as set forth in the respective Order Form. Each License Type shall include list of Software components, and different support commitments from KubeMQ as specified in **Exhibit B** attached hereto.

- 1.11. “**Node**” one instance of the Software application.
- 1.12. “**Object Form**” shall mean computer software in the form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.
- 1.13. “**Open Source**” means software or similar subject matter that is distributed under an open source license such as (by way of example only) the GNU General Public License, GNU Lesser General Public License, Apache License, Mozilla Public License, BSD License, MIT License, Common Public License, any derivative of any of the foregoing licenses, or any other license approved as an open source license by the Open Source Initiative.
- 1.14. “**Order Form**” means the order form attached as **Exhibit A** hereto.
- 1.15. “**Services**” means professional Services, Support and Maintenance Services or any other services, if any, to be provided by KubeMQ to Customer as described in the Order Form.
- 1.16. “**Software**” shall mean the KubeMQ software program(s) set forth in the respective Order Form, including associated Documentation including any Updates. To the extent that Customer is entitled to such under this Agreement, then the term Software shall include all Upgrades provided in connection thereto. Except as otherwise specified herein, the term Software does not include Third-Party Software.
- 1.17. “**Taxes**” shall mean any form of taxation, levy, duty, customs fee, or charge of whatever nature and by whatever authority imposed (including without limitation sales, use, excise or value added taxes and withholding taxes and any fine, penalty, surcharge or interest).
- 1.18. “**Third-Party Software**” shall mean software that KubeMQ licenses from third parties and distributes or makes available as a part of, or together with, the Software.
- 1.19. “**Update**” means a generally available minor functional and technical upgrade of the Software; for example purposes only, this may include some minor new features and/or bug fixes. This is typically indicated by a number to the right of the decimal point, such that, for example, Version 3.3 is a New Version of Version 3.2.
- 1.20. “**Upgrade**” means a new generally-available release of the Software that typically includes significant new features, functionality and/or enhancements. This is typically indicated by a number to the left of the decimal point, such that, for example, Version 4.0 is a New Release from Version 3.3.

## 2. **License.**

- 2.1. **Grant of License.** During the respective Term (as specified in the Order Form) subject to compliance with the terms of this Agreement, including without limitation payment of License Fees (defined below), KubeMQ grants Customer a non-exclusive, non-transferable, non-sublicensable (except as permitted herein) license to use Software, which shall include the following (the “**License**”) as set forth in the Order Form:
  - 2.1.1. Use the Software for internal purposes;
  - 2.1.2. Market and distribute copies of the Software or a Derivative Work (in Object Form only) solely as included within Customer's Distributable Integrations;
  - 2.1.3. Use the Software (in Object Form) or Derivative Work to support and maintain distributed copies of the Distributable Integrations.
- 2.2. **Restrictions.** For the avoidance of doubt, copies of the Software and Documentation are only licensed hereunder, and no title in or to such copies (or the

Software or Documentation itself) pass to the Customer. KubeMQ reserves all rights not expressly granted herein, and, except for the License, Customer is granted no other right or license to the Software or Documentation, whether by implied license, estoppel, patent exhaustion, operation of law, or otherwise. As a condition to the License Customer must not, and shall not permit any third party to, directly or indirectly: (i) use the Software, except as permitted under this Agreement; (ii) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to the Software for any purpose including timesharing or service bureau purposes except as permitted under this Agreement; (iii) remove or alter any copyright, trademark or proprietary notice in the Software or the Documentation; (iv) transfer, use or export the Software in violation of any laws or regulations of any government or governmental agency; (v) reverse engineer, decompile or modify any encrypted or encoded portion of the Software without prior written authorization from KubeMQ; (vi) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Software, such as those that restrict or monitor access or use thereof; (vii) use the Software to infringe, misappropriate or violate any third party's intellectual property rights, or any applicable Law; (viii) use any portion of the Software, Documentation or its Derivative Works to create a competitive service, product or technology with that of KubeMQ. The foregoing License is also subject to any Additional Restrictions, if any, which for the avoidance of doubt is in addition to, and without derogating from, any other use restrictions set forth herein. In addition, the scope of the License granted hereunder depends on the License Type that Customer acquired under the applicable Order Form.

- 2.3. **Third-Party Software.** Customer acknowledges that portions of the Software include Third-Party Software (including Open Source software) that may be subject to the terms and conditions imposed by the licensors of the Third-Party Software (“**Third-Party Terms**”). KubeMQ may make available a list of such Third Party Software and the Third-Party Terms in the Documentation or via a supplementary list. Customer agrees (i) that its use of the Third-Party Software is subject to and governed by the Third-Party Terms; (ii) to comply with all Third-Party Terms; and (iii) that this Section 2.3 and Sections 7.2 (Warranty and Warranty Disclaimer) and 8 (Limitation of Liability) of this Agreement also apply to and govern Customer's use of the Third-Party Software. To the extent of any conflict between any Third-Party Terms and the terms of this Agreement, the Third-Party Terms shall prevail in connection with the related Third-Party Software. Notwithstanding anything to the contrary in this Agreement, KubeMQ makes no warranty or indemnity with respect to any Third-Party Software.
- 2.4. **Delivery.** KubeMQ agrees to deliver Software in the manner, and in accordance with the schedule, set forth in the corresponding Order Form, and to deliver License keys for the License Term of each Software. In the event the applicable Order Form does not specify the delivery method, the Software shall be delivered electronically. Acceptance of the Software shall be deemed to occur upon delivery in accordance herewith.

### **3. Support and Maintenance, Professional Services.**

- 3.1. **Support and Maintenance.** For the duration of the License Term, KubeMQ shall, in respect of the corresponding License Type and as specified in the applicable Order Form:
  - 3.1.1. Provide Customer with the support and maintenance services described in **Exhibit B** hereto at the level of service detailed therein (“**Support and Maintenance Services**”).

- 3.1.2. Provide Customer with Updates and/or Upgrades as specified in the respective Order Form. Any such Update or Upgrade shall be deemed part of the Software, and subject to the terms of this Agreement. Customer shall be obligated to integrate any Update or Upgrade as required by KubeMQ.
- 3.2. Notwithstanding the above, KubeMQ reserves the right at any time not to release, or to discontinue release of, any Software and to alter features, specifications, functions, licensing terms or other characteristics of any future releases of the Software.
- 3.3. In the event Customer wishes to receive professional Services, Customer may request same from KubeMQ in writing, and, subject to KubeMQ's agreement to provide the professional Services, such professional Services shall be set out in sequential professional Services Statements of Work (that reference the corresponding Order Form to which it relates) to this Agreement executed by both Parties (each, a "SOW"), and shall be charged in accordance with the terms of such SOW. Each SOW is hereby deemed incorporated into this Agreement by reference. To the extent of any conflict between the main body of this Agreement and a SOW, the former shall prevail, unless and to the extent that the SOW expressly states otherwise.

#### **4. Ownership.**

Each party shall retain ownership of all of its intellectual property rights in existence prior to entering into this Agreement. As between the parties, KubeMQ is, and shall remain, the sole and exclusive owner of all intellectual property rights in and to: (a) the Software, (b) the Documentation, and (c) any improvements, of or to the foregoing (regardless of inventorship or authorship). Any rights not expressly granted by KubeMQ in this Agreement, are hereby reserved. All Derivative Works of the Software that Customer may create as part of the development of a Distributable Integration, or which a Contractor (as defined below) may create on behalf of Customer, shall be owned by Customer.

#### **5. Fees and Payment Terms.**

- 5.1. **Fees.** Customer shall pay KubeMQ the following fees (collectively "Fees"):
  - 5.1.1. **License Fee.** The total License fee for the License as set forth in the applicable Order Form ("**License Fee**"). For clarity, the License Fee is calculated per the number of Clusters used and are based on the License Type of each License. If Customer wishes to increase the number of Clusters, it may do so by purchasing more licenses;
  - 5.1.2. **Services Fee.** The total fee for any Support and Maintenance Services or professional Services to be performed by KubeMQ hereunder as set forth in the applicable Order Form and SOW ("**Services Fee**");
- 5.2. **Invoicing and Payment Terms.** Invoicing and payment shall be in accordance with the payment schedule and method set forth in the applicable Order Form or SOW (as the case may be). Except as may be expressly provided otherwise in this Agreement, all fees are nonrefundable, non-cancelable, and without right of set-off. Except as may be expressly provided otherwise in an Order Form or SOW (if any), all fees are priced and payable in US Dollars. Overdue amounts shall accrue interest as of the due date at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less. In addition, interest at the foregoing rate will accrue from the original due date as to disputed amounts to the extent it is later determined that such amounts were in fact due and payable.
- 5.3. **Audit.** Customer shall maintain in the ordinary course of business appropriate records of its use of the Software and in connection with this Agreement throughout the Term and for at least two (2) years thereafter. Customer agrees that KubeMQ

may audit such records to determine Customer's compliance with this Agreement. Any such audit shall require reasonable notice and be performed during Customer's normal business hours. If an audit reveals underpayments of fees due pursuant to this Agreement, then Customer shall immediately pay KubeMQ such underpayments, together with the costs reasonably incurred by KubeMQ in connection with the audit and obtaining compliance with this subsection. KubeMQ may from time to time use and process anonymized data about Customer's use of the Software and Third Party Software for the purposes of monitoring its activities and use of the Software in connection with the License terms.

- 5.4. **Taxes.** All Fees payable under or pursuant to this Agreement are exclusive of VAT (including any other similar sales or purchase tax or duty levied by any other jurisdiction), and of any Taxes, which shall be the sole responsibility of Customer. All payments and amounts due hereunder shall be paid without deduction, set-off, or counter claim and free and clear of any restrictions or conditions and without deduction for any Taxes, excluding taxes based on KubeMQ's net income. If Customer is required under any applicable law or regulation to withhold or deduct any portion of the payments due to KubeMQ, then the sum payable to KubeMQ will be increased by the amount necessary so that KubeMQ receives an amount equal to the sum it would have received had Customer not made any withholding or deduction.

## **6. Term and Termination.**

- 6.1. **Term.** The duration of each License granted herein shall be subject to the License Type specified in the Order Form ("**Initial Term**"). Unless terminated in accordance with the terms detailed below, the Initial Term of each License shall be automatically renewed for an additional License term similar to the Initial Term, as applicable (each a "**Renewal Term**"), unless Customer or KubeMQ provides written notice prior to the end of the Initial Term or any Renewal Term, as specified in the Order Form, of its intent not to renew (the Initial Term and all Renewal Terms shall collectively be referred to as the "**License Term**"). If Customer shall continue to use the Software past any renewal date, Customer shall be deemed to have renewed the term of the License for the following term at the rates applicable for said new term.
- 6.2. **Termination.** Notwithstanding Section 6.1, this Agreement may be terminated by KubeMQ on written notice if the Customer:
- 6.2.1. Materially breaches the terms of this Agreement, and such breach is not cured or remedied within fourteen (14) days after written notice of the breach is given to the Customer (in the event such breach is curable);
- 6.2.2. Shall become insolvent, cease doing business as a going concern, make an assignment for the benefit of its creditors, or admit in writing its inability to pay debts, or if proceedings are instituted by or against it in bankruptcy, under the insolvency laws, or for receivership or dissolution, provided such proceedings are not dismissed within thirty (30) days of their commencement.
- 6.3. **Consequences of Termination.** Upon termination or expiry of this Agreement for any reason, all Order Forms and relevant SOWs shall automatically terminate. Upon expiration or termination of each Order Form, its License shall automatically terminate, Customer shall cease all access and use of the Software, Documentation and shall (as directed) permanently uninstall, destroy, delete or return all copies of the Software and other Confidential Information (as defined below) of KubeMQ in Customer's possession or control. Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or

expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

**7. Warranty and Warranty Disclaimer.**

7.1. **Warranty.** KubeMQ warrants that the Software will substantially conform to the specifications set forth in the Documentation for a period of thirty (30) days from the License Effective Date. The foregoing warranty shall not apply in the event that the Software is used other than in accordance with the Documentation or as permitted in this Agreement, or if the Software is modified by any party other than KubeMQ.

7.2. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY STATED HEREIN, THE SOFTWARE (AND ANY THIRD-PARTY SOFTWARE AND DERIVATIVE WORKS) AND ALL SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS; HOWEVER, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**8. Limitation of Liability.**

8.1. IN NO EVENT SHALL KUBEMQ BE LIABLE TO THE CUSTOMER UNDER THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE TOTAL CUMULATIVE LIABILITY OF KUBEMQ FOR ANY AND ALL DAMAGES OR LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO KUBEMQ UNDER THIS AGREEMENT WITHIN ONE (1) YEAR PRECEDING THE DATE UPON WHICH THE CLAIM FOR SUCH LIABILITY IS BROUGHT.

8.2. Customer agrees to be solely responsible and liable to its contractors and/or employees for their use of the Software-.

**9. Confidentiality.**

9.1. Each party (“**Recipient**”) may have access to certain non-public and/or proprietary information of the other party (“**Discloser**”), including (without limitation) confidential trade secrets and other information related to the products, software, pricing, product roadmaps, technology, data, know-how, inventions, or business of the other party, whether written or oral, and any such other information that, regardless of the manner in which it is furnished and given the totality of the circumstances, is considered proprietary, confidential, or sensitive (“**Confidential Information**”).

9.2. The Recipient shall (i) keep confidential, not disclose or otherwise make available to any third party, and not use for purposes beyond the scope of this Agreement, any Confidential Information of the Discloser, without the prior written consent of the Discloser; and (ii) use at least the same degree of care that it uses to protect its own confidential information (but in no event less than reasonable care), implement

appropriate measures to ensure the security, integrity, and confidentiality of the Discloser's Confidential Information, and protect it from unauthorized access or use. Notwithstanding the foregoing, the Recipient may disclose Discloser's Confidential Information to its employees and agents that need to know such information solely to permit Recipient to exercise its rights and obligations hereunder, but only if each such employee and/or agent is aware of Recipient's confidentiality obligations hereunder, is bound by confidentiality obligations at least as restrictive as the terms of this Agreement, and provided that Recipient shall be liable to Discloser for any breach of said confidentiality obligations by an employee or agent.

- 9.3. The Recipient's confidentiality obligations with respect to the Discloser's Confidential Information shall continue for a period of two (2) years after the termination of this Agreement (but in any event, for not less than five (5) years from the Effective Date).
- 9.4. The confidentiality obligations under this Section 9 shall not apply to any Confidential Information that: (a) is or becomes generally available to the public other than as a result of a breach of this Agreement by the Recipient or its representatives, (ii) is or has been independently acquired or developed by the Recipient without violating any of the Recipient's obligations under this Agreement, (iii) was within the Recipient's possession prior to it being furnished to the Recipient by the Discloser, or (iv) is received from a source other than the Discloser; provided that, in the case of (iv) above, the source of such information was not known by the Recipient to be bound by a confidentiality obligation to the Discloser or any other party with respect to such information. If the Recipient is requested or required by any legal or investigative process to disclose any Confidential Information of the Discloser, the Recipient shall (to the extent legally permitted) provide the Discloser with prompt notice of each such request, as well as reasonably requested information and assistance (at Discloser's cost), so that the Discloser may seek to prevent the disclosure of its Confidential Information. If disclosure is required and a protective order is not obtained, the Recipient may disclose that portion of the Confidential Material that its legal counsel advises it is compelled to disclose.
- 9.5. Upon termination of this Agreement, or upon the other party's request, each party undertakes to return to the other party, or destroy, any Confidential Information belonging to the other party.

## **10. Third Party Contractors.**

To the extent that Customer engages a third party service provider (“**Contractor**”) to provide any services on its behalf as part of which such Contractor shall use the Software, Customer shall (i) inform Contractor of the number of permitted Clusters and/or Nodes and of Customer's License obligations and restrictions under this Agreement and cause Contractor to be bound by corresponding obligations and restrictions at least as restrictive as those set forth herein; and (ii) remain liable for any breach of said obligations or restrictions by Contractor.

## **11. General.**

- 11.1. **Dispute Resolution.** If Customer is not satisfied with the Software, or any Services provided by KubeMQ, Customer agrees to provide KubeMQ with a written description of its grievance and to make a good faith effort to amicably resolve said grievance with KubeMQ before commencing any legal proceedings. KubeMQ also agrees to make a good faith effort to amicably resolve any grievance with Customer before commencing legal proceedings.
- 11.2. **Governing Law and Jurisdiction.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Israel, without regard to its conflicts of law rules. Any claim, dispute or controversy between the parties will be

subject to the exclusive jurisdiction and venue of the courts located in Tel-Aviv, Israel, and each party hereby irrevocably submits to the personal jurisdiction of such courts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

- 11.3. **Notices.** All notices hereunder must be in writing and in English, and will be deemed given: (i) when delivered by hand or five (5) days after being sent to the respective addresses indicated on the Order Form; (ii) if sent via email (to the email address specified below), upon an email reply confirmation of receipt by the receiving party which should be sent within 2 (two) Business Days' receipt of the originating email; or (iii) to a facsimile, using a method that provides for positive confirmation of delivery.
- 11.4. **Export Responsibilities.** Customer agrees to comply with, and be solely responsible and liable for, all applicable export control restrictions in connection with its use of the Software and any technical data that KubeMQ may provide. In the event that Customer breaches this Section 11.4, KubeMQ may terminate this Agreement for material breach.
- 11.5. **Assignment.** This Agreement and any rights or obligations hereunder: (i) may not be transferred or assigned by Customer without the prior written consent of KubeMQ which shall not be unreasonably withheld; but (ii) may be transferred or assigned by KubeMQ. Subject to the foregoing conditions, this Agreement shall be binding upon and inure to the benefit of each party and its respective assigns. Any prohibited assignment shall be null and void.
- 11.6. **Subcontracting.** KubeMQ may subcontract services under this Agreement to third parties or affiliates without Customer's prior approval; provided, however, that (i) subcontractors must agree to keep any Customer Confidential Information confidential; and (ii) KubeMQ remains responsible to Customer for the performance of its obligations hereunder. Customer acknowledges and agrees that to provide certain services, it may be necessary for Customer information, including Confidential Information, to be transferred between KubeMQ, its affiliates, and/or subcontractors, which may be located worldwide.
- 11.7. **Independent Contractor.** Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the parties. Each party shall be solely responsible for payment of its personnel including applicable taxes, deductions, other payments and benefits.
- 11.8. **Non-solicitation.** Customer agrees not to solicit or hire any personnel of KubeMQ with whom Customer has had contact in connection with this Agreement. Customer may hire an individual employed by KubeMQ who, without other solicitation, responds to advertisements or solicitations aimed at the general public.
- 11.9. **Force Majeure.** Except with respect to the payment of Fees owing under this Agreement, neither party will be liable for non-performance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, volcanic activity, government restrictions, terrorist acts or other causes beyond its reasonable control.
- 11.10. **Headings and Capitalized Terms.** All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. Any capitalized terms not separately defined in the exhibits to this Agreement shall have the meaning ascribed to them herein.
- 11.11. **Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then



such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.

- 11.12. **Waiver**. The delay or failure of either party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.
- 11.13. **Entire Agreement**. This Agreement, including all exhibits hereto, constitutes the exclusive terms and conditions with respect to the subject matter hereof, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Customer to place orders or otherwise effect transactions hereunder. This Agreement represents the final, complete and exclusive statement of the agreement between the parties with respect to subject matter hereof and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter hereof are merged therein.
- 11.14. **Amendment**. This Agreement may not be amended except by a written instrument signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives and have caused this Agreement to become effective as of the Effective Date.

\_\_\_\_\_  
**KubeMQ Ltd.**

\_\_\_\_\_  
**Customer**

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

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

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

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

**Exhibit A**

**Order Form**

KubeMQ Ltd. (“**KubeMQ**”) and \_\_\_\_\_ (“**Customer**”) agree that this Order Form (“**Order**”) is governed by the terms and conditions of the IBM marketplace

## **Exhibit B**

### **Support and Maintenance Services**

This Exhibit defines and regulates KubeMQ's support and maintenance obligations with respect to the Software. The applicable provisions of the Agreement shall apply to this Exhibit and it shall automatically terminate upon the termination or expiration of the Agreement without additional notices, unless otherwise expressly provided herein.

Customer shall be entitled to receive support as set forth in the IBM marketplace.