

## LENS EXHIBIT

**1. Application and Services.** Mirantis provides software and tools for cloud native software development, devops and related purposes (the “Lens Software”), centralized cloud services (“Lens Cloud”), and/or related support and other services (“Lens Services”). For purposes of this Exhibit, the Lens Software, Lens Cloud and Lens Services shall be collectively referred to as the “Services.” This Exhibit does not cover any Mirantis software other than Lens Software, Lens Cloud or Lens Services. Other Mirantis software or services may be distributed and licensed under separate software license terms and any professional services (other than the Services set forth in this Agreement in connection with the Lens Software) will be offered under additional or separate terms. Please note that Lens Personal Users are subject to a separate set of terms and are not subject to the terms of the Agreement or this exhibit.

**2. Additional Service Types.** The Services are subject to additional terms as shown below (“Additional Terms”). For clarity, unless otherwise indicated in specific Additional Terms, Services are provided by Mirantis.

**2.1 Lens Desktop Software Additional Terms**

**2.2 Lens Cloud Services Additional Terms**

**3. Obligations of the Parties.**

**3.1.** Mirantis shall provide the Lens Services as set forth in an applicable Order Form.

**3.2** Mirantis may modify or discontinue the Lens Services and/or features or elements of Lens Services at any time and without notifying Customer, provided that Mirantis will not make changes to the Service for the purpose of altering increasing charges during the current term of the Order Form.

**3.3** Customer may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit Services in any manner.

**4. License and Intellectual Property**

**4.1** Subject to terms and conditions of this Exhibit and Agreement, Mirantis grants Customer a limited, personal, non-exclusive, and non-transferable license to use the Services.

**4.2.** Except as expressly provided in the Agreement, Mirantis and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. Customer will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

**4.3.** As between Customer and Mirantis, Customer owns all right, title and interest (including, all intellectual property rights) in and to the content Customer has created ("User Content").

**4.4.** Customer grants Mirantis a perpetual, irrevocable, fully-paid and royalty-free license to collect, access, process, transmit, store, copy, share, display, and use any data and information collected by Mirantis or provided by Customer in connection with Customer's use of the Services in order to provide, operate, develop, improve, and/or optimize any of our Services, and otherwise as permitted by the Mirantis Privacy Policy.

**4.5.** All trademarks, service marks, logos, trade names and any other proprietary designations of Mirantis or Lens used herein are trademarks or registered trademarks of Mirantis. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

**4.6.** Mirantis reserves the right, in its sole discretion, to terminate the Lens ID and disable access to Services of any user who is the subject of repeated Digital Millennium Copyright Act or other infringement notifications.

#### **4. Lens IDs**

**4.1.** The use of some features of the Services may require signing up and registering for a personal Lens ID account with Mirantis ("Lens ID"). If Customer (including its users accessing the Services ("Users")) choose to register for a Lens ID, they shall provide accurate, complete, and up-to-date registration information. Some Services may exchange a Customer Lens ID login information to authentication keys or tokens ("ID Tokens"). Customer is responsible for all use of Lens IDs of its Users, for the security of their password and any ID Tokens that may be used to access and Customer Lens ID and Customer acknowledges that it will be solely and fully responsible for all losses incurred through, or in connection with, access to and use of the Software and Services under such credentials. If Customer becomes aware of any unauthorized use of any Lens ID, it agrees to notify Mirantis immediately, change passwords for such Lens IDs, and revoke all ID Tokens.

**4.2.** Each Lens ID is personal to a User designated by Customer and Customer is allowed to create a single Lens ID for each Users. Customer is not allowed to create Lens IDs for others and Customer nor

its Users are allowed to create multiple Lens IDs for a single User or others.

**4.3.** Some features of the Services may have usage limits. Mirantis reserves the right to enforce usage limits in its sole discretion. Repeated exceeding of the usage limits may lead to suspension or termination of Customer's Lens ID.

## **5. Post-Termination**

**5.1.** Upon any termination or expiration of this Agreement, whether by Customer or Mirantis, any information (including User Content) that Customer have submitted on or through the Services may no longer be accessed by Customer and Mirantis will have no obligation to maintain any such information in its storage, databases or to forward any such information to Customer or any third party. Customer is solely responsible for retrieving Customer's User Content from the Services prior to termination of Customer's account. If we terminate the Agreement or disable Customer's Lens ID other than as a result of Customer's breach of this Agreement, we will provide Customer a reasonable opportunity to retrieve Customer's User Content. Upon termination, Customer will immediately stop using the Lens Software and if installed on servers controlled by Customer, immediately remove the Lens Software.

## **6. Telemetry and Use of Personal Information.**

**6.1.** Customer agree to allow Mirantis and its affiliates to store and use information provided by Customer, including names, business phone numbers, and business e-mail addresses anywhere Mirantis does business that will be used only in connection with Mirantis' business relationship with Customer, and may be transferred worldwide between Mirantis, its affiliates, subcontractors, partners, and assignees for uses consistent with Mirantis' business relationship with Customer. Except for the foregoing and except for Lens Cloud Services as further stipulated in the Additional Terms, Customer's use of, and Mirantis providing the Services does not require Customer to provide, disclose or give access to Mirantis any personal information (e.g. Personally Identifiable Information) or similarly protected sensitive data or personal data to Mirantis. Customer agree to take all reasonable steps to avoid disclosure of personal data to Mirantis; and that Customer are liable for all Customer's personal data related obligations, including without limitation, confidentiality and data protection and privacy obligations and restrictions, imposed by applicable law, regulation or court order. If disclosed, Customer warrants that Customer has obtained all the relevant consents to disclose personal data to Mirantis, and Customer will defend, indemnify and hold Mirantis harmless from and against any claims arising out of Customer's breach of this Section 6.1.

**6.2 Automated Lens Software Updates.** The Lens Software may automatically communicate with Mirantis servers to determine whether there are updated version(s) of the Lens Software available.

Customer agree that the Software may be updated automatically on Customer's computer without providing any further notice or receiving any additional consent. Customer may manually opt- out from automated Software updates.

**6.3 Telemetry Usage Tracking.** The Lens Software may automatically communicate with Mirantis servers to perform automated software updates and usage tracking. This data is collected only for Mirantis legitimate interest and for the purpose of making the Software better. In the default mode, the Lens Software automatically communicates with Mirantis servers to send certain telemetry data about the usage. The telemetry data contain information about user interface events and generic information about the attached clusters. For avoidance of doubt, no sensitive data is sent, but some of the data can be qualified as data identifying an individual under various jurisdictions and Customer may manually opt-out from sending telemetry data.

**6.4.** Mirantis will send occasional promotional emails about features, updates, events, and relevant announcements. By providing Customer's email, Customer agree to receive these communications. Customer can opt out when Customer create Customer's Lens ID or by clicking the “Unsubscribe” link in our emails. Please note that Customer may still receive important non-promotional communications.

## **7. Third Party Sites and Services.**

**7.1** As part of providing the Services, Mirantis may make services developed and maintained by third-parties available to Customer (“Third-Party Services”). Customer acknowledge that Customer's use of any Third-Party Services may be subject to additional fees, a separate agreement between Customer and the Third-Party Services provider, and that Mirantis shall not be a party to any such agreement. Customer's use of such Third-Party Services is at Customer's own risk and Mirantis does not endorse and is not responsible for the accuracy, functionality, usefulness, or intellectual property rights of or relating to any Third-Party Services.

**7.2** Services may include hyperlinks to other web sites or resources (collectively, “External Sites”). Such links are provided solely as a convenience to our users and Mirantis has no control over any External Sites which are provided by companies or persons other than Mirantis. Customer acknowledge and agree that Mirantis is not responsible for the availability of any External Sites, and does not endorse any advertising, products or other materials on or available from the External Sites. If Customer decide to access any of the External Sites linked to from the Services, Customer do so entirely at Customer's own risk and Customer must follow the privacy policies and terms and conditions for those External Sites.

**8. Additional Indemnification.** In addition to the indemnification obligations set forth in the Master Agreement and consistent with the terms therein to the extent permitted by law, Customer agrees to

defend, hold harmless and indemnify Mirantis and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any third party claim arising from or in any way related to (i) Customer's breach of the Agreement; (ii) Customer's violation of applicable laws, rules or regulations in connection with their use of the Services or Lens Materials; or (iii) Customer's User Content, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such case, Customer will provide Mirantis with written notice of such claim, suit or action; will provide Mirantis the opportunity to control the defense and/or settlement of such claim, suit or action.