

AZUL SOFTWARE AGREEMENT

TERMS AND CONDITIONS



1. Definitions.

“Product” means the Azul software product detailed and further set forth in the applicable Exhibit A and an Order (and are incorporated herein by reference) in object code form.

“Distribute” or a “Distribution” means delivering to, or making available to, a third-party end user (either directly or through indirect or other means including without limitation reseller channels, assignment, or sublicense).

“Distribution Rights” means a Product described as “for distribution” with the specific processor(s), operating system(s), and Java version(s) that are being licensed to Customer and are authorized for use, as specified in the applicable Order.

“Order” means the applicable order, executed by the parties in writing, for where Customer purchases Software Services subject to the terms of this Agreement.

“Software Services,” “Units” and “Third-Party Software Licenses” have the meanings as detailed and further set forth in the applicable Exhibit A and an Order (as defined in Section 5.2).

“Software Services Term” means the initial term for Software Services reflected in the Order, together with any renewals thereof.

2. Grant of Product License. Subject to Customer’s material compliance with all of the terms herein, Azul shall provide the Software Services for, and grants Customer the Product License (as defined in the applicable Exhibit A) to, the Product as set forth on each Order. Customer may only use the Product on the number of Units that have been purchased. Customer may make copies of the Product for back-up purposes, but Azul retains ownership of all copies. Customer acknowledges that the Product contains and uses certain third-party and/or open-source software (“Third-Party Software”). THIRD-PARTY SOFTWARE IS SUBJECT TO AND GOVERNED BY (AND CUSTOMER AGREES TO AND WILL INDEMNIFY AZUL FOR CUSTOMER’S NONCOMPLIANCE WITH) THE THIRD-PARTY SOFTWARE LICENSES AS DEFINED IN THE APPLICABLE EXHIBIT A. Notwithstanding anything to the contrary herein, this Agreement does not limit or supersede any rights or obligations Customer has as a result of Third-Party Software Licenses. For avoidance of doubt, a Product licensed without charge or for a nominal charge (“Evaluation License”) is subject to the terms of an Evaluation License Agreement between Azul and Customer and not this Agreement.

3. Customer Restrictions and Obligations. Customer will not (and will not allow any third party to): (i) use Software Services or Support Services to support installations or deployments of a Product on more Units than have been purchased; or (ii) unless so authorized in the applicable Exhibit A or an Order, externally Distribute the Product or any portion thereof (even though an applicable Third-Party Software License may give Customer the right to Distribute the Product) or the Documentation; or (iii) post or Distribute the Product (or any portion thereof) on any publicly accessible website or any other public means; or (iv) provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, the Product (except as expressly and specifically authorized by Azul in writing); or (v) reverse engineer, disassemble, decompile, or modify or create derivative works of the Product (except to the extent such restriction is prohibited by applicable law or is allowed by a relevant Third-Party Software License); or (vi) export or re-export the Product in violation of any applicable laws or regulations; or (vii) Distribute, sell or offer for sale any Azul product (irrespective of how or where such Azul product is obtained) without paid and active Software Services for such Azul product; or (viii) remove or alter any copyright, trademark, or other proprietary notice from the Documentation or the Product or any portion thereof. Except for the rights expressly granted herein, Azul retains all right, title and interest in and to the Product. Prior to disposing of any media or apparatus containing any part of the Product or Documentation, Customer shall completely destroy any Product and Documentation contained therein. All the limitations and restrictions on Products in this Agreement also apply to Documentation and screens.

4. Support and Maintenance. While the Software Services for a Product have not expired or been terminated, and Customer is otherwise in material compliance with its obligations under this Agreement, Azul will provide

support and maintenance services for that Product as and to the extent described in Exhibit B (“Support Services”), the applicable Exhibit A, and as set forth in an applicable Order. Customer may not use Support Services: (i) in violation of any Support Services Restrictions described in the applicable Exhibit A or in an Order; or (ii) purchased with a given Support Tier to support installations or deployments of a Product that have purchased Software Services with a lower level of Support Tier (for example without limitation, Premium Support cannot be used to support installations that have purchased Standard Support only). For clarity and notwithstanding anything in this Agreement to the contrary, Azul has no obligation to provide Support Services to Customer’s end users.

5. Fees and Payment.

5.1 Fees. Customer agrees to pay to Azul (or the Business Partner from whom Software Services or other services are purchased) the fees as set forth in an applicable Order. Fees for Software Services and subsequent renewals are paid up front in advance of the initial term or renewal term, as applicable.

5.2 Payment Terms. Software Services and other services are ordered by (i) Customer completing and Customer and Azul both executing an Order in Azul’s then current standard form identifying this Agreement (“Order Form”), or (ii) a subsequent Customer purchase order referencing the original Order Form where such purchase order has been accepted by Azul in writing. Azul shall invoice Customer for the fees owed: (a) for new Software Services, on or after receipt of an Order, (b) for Software Services renewals, no earlier than sixty (60) days prior to the end of the then-current term, and (c) for other services, after the other services have been completed. In addition, Customer will pay all taxes (other than taxes on Azul’s income), shipping, duties, and backup withholding; when Azul has the legal obligation to pay or collect such taxes, the appropriate amount shall be paid by Customer directly to Azul. Payments must be made in the currency specified on the original Order Form within thirty (30) days from the date of invoice. Any payments more than thirty (30) days overdue will bear a late payment fee of 1.5% per month, or, if lower, the maximum rate allowed by law. For Software Services or other services purchased through a Business Partner, this Section 5.2 shall have no force or effect.

6. Compliance and Reporting. Upon written request from Azul, and not to exceed once per calendar year, Customer shall review its use of the Software Services and provide a certificate to Azul executed by an authorized signatory of Customer stating that Customer is in material compliance with the terms and conditions of this Agreement, including but not limited to confirmation that all applicable fees have been paid. If any underpayments are revealed by any such review (or if Customer otherwise becomes aware of any underpayments), Customer shall promptly pay any underpayments.

7. Term and Termination.

7.1 Termination of the Agreement. The term of this Agreement will begin on the Effective Date and will terminate upon written notice of termination given by one party to another after the latest expiration of any Software Services covered under this Agreement. Notwithstanding the foregoing, termination of this Agreement will not operate to terminate any active Software Services, and the terms and conditions of this Agreement will continue in full force and effect (except no new or renewals of Software Services may be purchased) until the latest expiration of any Software Services covered under this Agreement. Either party may terminate this Agreement in the event of a material breach by the other party by providing thirty (30) days prior written notice, provided that such other party does not cure such breach within such notice period. Except for uncured material breach by Azul, in no event shall the termination of this Agreement or any Software Services by Customer: (a) reduce or eliminate Customer’s obligation to pay any outstanding payments or invoices owed at the date of such termination, or (b) give rise to any right to receive a refund of payments already made by Customer to Azul (for clarity, said payments are non-refundable) or the Business Partner from whom Software Services are purchased. If Azul fails to cure its material breach of this Agreement within thirty (30) days of notification by Customer of such material breach, Azul shall refund to Customer an appropriate portion of the remaining unamortized software services fee paid by customer for the product that is the subject of the material breach.

7.2 Termination of Software Services. Each Software Services hereunder shall begin as of the date set forth on the application Order and shall continue for the initial term set forth on such Order. Following such initial term, each Software Services hereunder shall automatically renew for successive

terms equal in length to the initial term; provided that either party may terminate Software Services by giving notice to the other of its intention not to renew no later than sixty (60) days before the end of the then-current term. Unless such notice is timely given, such Software Services will renew as set forth above. Renewals of Software Services will be at the same price as the fees paid for the then-current term, unless otherwise notified in writing by Azul (or the Business Partner from whom Software Services are purchased).

7.3 Effect of Termination. Upon the termination of this Agreement, all licenses granted hereunder (except for licenses granted on a perpetual basis under the applicable Exhibit A and only if a material breach of this Agreement by Customer has not occurred) shall immediately terminate and Customer shall promptly cease all use of all affected Products and return or destroy all copies of all affected Products and all portions thereof and so certify to Azul. Any rights, obligations and duties herein which by their nature extend beyond the expiration or termination hereof shall survive any cancellation, expiration or termination hereof. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

8. Indemnification. Except in the case of an Evaluation License and subject to any restrictions as provided in an applicable Exhibit A, Azul shall hold Customer harmless from amounts actually paid to unaffiliated third parties resulting from a claim by such third party that: (i) a Product infringes any validly issued United States patent issued sixty (60) days or more before the beginning of the Software Services Term applicable to such Product; or (ii) a Product infringes any copyright or misappropriates any trade secret; or (iii) arises from an indemnification obligation pursuant to an indemnification obligation that is provided for in an applicable Exhibit A: provided Azul is promptly notified of any and all threats, claims and proceedings related thereto (provided that a failure to provide prompt notice shall not relieve Azul of its obligations hereunder except to the extent Azul is materially prejudiced by such delay) and given reasonable assistance by Customer at Azul's expense, and the opportunity to assume sole control over defense and settlement (without limiting the foregoing, Azul will not be responsible for any settlement it does not approve). If such a claim is made or appears possible, Customer agrees to permit Azul, at Azul's sole discretion, to (i) modify or replace the Product, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use. If Azul reasonably determines that none of these alternatives is reasonably available, Azul may terminate this Agreement, and any applicable Orders, in their entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and Azul will refund an appropriate portion of the remaining unamortized Software Services fee paid by Customer following such notice and termination. The foregoing indemnification obligations do not apply with respect to a Product or portions or components thereof (i) not created by Azul (including, without limitation, Third-Party Software) except as provided for in an applicable Exhibit A, (ii) made in whole or in part in accordance to Customer specifications, (iii) that are modified after delivery by Azul, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of such Product is not strictly in accordance herewith. Azul will not indemnify Customer for any Product claim (as set forth in this Section 8) that is based on: (i) intellectual property that Customer was made aware of prior to the Effective Date of this Agreement (pursuant to a claim, demand, or notice); or (ii) Customer's actions prior to the Effective Date of this Agreement. Customer will indemnify Azul from all damages, costs, settlements, attorneys' fees and expenses related to (i) any claim of infringement or misappropriation excluded from Azul's indemnity obligations as set forth above, or (ii) any other claim in connection with the Product or the use or Distribution thereof. This Section 8 provides Customer's exclusive remedy (and Azul's sole liability) for any infringement claims or damages.

9. Limited Warranty and Disclaimer. Except in the case of an Evaluation License, Azul warrants for a period of ninety (90) days from the beginning of the applicable Software Services Term that the Product will materially conform to Azul's then current Documentation for such Product. This warranty covers only problems reported to Azul during the warranty period. ANY LIABILITY OF AZUL WITH RESPECT TO A PRODUCT OR THE PERFORMANCE THEREOF UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR, IF REPLACEMENT CANNOT SUBSTANTIALLY CORRECT A BREACH OF WARRANTY IN A COMMERCIALY REASONABLE TIME, AZUL MAY, AT ITS SOLE DISCRETION, TERMINATE THE RELEVANT ORDER FOR SOFTWARE SERVICES, IN WHICH CASE CUSTOMER MAY RECEIVE A PRO RATA REFUND OF AN APPROPRIATE PORTION THE REMAINING

UNAMORTIZED SOFTWARE SERVICES FEE PAID BY CUSTOMER FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM. EXCEPT FOR THE FOREGOING WARRANTY BY AZUL, ALL PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND FROM ANYONE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR ANY WARRANTIES IMPLIED BY THE COURSE OF DEALING OR USAGE OF TRADE. FURTHER, AZUL DOES NOT WARRANT RESULTS OF USE OR THAT THE PRODUCTS WILL BE UNINTERRUPTED, BUG FREE, THAT AZUL WILL CORRECT ALL ERRORS, OR THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED, OR MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS.

10. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, AND EXCEPT FOR BODILY INJURY OR BREACHES OF SECTIONS 2, 3, OR 11, NEITHER AZUL NOR ANY OF ITS LICENSORS NOR CUSTOMER SHALL BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER HEREOF OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID TO IT HEREUNDER WITH RESPECT TO THE APPLICABLE PRODUCT OR SERVICES DURING THE SIX MONTH PERIOD PRIOR TO THE CAUSE OF ACTION OR (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS ACQUIRED WITHOUT AZUL'S CONSENT; (III) FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; (IV) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (V) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. THE PRODUCT IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF THE PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE, AND USE OF THE PRODUCT FOR SUCH ACTIVITIES IS NOT AUTHORIZED. THE PARTIES AGREE THAT THIS SECTION 10 REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT AZUL WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION.

11. Confidentiality. During the term of this Agreement, each party (a "Disclosing Party") may provide the other party (a "Receiving Party") with confidential and/or proprietary materials and information ("Confidential Information"), including but not limited to, in the case of Azul, all software, code, algorithms, or know-how it provides hereunder. All materials and information provided by Disclosing Party to Receiving Party and identified at the time of disclosure as "Confidential" or bearing a similar legend, and all other information that the Receiving Party reasonably should have known was the Confidential Information of the Disclosing Party, shall be deemed Confidential Information. Without limiting the foregoing, all Products are Confidential Information of Azul. Receiving Party shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of Disclosing Party. Receiving Party will only use the Confidential Information internally for the purposes contemplated hereunder. The obligations in this Section 11 shall not apply to any information that: (i) is made generally available to the public without breach of this Agreement, (ii) is developed by the Receiving Party independently from the Confidential Information, (iii) is rightfully disclosed to Receiving Party by a third party without restriction, or (iv) was in the Receiving Party's lawful possession or known to it prior to the disclosure, without any confidentiality restriction. Receiving Party may disclose Confidential Information as required by law or court order; provided that, Receiving Party provides Disclosing Party with prompt written notice thereof and uses its best efforts to limit disclosure. At any time, upon Disclosing Party's request, Receiving Party shall return to Disclosing Party all Disclosing Party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof. This Section 11 survives the termination or expiration of this Agreement for a period of three (3) years from the later of the date of last disclosure of Confidential Information by the Disclosing Party or receipt of Confidential Information by the Receiving Party.

12. Business Partners. Azul has entered into agreements with other authorized organizations, including but not limited to resellers, distributors, and consultants, to promote, market, sell and support certain Azul products and services (such organizations are "Business Partners"). When Customer purchases Products, Software Services and/or other services through a Business Partner, Azul confirms that it is responsible for providing the Product,

associated Support Services, and/or other services to Customer under the terms of this Agreement. Azul is not responsible for (a) the actions of Business Partners, (b) any additional obligations Business Partners have to Customer, or (c) any products or services that Business Partners supply to Customer under any separate agreements between a Business Partner and Customer.

government restrictions (including the denial or cancellation of any export or other license), or other causes outside the reasonable control of the obligated party. Neither party is excused from taking reasonable steps to follow its normal disaster recovery procedures or its obligation to pay for Software Services or other services delivered.

13. Order Forms and Conflict of Terms. Software Services and other services are ordered by completing and executing an Order Form in Azul's then-current standard form identifying this Agreement. When executed by the parties, such Order Forms will become part of this Agreement, including any terms specified in the "Additional Terms" section on a mutually executed Order Form ("Additional Terms"). Capitalized terms not defined herein shall have the meaning set forth in the Order Form. When accepted by Azul, a purchase order meeting the requirements set forth in Section 5.2 (a "PO") will become part of this Agreement, excluding any terms or conditions of such PO which conflict with or are inconsistent with any of the terms and conditions of this Agreement or any Order Form, which PO terms or conditions shall be of no force or effect. In the event of any conflict between the Additional Terms of an Order Form and this Agreement, the Additional Terms of the Order Form executed by both parties shall control. For Software Services or other services purchased through a Business Partner, this Section 13 shall have no force or effect.

14. Miscellaneous. Each party represents and warrants that it shall comply with all applicable laws and regulations in connection with its performance hereunder. Any pre-printed or otherwise conflicting terms of any related purchase order, confirmation, or similar form (not including the Additional Terms of any Order Forms mutually executed by Azul and Customer), even if signed by the parties after the date hereof, shall have no force or effect. Neither this Agreement nor the licenses granted hereunder are assignable or transferable without the prior written consent of the other party (and any attempt to do so shall be void) except that either party may assign and transfer all of its rights and obligations hereunder without such consent to a successor to (as applicable) substantially (i) all of Azul's Product business, or (ii) assets or Customer's business for which Products are licensed and Support Services are provided. The parties agree that they are each independent contractors and nothing in this Agreement will be deemed to establish a joint venture, partnership, agency or employment relationship between the parties. The provisions hereof are for the benefit of the parties only and not for any other person or entity. Any notice, report, approval, authorization, agreement or consent required or permitted hereunder shall be provided either in writing (and notices shall be sent to the address the applicable party has or may provide by written notice or, if there is no such address, the most recent address the party giving notice can locate using reasonable efforts) or via e-mail (if to Azul, at legal@azul.com, or if to Customer, at the e-mail address set forth on the most recent Order Form, or such other e-mail address as Customer has provided to Azul). No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. Azul may use Customer's name and logo in client listings. No right or license, express or implied, is granted in this Agreement for the use of any Azul or third-party trade names, service marks or trademarks, including, without limitation, the Distribution of the Products utilizing any Azul trademarks. If any provision shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this arrangement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. This is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof and any waivers or amendments shall be effective only if made in writing and executed by the parties. The substantially prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorney's fees and costs in connection with such action. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all Products and accompanying documentation provided by Azul are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these terms and shall be prohibited except to the extent expressly permitted by these terms. Except for nonpayment, neither party shall be liable for nonperformance or delays caused by, but not limited to, acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, terrorist acts, telecommunications/internet outages that is not caused by the obligated party,

EXHIBIT A-1
“AZUL PLATFORM PRIME”

Product:

Azul Platform Prime

- Includes the Azul Zulu Prime Builds of OpenJDK, Azul Zulu Prime System Tools (ZST), ZVision, Azul Mission Control, and the Cloud Native Compiler module of the Azul Intelligence Cloud (Customer managed deployment) as described in the Documentation.

Product License: Azul grants Customer a time-based subscription license (during the applicable Software Services Term), without rights to sublicense, worldwide, nontransferable (except in connection with a permitted assignment pursuant to Section 14 of the Agreement), nonexclusive right to use the Product in object code form only; provided that certain Third-Party Software is instead licensed pursuant to the relevant terms set forth below in the Third-Party Software Licenses. Customer may only use the Product on Systems for which Customer has purchased a Unit and solely in connection with Customer’s internal business operations.

CUSTOMER ACKNOWLEDGES THAT RELEASES OF THE PRODUCT PRIOR TO OCTOBER 2020 MAY INCLUDE FEATURES TO PREVENT USE AFTER THE APPLICABLE SOFTWARE SERVICES TERM AND/OR USE INCONSISTENT HEREWITH.

Software Services: Time-based Product License (as described above) subscription and Support Services for the Product during the applicable Software Services Term.

Support Services Additions: In addition to the Support Services as described in Exhibit B of the Agreement, Azul will use commercially reasonable efforts to:

- update the Azul Zulu Prime Builds of OpenJDK for a given update release within the timeframe as specified below after the update is released for General Availability (GA) by the associated OpenJDK project as follows:

	Support Tier		
	Platinum	Premium	Standard
Security fixes that have an identified CVE	48 hours	7 days	15 days
Security fixes that have an identified CVE, bug fixes, and other updates	30 days	30 days	30 days

- Common Vulnerabilities and Exposures (“CVE”) is as defined by the NIST National Vulnerability Database (reference <https://nvd.nist.gov/vuln>); and
- update Azul Mission Control and the non JDK components of the Product for a given update release no later than thirty (30) days after the update is released for General Availability (GA) by the OpenJDK project; and
- backport security fixes that have an identified CVE from newer supported Java Major Releases to older supported Java Major Releases in accordance with the timeframes in the table above; and
- ensure that the Product delivered to Customer has passed the OpenJDK Technology Compatibility Kit (TCK) that is available for a given major release of Java; and
- for those Customers who have purchased Support Services with the Platinum or Premium Support Tiers (and except for those releases designated as “Not Verified” or “NV”), ensure and so certify with each release of the Product that no Accessible APIs in the Product carry licenses that require code that runs on the Product using those APIs to carry a specific license, and that use with other Software does not contaminate the code or intellectual property of such Software with any license requirements, and distribution of such Software can be governed by any license at the discretion of the owner of the Software. For purposes herein, (a) “Accessible APIs” means all Java classes accessible via the JDK/JRE class path or module path, as well as all native symbols accessible via .h files included in the JDK/JRE; and (b) “Software” refers to application or code of Customer or third parties, which runs on or accesses the Product via the Accessible APIs.

Designated Support Contacts: As further detailed in Section 8 of Exhibit B (Support Services) of the Agreement, Customer may only contact Azul through Customer’s Designated Support Contacts and may designate up to the number of contacts as set forth in the table below based on the number of Units purchased and the Support Tier selected and paid for by Customer:

Number of Units	DESIGNATED NUMBER OF SUPPORT CONTACTS		
	Standard	Premium	Platinum
1 to 1,000	2	2	4
1,001 to 2,000	2	4	6
2,001 to 5,000	2	6	8
5,001 to 10,000	2	8	10
10,001 to 20,000	4	10	12
20,001 and over	4	12	15

Third-Party Software Licenses: As listed at <https://docs.azul.com/prime/tpl.html>.

Indemnification: For Support Services purchased with the Platinum or Premium Support Tiers, Indemnification as described in Section 8 of the Agreement will include (i) both the Product and respective Third-Party Software; and (ii) the anti-contamination provisions contained in the Support Services Additions section above stated.

Product-specific Definitions:

- “Virtual Core” or “vCore” means a virtual representation of processing power in a single hardware virtualization that can run its own operating system and execute applications like a physical machine. The number of Virtual Cores is calculated such that each Virtual Core maps to a single hardware thread in the underlying processing core. If a Customer is only able to calculate its physical computer processing cores, then each physical computer processing core will be equal to two (2) Virtual Cores.
- “Unit” means Software Services with one or more instances of Azul Zulu Prime Builds of OpenJDK or Azul Zulu Builds of OpenJDK running on one (1) Virtual Core; and one or more instances of Azul Mission Control running on an unlimited number of Virtual Cores; and one or more instances of the Cloud Native Compiler module of the Azul Intelligence Cloud running on an unlimited number of Virtual Cores.

EXHIBIT A-2
“AZUL PLATFORM CORE”

Product:

Azul Platform Core

- Includes Azul Zulu Builds of OpenJDK and Azul Mission Control as Described in the Documentation

Product License:

Azul grants Customer a perpetual, worldwide, nonexclusive right to use the Product; provided that certain Third-Party Software is instead licensed pursuant to the relevant terms set forth below in the Third-Party Software Licenses.

Software Services: Time-based Support Services for the Product during the applicable Software Services Term.

Support Services Additions: In addition to the Support Services as described in Exhibit B of the Agreement, Azul will use commercially reasonable efforts to:

- update the Azul Zulu Builds of OpenJDK for a given update release within the timeframe as specified below after the update is released for General Availability (GA) by the associated OpenJDK project as follows:

	Support Tier		
	Platinum	Premium	Standard
Security fixes that have an identified CVE	48 hours ¹ / 15 days	7 days ¹ / 15 days	15 days ¹ / 30 days
Security fixes that have an identified CVE, bug fixes, and other updates	7 days ¹ / 15 days	15 days	30 days

– ¹ Limited to Azul Zulu Builds of OpenJDK for 64-bit Java versions 7 onward running on ARM64 processors and x86 processors on Linux, Windows and macOS operating systems

– Common Vulnerabilities and Exposures (“CVE”) is as defined by the NIST National Vulnerability Database (reference <https://nvd.nist.gov/vuln>); and

- update Azul Mission Control and the non JDK components of the Product for a given update release no later than thirty (30) days after the update is released for General Availability (GA) by the OpenJDK project; and
- backport security fixes that have an identified CVE from newer supported Java Major Releases to older supported Java Major Releases in accordance with the timeframes in the table above; and
- ensure that the Product delivered to Customer has passed the OpenJDK Technology Compatibility Kit (TCK) that is available for a given major release of Java; and
- for those Customers who have purchased Support Services with the Platinum or Premium Support Tiers (and except for those releases designated as “Not Verified” or “NV”), ensure and so certify with each release of the Product that no Accessible APIs in the Product carry licenses that require code that runs on the Product using those APIs to carry a specific license, and that use with other Software does not contaminate the code or intellectual property of such Software with any license requirements, and distribution of such Software can be governed by any license at the discretion of the owner of the Software. For purposes herein, (a) “Accessible APIs” means all Java classes accessible via the JDK/JRE class path or module path, as well as all native symbols accessible via .h files included in the JDK/JRE; and (b) “Software” refers to application or code of Customer or third parties, which runs on or accesses the Product via the Accessible APIs.

Designated Support Contacts: As further detailed in Section 8 of Exhibit B (Support Services) of the Agreement, Customer may only contact Azul through Customer’s Designated Support Contacts and may designate up to the number of contacts as set forth in the table below based on the number of Units purchased and the Support Tier selected and paid for by Customer:

Number of Units	DESIGNATED NUMBER OF SUPPORT CONTACTS		
	Standard	Premium	Platinum
1 to 1,000	2	2	4
1,001 to 2,000	2	4	6
2,001 to 5,000	2	6	8
5,001 to 10,000	2	8	10
10,001 to 20,000	4	10	12
20,001 and over	4	12	15

Third-Party Software Licenses: As listed at <https://docs.azul.com/core/tpl>.

Indemnification: For Support Services purchased with the Platinum or Premium Support Tiers, Indemnification as described in Section 8 of the Agreement will include (i) both the Product and respective Third-Party Software; and (ii) the anti-contamination provisions contained in the Support Services Additions section above stated.

Product-specific Definitions:

- “Desktop” means a physical desktop or laptop computer.
- “Virtual Core” or “vCore” means a virtual representation of processing power in a single hardware virtualization that can run its own operating system and execute applications like a physical machine. The number of Virtual Cores is calculated such that each Virtual Core maps to a single hardware thread in the underlying processing core. If a Customer is only able to calculate its physical computer processing cores, then each physical computer processing core will be equal to two (2) Virtual Cores.
- “Unit” means Software Services with one or more instances of Azul Zulu Builds of OpenJDK running on one (1) Virtual Core; and one or more instances of Azul Mission Control running on an unlimited number of Virtual Cores. For Software Services purchased for Desktop-only use as reflected in an Order, “Unit” means Software Services with one or more instances of Azul Zulu Builds of OpenJDK running on one (1) Desktop; and one or more instances of Azul Mission Control running on an unlimited number of Desktops.

EXHIBIT B
SUPPORT AND MAINTENANCE SERVICES (“SUPPORT SERVICES”) TERMS AND CONDITIONS

1. **SUPPORT AND MAINTENANCE SERVICES.** Support Services consist of (a) Error corrections provided to Customer’s Designated Support Contacts concerning the installation and use of supported versions of the Product, (b) Product updates that Azul in its discretion makes generally available to its support and maintenance customers without additional charge, (c) access to Azul’s support portal and download site, and (d) facilities for case and bug tracking, escalation of problems for priority attention, and assistance with troubleshooting to diagnose and fix errors in the Product. Certain benefits of Support Services depend on the support tier which has been selected and paid for by Customer (the “Support Tier”), as set forth in the table below:

Benefit	SUPPORT TIER	
	Standard	Platinum or Premium
Support Hours and First Response SLA	Standard Business Hours Next Business Day SLA	24x7x365 hours 1 hour SLA
Product Downloads and Fixes	Regular quarterly releases	Regular quarterly releases, Early Access to upcoming releases, and Hot Fixes
Number of Tickets	6 Tickets per year	Unlimited Tickets
Phone/Email/Web support	Phone, Email and Web	Phone, Email, and Web
Support Forum Access	Read & Write	Read & Write

2. **ERROR PRIORITY LEVELS.** Azul shall exercise commercially reasonable efforts to correct any Error reported by Customer in the current unmodified release of the Product in accordance with the priority level reasonably assigned to such Error by Azul.

- Priority 1 Errors means a report that the Product is failing to perform in accordance with the Documentation and that such failure is reproducible and makes one or more critical functions of the Product inoperable. To be classified as Priority 1, an Error must (i) prevent a Customer from conducting critical and primary business functions (that are consistent with the Product’s intended use and functions) in a production environment, and (ii) have no immediate fix or work-around. For Priority 1 Errors, Azul shall commence the following procedures: (i) assign Azul engineers to diagnose the Error; (ii) notify Azul management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide Customer with periodic reports on the status of the corrections; and (iv) immediately initiate work on a prioritized basis to provide Customer with a Workaround or Fix as soon as commercially reasonable.
- Priority 2 Errors means a report that the Product is functioning but in a significantly degraded or restricted capacity. To be classified as Priority 2, an Error must be reproducible and (i) cause a high impact on some portion of Customer’s primary business functions (that are consistent with the Product’s intended use and functions) in a production environment, and (ii) have no immediate fix or work-around. For Priority 2 Errors, Azul shall commence the following procedures: (i) assign Azul engineers to diagnose the Error; (ii) notify Azul management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide Customer with periodic reports on the status of the corrections; and (iv) initiate work to provide Customer with a Workaround or Fix as soon as commercially reasonable.
- Priority 3 Errors means a report of degraded operations of the Product and reproducible limited condition that causes a slight or non-critical failure of the Product to function according to the Documentation. Azul shall exercise commercially reasonable efforts to include a Fix for the Error in the next regular Product release.
- Priority 4 Errors means a report of minimal impact and means a minor problem or error(s) in the Documentation, a desired change in the Product which can be easily circumvented or avoided, or a Product enhancement request. Azul may, at its sole option, include a Fix for the Error or the requested enhancement in a future release of the Product.

3. **EXCLUSIONS.** Azul shall have no obligation to provide any Support Services for: (i) altered or damaged Products; (ii) any version of a Product that is not currently supported per the Product Lifecycle Policy; (iii) Product problems caused by Customer’s negligence, abuse or misapplication use of Products other than as specified in the Documentation or other causes beyond the control of Azul; (iv) Products installed on any hardware that is not listed as supported in the Documentation; or (v) Product or Product component(s) or Product feature(s) specifically identified as “Feature Preview”, “Early Access”, “Not Supported”, or “Experimental”. Azul shall have no liability for any changes in Customer’s hardware which may be necessary to use the Product.

4. **CUSTOMER RESPONSIBILITIES.** Customer shall exercise commercially reasonable efforts in cooperating with and providing information to Azul with regard to Support Services. Customer is required to assist Azul until problem resolution. Required Customer activities may include logging into Customer’s systems for diagnosis of problems, downloading and installation of software updates, retrieval and transfer of system logs/files, re-installation of the Product, and participation in tests for fixes.

5. **CASE RESOLUTION PROCESS.** Using good faith and reasonable judgment, Customer will assign an initial Priority Level to each report prior to reporting it to Azul, and Azul will assign a unique tracking number to each report as it is reported. Using good faith and reasonable judgment, Azul may change the Priority Level of a report. Azul will assign technical support resources and provide progress reports for each report, using commercially reasonable efforts to do so, in accordance with Section 2 of this Exhibit B.

6. **TARGET RESPONSE TIME.** A response to a request for Support Services shall consist of receipt of and acknowledgement by Azul of Customer’s request for Support Services (the “First Response”). Azul will use commercially reasonable efforts to provide a First Response within the target SLA response time set forth in the table below. Customer acknowledges that a First Response may not include resolution for all requests for Support Services. However, Customer acknowledges and understands that no software is perfect or error free and that, despite Azul’s commercially reasonable efforts, Azul may not be able to provide answers to or resolve some or all requests for Support Services. Azul makes no promises, guarantees, or assurances of any kind that it will be able to resolve all of Customer’s Support Services requests.

Error Type	TARGET RESPONSE TIME	
	Standard	Platinum or Premium
Priority 1	1 Business Day	1 hour
Priority 2	2 Business Days	4 hours
Priority 3	2 Business Days	1 Business Day
Priority 4	2 Business Days	2 Business Days

7. **PRODUCT LIFECYCLE POLICY.** For Customers who have purchased Support Services, Azul offers support beginning from the Java Major Release Date, divided into two distinct phases: Production Support and Extended Support.

- The Production Support phase includes maintenance updates, Error corrections, and security vulnerability resolutions, and may include feature enhancements. Security vulnerability resolutions will be made to supported Major releases and the latest Minor Release only, while Maintenance updates and Error corrections will be made to supported Major and supported Minor Releases. Minor Releases will be supported a minimum of twelve (12) months from the general availability of the Minor Release.
- The Extended Support phase supports Product releases that have gone beyond the Production Support phase of the product lifecycle. During Extended Support, support is delivered primarily in the form of identifying Workarounds, and Azul may direct Customer to upgrade to a more current Major, Minor, or Maintenance Release of the Product in order to resolve issues. During the Extended Support phase, no Minor or Maintenance Releases are expected to be delivered, the exception being certain security vulnerability resolutions that may, at Azul’s sole discretion, be made available. A Product is deemed end-of-life (EOL) at the end of the Extended Support phase.

Each Major Release for a given Product is designated as Long Term Support (LTS), Medium Term Support (MTS), or Short Term Support (STS) as detailed at https://www.azul.com/support/product_releases/ with the following Production Support and Extended Support periods:

Lifecycle	Production Support (from the Java Major Release Date)	Extended Support (from the end of Production Support)
LTS	8 years	2 years
MTS	1.5 years (from general availability of next LTS release)	1 year
STS	1 year	6 months

THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

8. DESIGNATED SUPPORT CONTACTS Customer may only contact Azul through Customer’s Designated Support Contacts. Customer may designate up to the number of contacts as set forth in the applicable Exhibit A. Azul will provide Support Services to Customers solely by communicating during the hours of coverage with the individual Designated Support Contact(s) appointed by Customer. Customer may change the Designated Support Contacts by notifying Azul in writing.

9. DEFINITIONS.

- “Business Day” means a day during Azul’s Standard Business Hours
- “Business Hour” means an hour during Azul’s Standard Business Hours
- “Documentation” means the official Product documentation made available by Azul with the Product, which may be modified from time to time.
- “Early Access” means a version of the Product containing upcoming Fixes which is not yet subject to general release, which is released by Azul to Customers who have selected a Support Tier which includes Early Access.
- “Error” means a reproducible failure of the Product to substantially conform to the functionality and specifications as described in the Documentation.
- “Fix” means the repair or replacement of object or executable code versions of a Product or Documentation to remedy an Error.
- “Hot Fixes” means a preliminary version of the Product containing upcoming Fixes which is not yet subject to general release or Early Access, which is released by Azul to Customers who have selected a Support Tier which includes Hot Fix access.
- “Java Major Release Date” means the date of formal approval by the Java Community Process Executive Committee of the umbrella Java Specification Request (JSR) for a given major release of Java Standard Edition, as follows: (a) December 11, 2009 for JSR 270 for Java SE 6, (b) July 20, 2011 for JSR 336 for Java SE 7, (c) March 4, 2014 for JSR 337 for Java SE 8, (d) September 21, 2017 for JSR 379 for Java SE 9, etc.
- “Major Release” means a Product release which may deliver significant new features, enhancements to existing features, or performance improvements, as well as Error corrections. Major Releases incorporate all applicable Fixes made in prior Major Releases, Minor Releases, and Maintenance Releases.
- “Minor Release” means a Product release which may deliver new features, enhancements to existing features, or performance improvements, as well as Error corrections. Minor Releases incorporate all applicable Fixes made in prior Minor Releases and Maintenance Releases.
- “Maintenance Release” means a Product release which may deliver Error corrections that are severely affecting a number of customers and cannot wait for the next Major or Minor Release. Maintenance Releases incorporate all applicable Error corrections made in prior Maintenance Releases. Maintenance Releases are released as needed based on customer feedback and outstanding Errors.
- “Standard Business Hours” means between 7:00AM and 7:00PM Pacific Time on Azul’s regular (non-holiday) business days.
- “Ticket” means a formal support case opened by or on behalf of Customer, where each case or trouble ticket documents a unique issue requiring investigation and resolution.
- “Workaround” means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer’s use of a Product.

THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO Rev Oct-2021

EXHIBIT C
ADDITIONAL TERMS AND CONDITIONS FOR DISTRIBUTION

For Customers that purchase Distribution Rights for a Product as set forth in an Order, the definitions, terms and conditions contained in this Exhibit C shall apply.

Definitions:

- “Customer Product” is a Customer product that is developed, manufactured, provided or Distributed by or for Customer, is licensed to Customer’s end users, and as further defined in an Order.
- “Combination Product” means a Customer Product in or with which the Product (or any portion thereof) is included or provided or bundled or used with, and also includes Product (or any portion thereof) to the extent it is included in, used, provided or bundled with, or intended for use with, a Customer Product.

Distribution Rights: Customer may (a) use, copy and Distribute the Documentation for the Product in connection with the Distribution of Combination Products; and (b) use, market, demonstrate, Distribute, provide training with respect to, and otherwise commercialize Combination Products and/or related services. Customer may use contractors and channels to exercise the rights granted in this Section provided any such contractors and channels agree to be bound by the terms of this Agreement and Customer assumes responsibility therefor.

Customer Restrictions and Obligations: In addition to the restrictions and obligations as specified in Section 3 of the Agreement, Customer will ensure that Azul’s rights (including, without limitation, rights with respect to license restrictions, limitations on liability and warranty disclaimers) are at least as protected in a written license agreement with Customer’s end users as those rights of Customer. Customer shall not make any representations or warranties specifically with respect to the Product except as expressly authorized in writing by Azul, and Customer shall indemnify and hold Azul harmless from and against any and all claims, losses, costs and damages of any kind arising from Customer’s violation of this sentence. Customer will not (and will not allow any third party to): (i) sell or offer for sale the Product or Software Services on a standalone basis, or use the Software Services on a standalone basis for the benefit of a third party; or (ii) use, market, demonstrate, Distribute, provide training with respect to, or otherwise commercialize the Product or Software Services except as a part of a Combination Product; or (iii) use the Product or Software Services for Customer’s internal business purposes or operations except as a part of a Combination Product; or (iv) market, Distribute, use, or otherwise commercialize the Product or Software Services in violation of any Support Services Restrictions described herein or in an Order. Customer will make information available to its end users regarding the Third-Party Software Licenses contained in the Product; for example, this requirement may be satisfied by providing notice in the installation process or user guide of the Combination Product. Customer agrees to use reasonable commercial efforts to enforce violations or infringements under any agreements for the Product with its customers and to inform Azul promptly of any known violation, infringement, or breach.