

Zerto End User License Agreement

The parties to this End User License Agreement (the "Agreement") are (i) Zerto, Inc., if the license was purchased from Zerto, Inc. or its authorized reseller, or Zerto Ltd., if the license was purchased from Zerto Ltd. or its authorized reseller (as applicable, "Zerto"); and (ii) the individual installing and/or using the Software (as such term is defined below) and any legal entity on whose behalf such individual is acting ("You" or "you").

This Agreement will govern your use of the Zerto software program, together with any associated media, related third party software (if applicable), and all accompanying manuals and other documentation, and together with all enhancements, upgrades, and extensions thereto (the "Software").

PLEASE NOTE: BY SELECTING THE CHECK BOX BELOW, YOU INDICATE YOUR ACKNOWLEDGMENT THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY AND COMPLY WITH ITS TERMS. NOTHING IN THE ABOVE CHECK BOX REQUIREMENT DEROGATES FROM ANY ACKNOWLEDGEMENT, ACCEPTANCE OR UNDERTAKING PREVIOUSLY MADE BY YOU UNDER ANY ZERTO QUOTE ACCEPTED BY YOU.

1. License to Use Software

1.1 Subject to proper payment to Zerto and Your compliance with the terms and conditions of this Agreement, the Licensing Guide, and other agreements with Zerto by which you are bound, Zerto hereby grants You a non-exclusive, non-sublicensable, non-transferable, perpetual per server license that expires when the service is terminated, including under Zerto Patent Rights (as defined below), to install and use the Software, provided that each server runs a validly licensed copy of the operating system for which the Software was designed. "Zerto Patent Rights" means patents or patent applications, in any country of the world that are owned solely by Zerto, controlled by Zerto, or licensed to Zerto with the right to grant the licenses contemplated herein, that claim any part of the Software or any use thereof. You agree that, except for the limited, specific license rights granted in this Section 1, You receive no license rights to the Software.

1.2 Unless otherwise authorized in writing by Zerto, You undertake not to (and not to allow third parties to) (1) sublicense, lease, rent, loan, or otherwise transfer the Software to any third party, (2) decompile, disassemble, decrypt, extract or otherwise reverse engineer or attempt to reconstruct or discover any source code of, or any underlying ideas in, the Software ("Reverse Engineering"), (3) modify, adapt, or prepare derivative works from the Software, (4) allow others to use the Software and use the Software for the benefit of third parties, (5) develop any other product containing any of the concepts and ideas contained in the Software, (6) remove, obscure, or alter Zerto's or any third party's trademarks or copyright or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Software, and (7) make unauthorized copies of the Software (except as necessary for backup purposes). If, notwithstanding the prohibition set forth in subsection (2) above, applicable law permits Reverse Engineering, You will, before commencing or permitting any Reverse Engineering (A) inform Zerto of the planned Reverse Engineering, (B) conduct or allow such Reverse Engineering only to achieve interoperability between the Software and other computer programs, (C) request from Zerto the information necessary to achieve such interoperability, (D) provide Zerto ample opportunity to supply the information necessary to achieve interoperability.

2. Intellectual Property

2.1 You acknowledge that Zerto or other third parties own all right, title and interest, including all Zerto Patent Rights and other intellectual property rights, in and to the Software, portions thereof, or software or content provided through or in conjunction with the Software, including without limitation

any comments or ideas You provide to Zerto on how to improve the Software. Except for the license granted in accordance with Section 1 of this Agreement, all rights in and to the Software are reserved, and no licenses, implied or otherwise, are granted by Zerto, You are not authorized to use Zerto's trademarks, service marks, or trade dress, and You agree not to display or use them in any manner other than as they are displayed in the Software.

3. License to Free Programs

The Zerto Software may include certain software made available under open source licenses (the "Open Source Software"). A list of such Open Source Software in the Zerto software is available at http://publicdocs.zerto.com/open_source.zip. To the extent required by the applicable open source licenses, the terms and conditions of such licenses shall apply to the Open Source Software in lieu of the terms and conditions of this Agreement. Notwithstanding anything to the contrary in this Agreement, Zerto makes no warranties in respect of Open Source Software in excess of the warranties set forth in the applicable open source license itself, and accepts no liability in respect of Open Source Software in excess of the limitation of liability set forth in the applicable open source license. If any license requires Zerto to provide source code, Zerto shall make such source code available to You upon Your written request to support@zerto.com according to the terms of the applicable open source license.

4. Acceptable Use and Conduct

You shall use the Software in compliance with all applicable laws, ordinances, rules and regulations, shall not violate or attempt to violate Zerto's system or network security, and shall not misuse the Software in any way. You shall be responsible for your conduct while using the Software.

5. Consideration

5.1 The consideration for the license granted hereunder shall be as set forth in the Zerto quote accepted by You or by Your Zerto's authorized reseller. Unless explicitly provided otherwise in this Agreement or in such quote, such consideration is nonrefundable.

5.2 You are responsible for payment of all taxes of every kind imposed in connection with the license of the Software to You or which Zerto may incur in respect of this Agreement (except for taxes imposed on Zerto's net income) and any penalties, interest and collection or withholding costs associated with any of the foregoing items. All such amounts are in addition to other amounts payable hereunder. If You are required to withhold any taxes or fees from amounts due to Zerto under this Agreement, then You agree to increase the payment to Zerto so that, after payment of all taxes and fees, You will have paid to Zerto the total amount due to Zerto as if no taxes or fees were withheld. You may provide Zerto with a tax exemption certificate acceptable to the taxing authorities in lieu of paying certain taxes; however, You shall reimburse Zerto for any fines, penalties, taxes and other charges, including expenses incurred by Zerto, due to Your submission of invalid information.

6. Term

This Agreement will enter into effect on the date on which this Agreement is accepted by You (the "Effective Date"), and shall remain in effect for an indefinite period of time. Notwithstanding the above, each party shall be entitled to terminate this Agreement with immediate effect by providing the other party with a written notice in any of the following events: (i) the other party breaches or is in default of any obligation hereunder, including the failure to make any payment when due, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice from the non-defaulting Party or within such additional cure period as the non-defaulting party may authorize in writing; (ii) the filing by or against the other party of any action under any federal, state

or other applicable bankruptcy or insolvency law, which is not dismissed or otherwise favorably resolved within thirty (30) days of such event.

7. Limited Warranty; Disclaimer of Warranties

7.1 Zerto warrants that (i) it has the right to grant the licenses to the Software; (ii) the Software will substantially conform in material respects to the Zerto Virtual Manager Administration Guide made available to You during the installation process; and (iii) It is the owner of, or has the right to license, copyright, in the Software and the Zerto Virtual Manager Administration Guide. This limited warranty is not transferable and extends only for thirty (30) days from the delivery date of the Software. This limited warranty does not cover damages, defects, malfunctions or failures caused by any unauthorized modification of the Software by You, or Your agents; any abuse, misuse or negligent acts of You; modification by You of any interfaces or any software or hardware interfacing with the Software; or any failure by You to follow Zerto's installation, operation or maintenance instructions.

7.2 EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, THE SOFTWARE IS PROVIDED "AS IS." ZERTO AND ZERTO'S LICENSORS, AFFILIATES, EMPLOYEES OR CONSULTANTS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SOFTWARE. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ZERTO AND ITS LICENSORS, AFFILIATES, EMPLOYEES OR CONSULTANTS DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. ZERTO AND ITS LICENSORS, AFFILIATES, EMPLOYEES AND CONSULTANTS DO NOT WARRANT THAT THE SOFTWARE WILL FUNCTION AS DESCRIBED; WILL BE UNINTERRUPTED, HOWEVER ZERTO DOES WARRANT THAT ANY SUCH INTERRUPTION SHALL NOT BE UNREASONABLE; WILL BE ERROR FREE, HOWEVER ZERTO DOES WARRANT THAT IT SHALL USE ITS BEST ENDEAVORS TO ENSURE THE SOFTWARE IS ERROR FREE; WILL BE FREE OF HARMFUL COMPONENTS, OR THAT THE DATA YOU STORE BY USING THE SOFTWARE WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM ZERTO OR FROM ANY THIRD PARTY OR THROUGH THE SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU UNDERSTAND AND AGREE THAT YOU USE THE SOFTWARE, AND ALL THIRD PARTY SOFTWARE OR SERVICES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SOFTWARE, INCLUDING WITHOUT LIMITATION, AMAZON WEB SERVICES, AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY

RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SOFTWARE AND SUCH THIRD PARTY SOFTWARE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION. THIS SECTION CONSTITUTES A CONTRACT FOR THE BENEFIT OF EACH OF ZERTO'S LICENSORS, AFFILIATES, EMPLOYEES OR CONSULTANTS.

8. Limitation of Liability

NEITHER ZERTO NOR ANY OF ITS LICENSORS, AFFILIATES, EMPLOYEES OR CONSULTANTS SHALL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SOFTWARE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; OR (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT. IN ANY CASE AND WITHOUT DEROGATING FROM THE ABOVE, THE AGGREGATE LIABILITY OF ZERTO (OR ANY OF ITS

LICENSORS, AFFILIATES, EMPLOYEES OR CONSULTANTS) UNDER THIS AGREEMENT OR ANY APPLICABLE TORT LAW SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO ZERTO FOR THE SOFTWARE. THE SOFTWARE IS NOT INTENDED FOR USE IN CONNECTION WITH ANY INHERENTLY DANGEROUS APPLICATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THIS SECTION CONSTITUTES A CONTRACT FOR THE BENEFIT OF EACH OF ZERTO'S LICENSORS, AFFILIATES, EMPLOYEES OR CONSULTANTS.

9. Indemnification

9.1 You shall indemnify, defend and hold Zerto, its affiliates and licensors, each of its and their business partners and each of its and their respective employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys fees), arising out of or in connection with any claim arising out of (i) Your use of the Software in a manner not authorized by this Agreement, and/or in violation of the applicable restrictions and/or applicable law, (ii) Your violation of any term or condition of this Agreement or any applicable additional policies, or (iii) Your or Your employees' or personnel's negligence or willful misconduct.

9.2 Zerto shall promptly notify You of any claim subject to indemnification; provided that Zerto's failure to do so shall not affect Your obligations hereunder, except to the extent that Zerto's failure to promptly notify You materially delays or prejudices Your ability to defend the claim. At Zerto's option, You will have the right to defend against any such claim with counsel of Your own choosing (subject to Zerto's written consent) and to settle such claim as You deem appropriate, provided that You shall not enter into any settlement without Zerto's prior written consent and provided that Zerto may, at any time, elect to take over control of the defense and settlement of the claim.

10. Miscellaneous Provisions

10.1 You may not use or otherwise export or re-export the Software except as authorized by United States law and/or the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

10.2 This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, if the license was purchased from Zerto, Inc. or its authorized reseller, or with the laws of the State of Israel, if the license was purchased from Zerto Ltd. or its authorized reseller, without giving effect to any conflict of laws and provisions that would require the application of the laws of any other jurisdiction. The parties hereby expressly reject any application to this Agreement of (a) the United Nations Convention on Contracts for the International Sale of Goods; and (b) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, done at Vienna on April 11, 1980.

10.3 All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the competent courts located in Boston, Massachusetts, if the license was purchased from Zerto, Inc. or its authorized reseller, or of the competent courts located in Tel Aviv, Israel, if the license was purchased

from Zerto Ltd. or its authorized reseller, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit Zerto from instituting an action in any court of competent jurisdiction to obtain injunctive relief or protect or enforce its intellectual property rights.

10.4 The failure of Zerto to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

10.5 This Agreement constitutes the entire agreement between Zerto and You with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Zerto.

10.6 You may not assign or transfer any of Your rights or obligations under this Agreement to a third party without the prior written consent of Zerto. Zerto may freely assign this Agreement (including the SSA). Any attempted assignment or transfer in violation of the foregoing will be void.

10.7 If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The Parties agree to negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.