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User License Agreement

This User License Agreement ("**Agreement**") is an integral part of the Call-Off Contract ("**Effective Date**") by and between MuleSoft, Inc. ("**MuleSoft**") and the Buyer ("**Customer**").

1. Definitions.

1.1 "**Affiliate**" means any entity that Customer, directly or indirectly, controls; an entity that controls Customer; or an entity that is under common control with Customer. For purposes of this provision, "control" means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity.

1.2 **"Buyer"** means the contracting entity ordering services as set out in the Order Form, also known as Customer under this User License Agreement.

1.3 **"Call-Off Contract"** means the call-off contract entered into between the MuleSoft and the Buyer following the provisions of the Framework Agreement.

1.4 **"Cloud Offerings"** means the proprietary MuleSoft web-based products and services that may be set forth on an Order Form and subsequently made available by MuleSoft via the customer login link at anypoint.mulesoft.com and other web pages designated by MuleSoft including associated offline components, as described in the Documentation (but excluding Third Party Solution Components or infrastructure).

1.5 **"Confidential Information"** means all code, inventions, know-how, business, technical and financial information that one party ("**Receiving Party**") obtains from the other party ("**Disclosing Party**"); provided that such information is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure; and provided further that any software, documentation or technical information provided by MuleSoft (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of MuleSoft without any marking or further designation.

1.6 **"Core"** means either a physical CPU core or a "virtual core" (also referred to as a vCPU), which is a logical partition of a physical CPU core.

1.7 **"Customer Data"** means electronic data submitted by Customer to the Cloud Offerings or created by Customer in the course of using the Cloud Offerings.

1.8 **"Documentation"** means the online documentation and user guides provided by MuleSoft in the following link: https://docs.mulesoft.com/.

1.9 **"Framework Agreement"** means the clauses of framework Agreement RM1557.10 together with the framework schedules.

1.10 **"Materials"** means any materials provided by MuleSoft to Customer in connection with the provision of Services.

1.11 **"Order Form"** means the section of the Call-Off Contract titled Order Form and reflecting the products and Services purchased by Customer.

1.12 **"Services"** means professional consulting services purchased by Customer in the applicable Order Form and SOW and relating to training and assistance with Software or Cloud Offerings installation, deployment, or usage.

1.13 **"Software"** means (i) the proprietary MuleSoft software products that are deployed on Customer's premise and that are specified in a mutually executed Order Form; and (ii) all related Documentation for and any Support and Maintenance releases of the same Software (but excluding Third Party Solution Components).

1.14 **"SOW"** means a Statement of Work between MuleSoft and Customer with respect to Services.

1.15 **"Subscription"** means the Customer's right to access and use the relevant Software or Cloud Offerings and Support and Maintenance on a subscription basis, as and to the extent listed on a mutually executed Order Form.

1.16 **"Subscription Term"** means the duration of a Subscription as set forth on an Order Form or as specified in Section 3.1.

1.17 "**Support and Maintenance**" means the applicable support and maintenance services as provided for in the following link: https://www.mulesoft.com/legal/support-maintenance-terms.

1.18 **"Term"** means the period commencing as of the Effective Date and expiring on the day that the last Subscription Term under this Agreement terminates.

1.19 **"Third Party Solution Components"** means online applications and offline software that are provided by entities or individuals other than MuleSoft and that interoperate with the Software or Cloud Offerings.

1.20 **"Users"** means the Customer's employees and contractors which are authorized by Customer to access and use Software or Cloud Offerings purchased under an Order Form.

1.21 **"VCore"** means a unit of compute capacity for processing on CloudHub platform, which is equal to one core.

1.22 "**Warranty Period**" means a period of thirty (30) days following the commencement of the relevant Subscription Term.

2. License(s); Ownership.

2.1 License to Software; Access to Cloud Offerings. If and to the extent that the relevant Subscription covers Software, then the terms and conditions of Attachment 1 to this Agreement shall

govern Customer's access to and use of that Software. If and to the extent that the relevant Subscription covers Cloud Offerings, then the terms and conditions of Attachment 2 to this Agreement shall govern Customer's access to and use of the Cloud Offerings. With respect to the rights granted under either Attachment 1 or Attachment 2, Customer covenants that it will (and will cause its Affiliates and Users to) not use or run on any of Customer's computers, or have deployed for use, a copy of the Community Edition version of the Software and will comply with all applicable laws and regulations in the exercise of such rights.

2.2 Ownership.

(a) Software and Cloud Offerings. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided under a fully paid Subscription, MuleSoft and its suppliers have and will retain all right, title and interest in and to the Software and the Cloud Offerings (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications and derivative works thereof. Customer acknowledges that it is obtaining only a limited license right to access and use (as the case may be) the Software or Cloud Offerings and that irrespective of any use of the words "purchase," "sale," or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise. In addition, MuleSoft will have a royalty-free, worldwide, irrevocable, perpetual license to use for any purpose any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the Software or Cloud Offerings.

(b) Services Work Product. Customer shall have a license right to use or access any work product or Materials delivered as part of the Services, solely for its internal business purposes and solely in connection with (as the case may be) the Software or Cloud Offerings regarding which the Services were commissioned. Other than the limited license described in the prior sentence, MuleSoft shall retain all right, title and interest in and to any such Materials and Services work product and any derivative, enhancement or modification thereof and Customer maintains ownership of its Confidential Information.

3. Subscription Term; Payment.

3.1 Subscription Term and Renewals. Unless otherwise designated in the Order Form, the term of any Subscription shall be one (1) year commencing on the applicable Call-Off Contract Start date. Each Subscription Term shall automatically renew for subsequent periods of the same length as the initial Subscription Term unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Subscription Term. The rates for any Subscription Term are as specified on the applicable Order Form, and renewals or additional Subscriptions shall be at MuleSoft's then-current list Subscription rates.

3.2 Payment If payment of any fee is overdue, MuleSoft may also suspend provision of (as the case may be) the Software, Cloud Offerings, the Services, and Support and Maintenance, until such delinquency is corrected.

4. Term and Termination.

4.1 Term and Termination. This Agreement is effective during the Term. Either party may terminate this Agreement (including all related Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days thereafter)).

4.2 Effects of Termination. Upon expiration or termination of this Agreement for any reason: (a) any amounts owed to MuleSoft under this Agreement before such termination will be immediately due and payable; (b) Customer shall cease any and all use of the (as the case may be) Cloud Offerings or Software, and destroy all copies of the latter and so certify to MuleSoft in writing; (c) each party will return to the other party the Confidential Information of the other party that it obtained during the course of this Agreement; and (d) Customer must certify in writing to MuleSoft that it has returned or destroyed all MuleSoft Confidential Information.

4.3 Suspension of Cloud Offerings. In addition to its other rights under this Section 4, MuleSoft may suspend or terminate Customer's access to the Cloud Offerings upon written notice in order to: (a) prevent damage to or degradation of, the Cloud Offerings caused by Customer; or (b) comply with any law, regulation, court order, or other governmental request or order which requires immediate action. If suspended, MuleSoft will promptly restore use of the Cloud Offerings to Customer as soon as the event giving rise to the suspension has been resolved to MuleSoft's satisfaction.

4.4 Survival. Sections 2.2, 3, 4.2, 4.4, 8, 10 and 11 shall survive any termination or expiration of this Agreement.

5. Warranties.

5.1 Limited Warranties. The limited warranties and remedies applicable to the Software or Cloud Offerings, are as expressly set out in Attachment 1 and Attachment 2, respectively. With respect to Services, MuleSoft warrants only that the relevant Services will be performed consistent with generally accepted industry standards. If the Services do not conform to such warranty, MuleSoft will re-perform the non-conforming Services. The remedies in Attachment 1, Attachment 2 and Section 5.2 are Customer's sole and exclusive remedies for breach of the relevant warranty and are MuleSoft's sole and exclusive liability for breach of such warranty.

5.2 Warranty Exclusions. The warranties in Attachment 1, Attachment 2 and Section 5.2 are made to and for the benefit of Customer only. The warranties will apply only if (a) the relevant MuleSoft product has been properly installed and used in accordance with the instructions in the applicable Documentation; (b) no modification, alteration or addition has been made to the relevant MuleSoft product by anyone other than MuleSoft; and (c) MuleSoft receives written notification of the breach during the Warranty Period, and in the case of Services, within ten (10) days following the performance of the relevant Services. The above warranties shall not apply: (i) to defects in the MuleSoft product due to negligence, abuse or improper use by Customer; or (ii) items provided on a no charge or evaluation basis.

5.3 DISCLAIMER OF WARRANTIES. THE WARRANTIES (IF ANY) LISTED IN ATTACHMENT 1, ATTACHMENT 2, AND

SECTION 5.2 ARE LIMITED WARRANTIES AND EXCEPT AS EXPRESSLY SET FORTH IN ATTACHMENT 1, ATTACHMENT 2, AND SECTION 5.2, THE SOFTWARE, DOCUMENTATION, CLOUD OFFERINGS, ALL SERVICES AND WORK PRODUCT RESULTING FROM SERVICES, ALL MATERIALS, AND SUPPORT AND MAINTENANCE ARE ALL PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, MULESOFT DOES NOT WARRANT THAT THE SOFTWARE OR CLOUD OFFERINGS (I) WILL OPERATE UNINTERRUPTED, (II) WILL BE FREE FROM DEFECTS, OR (III) HAVE BEEN DESIGNED TO MEET CUSTOMER'S SPECIFIC BUSINESS REQUIREMENTS. NEITHER MULESOFT NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

6. Support & Maintenance.

6.1 Support and Maintenance. During the time that Customer has paid the applicable Subscription fees, MuleSoft shall provide Support and Maintenance during the Subscription Term in accordance with MuleSoft's then-current standard support policies.

Customer agrees to provide MuleSoft with such cooperation, materials, information, access and support which MuleSoft deems to be reasonably required to allow MuleSoft to successfully provide the Software, the Cloud Offerings, and Support and Maintenance. Customer understands and agrees that MuleSoft's obligations hereunder are expressly conditioned upon Customer providing such cooperation, materials, information, access and support.

6.2 Customer Use of Third Party Solution Components. Under this Agreement MuleSoft provides only the Software, the Cloud Offerings, and Services and Support and Maintenance with respect to each of the Software and Cloud Offerings. MuleSoft does not provide any warranty on, and does not provide Support and Maintenance on, the Third Party Solution Components.

Customer may need to license, modify and install Third Party Solution Components. MuleSoft may provide Customer with links and instructions for obtaining Third Party Solution Components or provide access to them (e.g., through MuleSoft cloud connectors), but it is Customer's sole responsibility to properly license and install any required Third Party Solution Components from the relevant third party providers. MuleSoft will have no liability with respect to any Third Party Solution Components. If applicable, prior to MuleSoft starting any Services that require the use of Third Party Solution Components, Customer will provide documentation to MuleSoft confirming that Customer can provide the rights necessary to allow MuleSoft to modify the Third Party Solution Component software if necessary.

7. Services. MuleSoft shall provide the Services purchased in the applicable Order Form and SOW, as the case may be. Services may be ordered by Customer pursuant to a Call-Off Contract and SOW describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each Call-Off Contract and SOW must be signed by both parties before MuleSoft shall commence work under such SOW. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form.

8. Indemnification.

8.1 Indemnity by MuleSoft. Subject to the remainder of this Section 9, MuleSoft shall defend Customer against any third party claim that the Software or Cloud Offerings infringes such third party's patent or copyright (an "**Infringement Claim**"), and indemnify Customer from the resulting costs and damages awarded against Customer to the third party making such Infringement Claim, by a court of competent jurisdiction or agreed to in settlement; provided that Customer: (i) notifies MuleSoft promptly in writing of such Infringement Claim, (ii) grants MuleSoft sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a MuleSoft request for assistance. MuleSoft will have the exclusive right to defend any such Infringement Claim and make settlements thereof at its own discretion, and Customer may not settle or compromise such Infringement Claim, except with prior written consent of MuleSoft.

8.2 Options. Should any Software or the Cloud Offerings become, or in MuleSoft's opinion be likely to become, the subject of such an Infringement Claim, MuleSoft shall, at its option and expense, (a) procure for Customer the right to make continued use of the Software or Cloud Offerings, (b) replace or modify such so that it becomes non-infringing, or (c) request return of the Software or termination of the access to the Cloud Offerings and upon such request the corresponding licenses under Attachment 1 or 2 shall be terminated and MuleSoft shall refund the price paid by Customer for the Subscription Term in which the Infringement Claim was asserted, less a pro rata portion of the Subscription fee reflecting that portion of the Subscription Term that was fulfilled prior to termination.

8.3 Exclusions. MuleSoft will have no obligation for claims of infringement resulting from (i) any modification of the Software by a party other than MuleSoft if such infringement would have been avoided in the absence of such modifications; (ii) Customer's failure, within a reasonable time frame, to implement any replacement or modification of Software or Cloud Offerings provided by MuleSoft; (iii) any combination, operation, or use of the Software or Cloud Offerings with any products, equipment, software, hardware, data, or business processes not supplied by MuleSoft, including without limitation Third Party Solutions Components and Customer Data, if such infringement would not have occurred without the combination (iv) use for a purpose or in a manner for which the Software or Cloud Offerings were not designed, (v) any intellectual property right owned or licensed by Customer, excluding the Software or Cloud Offerings, (vi) Customer using the Software or Cloud Offerings after MuleSoft notifies Customer to discontinue using due to such a claim.

8.4 Indemnity by Customer. Customer shall defend MuleSoft against any third party Infringement Claim to the extent that they arise from any combination of Software or Cloud Offerings provided by MuleSoft with products, data or business processes not supplied by MuleSoft, and indemnify MuleSoft for any damages, attorney fees and costs finally awarded against MuleSoft as a result of, or for any amounts paid by MuleSoft under a

court-approved settlement of, an Infringement Claim against MuleSoft; provided that MuleSoft (a) promptly gives Customer written notice of the Infringement Claim against MuleSoft; (b) gives Customer sole control of the defense and settlement of the Infringement Claim against MuleSoft (provided that Customer may not settle any Infringement Claim against MuleSoft unless the settlement unconditionally releases MuleSoft of all liability); and (c) provides to Customer all reasonable assistance, at Customer's expense.

8.5 Limitation. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND MULESOFT'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

9. Confidential Information. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). Each party will only disclose Confidential Information to its employees, agents, representatives and authorized contractors (collectively "Representatives") having a need to know for the purposes of this Agreement. Each party will notify and inform such Representatives of each party's limitations, duties, and obligations regarding use, access to, and nondisclosure of Confidential Information and will obtain or have obtained its Representatives' agreements to comply with such limitations, duties, and obligations with regard to such Confidential Information no less restrictive than those contained herein. Each party is liable for all acts and omissions of the Representatives related to the other party's Confidential Information. Each party agrees to give notice to the other party immediately after learning of or having reason to suspect a breach of any of the proprietary restrictions set forth in this Section. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

11. Export Compliance. Customer acknowledges that the Software and Cloud Offerings are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list.

ATTACHMENT 1
License Grant: Software

1. Grant of License. Subject to all of the terms and conditions of this Agreement, during the relevant Subscription Term, MuleSoft grants to Customer a non-transferable, non-sublicensable, non-exclusive license to use the Software in object code form for Customer's own internal business operations, but only in accordance with (i) the Documentation, (ii) this Agreement, and (iii) and all restrictions set forth in the applicable Order Form, including without limitation restrictions related to servers, users, and number of licensed Cores (i.e., the total number of Cores which are running the Software cannot exceed the number of Cores with respect to which the Customer has purchased licenses), computer, website, or field of use. In addition, any third party providing services ("Third Party Service Providers") to the Customer may use the Software solely for Customer's internal benefit and solely within the scope of the restrictions just described. Customer shall be liable for all violations of this Agreement by its Third Party Service Providers.

2. Installation and Copies. Customer may copy and install on Customer's computers for use only by Customer's employees and Third Party Service Providers one (1) copy of the Software for each Subscription designated in the applicable Order Form. Customer may also make one copy of the Software for archival purposes.

3. Use by Affiliates. Subject to the terms and conditions of the Agreement and of this Attachment 1, Customer's Affiliates may use the licenses granted to Customer, provided that: (a) such use is only for the aggregate benefit of Customer and its Affiliates; (b) Customer remains responsible for each such Affiliate's compliance with the terms and conditions of this Agreement and of each Order Form; (c) Customer provides MuleSoft advance written notice of each such Affiliate usage; (d) subject to the following subsection (e), use of the Software by all Affiliates and Customer in the aggregate must be within the restrictions in the applicable Order Form; and (e) notwithstanding the foregoing, Affiliates may not use Customer's rights under any "enterprise wide" or unlimited Core (or other unlimited quantity) licenses unless Affiliate usage is specifically designated in the applicable Order Form.

4. License Restrictions. Customer shall not (and shall not allow any third party to): (a) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from any encrypted or encoded portion of the Software, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Software or encourage or permit others to do so, except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions (provided, however, before Customer exercises any rights that Customer believes to be entitled to based on mandatory law, Customer shall provide MuleSoft with thirty (30) days prior written notice and provide all reasonably requested information to allow MuleSoft to assess Customer's claim and, at MuleSoft's sole discretion, to provide alternatives that reduce any adverse impact on MuleSoft's intellectual property or other rights); (b) sell, sublicense, rent, lease, distribute, market, or commercialize for any purpose, including timesharing or service bureau purposes: (i) the Software, (ii) any modified version or derivative work of the Software created by the Customer or for the Customer, or (iii) any MuleSoft software, either modified or not, licensed under an open source license; (c) create, develop, license, install, use, or deploy any third party software or services to circumvent, enable, modify or provide access, permissions or rights that violate the technical restrictions of the Software, any additional licensing terms provided by MuleSoft via product documentation, notification, and/or policy change posted at http://www.mulesoft.com, and the terms of the Agreement; (d) remove any product identification, proprietary, copyright or other notices contained in the Software; (e) modify or create a derivative work of any encrypted or encoded portion of the Software, or any other portion of the Software; or (f) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software.

5. Open Source Software. The Software may include individual open source software components, each of which has its own copyright and its own applicable license conditions. MuleSoft covenants that during the Subscription Term it is compliant with such open source license conditions.

6. Limited Software Warranty. MuleSoft warrants, for Customer's benefit only, that during the Warranty Period, the Software shall operate in substantial conformity with the applicable Documentation. If during the Warranty Period the Software does not substantially conform to the description contained in the applicable Documentation, MuleSoft's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be for MuleSoft to correct the defects in the Software. Customer acknowledges that the Software is subscription-based and that, in order to provide improved customer experience, MuleSoft may make changes to the Software and that in such event, MuleSoft will update the Documentation accordingly.

ATTACHMENT 2

Grant of Access and Use: Cloud Offerings

1. Provisioning. MuleSoft will make the Cloud Offerings available to Users pursuant to this Agreement and the relevant Order Forms during the Subscription Term. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by MuleSoft regarding future functionality or features. Subject to the terms and conditions of this Agreement in general and this Attachment 2 in particular, and the relevant Order Form(s), MuleSoft grants Customer a limited, worldwide, non-assignable and non-exclusive license during the relevant Subscription Term to access and use the Cloud Offerings. The foregoing access license is for the sole purpose of enabling Customer to use and enjoy the benefit of the Cloud Offerings as provided by MuleSoft, in the manner permitted by this Agreement.

2. Subscriptions; Account Limitations. Cloud Offerings are purchased as Subscriptions and may be accessed by no more than the specified number of VCores set forth on an Order Form. Cloud Offerings also may be subject to account limitations as specified in the Order Form. Customer is responsible for using the Cloud Offerings to monitor compliance with such account limitations.

3. Use by Affiliates. Subject to the terms and conditions of the Agreement and of this Attachment 2, Customer's Affiliates may use the licenses granted to Customer, provided that: (a) such use is only for the aggregate benefit of Customer and its Affiliates; (b) Customer remains responsible for each such Affiliate's compliance with the terms and conditions of this Agreement and of each Order Form; (c) subject to the following subsection (d), use of the Cloud Offerings by all Affiliates and Customer in the aggregate must be within the restrictions in the applicable Order Form; and (d) notwithstanding the foregoing, Affiliates may not use Customer's rights under any unlimited VCore (or other unlimited quantity) licenses unless Affiliate usage is specifically designated in the applicable Order Form.

4. Customer Data. MuleSoft maintains security of the Cloud Offerings in accordance with the following policy: https://www.mulesoft.com/legal/data_protection. MuleSoft may update this policy provided any such updates will not degrade or materially change MuleSoft obligations therein. All Cloud Offerings are SSAE 16 SOC 2 Type 2 certified and reports can be shared with Customer upon request. MuleSoft is level-1 PCI-DSS and ISO 27001 compliant. For the Cloud Offerings, MuleSoft does not directly store, monitor, track, or inspect Customer Data, including personally identifiable information (PII), and personal healthcare information (PHI). Customer may configure the appropriate software settings based on Customer's use and security standards. MuleSoft will not (a) modify Customer Data, (b) disclose Customer Data except as compelled by law or as expressly permitted in writing by Customer, or (c) access Customer Data, except to access to address service or technical problems. Any exchange of data between Customer and any Third Party Solutions Components (or by Customer between two or more Third Party Solutions Components), is solely between Customer and the applicable provider of the Third Party Solutions Components.

5. Restrictions. Customer will not (i) permit any third party to access the Cloud Offerings except as permitted herein and in the relevant Order Form, (ii) create derivate works based on the Cloud Offerings, (iii) copy, frame or mirror any part or content of the Cloud Offerings, (iv) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Cloud Offerings, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Cloud Offerings or encourage or permit others to do so (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), (v) access the Cloud Offerings in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Cloud Offerings, (vi) sell, resell, rent or lease the Cloud Offerings, (vii) use the Cloud Offerings to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights (or otherwise use the Cloud Offerings in violation of the Documentation or any MuleSoft terms of service), (viii) store or transmit virus or other malicious code through the Cloud Offerings, (ix) interfere with or disrupt the integrity or performance of the Cloud Offerings or third-party products or data contained therein, or (x) attempt to gain unauthorized access to the Cloud Offerings or their related systems or networks. Customer acknowledges that Customer is solely responsible for complying with, and covenants to comply with, all laws applicable to Customer and to Customer's use of the Cloud Offerings, including without limitation all laws and regulations relating to the protection and non-disclosure of Customer Data. Without limiting the generality of the foregoing, the Customer is solely responsible for using the Cloud Offerings in compliance with, any applicable data privacy or personally identifiable information.

6. AWS Terms. MuleSoft uses the Amazon Web Service ("AWS") cloud infrastructure for its Cloud Offering. Customer acknowledges the use of the Cloud Offerings is subject to the terms and limitations set forth in the AWS Customer Agreement: http://aws.amazon.com/agreement/.

7. Warranty. MuleSoft warrants, for Customer's benefit only, that during the Warranty Period, the Cloud Offerings shall perform materially in accordance with the Documentation. If during the Warranty Period the Cloud Offerings do not perform materially in accordance with the Documentation, MuleSoft's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be for MuleSoft to correct the defects in the Cloud Offerings. Customer acknowledges that the Cloud Offerings is subscription-based and that, in order to provide improved customer experience, MuleSoft may make changes to the Cloud Offerings and that in such event, MuleSoft will update the Documentation accordingly.