

## OnApp Software Terms and Conditions

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### ONAPP SOFTWARE LICENCE TERMS AND CONDITIONS (“STCs”)

The following terms shall be incorporated into the Agreement (as defined in the General Terms and Conditions of Trading (“GTCs”) located at <https://onapp.com/legal/>) between us where we provide you with access to any OnApp Software (as defined below) or where otherwise stated in the Order as applying.

#### 1. DEFINITIONS

Where used in these STCs, words shall, except where otherwise stated, shall have the meaning given to them in the GTCs or as otherwise set out in the Agreement. In addition the following capitalised words and phrases shall have the meaning given to them below:

“**OnApp CDN Stack**” means OnApp’s edge server software functionality that installs in your cloud, in much the same way as a virtual server. This lets you create your own POPs.

“**OnApp CDNaas**” means an Anycast DNS redirection service that directs content requests from End Users to the most appropriate POP to which you have access (which may include your own POPs and/or POPs procured by you via the Marketplace). The Anycast DNS service is hosted by OnApp at datacentres around the world.

“**OnApp Software**” means any software provided by or on behalf of OnApp where you have access to the underlying code (in object code form or otherwise)

“**POPs**” means points of presence to cache and distribute web content to End Users.

“**Unit**” has the meaning give in clause 3 below.

#### 1. YOUR USE OF THE ONAPP SOFTWARE

0. OnApp Software is available only electronically as a download subject to prior agreement in an Order.
1. During the Term of the applicable Order, you are hereby granted a non-exclusive, non-transferable, non-assignable, non-sublicensable limited right and license to install and use the OnApp Software described in an applicable Order and for the number of Units described in an applicable Order, and to use documentation related to such use provided by us, in each case for your own internal business purposes. You can exercise these rights via your End User employees and agents (only). Your internal business purposes include using the functionality of the OnApp Software to provide services to your End User customers where such functionality is designed for that purpose (e.g. to run an OnApp CDNaas), provided that (notwithstanding anything to the contrary in the Agreement) in no circumstances shall End User customers have any rights to access or use the underlying code of the OnApp Software or to licence, distribute, rent, lend, hire or sell the OnApp Software to others, or offer to do so.

2. Except as expressly permitted by an applicable Agreement, you shall not: (i) attempt to copy, modify, create derivative works from, republish, display, make available by any means, or distribute all or any portion of the OnApp Software and/or related documentation (as applicable) in any form or media; (ii) compile, disassemble, reverse engineer or otherwise reduce to human-readable form all or any part of the OnApp Software , except as permitted by applicable law; (iii) access all or any part of the OnApp Software in order to build a product or service which uses or competes with it; (iv) save as expressly permitted otherwise by the applicable Agreement, license, sell, rent, lease, novate, assign or otherwise transfer any OnApp Software and/or their related documentation, and or your rights in respect of them, to any third party; (v) obtain, or assist third parties to obtain access to the OnApp Software, other than as permitted by the Authentication System (as defined below) and the applicable Agreement; or (vi) attempt to interfere with the Authentication System.
3. All OnApp Software contains technological measures that, alone or working in conjunction with OnApp computer servers, are designed to prevent unauthorised use of the OnApp Software (collectively, “**Authentication System**”) and you agree not to interfere with it.
4. You are responsible for all interfacing between the OnApp Software and your own and your End Users’ software and systems and for ensuring that sufficient equipment, communications and network interoperability capabilities exist to enable access to and use of the OnApp Software and that all of your hardware meets or exceeds minimum specifications (if any) prescribed by OnApp.
5. You shall procure End Users comply with the terms and conditions of the Agreement. You shall be responsible for all acts, omissions and usage of your End Users (including ensuring End User’s access and use of the OnApp Software (or functionality thereof, as applicable) is in accordance with the Agreement).

## 2. Fees

0. The OnApp Software is licensed on the basis of “**Units**”, where a Unit shall be, unless otherwise stated in an Order, based on one of the following:
  0. “**Physical Core**” (being the physical part of a processor that performs instructions including any successors to or modifications of the existing technology or technologies of processors and/or the physical parts of processors but excluding non-physical processing provisions such as hyperthreading) in a server deployed as a hypervisor;
  1. “**Smart Server**” (being dedicated entities based on KVM Cloud-Boot hypervisors with pass-through enabled and are created and managed in the same way as virtual servers provided that only one smart server can be created per hypervisor);
  2. bare metal server;
  3. virtual machines;
  4. “**vGB**” (being virtual reserved memory (in Gigabytes) used by each virtual machine running on hypervisors managed by the OnApp Software); or

5. such other Unit as set out in an Order, as applicable, and in each case as may be further detailed in an Order.

1. You shall pay the Fees for all Units you (and your End Users) use, based on the hightide of usage in the relevant billing period.
2. Any use of the OnApp CDNaaS shall be subject to the OnApp CDNaaS Fee.

### 3. SUPPORT AND MODIFICATIONS

0. You shall be responsible for providing direct (or 'front-line') support to your End Users.
1. Where set out in the Order, we may provide reasonable assistance and/or support in accordance with our support policy. If we are providing support to you, we shall use our reasonable endeavours to support your use of the OnApp Software for the authorised purposes in accordance with our support policy provided you are in full compliance with the Agreement at all times and promptly comply with our reasonable instructions.
2. At our discretion, we may make available to you modifications, changes, updates, and upgrades to the OnApp Software ("**Modifications**"). We shall have no obligation to support any OnApp Software in respect of a fault which has been remedied in a previous Modification that you have not installed or in respect of OnApp Software that has been discontinued in accordance with the provisions of the GTCs.
3. You shall have sole responsibility for protecting and backing-up data and other information that may be affected by such Modifications.
4. If you require additional support in relation to the implementation of a Modification, we may provide these as separately chargeable professional services.
5. As a condition of this STCs, at all times you will implement our reasonable requests regarding the use of OnApp Software that are governed by this STCs.

### 4. CDN RELATED SERVICES

0. OnApp Software may include CDN Stack functionality can be accessed through the user interface panel. If you enable the OnApp CDN Stack functionality, this will enable the OnApp CDNaaS. We enable CDN functionality only. We shall have no responsibility or liability for the operation, support or maintenance of your CDN or POPs. Any use of Capacity provided by the Marketplace shall be subject to the MTCs.
1. The use of a CDN involves the transmission of your User Content over the internet which includes networks that are not owned, operated or controlled by us We will use commercially reasonable efforts to protect against the loss, misuse and alteration of User Content under our control, including our standard encryption protocols and digital certificate to protect the security of such information.

### 5. ACCELERATOR

0. If you have qualifying OnApp Software the OnApp Accelerator will be enabled by default. You acknowledge that the OnApp Accelerator requires the use of the OnApp CDNaaS and Capacity procured by OnApp from the Marketplace. Use of the OnApp

Accelerator does not itself incur charges, but any usage by you of the OnApp CDN Stack or OnApp CDNaaS itself will be chargeable in accordance with Clause 3.3 and Clause 5.

1. Use of the OnApp Accelerator is subject to fair usage and may be removed, disabled or suspended in our reasonable discretion from time to time.