Ipanema SD-WAN Cloud Terms of Service

English – February 2021

These Cloud Terms of Service ("Terms of Service") apply to and are incorporated by reference into the ordering document (the "Quote") made by and between Infovista SAS or its subsidiaries ("the Service Provider") (as identified on the Quote) and the Customer (as identified on the Quote) and set forth the terms and conditions under which Service Provider will provide the Customer with a right to access and use the Ipanema SD-WAN Service ("Cloud Service").

The Ipanema SD-WAN Service Description is available at ww.infovista.com and is incorporated herein by reference.

The Cloud Service may only be used in conjunction with at least one Ipanema SD-WAN Edge Platform e . Ipanema SD-WAN Edge Platform means Software which is installed on and bundled with computer hardware. Ipanema SD-WAN Edge Platform must be installed at Customer local area network access points. Ipanema SD-WAN Edge Platform are not included in the Cloud Service price and must be procured separately under Infovista Global License Terms.

"Cloud Service Contract" means a Cloud Service subscription for the term identified in the applicable Quote, including all renewals.

"Documentation" means Infovista SAS's then current technical and functional documentation for the Cloud Service and Ipanema SD-WAN Edge Platforms.

SERVICE PROVIDER AND CUSTOMER HEREBY AGREE AS FOLLOWS:

1. Rights of Access and Use

1.1. Access and Use. Service Provider grants Customer's Authorized Users a nonexclusive, nontransferable and worldwide right to access and use the Cloud Service, during the subscription period stated in the Quote, for Customer's own internal purposes.

For the subscription model : Usage is limited to the subscription option(s) and metrics subscribed in the applicable Quote and defined in the Specific License Terms (available at [www.infovista.com)](www.infovista.com), incorporated by reference herein ("Subscription Option(s) and Metrics").

For the usage-based model: Usage is unlimited. Customer shall provision licenses within the Cloud Service. It is up to the Customer to calculate if they are within their commitment, or beyond commitment, which triggers overconsumption as explained below.

The Customer shall commit to a minimum of annual commitment of licenses (" Annual Commitment"). Customer shall allocate quarterly the annual committed licenses in an Order Schedule or a Purchase Order.

Unused quarterly licenses commitment are not transferable to subsequent quarters.

Overconsumption corresponds to the situation when quarterly value of the Customer license usage is at least 5% higher than the commitment. The overconsumption is paid by the application of a multiplier of a percentage referenced into the Order Schedule or the Purchase Order on the overconsumption part.

For instance if the quarterly Commitment is 22k EUR, and Usage = 25k EUR, Overconsumption Multiplier for example= +20%

Overconsumption Invoice = (25k – 22k) x (1+20%) = 3k x 1.2 = 3.6k EUR to be invoiced

Option 1: Pay Overconsumption Invoice

Option 2: Increase quarterly commitments to usage, If commitments below usage

1.2. Authorized Users. Unless otherwise specifically provided in the Quote, "Authorized Users" will only consist of: (i) employees of Customer, and (ii) third party subcontractors of Customer who do not compete with Service Provider ("Permitted Contractors"). Permitted Contractors may Use the Software only at Customer's place of business or in the presence of Customer personnel and strictly for the need of Customer internal business purpose. Infovista will only be responsible to create two admin accounts and the Customer shall be responsible to create further admin accounts to adapt to its own internal needs. Customer is responsible for all such users' actions that violate the terms of this Agreement, any breach by any such user is a breach by Customer. Unless otherwise expressly permitted in the Quote, Customer shall not permit any subsidiaries, affiliated companies, or third parties to access the Cloud Service.

1.3. Restrictions. Customer shall not (i) resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Cloud Service in any way; (ii) modify or make derivative works based upon the Cloud Service or its related software; (iii) create Internet "links" to the Cloud Service or "frame" or "mirror" the Cloud Service on any other server, wireless or Internet-based device (except in the case of Single Sign On technique) ; or (iv) reverse engineer or access the Cloud Service or its related software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Cloud Service, (c) copy any ideas, features, functions or graphics of the Cloud Service, (v) interfere with or disrupt the integrity or performance of the Cloud Service or its related software, systems or networks or the data contained therein; or (vi) attempt to gain unauthorized access to the Cloud Service or its related software, systems or networks or the data contained therein.

1.4. Suspension of Access and Removal of Data or Content.

Service Provider may suspend access to the Cloud Service or remove any data transmitted via the Cloud Service and without liability if Service Provider establishes with the results of an audit that the Cloud Service is being used in violation of these Terms of Service, any commercial quotation or applicable law, but only after Service Provider notifies Customer of such failure and such failure continues for twenty-four (24) hours after the notification. This audit could be carried out by the Service Provider.

Data on Service Provider's servers may be unavailable to Customer during a suspension of access to the Cloud Service.

Service Provider reserves the right to suspend delivery of the Cloud Service immediately without prior notice and without liability if (I) Customer's use of the Cloud Services is causing immediate and ongoing security harm to Service Provider or others.(II) Service Provider detects a general security issue in order to prevent security harm in compliance with its obligation.

1.5. Customer License Grant. Customer grants to Service Provider a non-exclusive, worldwide, royalty-free license to access, use, reproduce and display Customer data as is reasonable or necessary for Service Provider to perform or provide the Cloud Service.

1.6. Third Party Web Services. The Cloud Service may include integrations with web services made available by third parties (other than Service Provider) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third-party web services are not part of the Cloud Service and the present Terms of Service does not apply to them.

 1.7. Trial Cloud Service. This Agreement applies to trial access to the Cloud Service ("Trial Cloud Service"). Trial Cloud Service period shall commence on the date that Service Provider first provides Customer credentials to access he Trial Cloud Service and end the last date of the Trial Cloud Service period. In the event that the Trial Cloud Service

is provided for free; (iii) Trial Cloud Service is provided "AS IS" without warranty of any kind, and Service Provider disclaims all warranties, indemnities, and all other liabilities for Trial Cloud Service.

2. Payment
2.1. Fees.

For subscription model: Payment of the Cloud Service fees will entitle Customer to access and use the Cloud Service ordered only for the subscription period stated in the Quote.

Unless otherwise provided in a commercial quotation or in a contract , all fees are due and payable annually in advance of the start date of the Cloud Service and in advance of the anniversary of the start date of the Cloud Service for multi-year terms and fees are to be paid to Service Provider within thirty (30) days of the date of invoice.

The Customer is not entitled to cancel, reduce the Configuration Bill or downgrade the Subscription Option(s), subscribed by Customer in the applicable Quote, until the end of the Initial Term or a Renewal Term. There will be no refunds or credit note for an ordered Cloud Service. Customer may reduce the Metrics or downgrade the Subscription Option(s) subscribed by Customer in the applicable Quote by sending a 3 months' notice prior to the end of the Initial Term or a Renewal Term.

Both parties undertake to renegotiate the fees of a Cloud Service Contract at least 3 months prior to the end of the Initial Term or a Renewal Term.

If the actual usage of the Cloud Service exceeds the Subscription Option(s) and Metrics subscribed by Customer in the applicable Quote, then Customer shall (a) immediately cease such excess usage or (b) order the necessary Metrics and/or Subscription Option(s) to cover such excess usage. Fees for excess usage shall be based on Service Provider's then-current price list or specified in the Quote. Upon written notice by Service Provider, Customer shall certify in writing its actual usage of the Cloud Service as compared to the Subscription Option(s) and Metrics subscribed by Customer in the applicable Quote.

Taxes on the fees payable hereunder at the rate in force on the day of invoicing are excluded from the fees and must be paid in addition by the Customer.

Fees for usage base model:

Payment of the Cloud Service fees will entitle Customer to access and use the Cloud Service ordered only for the period stated in the Quote.

Unless otherwise provided in a commercial quotation or a contract, all fees are due and payable annually in advance of the start date of the Cloud Service and in advance of the anniversary of the start date of the Cloud Service for multi-year terms.

The Customer is not entitled to cancel, reduce the Annual Commitment, committed by the Customer in a Purchase Order or Order Form until the end of the Initial Term or a Renewal Term. There will be no refunds or credit note for an ordered Cloud Service. Customer may reduce the Annual Commitment (except for multi-year orders) by sending a 3 months' notice prior to the end of the Initial Term or a Renewal Term.

Overconsumption invoices will be raised at the end of every quarter that there was an overconsumption.

Unless otherwise provided in a commercial quotation or a contract, Fees are to be paid to Service Provider within thirty (30) days of the date of invoice.

For all models ; Past-due amounts are subject to a late charge equal to one and one-half percent (1½%) per month or the maximum amount allowed by law, whichever is less. If Customer is delinquent on a payment of fees for fifteen (15) days or more after an invoice due date, Service Provider may suspend access to the Cloud Service by disabling the Customer's password, account and access to all or part of the Cloud Service without any liability for Service Provider. In order to reactivate the Cloud Service, Customer shall pay in full all outstanding invoices. Complaints concerning invoices must be made in writing within thirty (30) days from the date of the invoice.

3. Hosting

3.1. Service Availability. Upon payment of the relevant Cloud Service Contract fees, Service Provider warrants that it will use commercially reasonable efforts to achieve Service Provider's availability goals described in the SD-WAN Service Description, available at www.infovista.com.

3.2. Support Services. Upon payment of the relevant Cloud Service Contract fees, Customer may receive certain support services for the Cloud Service pursuant to the SD-WAN Service Description. For avoidance of doubt, hardware is subject to the Hardware Support Terms and Conditions available at www.infovista.com.

4. Ownership

4.1. Reservation of Rights. By signing the Quote, Customer irrevocably acknowledges that, subject to the rights granted herein, Customer has no ownership interest in the Cloud Service or related software or materials. Service Provider will own all right, title, and interest in such Cloud Service and related software and materials, including any improvements, modifications, or derivative works to any of the foregoing. Service Provider reserves all rights not specifically granted herein.

4.2. Marks and Publicity. Service Provider and Customer trademarks, trade names, service marks, and logos, whether or not registered ("Marks"), are the sole and exclusive property of the respective owning party, which owns all right, title and interest therein. Service Provider may: (i) use the Customer's name and/or logo within product literature, press release(s), social media, and other marketing materials; (ii) quote the Customer's statements in one or more press releases; and/or (iii) make such other use of the Customer's name and/or logo as may be agreed between the parties. Additionally, Service Provider may include Customer's name and/or logo within its list of customers for general promotional purposes. Service Provider shall comply with Customer's trademark use guidelines as such are communicated to the Service Provider in writing and Service Provider shall use the Customer's Marks in a manner which is consistent with industry practice. Neither party grants to the other any title, interest or other right in any Marks except as provided in this Section.

5. Confidentiality

5.1 Obligation of Confidence During the performance of these Terms of Service, each party may receive Confidential Information (as defined below) from the other. Each party will treat Confidential Information as confidential and shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care as the recipient uses to protect its own Confidential Information, to prevent the unauthorized dissemination or publication of the Confidential Information. Neither party will disclose Confidential Information other than to those of its employees or agents who need to know such information for performance of each party's rights and obligations under these Terms of Service. Neither party will use Confidential Information for any purpose beyond the performance of its rights and obligations under these Terms of Service without the prior written consent of the other party. All Confidential Information shall remain the property of the disclosing party, and each party will return or destroy any tangible materials containing such Confidential Information upon request of the other party.

5.2 Confidential Information shall mean all information marked or identified as confidential or proprietary, or received under circumstances reasonably interpreted as imposing an obligation of confidentiality, that is disclosed in the context of the Support Services. It includes, but is not limited to intellectual property rights, trade secrets and business matters such as research and development information, Software products, source codes, new products, business opportunities, sales and marketing plans and financial and personnel information. Confidential Information does not lose its status as Confidential Information merely because it was known by a limited number of persons or entities or because it was not entirely originated by either party.

5.3 Exclusions The obligations of confidentiality and protection imposed by this paragraph shall not apply, or shall cease to apply, to any information that (a) was lawfully known by either party prior to its receipt hereunder; or (b) is or becomes publicly available without breach of these Terms of Service; or (c) is lawfully received by either party from a third party who does not have an obligation of confidentiality to either party; or (d) is developed independently; or (e) is required by law, regulations or court order or pursuant to regulations imposed by stock exchange authorities, providing that the party seeking to disclose the Confidential Information promptly informs the other party of its intended disclosure, which other party may then seek a preventive order to limit such disclosure.

5.4 This article shall survive expiration or termination of these Terms of Service.

5.5 The parties agree to comply with the obligations contained in this article throughout the entire term hereof and five

(5) years following the expiration hereof.

6. Warranty

6.1. No Malicious Code. To the knowledge of Service Provider, the Cloud Service and related software, systems and networks do not contain any malicious code, program, or other component (e.g. computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, or alter the Cloud Service, or which could reveal, damage, destroy, or alter any data accessed through or processed by the Cloud Service in any manner. This warranty will be considered part of and covered under the provisions of these Terms of Service. Customer must: (i) notify Service Provider promptly in writing of any nonconformance under this warranty; (ii) provide Service Provider with reasonable opportunity to remedy any nonconformance under the provisions of these Terms of Service; and (iii) provide reasonable assistance in identifying and remedying any nonconformance.

6.2. Cloud Service: Service Provider represents and warrants to Customer that the Cloud Service materially conforms to the specifications specified in the relevant SD-WAN Service Description. Customer must notify Service Provider of any warranty deficiencies within thirty (30) days from such deficiency. Customer's sole and exclusive remedy and Service Provider's entire liability for breach of this warranty will be for Service Provider at its option, to (i) provide a nondeficient Cloud Service, or (ii) terminate the applicable Cloud Service Contract and refund any prepaid, unused Cloud Service Contract fees paid to Service Provider for the unused Term of any such terminated Cloud Service Contract.

6.3. Hardware: For avoidance of doubt, related purchased hardware warranty is subject to the Global License Terms available at [www.infovista.com.](www.infovista.com)

6.4. Authorized Representative. Customer and Service Provider warrant that each has the right to enter into these Terms of Service and that these Terms of Service and the Quotes executed hereunder will be executed by an authorized representative of each entity.

6.5. Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY STATED IN SECTION 6 OF THESE TERMS OF SERVICE, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER SERVICE PROVIDER (NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS OR LICENSORS) WARRANTS OR REPRESENTS THAT THE CLOUD SERVICES WILL BE UNINTERRUPTED. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S DATA.

6.6. Modifications. Notwithstanding anything to the contrary in this Section, any and all warranties under these Terms of Service are VOID if (a) the Edge Platforms have not been installed, configured used or maintained in accordance with the Documentation, or if (b) Customer has made changes and / or modifications to the Edge Platforms other than with the express, written approval of Service Provider, if (c) the Edge Platforms have been subjected to abnormal physical or electrical stress, misuse, negligence or accident (d) Cloud Service or Edge Platforms are used with equipment, products or systems not specified in the Documentation or (e) Edge Platforms are no longer supported and Customer has not upgraded (f) the related support services contract is no longer active for the Edge Platforms.

Additionally, these warranties only apply if notice of a warranty claim is provided in written within the term of the applicable Cloud Service Contract.

7. Indemnification

In the event that all or part of the Cloud Service becomes, or in Service Provider's opinion is likely to become, the subject of a claim of infringement of third party rights, Service Provider may at its sole option, (a) provide to Customer a noninfringing Cloud Service with substantially similar functionalities; or obtain for Customer the right to continue to access and use the Cloud Service; or (b) terminate the Cloud Service Contract, in which event and upon such termination, refund to Customer, as Service Provider's sole liability and Customer's sole remedy, a prorated refund of the Cloud Service Contract fees paid by Customer for the remainder of the then-current Cloud Service Contract Term.

The obligations of Service Provider in this **Section 7** will not apply to the extent that the infringement or claim thereof is based on (A) combination or use of the Cloud Service with hardware, software, data or other materials not provided by Service Provider, (B) use of the Cloud Service other than in accordance with the Documentation, Quote and those Terms of Service. This section states the entire liability hereunder with respect to any claim of infringement.

8. Limitation of Liability

8.1. Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES ACTUALLY PAID BY CUSTOMER TO SERVICE PROVIDER DURING THE 12 MONTHS DURING WHICH THE DAMAGES OCCURRED.

8.2. Disclaimer of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL.

8.3. THE FOREGOING LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

9. Term and Termination

9.1. Term and Renewal Term. These Terms of Service and a Cloud Service Contract will continue until the end of a Cloud Service Contract term stated on a Quote ("Initial Term"). These Terms of Service and the Cloud Service Contract shall be renewed automatically for periods equal to the Initial Term ("Renewal Term") unless, at least sixty (60) days before the expiration date, one party sends the other party a notice of non-renewal by registered letter, return receipt requested (the Initial Term and Renewal Term are referred to as the "Terms").

9.2. Termination by Service Provider. Service Provider may, in its sole discretion, thirty (30) days after formal notice sent by registered letter return receipt requested which remains without effect, or immediately in the event of a nonreparable breach, terminate a Cloud Service Contract, without prejudice to its right to request indemnification for the loss suffered. Services Provider may terminate immediately a Cloud Service Contract, should Customer file a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

9.3. Termination by Customer. A Cloud Service Contract may be terminated by Customer on ninety (90) day- written notice to Service Provider if Service Provider fails to perform any material obligation required of it hereunder, and such failure is not cured within ninety (90) days from Service Provider's receipt of Customer's notice.

9.4. Effect of Termination. Upon termination of a Cloud Service Contract, Customer shall no longer access the Cloud Service and Customer shall not circumvent any security mechanisms contained therein.

9.5. Other Remedies. Termination of a Cloud Service Contract will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under these Terms of Service.

9.6 Termination of an usage based Cloud Service Contract : Unless the customer sends a termination letter three (3) months before the end of the period of the contract, Service Provider reserves the right to auto-renew the contract for 1 year at the latest Annual Commitment and same quarterly commitments allocation.

10. Customer obligations

10.1. The Customer shall be obliged to keep the login names and the passwords required for the use of the Cloud Service confidential, to keep it in a safe place, and to protect it against unauthorized access by third parties with appropriate precautions, and to instruct its Authorized Users to observe copyright regulations. Personal access credentials must be changed at regular intervals.

10.2. Before entering its data and information, the Customer shall be obliged to check the same for viruses or other harmful components and to use state of the art anti-virus programs for this purpose. In addition, the Customer itself shall be responsible for the entry and the maintenance of its data.

11. Miscellaneous

11.1. Assignment. Customer may not assign these Terms of Service or otherwise transfer any Cloud Service Contract whether by operation of law, change of control, or in any other manner, without the prior written consent of Service Provider. Any purported assignment of these Terms of Service, or any Cloud Service Contract in violation of this Section will be deemed void. The Service Provider may assign, in whole or in part, its rights, interests, and obligations hereunder without limitation.

11.2. Technical Data. Customer shall not provide to Service Provider any technical data as that term is defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Customer shall certify that all information provided to Service Provider has been reviewed and scrubbed so that all technical data and other sensitive information relevant to Customer's ITAR regulated project has been removed and the information provided is only relevant to bug reports on Service Provider products.

11.3. Compliance with Laws. Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party's performance under these Terms of Service.

11.4. Survival. The provisions set forth in Sections 2, 4, 5, 6.4, 8, 9.4 and 11 of these Terms of Service will survive termination or expiration of these Terms of Service and any applicable Cloud Service Contract hereunder.

11.5. Notices. Any notice required under these Terms of Service shall be given in writing and will be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the applicable address specified on the Quote or to such other address as the parties may designate in writing. Any notice of material breach will clearly define the breach including the specific contractual obligation that has been breached.

11.6. Force Majeure. Service Provider will not be liable to Customer for any delay or failure of Service Provider to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Service Provider. Such causes will include, but are not limited to, acts of God, floods, fires, loss of electricity, pandemic, or other utilities, or delays by Customer in providing required resources or support or performing any other requirements hereunder. Should such condition continue for more than (3) three months, either party may terminate the Cloud Service Contract upon written notice.

11.7. Export Restriction. - Restricted Rights

Customer agrees that it will ensure that the Cloud Service will not be used or accessed in or from Cuba, Iran, North Korea, Syria, Sudan, the Crimea region, Belarus nor in or from any country or by any party in any manner prohibited by US, EU, Canada, France and UK sanctions and export control laws and regulations or by any regulation applicable in any country having jurisdiction over the Service Provider or Customer.

Any use of, duplication by, or disclosure to the U.S. Government is subject to the terms of this Agreement and is furnished as unpublished, copyrighted, trade secret, commercial proprietary data subject either to Part 12 or with Restricted Rights in accordance with FAR 52.227-19 Commercial Computer Software. The manufacturer of software related to the Cloud Service is InfoVista SAS.

11.8. Entire Agreement. These Terms of Service together with the applicable Quote constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all proposals and prior discussions and writings between the parties with respect to the subject matter contained herein. Any signed copy of these Terms of Service made by reliable means will be considered an original.

11.9. Modifications. The parties agree that these Terms of Service cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.

11.10. No Waiver. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

11.11. Severability and Reformation. Each provision of these Terms of Service is a separately enforceable provision. If any provision of these Terms of Service is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for these Terms of Service to remain in effect in accordance with its terms as modified by such reformation.

11.12. Independent Contractor. Service Provider is an independent contractor and nothing in these Terms of Service will be deemed to make Service Provider an agent, employee, partner, or joint venturer of Customer. Neither party will have authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.

11.13. Law and Jurisdiction

If the Cloud Service is ordered from INFOVISTA CORPORATION or one of its distributors, the following clause will apply:

THE CLOUD SERVICE SHALL BE GOVERNED BY DELAWARE LAW AND THE TERMS OF SERVICE SHALL BE CONSTRUED BY EXAMINATION OF SUCH. ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS OF SERVICE SHALL BE LITIGATED IN THE DISTRICT OR CIRCUIT COURTS FOR DELAWARE.

If the Cloud Service is ordered from by INFOVISTA CANADA INC. or one of its distributors, the following clause will apply:

THE CLOUD SERVICE SHALL BE GOVERNED BY QUEBEC LAW AND THE TERMS OF SERVICE SHALL BE CONSTRUED BY EXAMINATION OF SUCH. ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS OF SERVICE SHALL BE LITIGATED IN THE DISTRICT OR CIRCUIT COURTS FOR QUEBEC.

If the Cloud Service is ordered from INFOVISTA JAPAN KK or one of its distributors, the following clause will apply:

THE CLOUD SERVICE SHALL BE GOVERNED BY THE LAWS OF JAPAN AND THE TERMS OF SERVICE SHALL BE CONSTRUED BY EXAMINATION OF SUCH. ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS OF SERVICE SHALL BE LITIGATED IN THE COURTS OF JAPAN OR IN THE COURTS OF SUCH OTHER COUNTRY THAT INFOVISTA MAY IN ITS DISCRETION DETERMINE.

If the Cloud Service is ordered from INFOVISTA (ASIA-PACIFIC) PTE LTD or one of its distributors, the following clause will apply:

THE CLOUD SERVICE SHALL BE GOVERNED BY THE LAWS OF THE REPUBLIC OF SINGAPORE AND THE TERMS OF SERVICE SHALL BE CONSTRUED BY EXAMINATION OF SUCH. ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS OF SERVICE SHALL BE LITIGATED IN THE COURTS OF THE REPUBLIC OF SINGAPORE OR IN THE COURTS OF SUCH OTHER COUNTRY THAT LICENSOR MAY IN ITS DISCRETION DETERMINE.

If the Cloud Service is ordered from any other company the following clause will apply:

THE CLOUD SERVICE SHALL BE GOVERNED BY FRENCH LAW AND THE TERMS OF SERVICE SHALL BE CONSTRUED BY EXAMINATION OF SUCH. ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS OF SERVICE SHALL BE LITIGATED IN THE PARIS COMMERCIAL COURTS.

In the event of any action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action. Additionally, each party irrevocably agrees to accept, and consents to receive, formal service of process for any legal proceeding with respect to any dispute or other matter arising out of the obligations of the respective parties under this Agreement via French Mail certified mail (return receipt requested) or sent by Federal Express, DHL or other internationally recognized overnight delivery service providing proof of delivery for overnight delivery to that party at the address for that party listed in Section 16 of this Agreement, with such service of process to be deemed completed for all purposes upon the date the same is duly delivered. In order to change the address at which any party consents to receive service of process, the other parties hereto must approve such request in writing.