

BOOMI ATOMSPHERE SDK LICENSE AGREEMENT FOR PRIVATE OR OPEN SOURCE CONNECTORS

THIS BOOMI ATOMSPHERE SDK LICENSE AGREEMENT FOR PRIVATE OR OPEN SOURCE CONNECTORS and attached Exhibits (collectively, the “SDK Agreement”) is made and entered into as of the date of acceptance of the terms and conditions set forth below (the “SDK Agreement Effective Date”) by and between Boomi, Inc., a corporation organized under the laws of the State of Delaware, with a place of business at 1400 Liberty Ridge Drive, Chesterbrook, PA 19087 (“Boomi”), and the company represented by the individual accepting this SDK Agreement on the company’s behalf (“Company”) (each, a “Party” and, collectively, the “Parties”).

WHEREAS, Boomi has created the Boomi SDK (as defined below) and Documentation (as defined below) for the sole purpose of allowing parties who accept Boomi’s license terms to be able to build Boomi Connector(s).

IF THE COMPANY AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS SDK AGREEMENT, PLEASE CLICK ON THE “AGREE” BUTTON. THIS WILL CONSTITUTE A BINDING AGREEMENT BETWEEN THE COMPANY AND BOOMI. IF THE COMPANY DOES NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS SDK AGREEMENT, PLEASE CLICK THE “CANCEL” BUTTON. YOU WILL NOT BE PERMITTED TO USE THE BOOMI SDK UNLESS YOU AGREE TO THE TERMS AND CONDITIONS OF THIS SDK AGREEMENT.

1. Definitions.

- 1.1. **“Affiliate”** means any Person which controls, is controlled by, or is under common control with a Party.
- 1.2. **“Application”** means a single instance of any file, program or database that may be integrated with another single instance of any file, program and/or database using the Boomi AtomSphere Product.
- 1.3. **“Boomi AtomSphere”** means the Boomi Integration Platform, and related Boomi Services, to enable authorized users to design, build, and execute Integration Processes, and includes the Boomi Atom (as defined herein), the Boomi Connector (as defined herein), and the Boomi Integration Tools (as defined herein). including deployment of Boomi Connectors within a Company Account or related Sub Account(s).
- 1.4. **“Boomi Competitor(s)”** means any individual or organization that provides in-kind and/or comparable technology to the Boomi Technology or any substitute therefor, including, but not limited to, the performance of data migration, integration and/or translation services.
- 1.5. **“Boomi Connector”** means the software code which uses the Company’s application programming interface (API) to enable Connection(s) to the Company Product.
- 1.6. **“Boomi Integration Tools”** means the web-accessible design interface and library of components developed by Boomi, including, but not limited to, Boomi Connectors, transformation maps, error handling modules, decision handling modules, and processing logic that enables an End User to design, create, build, and manage an Integration Process.
- 1.7. **“Boomi SDK”** means the software described in Exhibit A attached to this SDK Agreement, including any Updates thereto.
- 1.8. **“Boomi Services”** means any training, maintenance, and/or support services in connection with the Boomi AtomSphere Product.
- 1.9. **“Boomi Technology”** means all of Boomi’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Company by Boomi and includes the Boomi Atom (as defined herein), the Boomi AtomSphere (as defined herein), the Boomi Connector (as defined herein), the Boomi Integration Tools (as defined herein), and Boomi Services provided by Boomi.
- 1.10. **“Company-built Boomi Connector”** means the Boomi Connector developed by Company using the Boomi SDK.
- 1.11. **“Company Product(s)”** means any product and/or service provided by the Company for which the Company intends to build Boomi Connector(s) using the Boomi SDK in accordance with this SDK Agreement.
- 1.12. **“Connection”** means each instance in which an End User has used the Boomi Integration Tools to integrate one Application to another Application.
- 1.13. **“End User”** means a Third Party Customer granted access to the Boomi AtomSphere Product by Company.
- 1.14. **“Integration Process”** means a process and/or workflow customized and/or configured using the Boomi Integration Tools to integrate data between Applications.

1.15. **“SDK Documentation”** means the documentation created or provided by Boomi relating to the Boomi SDK, which includes all functional specifications for the Boomi SDK. Such documentation will be available via the Boomi AtomSphere secure website.

1.16. **“Term”** means the period beginning on the SDK Agreement Effective Date and ending on the date on which this SDK Agreement terminates pursuant to Section 6.

1.17. **“Third Party”** means any Person except Boomi, Company, and their respective Affiliates.

1.18. **“Third Party Customer(s)”** means any Third Party user of an Application provided by the Company

1.19. **“Updates”** means all upgrades, improvements, bug fixes and other modifications to the Boomi SDK that Boomi generally provides to their licensees of the Boomi SDK.

2. License Grant.

2.1. **Grant of a Limited License.** Boomi grants to the Company a limited, worldwide, non-exclusive, non-transferable, royalty-free, revocable right and license to use the Boomi SDK to enable the Company solely to build either (A) closed source Company-Built Boomi Connectors solely for Company’s own production use or deployment provided that the closed source Company-Built Boomi connector(s) can only be uploaded and used in production by that account only, or (B) open source Company-Built Boomi Connectors licensed under the Apache License, Version 2.0. Any additional right to deploy or distribute the Company-built Boomi Connector(s) – including any right to expose such connector to any other account -- shall be governed by a separate agreement such as a Boomi Master Services Agreement, OEM Agreement, Technology Partner Agreement or Reseller Agreement by and between Company and Boomi. No intellectual property rights in any Boomi technology are assigned to Company hereunder. At all times, the Boomi SDK shall remain the sole and exclusive property of Boomi. All rights not specifically granted herein are expressly reserved by Boomi.

2.2. **Related Company Obligations.** If Company solely receives code under the Apache 2.0 license and exercises to other rights or provisions hereof, Company’s obligations shall be as provided under that open source license. If Company utilizes the grant of rights under 2.1(B) or exercises any other rights hereunder, Company hereby agrees to: (1) provide Boomi with all software code relating to the Company-built Boomi Connector; (2) require any Third Party who desires to enhance or modify the functionality of that portion of the Company Product(s) that relate to the Company-built Boomi Connector to license from Boomi a Boomi SDK for its own use; (3) insert appropriate copyright, patent and trademark notices in the documentation relating to the Company Product(s) and in the operations manuals provided to a Third Party acknowledging Boomi’s rights in the Company-built Boomi Connector in substantially the following form: “Portions Copyright 20XX Boomi, Inc. All rights reserved.” Company also hereby grants Boomi a perpetual, worldwide, transferable, sublicenseable royalty-free, irrevocable license to: i) use, display, distribute, copy, and modify any Company-built Boomi Connector, and to allow Boomi to sublicense other parties including but not limited to Boomi’s customers, resellers, distributors, and affiliates to use, display, distribute, copy and modify any Company-built Boomi Connector; and ii) any trademark rights associated with Company-built Boomi Connector(s) including but not limited to the trademarks listed in Exhibit B of this SDK Agreement.

2.3. **Limitations on Use.** Company shall not (i) use or copy the Boomi SDK or SDK Documentation for any purpose other than as specified in this SDK Agreement; (ii) make available to any Third Party the Boomi SDK or any derivatives of the Boomi SDK except as permitted under 2.1(B); (iii) include the Boomi SDK as part of a development tool, or software development kit (unless otherwise agreed in a separate contract signed by an officer of Boomi, Inc.); (iv) disassemble, reverse engineer or decompile the Boomi SDK or allow a Third Party to disassemble, reverse engineer or decompile the Boomi SDK; (v) rent or lease the Boomi SDK, (vi) violate the rights of any third party in connection with the use of the Boomi SDK or violate any law or regulation in connection with the usage of this Boomi SDK (including any export or import law or regulation); (vii) license or make available the Boomi SDK or Boomi Technology to any Boomi Competitor unless Boomi provides its formal written consent to same; (viii) charge any party including, without limitation, any End Users for the use of the Company-built Boomi Connector. **NOTHING HEREIN SHALL NARROW OR SUPERSEDE RIGHTS GRANTED TO A PARTY SOLELY EXERCISING THEIR RIGHTS UNDER APACHE 2.0 TO THE EXTENT IT APPLIES TO CERTAIN MATTERS.**

3. Representations and Warranties; Disclaimer.

3.1. **Boomi Warranties.** Boomi warrants to Company that: during the Term of this SDK Agreement, the Boomi SDK will materially conform with its SDK Documentation.

3.2. **Company Warranties.** Company warrants to Boomi that (i) the software code relating to the Company-built Boomi Connector has not and shall not be licensed to any Third Party in a manner that violates the terms and conditions of this SDK Agreement; (ii) the software code relating to the Company-built Boomi Connector is free from any malicious code that might disrupt, disable, harm, impede or otherwise interfere in any way with the intended operation of any Boomi service including but not limited to Boomi AtomSphere software or services; (iii) the use of the

Company-built Boomi Connector does not violate Boomi's privacy policies; (iv) any Company-built Boomi Connector does not and shall not infringe any Third Party's intellectual property rights recognized under United States law, including, but not limited to, copyrights, moral rights, trade secrets, patent rights, rights in inventions, trademarks, trade names, service marks or domain names; (v) the individual accepting this SDK Agreement is authorized to act on behalf of the Company and has full power and authority to bind the Company to this SDK Agreement; and (vi) the Company-built Boomi Connector will be free of and shall contain no computer code or algorithms that can be used to bypass, override, serve as a backdoor or otherwise compromise security of the Company-built Boomi Connector, systems that make use of the Company-built Boomi Connector or any Boomi Technology.

3.3. Disclaimer of Other Warranties. OTHER THAN AS EXPRESSLY SET FORTH HEREIN IN SECTION 3.1, THE BOOMI SDK IS PROVIDED ON AN "AS IS" BASIS, AND BOOMI DOES NOT WARRANT THE PERFORMANCE OF, OR THE RESULTS TO BE OBTAINED FROM USING, THE BOOMI SDK AND/OR ANY BOOMI CONNECTOR, COMPANY-BUILT OR OTHERWISE. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ALL OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS SDK AGREEMENT.

4. Limitation of Liability.

IN NO EVENT SHALL BOOMI BE LIABLE TO COMPANY, ITS AFFILIATES, OR ANY THIRD PARTY FOR ANY LOST PROFITS OR LOST REVENUE, DATA LOSS, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SDK AGREEMENT. THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS SDK AGREEMENT. THE REMEDIES PROVIDED TO COMPANY, END-USERS AND AFFILIATES IN THIS SDK AGREEMENT ARE EXCLUSIVE.

IN NO EVENT WILL BOOMI'S LIABILITY FOR DAMAGES OR ALLEGED DAMAGES UNDER THIS SDK AGREEMENT, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EXCEED \$1,000.

5. Indemnification.

Company shall indemnify, defend and hold Boomi harmless against any expense, judgment or loss arising out of, or relating to (i) any gross negligence, reckless, or intentional acts or omissions, or fraud by Company or its agents; (ii) Company's use, operation, or provisioning of access to any Boomi SDK; (iii) any claim, regardless of the merit of such claim, by a Third Party, including any Third Party Customer, arising out of, or relating to, the Boomi SDK, including, but not limited to, any claim that the Company-built Boomi Connector, or use thereof, infringes any Third Party's rights; and (iv) any breach by Company of its representations, warranties, or covenants hereunder.

In the event of any claim for which indemnification is available, the indemnified Party shall give prompt written notice of any such claim to the indemnifying Party; provided, however, that the failure of the indemnified Party to give timely notice hereunder will not affect its rights to indemnification hereunder, except to the extent that the indemnifying Party can demonstrate actual, material prejudice as a result of such failure. Within thirty (30) days after receiving the indemnified Party's notice of a claim, but no later than ten (10) days before the date on which any formal response to the claim is due, the indemnifying Party will notify the indemnified Party in writing as to whether the indemnifying Party acknowledges its indemnification obligation and elects to assume control of the defense and settlement of the claim (a "**Notice of Election**").

The indemnified Party may participate in the defense of the claims by non-controlling counsel of its own choosing which is reasonably acceptable to the indemnifying Party, at its own cost and expense.

The Parties will reasonably cooperate with each other in the defense of any such claim. The indemnifying Party shall not enter into any settlement or resolution of any claim that would affect any of the indemnified Party's rights or obligations, or that would constitute an admission of guilt or liability on the part of the indemnified Party, without the indemnified Party's express prior written consent.

6. Term and Termination/Cancellation.

6.1. Term. This SDK Agreement shall commence on the SDK Agreement Effective Date and shall continue in full force and effect: i) for a period of two (2) years, or ii) during the Initial Term of any corresponding Boomi Partner Agreement, unless terminated in accordance with the provisions herein.

6.2. Termination for Cause. Notwithstanding anything contained in this SDK Agreement to the contrary, the

non-defaulting Party may terminate this Agreement, in whole or in part, (i) with respect to the occurrence of a default under a Master Services Agreement, or a Boomi Partner Agreement, or any contract associated with the use or distribution of Boomi integration technology, or under Section 2 (“License Grant”) of this SDK Agreement, immediately, or (ii) with respect to all other defaults, upon the defaulting Party’s failure to cure such default within thirty (30) days after the non- defaulting Party has notified the defaulting Party in writing of such default. Each of the following events shall be deemed a default permitting termination for cause:

6.2.1. Failure by Company to pay any undisputed sum of money due by it to Boomi or a company affiliated with Boomi (including Dell Inc. or any direct or indirect subsidiary of Dell Inc.);

6.2.2. Company (i) becomes subject to the control of a trustee, receiver or similar authority; (ii) makes an assignment for the benefit of creditors; (iii) is unable to pay debts as they become due; or (iv) becomes subject to any bankruptcy or insolvency proceeding and such proceeding is not dismissed within sixty (60) days.

6.3. Termination for Convenience. Either party may terminate this SDK Agreement for convenience, in whole or in part, by giving the other Party at least thirty (30) days prior written notice of the termination date. Upon termination, Company must cease use of and promptly destroy or return to Boomi all materials and information received hereunder.

6.4. Survival of Sections. Section 2.2(1) (if not already delivered), Section 2.2(4), Section 3 (“Representations and Warranties; Disclaimer”), Section 4 (“Limitation of Liability”), Section 5 (“Indemnification”), and this Section 6.4 shall survive any termination or expiration of this SDK Agreement.

7. Notices.

All notices and other communications required or permitted to be given to a Party pursuant to this SDK Agreement shall be in writing and addressed to the legal department of the respective party. Except as may be expressly permitted herein, notices may be delivered personally, and sent via a nationally recognized courier or overnight delivery service. Any legal notice to Boomi must be sent simultaneously to Boomi Legal by email to boomilegal@dell.com and mailed by first class mail, postage prepaid. All notices, requests, demands or communications shall be deemed effective upon personal delivery or, if sent by mail, four (4) days following deposit in the mail in accordance with this paragraph, or if sent by email, the following business day. In each case, Boomi will be notified at 1400 Liberty Ridge Drive Chesterbrook, PA 19087; and notice to Boomi must be sent simultaneously by email to BoomiLegal@dell.com. Company will be notified at the address and/or email address on Company’s Master Service Agreement or Partner Agreement if Company has signed either with Boomi, or otherwise at any address or email for Company that is on file at Boomi. Each party may update their address upon providing formal notice of the same to the other, at the address stated above.

8. Assignment.

This SDK Agreement may not be assigned or otherwise transferred by Company without the prior written consent of Boomi, and any attempt to assign any rights, duties or obligations which arise under this SDK Agreement without such written consent shall be null and void. Boomi may assign this SDK Agreement to any person or entity that is acquiring all or substantially all of its assets or which is a successor by merger, consolidation, acquisition of stock or assets, or other business combination, or to an Affiliate of Boomi.

9. Governing Law/Jurisdiction.

The state of Delaware, United States of America, shall govern the interpretation and enforcement of this SDK Agreement and any dispute arising out of or related to this SDK Agreement, without giving effect to any conflict of laws principles that may cause the law of any other jurisdiction to apply. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Delaware and the United States District Court located in Delaware, and the appellate courts thereof. Each Party hereby waives any jurisdictional, venue, or inconvenient forum objections to such courts.

EXHIBIT A

Description of the Boomi SDK

1. The Boomi SDK is a toolkit that enables a Java developer to build a Boomi Connector. A Boomi Connector is a software component that connects an Application to the AtomSphere. Once connected, that Application can integrate with any of the hundreds of Applications Boomi supports. This is key to Boomi's unique "Connect once, integrate everywhere" approach to integration. The Boomi SDK is based on Java 1.6 or subsequent versions thereof and provides facilities for publishing (private or public) a Boomi Connector, updating a Boomi Connector and a test harness for initial and ongoing testing requirements. The entire experience is designed to be at least partially self-service, enabling the Boomi Connector developer to build, publish and manage their Boomi Connector on the Boomi AtomSphere, though Boomi will review and may approve or veto any proposed Solution prior to distribution or publication of any such Solution.

2. A Boomi Connector is a small Application module that wraps and "describes" an Application Programming Interface (API) so that it can be utilized without requiring programming skills. The Boomi Atom then invokes the Boomi Connector at runtime to interact with a particular Application, such as to add new data or read data from the Application. Once created, this Boomi Connector completely abstracts the technical details described above from the End User. The End User simply logs in to Boomi AtomSphere, specifies the Application they wish to connect and walks through a wizard that prompts them for information on how to connect to said Application, what exactly they want to integrate, etc.

EXHIBIT B

BOOMI
MARKS

BOOMI
BOOMI ATOMSPHERE
BOOMI ATOM
BOOMI MOLECULE
THE BOOMI 'b' LOGO
THE BOOMI 'ASTRONAUT' LOGO