



## DOCKER MASTER SUBSCRIPTION AND SERVICES AGREEMENT

Updated: April 2019

THIS DOCKER MASTER SUBSCRIPTION AND SERVICES AGREEMENT ("AGREEMENT") IS BETWEEN DOCKER, INC., WITH ITS PRINCIPAL PLACE OF BUSINESS LOCATED AT 144 TOWNSEND STREET, SAN FRANCISCO, CA 94107 ("DOCKER") AND THE INDIVIDUAL OR LEGAL ENTITY WHO HAS EXECUTED A STATEMENT OF WORK ("SOW") OR ORDER FORM (OR OTHER ORDERING OR PURCHASING DOCUMENT) REFERENCING THIS AGREEMENT OR IS USING THE APPLICABLE SOFTWARE OR SERVICES MADE AVAILABLE BY DOCKER ("CUSTOMER") AND GOVERNS ALL USE BY CUSTOMER OF THE DOCKER SOFTWARE OR SERVICES REFERENCED IN SUCH SOW OR ORDER FORM.

BY EXECUTING AN ORDER FORM OR SOW, CUSTOMER EXPRESSLY ACCEPTS AND AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE AN INDIVIDUAL AGREEING TO THE TERMS OF THIS AGREEMENT ON BEHALF OF AN ENTITY, SUCH AS YOUR EMPLOYER, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY AND "CUSTOMER" SHALL REFER HEREIN TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MUST NOT EXECUTE THE SOW OR ORDER FORM AND YOU MAY NOT USE THE LICENSED SOFTWARE OR THE SUBSCRIPTION SERVICES (EACH AS DEFINED BELOW).

**1. DEFINITIONS.** As used in this Agreement, the following capitalized terms shall have the meanings set forth in this Section 1. Certain other terms may be defined in the context of their use elsewhere in the Agreement.

**"Add-On Subscription Service"** shall have the meaning set forth in Section 3.1.2.

**"Affiliate"** means an entity that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this Agreement, "control" means ownership of at least fifty percent (50%) of the outstanding voting shares of the subject entity.

**"Confidential Information"** means any and all confidential or proprietary information or materials which have been or are hereafter disclosed or made available, directly or indirectly, by one party (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**) in connection with this Agreement, whether provided orally, in writing or by inspection of tangible objects, and in any form or media, including without limitation: (a) all trade secrets; (b) existing or contemplated products, services, designs, technology, processes, technical data, engineering techniques, methodologies and concepts and any related information; (c) information relating to business plans, sales or marketing methods and customer lists or requirements; (d) Customer-specific terms or pricing set forth in business proposals, this Agreement or any Order Form or SOW; and (e) where Docker is the Disclosing Party: (i) Docker's Pre-Existing Intellectual Property, including without limitation the Docker Platform; (ii) General Enhancements, (iii) Services Materials, (iv) Training Materials, (v) Documentation, and (vi) implementation architectures that encompass the Docker Platform and any of the foregoing items (i) – (vi) (**"Implementation Architectures"**).

**"Consulting Services"** means Docker consulting and/or professional services offerings as set forth in an applicable Order Form or SOW.

**“Deliverables”** means the items to be delivered by Docker to Customer in connection with any Order Form or SOW, but specifically excluding any Open Source Software or the Supported Software.

**“Docker Platform”** means any and all of Docker’s and its licensors’ current and future proprietary products and services (including, but not limited to, the Licensed Software), which may include identified versions of Open Source Software.

**“Documentation”** means any and all of the user manuals and guides, in any form of media, that explain or facilitate the use of the Professional Services, Deliverables, Subscription Services or Supported Software, including all updates thereto.

**“General Enhancements”** means any improvements, modifications, upgrades, updates, enhancements, or extensions to or derivative works of Docker Pre-existing Intellectual Property that have or could have general applicability to Docker customers, including, but not limited to, any modifications to, or derivative works of, the Docker Platform.

**“Instance”** means a single deployment of Licensed Software or Supported Software, as applicable.

**“Intellectual Property”** means any and all patents, inventions, copyrights, works of authorship, trademarks, trade secrets, know-how, designs, and all other intellectual property rights (whether registered or unregistered and including the right to register, renew or extend such foregoing intellectual property) that are, in each case, protected under the laws of any governmental authority having jurisdiction.

**“Key”** means the license key or similar control mechanism to help ensure compliance with the use and time limitations with respect to the Licensed Software.

**“Licensed Software”** means the Docker software identified on an Order Form and licensed to Customer pursuant to the terms of this Agreement (excluding any Open Source Software included therein).

**“Open Source Software”** means Docker or third-party software which is distributed or otherwise made available as “free software”, “open source software” or under a similar licensing or distribution model.

**“Order Form”** means an order document executed by the parties referencing this Agreement between Customer and Docker or between Customer and a Docker Authorized Business Partner.

**“Pre-Existing Intellectual Property”** means: (a) a party’s Intellectual Property in existence as of the Effective Date of this Agreement; and (b) Intellectual Property that a party creates or develops outside the scope of Professional Services provided by Docker to Customer under this Agreement and without the use of the other party’s Confidential Information, but specifically excluding any Open Source Software.

**“Professional Services”** means Consulting Services, Training Services and/or TAM Services as set forth in the applicable Order Form or SOW. For the sake of clarity, “Professional Services” does not include Subscription Services.

**“Services Materials”** means any and all of the following that are provided by Docker in connection with the Professional Services hereunder: (a) the processes, know-how, proprietary information and methodologies, document templates, and project tools including, but not limited to, best practice guides and reference architecture materials; and (b) utilities, connectors, scripts, tools, implementation code, and other software (and any updates thereto) that, in each case, are used by Docker to deliver the Professional Services to Customer, but specifically excluding any Open Source Software.

**“Software Subscription Service”** shall have the meaning set forth Section 3.1.1.

“**SOW**” means a statement of work executed by the parties that describes the Professional Services to be performed by Docker and Deliverables (if any) to be provided under this Agreement and the associated fees to be paid by Customer for the foregoing, all in substantially the form attached hereto as Exhibit A.

“**Subscription Fee**” means the fee for Subscription Services purchased by the Customer. With respect to the Software Subscription Service, the amount of the Subscription Fee is based on the number of Instances and the level (e.g., 24X7 or Defined Business Hours) of Software Subscription Service specified in the Order Form

“**Subscription Term**” means the applicable initial and/or renewal subscription term as set forth in the applicable Order Form.

“**Supported Software**” means the Docker or third-party software identified on the Order Form as software for which Docker or its authorized resellers agree to provide Subscription Services to Customer. For purposes of clarity, Supported Software includes Licensed Software and may include identified versions of Open Source Software with respect to which Docker agrees to provide updates, patches and hotfixes to the customer.

“**Subscription Services**” means the standard support and maintenance services and software updates provided by Docker for the Supported Software (“Software Subscription Service”), or any Add-On Subscription Service, each as set forth at: <https://www.docker.com/legal/subscription-services>.

“**Training Materials**” means any and all training courses, documentation, and other associated training materials, including any and all updates thereto provided by Docker hereunder.

“**Training Services**” means Docker’s training services offerings as set forth in an applicable Order Form or SOW.

“**Work Product Deliverables**” means all inventions, improvements, modifications, enhancements, derivatives, processes, methodologies, formulas, designs, drawings, data, information, and works of authorship in which any proprietary right exists or may be acquired or asserted, and which are developed, discovered, invented, authored, or first reduced to practice by Docker, alone or jointly with Customer, in the course of performing Professional Services under this Agreement; provided, however, that Work Product Deliverables shall not include: (a) Docker’s Pre-Existing Intellectual Property, including without limitation the Docker Platform, (b) General Enhancements, (c) Services Materials, (d) Training Materials, (e) Documentation, (f) Implementation Architectures, or (g) any Open Source Software.

## **2. SOFTWARE LICENSE**

- 2.1. Licensed Software. Subject to Customer's timely payment of the Subscription Fee and compliance with the terms and conditions of this Agreement, Docker hereby grants Customer a limited, non-exclusive, non-transferable, non-sub-licensable license during the applicable Subscription Term to install, copy and use the Licensed Software for Customer's internal business purposes, in connection with the deployment of no more than the number of Instances as are set forth in the Order Form.
- 2.2. License Keys. Customer shall not destroy, disable or circumvent, or attempt to destroy, disable or circumvent in any way the Key and/or the use and time limitations set by the Key or the Licensed Software. Customer acknowledges and agrees that any attempt to exceed the use of the Licensed Software beyond the limits configured into the Key will automatically and immediately terminate the licenses granted under this Agreement.

### 3. SUBSCRIPTION

- 3.1. Subscription Services. References to “Subscription Services” in this Agreement shall mean either of, or both of (as applicable) the subscription services defined below:
- 3.1.1. Software Subscription Service. Subject to Customer's timely payment of the applicable Subscription Fee and compliance with the terms and conditions of this Agreement, Docker shall provide to Customer the Software Subscription Service during the Subscription Term. Customer must purchase Software Subscription Service corresponding to the number of Instances specified in the Order Form. Customer may purchase different levels of Software Subscription Service with respect to each such Instance; provided, however, that Customer may not use the Software Subscription Service with a higher support level in connection with an Instance for which Customer had purchased the Software Subscription Service with a lower support level. In addition, the Customer may not use Instances of Open Source Software that has not been identified on an Order Form, on computers and or servers that are part of the environment in which Subscription Services are provided. Unless renewed, the Software Subscription Service will expire at the end of the applicable Subscription Term. This means that while the Customer is free to use the Open Source Software after the expiration of the applicable Subscription Term, Docker will not provide the Software Subscription Service after the end of the applicable Subscription Term.
- 3.1.2. Add-On Subscription Service – In addition to the Software Subscription Service set forth in Section 3.1.1, Customer may purchase the following additional subscription services: Docker Premium Support Subscriptions Service and/or Docker Enterprise Architect Subscription Service, set forth in the applicable Order Form or SOW and as further described at: <https://www.docker.com/legal/subscription-services> (each, an “Add-On Subscription Service”). An Add-On Subscription Service may not be purchased without first, or concurrently purchasing an underlying Software Subscription Service. For the avoidance doubt, purchase of the Software Subscription Service, in and of itself, does not entitle the Customer to any Add-On Subscription Service, and vice-versa.
- 3.2. Support from Docker's Business Partners. In some cases, Customers may also receive support services as part of the purchased Subscription Services, from a Docker authorized business partner (each, a “**Docker Authorized Business Partner**”). Notwithstanding anything to the contrary in Section 3.1, if Customer purchases support services from a Docker Authorized Business Partner, Docker shall have no obligation to provide any support services to the Customer and Customer should work with that Docker Authorized Business Partner to obtain all support services for the Supported Software.

### 4. PROFESSIONAL SERVICES; DELIVERABLES.

- 4.1. Professional Services. Subject to the terms and conditions of this Agreement, Docker will provide to Customer the Professional Services mutually agreed upon by the parties in applicable Order Forms and/or SOWs. Order Forms and SOWs shall be governed by this Agreement and are deemed incorporated herein by this reference. The Professional Services are for Customer’s internal, business use only. Customer may not use the Professional Services to supply any professional, consulting, training or support services to any third party. All Professional Services delivered under this Agreement are deemed accepted by Customer upon delivery.
- 4.2. Changes. Either party may elect to submit a change order request (a “**Change Request**”) to the other proposing changes to an Order Form or SOW. Change Requests shall be submitted in writing to the other party and shall contain a sufficient level of detail to permit the other party to properly evaluate the Change Request, including without limitation a clear description of how the

Change Request alters the scope of the Professional Services and what impact, if any, the Change Request will have on the fees payable under the affected Order Form or SOW. The party receiving the request shall promptly thereafter evaluate the ramifications of the Change Request to determine whether the Change Request is, in its reasonable judgment, technically and commercially feasible. Promptly after receipt of the Change Request, the receiving party shall respond to the requesting party in writing with either: (a) an acceptance of the Change Request; (b) a proposal of modifications to the Change Request; or (c) the reasons why such a Change Request cannot be accepted. In the event that the Change Request as evaluated and/or modified by the parties is acceptable to both parties, the parties shall amend the applicable Order Form or SOW in a change order in substantially the form attached hereto as Exhibit B (a "**Change Order**") signed by their respective authorized signatories, and the applicable Order Form or SOW, as amended by such Change Order, shall remain in effect. Neither party will be entitled to or obligated by a Change Request until it has been presented and approved by both parties. Work performed by either party to prepare, analyze or respond to a Change Request shall not be chargeable to the other party hereunder.

4.3. License. Subject to the terms and conditions herein, Docker grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license during the term of this Agreement to copy, perform, reproduce, distribute, display and use the Deliverables (including Documentation or Training Materials provided by Docker, if any) for internal business purposes only. Unless otherwise agreed upon in the applicable Order Form or SOW, the Training Materials provided hereunder may only be used by the specific individuals to whom the Training Services are provided and may not be copied electronically or otherwise (whether or not for archive purposes), modified, translated, re-distributed or disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way.

**5. OPEN SOURCE SOFTWARE.** If applicable, Open Source Software is distributed or made available under the terms of the open source license agreements referenced in the applicable distribution or the applicable help, notices, about or source files. Copyrights and other proprietary rights to the Open Source Software are held by the copyright holders identified in the applicable distribution or the applicable help, notices, about or source files.

**6. RESTRICTED ACTIVITIES.** Customer shall not, and shall not encourage any third party to: (a) modify, adapt, alter, translate, or create derivative works of the Deliverables or the Supported Software; (b) reverse-engineer, decompile, disassemble, or attempt to derive the source code, if any, for the Deliverables or the Supported Software, in whole or in part, except to the extent that such activities are permitted under applicable law; (c) distribute, license, sublicense, lease, rent, loan, or otherwise transfer the Deliverables or Supported to any third party; (d) remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of Docker or its suppliers contained on or within any copies of the Deliverables or the Supported Software; (e) use the Professional Services, Deliverables, Subscription Services or the Supported Software for the purpose of creating a product or service competitive with Docker's products and services; (f) use the Deliverables or the Supported Software with any unsupported software or hardware (as described in the applicable Documentation provided by Docker); (g) use the Deliverables or the Supported Software for any time-sharing, outsourcing, service bureau, hosting, application service provider or like purposes; (h) disclose the results of any benchmark tests on the Deliverables or the Supported Software without Docker's prior written consent; or (i) use the Deliverables or the Supported Software other than as described in the Documentation provided therewith, or for any unlawful purpose.

## 7. FEES; PAYMENT TERMS; AUDIT.

- 7.1. Fees and Expenses for Professional Services. In consideration for the Professional Services, Customer will pay Docker the fees set forth in the applicable Order Form and/or SOW. Customer will reimburse Docker for Docker's reasonable out-of-pocket travel, living, and other reimbursable expenses incurred by Docker in the provision of the Professional Services. Unless otherwise agreed upon by the parties in an applicable Order Form or SOW, at the end of each month during the term of this Agreement, Docker will invoice Customer for fees and expenses for the Professional Services accrued and owed by Customer. Customer will pay all invoices issued by Docker in full within thirty (30) days of the date of each invoice, without setoff, counterclaim, or deduction of any kind. All fees and expenses shall be paid in U.S. dollars. All invoiced amounts not paid by Customer when due will accrue interest at the rate of one percent (1%) per month or the maximum amount permitted by law, whichever is lower. Docker may, in its sole discretion and upon ten (10) days prior written notice to Customer, suspend the provision of Professional Services, as applicable, if any invoice is more than thirty (30) days past due. This right of suspension will not limit any other of Docker's rights or remedies related to Customer's failure to pay.
- 7.2. Subscription Fee Payment. Payment of the Subscription Fee shall be made by Customer as set forth in the applicable Order Form.
- 7.3. Taxes. All payments by Customer to Docker hereunder shall be made free and clear of and without reduction for all applicable sales or use, goods and services, value added, consumption or other similar fees, duties or taxes imposed by any government, and Customer agrees to pay for any and all federal, state, or local sales, use, excise, privilege, or other taxes, duties or assessments, however designated or levied, relating to this Agreement (other than taxes on the net income of Docker). If Customer is required to pay any withholding tax, charge, or levy from any payments due to Docker hereunder, Customer agrees to gross up payments actually made to Docker such that Docker receives sums due hereunder in full and free of any deduction for any such withholding tax, charge, or levy. Customer shall provide Docker with official receipts issued by the appropriate governmental agency or such other evidence as is reasonably requested by Docker to establish that such taxes have been paid. Where applicable law requires Customer to self-assess or reverse-charge any taxes, Customer shall be responsible for complying with such law. In such a case, Customer undertakes to provide Docker with Customer's valid VAT registration number that is relevant to the software and services provided under the terms of this Agreement. The amounts of any taxes required to be paid by Docker will be added to Docker's invoice, and Customer shall promptly remit such amounts to Docker, as the collection agent, upon invoice.
- 7.4. Audits. Customer shall establish and maintain complete and accurate records related to the location, access and use of the Licensed Software by Customer, its employees or its agents, and any such other information as reasonably necessary for Docker to verify compliance with the terms of this Agreement. Such records shall be kept for at least 3 years following the end of the quarter to which they pertain. Upon prior notice, Docker or its representative may inspect such records to confirm Customer's compliance with the terms of this Agreement. Prompt adjustments shall be made by Customer as directed by Docker to compensate for any errors or breach discovered by such audit, such as underpayment of the Subscription Fee, with the applicable late payment interest. Additionally, if Customer has underpaid Docker or its authorized reseller by more than 5% of the total amount owed hereunder, the cost of the audit shall be borne by Customer.

## 8. PROPRIETARY RIGHTS.

- 8.1. Customer Retained Property. As between the parties, Customer owns and retains all worldwide right, title, and interest in and to all of Customer's Pre-existing Intellectual Property and Customer's Confidential Information (together, the "**Customer Retained Property**") and all Intellectual Property therein and related thereto. Except as expressly set forth herein, nothing in this Agreement conveys any right, title, or interest in or to the Customer Retained Property to Docker or any other third party.
- 8.2. Docker Retained Property. As between the parties, Docker (and its licensors and suppliers) owns and retains all worldwide right, title and interest in and to all: (a) Docker's Pre-Existing Intellectual Property (including without limitation the Docker Platform); (b) General Enhancements; (c) Services Materials; (d) Training Materials; (e) Documentation; (f) any and all Deliverables (excluding Work Product Deliverables, if any); and (g) Implementation Architectures, including any and all Intellectual Property therein and related thereto (collectively, the "**Docker Retained Property**"). Except as expressly set forth herein, nothing in this Agreement conveys any right, title, or interest in or to the Docker Retained Property to Customer or any other third party. All the copies of the Licensed Software provided or made available hereunder are licensed, not sold.
- 8.3. Work Product Deliverables. The parties shall indicate in each applicable Order Form and/or SOW the certain Deliverables that Customer shall retain ownership of by labelling such Deliverables as "**Work Product Deliverables**." Docker hereby assigns to Customer all worldwide right, title, and interest in and to any and all Work Product Deliverables, including all Intellectual Property therein and thereto, that Docker has or may hereafter acquire.
- 8.4. Feedback. Customer may provide Docker with bug reports, comments, suggestions, enhancement requests, recommendations, or other feedback related to the Subscription Services, the Professional Services or the Licensed Software, including, without limitation, about how to improve the Licensed Software (collectively, "**Feedback**"). By submitting any Feedback, Customer hereby assigns to Docker all right, title, and interest in and to any Feedback, including all Intellectual Property rights therein or relating thereto.
- 8.5. Residual Rights. The parties acknowledge and agree that Docker is in the business of providing training, consulting, professional, and support services to third parties that are or may be substantially similar to the Professional Services being provided to Customer. Customer agrees that Docker, its employees, and agents will be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any Professional Services performed under this Agreement and retained in the unaided memory of Docker's employees or agents, subject to its obligations with respect to Customer's Confidential Information pursuant to Section 9.

## 9. CONFIDENTIALITY.

- 9.1. Obligations. For a period of three (3) years from the date of disclosure of the applicable Confidential Information, the Receiving Party will: (a) hold the Confidential Information of the Disclosing Party in trust and confidence and avoid the unauthorized disclosure or release thereof to any other person or entity by using the same degree of care as the Receiving Party uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but, in no event, less than a reasonable degree of care, and (b) not use Confidential Information for any purpose except as expressly contemplated under this Agreement or any Order Form or SOW; provided that, to the extent Confidential Information constitutes a trade secret under applicable law, the Receiving Party agrees to protect such information for so

long as it qualifies as a trade secret. Notwithstanding any other provision of this Agreement, the Receiving Party may disclose Confidential Information to those of the Receiving Party's employees and contractors having a need to know such Confidential Information, provided that the Receiving Party takes reasonable measures to ensure that such employees and contractors comply with the provisions of this Section 9. Each party shall be liable for all violations of this Section 9 by its employees and contractors.

- 9.2. Exclusions. The obligations of the Receiving Party under this Section 9 will not apply to information (a) which is disclosed with the prior written consent of the Disclosing Party or (b) of the Disclosing Party that the Receiving Party can demonstrate: (i) was in the possession of the Receiving Party at the time of disclosure without any restrictions as to confidentiality of such information, as evidenced by the files of the Receiving Party in existence at the time of disclosure, (ii) was generally available to the public at the time of disclosure or became generally available to the public after disclosure through no breach of this Agreement or other wrongful act by the Receiving Party, (iii) was rightfully received by the Receiving Party from a third party without restriction on disclosure, or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information. The Receiving Party may disclose Confidential Information to the extent required to comply with binding orders of governmental entities that have jurisdiction over it; provided that, to the extent legally permitted, the Receiving Party gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, discloses only such Confidential Information as is required by the governmental entity, and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information disclosed.
- 9.3. Return and Destruction. At any time, upon the Disclosing Party's reasonable request, the Receiving Party shall promptly (and in any event within 30 days) return to the Disclosing Party or destroy, at the election of the Disclosing Party, any Confidential Information of the Disclosing Party. In addition, within 30 days after termination of this Agreement, the Receiving Party shall (a) promptly return all tangible materials containing such Confidential Information to the Disclosing Party, (b) remove all Confidential Information (and any copies thereof) from any computer systems of the Receiving Party, its contractors and its distributors, and (c) confirm in writing that all materials containing Confidential Information have been destroyed or returned to the Disclosing Party, as applicable, by the Receiving Party. Notwithstanding the foregoing, the Receiving Party (i) may retain an archival copy of the Confidential Information and (ii) is not required to destroy or alter computer-based back-up files generated in the normal course of its business. Any Confidential Information contained in such archival copies or back-up files shall, however, remain subject to the confidentiality obligations of this Section 9.
- 9.4. Equitable Relief. The parties acknowledge and agree that any breach of the obligations of this Section 9 may cause the non-breaching party irreparable harm for which an adequate remedy at law may not be available and that, therefore, the non-breaching party shall be entitled to seek injunctive relief, in addition to all other remedies available at law.

## **10. TERM AND TERMINATION.**

- 10.1. Term. The term of this Agreement will commence on the Effective Date and will continue until terminated as set forth herein. The term for the provision of Professional Services provided under individual Order Forms or SOWs will be as set forth in the applicable Order Form or SOW.
- 10.2. Termination After End of Subscription Term. If the Subscription Term has ended and there are no active Order Forms or SOWs in place, either party may terminate this Agreement for convenience by providing 60 days' written notice to the other party.



- 10.3. Termination for Cause. Each party will have the right to terminate this Agreement, or any individual Order Form or SOW upon written notice to the other party: (a) if the other party breaches any material term of this Agreement or the applicable Order Form or SOW, and, if such breach is capable of cure, the breaching party fails to cure such breach within thirty (30) days of its receipt of notice of the breach from the non-breaching party; or (b) if (i) the other party becomes insolvent or makes an assignment for the benefit of creditors; (ii) a trustee or receiver is appointed for such other party or for a substantial portion of its assets; or (iii) bankruptcy, reorganization or insolvency proceedings are instituted by or against such other party. Termination of a specific Order Form or SOW will not result in the termination of any other Order Forms or SOWs. Termination of this Agreement for cause will result in the immediate termination of all active Order Forms and SOWs.
- 10.4. Termination of Subscription Services. Unless otherwise agreed by the parties, upon the expiration or termination of this Agreement or any Order Form, all Subscription Services granted herein or therein will automatically terminate and Customer will discontinue all use of the applicable Licensed Software and will return to Docker any materials (including any copies of Licensed Software) provided by Docker to Customer, other than Work Product Deliverables.
- 10.5. Effects of Termination. Upon any termination, Docker will be entitled to payment for all Professional Services rendered, and expenses incurred, through the effective date of termination, including for work in progress. Sections 1, 5, 7, 8, 9, 10.4, 10.5, 11, 12, 13 and 14 shall survive any termination or expiration of this Agreement or any Order Form.

## **11. WARRANTY.**

- 11.1. Mutual Warranties. Each party represents and warrants that it has the full right, power, and authority to enter into, and perform its obligations under, this Agreement and each Order Form and SOW.
- 11.2. Docker Warranties. Docker warrants that the Professional Services will be performed by qualified personnel in a professional and workmanlike manner consistent with applicable industry standards. Customer must notify Docker in writing of any alleged failure by Docker to perform Professional Services in accordance with the foregoing warranty within thirty (30) days of the delivery of the affected Professional Services. Docker's entire liability and Customer's sole remedy for Docker's failure to perform in accordance with the above warranty shall be for Docker to: (a) use commercially reasonable efforts to cure or correct such failure; or (b) if Docker is unable to cure or correct such failure, terminate the affected Professional Services and refund that portion of fees paid by Customer to Docker that corresponds to such failure to perform.
- 11.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 11.1 AND 11.2, THE PROFESSIONAL SERVICES, THE DELIVERABLES, THE SUBSCRIPTION SERVICES AND THE SUPPORTED SOFTWARE ARE PROVIDED TO CUSTOMER "AS-IS" AND "AS AVAILABLE" AND CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT ALL USE OF THE DELIVERABLES AND THE SUPPORTED SOFTWARE IS AT CUSTOMERS SOLE RISK. DOCKER, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS DO NOT MAKE OR GIVE ANY REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN CONNECTION WITH THE PROFESSIONAL SERVICES, DELIVERABLES, SUBSCRIPTION SERVICES OR SUPPORTED SOFTWARE PROVIDED HEREUNDER. WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOCKER EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A

PARTICULAR PURPOSE AND ANY REPRESENTATION, WARRANTY, OR COVENANT BASED ON COURSE OF DEALING OR USAGE IN TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DOCKER OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DOCKER, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SUPPORTED SOFTWARE OR THE SUBSCRIPTION SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR (B) CUSTOMER'S USE OF THE SUPPORTED SOFTWARE OR SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL EXCLUDE OR LIMIT DOCKER'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SUPPORTED SOFTWARE IS NOT DESIGNED, INTENDED OR WARRANTED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS.

## 12. INDEMNIFICATION.

- 12.1. General. Each party (the "**Indemnitor**") agrees, at its own expense, to: (a) defend the other party, its Affiliates, and their respective directors, officers, employees, licensors, advertisers, suppliers, partners and agents (the "**Indemnitees**") from and against any third-party claim, suit, or action brought against any of the Indemnitees for death, bodily injury, or damage to or loss of any real or tangible personal property to the extent arising out of the Indemnitor's (including its employees and agents) gross negligence or willful misconduct in the performance of this Agreement (each a "**General Claim**"); and (b) indemnify the Indemnitees against any and all damages, costs, and expenses finally awarded by a court of competent jurisdiction or agreed by the Indemnitor in settlement with regard to any such General Claim.
- 12.2. By Customer. Customer agrees to hold harmless and indemnify Docker and its Affiliates, and their respective directors, officers, employees, licensors, advertisers, suppliers, partners and agents from and against any third-party claim arising from or in any way related to Customer's breach of this Agreement, use of the Supported Software, or violation of applicable laws, rules or regulations in connection with the Supported Software, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.
- 12.3. Intellectual Property Infringement. Subject to the remainder of this Section 12, Docker shall, at its own expense: (a) defend Customer, its Affiliates, and its respective directors, officers, employees, and agents ("**Customer Indemnitees**") against any third-party claim, suit, or action brought against any of the Customer Indemnitees alleging that any (i) Deliverables delivered to Customer in connection with Professional Services provided under this Agreement, or any part thereof, or (ii) the Licensed Software infringes such third party's United States patent or copyright, or misappropriates such third party's trade secrets (each an "**Infringement Claim**"), and (b) indemnify each of the Customer Indemnitees from the resulting damages, costs and expenses finally awarded against such Customer Indemnitees to the third party making such claim by a court of competent jurisdiction or agreed to in settlement with regard to any such Infringement Claim.
- 12.4. Exclusions. Notwithstanding any other terms or conditions of this Agreement, Docker shall have no liability or obligations under Section 12.3 if the Infringement Claim is based on: (a) combination

of the Deliverables or Licensed Software, as applicable, with third-party software, equipment or products (including, without limitation, Open Source Software), (b) use of the Deliverables or Licensed Software, as applicable, for a purpose or in a manner for which it was not designed or beyond its reasonably intended use set forth in the applicable Documentation, (c) use of any older version of the Deliverables or Licensed Software, as applicable, when use of a newer version provided by Docker would have avoided the infringement, (d) any modification or alteration of the Deliverables or Licensed Software, as applicable, by a party other than Docker or without Docker's written and express direction, (e) Docker's compliance with any materials, designs, specifications or instructions provided to Docker by Customer, (f) Customer's use of the Deliverables or Licensed Software, as applicable, after Docker notifies Customer to discontinue use due to any infringement claim, (g) use of the Licensed Software or Deliverables by Customer after the applicable license has terminated or (g) Open Source Software incorporated into or provided with the Deliverables.

- 12.5. Limited Remedies. If it is adjudicatively determined, or if Docker believes, in its sole discretion, that the Deliverables (or a portion thereof) or the Licensed Software infringe any Intellectual Property of a third party, then Docker may, subject to Customer's right to terminate under Section 10: (a) procure for Customer the rights under such third-party Intellectual Property needed for Customer to exercise all of its rights under this Agreement with respect to the Deliverables or the Licensed Software, as applicable, or (b) replace the Deliverables (or such portion thereof) or the Licensed Software, as applicable, with non-infringing suitable software with the same functionality (or better) as the infringing Deliverables or Licensed Software, as applicable, or (c) suitably modify the Deliverables or the Licensed Software, as applicable, to become non-infringing and have the same functionality or better, or (d) (i) in the case of the Licensed Software, if none of the foregoing is feasible, terminate the license granted hereunder for such Licensed Software and (ii) in the case of Deliverables, if none of the foregoing is feasible, terminate the applicable SOW and give Customer a refund or credit for the fees pre-paid by Customer for future use for the infringing Deliverables, less a reasonable allowance for the period of time Customer has used the infringing Deliverables.
- 12.6. Conditions to Indemnification. As conditions to indemnification under this Section 12, the indemnified party must (a) notify the indemnifying party promptly in writing of the claim for which the indemnified party is seeking indemnification, (ii) grant the indemnifying party sole control over the defense and settlement of each such claim, and (iii) provide the indemnifying party with reasonable cooperation in response to such party's requests for assistance. The indemnifying party may not settle or compromise a claim without the prior written consent of indemnified party if such settlement includes an admission of liability on the part of the indemnified party.
- 12.7. Sole and Exclusive Remedy. THIS SECTION 12 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DOCKER'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

**13. LIMITATION OF LIABILITY.** EXCEPT: (A) WITH REGARD TO EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9 ("CONFIDENTIALITY"), OR (B) WITH REGARD TO CUSTOMER'S INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF DOCKER'S INTELLECTUAL PROPERTY, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF INCOME, OR LOSS OF BUSINESS ADVANTAGE), WHETHER OR NOT FORESEEABLE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) EITHER PARTY'S CUMULATIVE AND AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CUSTOMER TO DOCKER UNDER THIS AGREEMENT DURING THE

TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST DATE ON WHICH LIABILITY AROSE. THESE LIMITATIONS OF LIABILITY WILL REMAIN IN FULL FORCE AND EFFECT, REGARDLESS OF WHETHER EITHER PARTY'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE ABOVE LIMITATIONS WILL NOT, HOWEVER, LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

#### **14. GENERAL.**

- 14.1. Subcontractors. Docker may engage third parties to furnish services in connection with Professional Services, provided that such third parties have executed appropriate confidentiality agreements with Docker. In addition, Professional Services may be performed by Affiliates of Docker. No engagement by Docker of a subcontractor or an Affiliate will relieve Docker of any of its obligations under this Agreement.
- 14.2. Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, except that: (a) either party may assign this Agreement or rights granted hereunder to an Affiliate without the consent of the other party, and (b) Docker may transfer this Agreement or the rights granted hereunder to a successor entity in the event of a merger, corporate reorganization, or acquisition of all or substantially all the assets of a party without requiring the prior written consent of the Customer; provided that, in both cases (a) and (b), the entity to which the Agreement is being assigned or transferred: (i) is not a direct competitor of the other party, and (ii) agrees in writing to be bound by the terms and conditions of this Agreement. Any attempted assignment or transfer in violation of this Section 14.2 shall be null and void.
- 14.3. Governing Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of California, without regard to conflict of law principles. The parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code. In addition, the provisions of the Uniform Computerized Information Transaction Act and United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All Professional Services and Subscription Services provided hereunder are "commercial items" as that term is defined in the Federal Acquisition Regulation (FAR) at 48 C.F.R. 2.101. In addition, the Supported Software and any other software covered under this Agreement are also "commercial items" as that term is defined at 48 C.F.R. 2.101; consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Supported Software and any other software and documentation covered under this Agreement with only those rights set forth herein. Any legal action or proceeding arising under this Agreement will be brought exclusively in the state or federal courts located in San Francisco County, California, and the parties expressly consent to personal jurisdiction and venue therein.
- 14.4. Independent Contractors. The relationship between the parties established under this Agreement is that of independent contractors, and nothing in this Agreement, SOWs or Order Forms shall be construed to create an employment, partnership, joint venture, or agency relationship between the parties.
- 14.5. Notices. All notices required or permitted under this Agreement must be in writing. Notices will be effective: (a) upon delivery, if delivered in person or through use of a reputable courier or overnight delivery service, or (b) two (2) days after mailing, if sent by a form of certified mail.

Notices must be sent to the addresses set forth in applicable Order Forms or SOWs. Notices to Docker must additionally be sent to the attention of Docker Inc., 144 Townsend St., San Francisco, CA 94107.

- 14.6. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, neither party may directly or indirectly solicit, any employee or contractor of the other party; provided, however, that nothing herein will prevent a party from hiring any such employee who responds to a general hiring program conducted in the ordinary course of business or who approaches the other party on a wholly unsolicited basis.
- 14.7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to achieve the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable.
- 14.8. No Waiver. The failure of a party to enforce any provision or exercise any right under this Agreement shall not constitute a waiver of such provision or right and shall not preclude such party from enforcing such provision or exercising such right at any later time.
- 14.9. Force Majeure. Except for the obligation to pay sums due hereunder, neither party will be liable to the other for any delay or failure to perform due to causes beyond its reasonable control.
- 14.10. No Third-Party Beneficiaries. The terms of this Agreement are intended to be, and are solely for the benefit of, Docker and Customer and do not create any right in favor of any third party.
- 14.11. Compliance with Export and Other Laws. Customer understands that the Supported Software is, and certain of the Deliverables may be, subject to United States export controls administered by the U.S. Department of Commerce and the United States Department of Treasury Office of Foreign Assets Control. Customer acknowledges and agrees that the Supported Software and the Deliverables shall not be used, transferred or otherwise exported or re-exported to countries as to which the United States, maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Entity List, Denied Persons List, or Unverified List, or the U.S. Department of State's Nonproliferation Sanctions list (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Supported Software or the Deliverables, Customer represents and warrants that Customer is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining United States government export licenses to export or re-export as may be required. Customer will defend, indemnify, and hold harmless Docker and its suppliers and licensors from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors or employees. Additionally, each of the parties agrees that it will not engage in any illegal, unfair, deceptive, or unethical business practices whatsoever, including, but not limited to, any act that would constitute a violation of the U.S. Foreign Corrupt Practices Act.
- 14.12. Counterparts and Signatures. This Agreement, Order Forms and SOWs may be executed in multiple original, electronic or facsimile counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Facsimile and electronic copies of signatures shall have the same effect as originals. If a party elects to sign Order Forms or SOWs electronically, it expressly acknowledges and agrees that such electronic signature is the legal equivalent of, and has the same force and effect as, a manual signature.

- 14.13. Entire Agreement. This Agreement, together with any Order Forms or SOWs, constitutes the entire agreement between the parties concerning the subject matter hereof. Any additional or conflicting terms contained in purchase orders issued by Customer with respect to the subject matter hereof are hereby expressly rejected and shall have no force or effect on the terms of this Agreement or any Order Form or SOW. This Agreement supersedes all prior or contemporaneous discussions, proposals, and agreements between the parties, whether written or oral, relating to the subject matter hereof. No amendment, modification, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.
- 14.14. Precedence. In the event of a conflict between the terms of any Order Form or SOW with the terms of this Agreement, the terms of the Order Form or SOW shall control but (a) only with respect to the specific Professional Services purchased under such Order Form or SOW, and (b) only if the Order Form or SOW specifically references the conflicting provision(s) of this Agreement with the intention to supersede such provision(s).

**EXHIBIT A**

**Statement of Work**

**Time and Materials**

This Statement of Work (this “**SOW**”) is dated as of \_\_\_\_\_ and is made pursuant to that certain Master Subscription and Services Agreement dated as of \_\_\_\_\_ (the “**Agreement**”) by and between Docker, Inc., a Delaware corporation (“**Docker**”), and \_\_\_\_\_, a \_\_\_\_\_ (“**Customer**”). Each capitalized term used but not defined in this SOW shall have the meaning given such term in the Agreement. All provisions of the Agreement shall apply to this SOW except as excluded or modified herein. Docker agrees to complete the following Professional Services for Customer in accordance with the Agreement and this SOW:

**1. Overview (description of Professional Services).**

The purpose of this SOW is to document the services to be provided during this engagement.

**2. Scope.**

A Docker Solution Architect will perform the following activities:

**3. Fees.**

Purchase Summary			
Professional Services Purchased	Cost/hour	Quantity	Total
Role			
Travel Expense	Actuals will be invoiced		
	Total for hours		

This SOW will be delivered on a time and material bases. The number of hours listed in the purchase summary are estimates based on the scope of work defined herein actual hours will be billed, hours in excess of 10% of the hours listed in the purchase summary will not require a change order.

**4. Change Management.**

Modifications to the Professional Services by either party shall be governed by the procedures set forth in Section 4.2 of the Agreement, including the form of Change Order attached thereto as Exhibit B.

**5. Location.**

Docker shall perform the Professional Services primarily at the following Customer location: \_\_\_\_\_. Certain of the Professional Services, including development and preparation of Documentation, may be performed at a Docker location.

**6. Assumptions.**

- Delivery of Professional Services will be scheduled upon execution of this SOW.
- This SOW for professional services does not apply to any Professional Services provided by Docker under the Agreement.
- Any provided travel policies, working times, dress codes, and all other subsequent policies provided by Customer to Docker will be adhered to by the Docker employees delivering the Professional Services service and may be revised only by mutual agreement of Docker and Customer.
- [add project specific assumptions here]

**7. Project Representatives.**

Docker/Customer	Representative	Role	Contact Information

**8. Customer Responsibilities.**

Customer will ensure that the necessary subject matter experts are available when Docker comes on-site to perform the Docker Custom Workshop. Customer is responsible to provide and configure all hardware and software required for performance of the Professional Services and said hardware and software will be available on a timely basis for use by Docker in performance of the Professional Services.

**9. Travel:**

The parties acknowledge that the execution of this SOW shall be deemed pre-approval for the travel expenses incurred by Docker in performance of the Professional Services described in this SOW.

**10. Payment Terms.**

Docker shall invoice Customer upon completion of the Professional Services described in this SOW. Customer shall pay invoices from Docker in accordance with the payment terms in the Agreement, unless otherwise stated in the applicable purchase order.

**11. Purchase Orders.**

Please check the appropriate box below:

[ ] Customer's internal systems require a purchase order to be raised in order to facilitate payment. A Purchase Order will be submitted with this SOW.



[ ] Customer's internal systems **do not** require a purchase order to be raised in order to facilitate payment. If this option is chosen,

Customer must provide the following billing contact information:

- Contact name: \_\_\_\_\_
- Company: \_\_\_\_\_
- Address: \_\_\_\_\_
- Email: \_\_\_\_\_
- Telephone: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their authorized representatives as of the date first written above.

**[CUSTOMER]**

**DOCKER, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

**Statement of Work**

**Fixed Fee**

This Statement of Work (this "**SOW**") is dated as of \_\_\_\_\_ and is made pursuant to that certain Master Subscription and Services Agreement dated as of \_\_\_\_\_ (the "**Agreement**") by and between Docker, Inc., a Delaware corporation ("**Docker**"), and \_\_\_\_\_, a \_\_\_\_\_ ("**Customer**"). Each capitalized term used but not defined in this SOW shall have the meaning given such term in the Agreement. All provisions of the Agreement shall apply to this SOW except as excluded or modified herein. Docker agrees to complete the following Professional Services for, and provide the following Deliverables to, Customer in accordance with the Agreement and this SOW:

**1. Overview (Description of Professional Services).**

**2. Scope.**

[The following Deliverables shall be "**Work Product Deliverables**" as defined in the Agreement:

**3. Fixed Fee Professional Services.**

The parties agree that the Professional Services will be rendered on a fixed-fee basis, and Customer will pay in accordance with the following schedule:

Item	Description	Fee
Total Cost of Professional Services		

**4. Change Management.**

Modifications to the Professional Services by either party shall be governed by the procedures set forth in Section 4.2 of the Agreement, including the form of Change Order attached thereto as Exhibit B.

**5. Location.**

Docker shall perform the Professional Services primarily at the following Customer location: \_\_\_\_\_. Certain of the Professional Services, including development and preparation of Deliverables, may be performed at a Docker location.

**6. Assumptions.**

- Delivery of Professional Services will be scheduled upon execution of this SOW.
- This SOW for professional services does not apply to any Professional Services provided by Docker under the Agreement.

- Any provided travel policies, working times, dress codes, and all other subsequent policies provided by Customer to Docker will be adhered to by the Docker employees delivering the Professional Services service and may be revised only by mutual agreement of Docker and Customer.
- [add project specific assumptions here]

**7. Project Representatives.**

Docker/Customer	Representative	Role	Contact Information

**8. Customer Responsibilities.**

Customer will ensure that the necessary subject matter experts are available when Docker comes on-site to perform the Docker Custom Workshop. Customer is responsible to provide and configure all hardware and software required for performance of the Professional Services and said hardware and software will be available on a timely basis for use by Docker in performance of the Professional Services.

**9. Travel:**

The parties acknowledge that the execution of this SOW shall be deemed pre-approval for the travel expenses incurred by Docker in performance of the Professional Services described in this SOW.

**10. Payment Terms.**

Docker shall invoice Customer upon completion of the Professional Services described in this SOW. Customer shall pay invoices from Docker in accordance with the payment terms in the Agreement, unless otherwise stated in the applicable purchase order.

**11. Purchase Orders.**

Please check the appropriate box below:

[ ] Customer's internal systems require a purchase order to be raised in order to facilitate payment. A Purchase Order will be submitted with this SOW.

[ ] Customer's internal systems **do not** require a purchase order to be raised in order to facilitate payment. If this option is chosen,

Customer must provide the following billing contact information:

- Contact name: \_\_\_\_\_
- Company: \_\_\_\_\_

- Address: \_\_\_\_\_
- Email: \_\_\_\_\_
- Telephone: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their authorized representatives as of the date first written above.

**[CUSTOMER]**

**DOCKER, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT B**

**Form of Change Order**

Customer Information	
Customer Name: Customer Contact Name: Telephone # Email:	Docker Sales Representative: Name: Telephone: Email:
Billing Address	Docker Mailing address; 144 Townsend Street San Francisco, CA 94107
Delivery Location	Change Order #
	Change Order Effective Date
	Change Order Expiration Date

Change Order Form: Customer and Docker are parties to the Master Subscription and Services Agreement dated \_\_\_\_\_ (the "**Agreement**"), and such parties hereby modify or amend the [Order Form]/[Statement of Work] thereunder dated \_\_\_\_\_, as described herein.

Each capitalized term used but not defined herein shall have the meaning given such term in the Agreement, including the applicable Order Form or Statement of Work. Except as specifically amended or waived below, the [Order Form]/[Statement of Work] shall remain in full force and effect and is hereby ratified and confirmed.

Project Change Tasks
Amend the task list as detailed in the SOW dated XX-XX-XX • [detail task here]

Purchase Summary					
Term	Professional Services Purchased	Quantity	Unit	Per Unit Cost	Total Fee

Each party has executed this Change Order by its duly authorized representative. The effective date is the later of the dates on which this Change Order is signed.

**[CUSTOMER]**

**DOCKER, INC.**

Signature

Signature

Title

Title

Date

Date