

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Subscription and Services Agreement (“Agreement”) by and between Lightbend, Inc. (“Lightbend”) with its principal place of business at 580 California Street, #1231, San Francisco, CA 94104 and the customer using the Software (“Customer”) is effective as of the date this Agreement is accepted by Customer (“Effective Date”).

1 License or Access Grant. Rights for use of the Software are only provided under this Agreement to Subscription Customers as part of a Subscription.

1.1 Usage Grants.

1.1.1 Subscription License Grant. Subject to the terms and conditions of this Agreement, during the time Subscription Customer has purchased an On- Premises Subscription, as detailed in an applicable Order Form, Lightbend grants to Subscription Customer a limited, non-exclusive, non-transferable license to install and use the Software solely in connection with Subscription Customer's business operations.

1.1.2 Subscription Access Grant. Subject to the terms and conditions of this Agreement, during the time Subscription Customer has purchased a Hosted Subscription, as detailed in an applicable Order Form, Lightbend grants to Subscription Customer a limited, non-exclusive, non-transferable right to access and use the Software hosted by Lightbend in a Software as a Service model for Customer's internal business operations.

1.2 Termination or Expiration of Subscription. Upon termination or expiration of the Subscription or this Agreement, Subscription Customer's license or right to access and use the Software granted under this Agreement shall terminate.

1.3 License Restrictions. Unless otherwise provided in an applicable Order Form, Customer shall not itself, or through any parent, subsidiary, Affiliate, agent or other third party:

1.3.1 sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part, any Software or the Documentation to a third party; or

1.3.2 decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Software, in whole or in part, nor shall Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Software or encourage others to do so, except to the limited extent, if any, that applicable law permits such acts notwithstanding any contractual prohibitions, provided, however, before Customer exercises any rights that Customer believes to be entitled to based on mandatory law, Customer shall provide Lightbend with thirty (30) days prior written notice and provide all reasonably requested information to allow Lightbend to assess Customer's claim and, at Lightbend's sole discretion, to provide alternatives that reduce any adverse impact on Lightbend's Intellectual Property or other rights; or

1.3.3 allow access or permit use of the Software by any users other than: (a) Customer's employees or authorized third-party contractors who are providing services to Customer and agree in writing to abide by the terms of this Agreement for On-Premises Subscriptions only, provided further that Customer shall be liable for any failure by such employees and third-party contractors to comply with the terms of this Agreement and no usage restrictions shall be exceeded; or (b) End Users for Hosted Subscriptions only; provided that Customer shall ensure that it and its End Users comply with the Terms of Service which is incorporated herein by reference; or

1.3.4 with respect to On-Premises Subscriptions only, create, develop, license, install, use, or deploy any third party software or services to circumvent or provide access, permissions or rights which violate the license keys embedded within the Software; or

1.3.5 modify or create derivative works based upon the Software or Documentation; or

1.3.6 disclose the results of any benchmark test of the Software to any third party without Lightbend's prior written approval; or

1.3.7 change any proprietary rights notices which appear in the Software or Documentation; or

1.3.8 use the Software as part of a software as a service where Customer receives payment for such software as a service or in any other resale capacity other than with respect to the use of Customer products; provided that such Customer products may in no event provide a service competitive to the product and service offerings of Lightbend.

1.4 Copies. Subscription Customers with an On-Premises Subscription only may make up to two copies of the Software for backup and/or archival purposes.

1.5 Open Source Software. The Software, Deliverables, the Lightbend Retained Property and Upgrades may include individual open source software components, each of which has its own copyright and its own applicable license conditions. These open source software components are licensed under the terms of the applicable open source license conditions and/or copyright notices that can be found in the licenses file, the Documentation or other materials accompanying the Software, Deliverables, Lightbend Retained Property and Upgrades.

2 Support Services. Lightbend shall provide Support Services for the Software as described at <https://www.lightbend.com/legal/support>. Support Services are provided to Subscription Customer or Support Customer solely for its internal use and such Customer may not use the Software or Support Services to provide websites for third parties.

3 Professional Services. Subject to the terms of this Agreement, Lightbend shall provide Customer with the consulting services ("Consulting Services") and training services ("Training Services") (collectively, "Professional Services") as provided on the applicable Order Form. Professional Services are only for Customer's internal use and Customer may not use the Professional Services to supply any consulting services or training services to any third party. Professional Services must be used within one (1) year of purchase.

4 Fees and Payment. Customer agrees to pay Lightbend the fees ("Fees") as stated on the applicable Order Form as well as all travel and living and other reasonable expenses incurred in the provision of the Services. In addition, Customer shall pay all sales, use, value added, withholding, excise taxes and other tax, duty, custom and similar fees levied upon the delivery or use of the Subscriptions and Services described in this Agreement. Fees shall be invoiced in full upon the effective date of the applicable Order Form. Unless otherwise provided on the applicable Order Form, all invoices shall be paid in US dollars and are due upon receipt and shall be paid within thirty (30) days. Payments are non-refundable and shall be made without right of set-off or chargeback. If Customer does not pay the invoices when due, Lightbend may charge interest at one percent (1%) per month on the unpaid balance. If Customer fails to pay Fees in accordance with this Section, Lightbend may suspend fulfilling its obligations under this Agreement until such payment is received by Lightbend. If any applicable law requires Customer to withhold amounts from any payments to Lightbend under this Agreement, (a) Customer shall effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Lightbend with tax receipts evidencing the payments of such amounts and (b) the sum payable by Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, Lightbend receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Lightbend would have received and retained absent the required deduction or withholding.

5 Confidentiality. Receiving Party shall (a) hold the Confidential Information in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (b) not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this Agreement. Receiving Party shall disclose the Confidential Information only to those of its employees and contractors having a need to know such Confidential Information and shall be responsible for all violations of this Section 5 by such employees and contractors. Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that Receiving Party, if legally permissible, gives Disclosing Party reasonable written notice to allow 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. Notwithstanding the above, Customer agrees that Lightbend, its employees and agents shall 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 Subscriptions and Services performed under this Agreement.

6 Ownership.

6.1 Ownership of Software. Lightbend and its licensors shall retain all Intellectual Property and proprietary rights in the Software, Upgrades, Documentation, and related works, including but not limited to any derivative work of the foregoing.

6.2 Ownership of Deliverables.

6.2.1 Customer Retained Property. Customer owns and retains all worldwide right, title, and interest in and to all of Customer's Pre-existing Intellectual Property ("Customer Retained Property"). Customer grants to Lightbend a nonexclusive, non-transferable, royalty-free license to use the Customer Retained Property provided by Customer to Lightbend during the Term solely for the purpose of

performing the Services for Customer. Except as expressly set forth herein, nothing in this Agreement conveys any right, title, or interest in or to the Customer Retained Property to Lightbend or any other third party.

6.2.2 Work Product. Customer shall own all worldwide right, title, and interest in and to all Work Product delivered to Customer (including without limitation all related Intellectual Property) from the time that it is created, authored, invented, discovered, or first reduced to practice. Lightbend hereby assigns to Customer all worldwide right, title, and interest in and to any and all Work Product (including without limitation all related Intellectual Property) that Lightbend has or may hereafter acquire.

6.2.3 Lightbend Retained Property. Lightbend owns and retains all worldwide right, title and interest in and to all Lightbend Retained Property. To the extent that any Lightbend Retained Property is included in a deliverable provided to Customer as part of any Consulting Services ("Deliverable"), Lightbend hereby grants to Customer a non-exclusive, non-transferable, worldwide right and license to internally use, execute, reproduce, display, and perform such Lightbend Retained Property solely to the extent necessary to use the Deliverables. This license to Lightbend Retained Property expressly excludes the Software and any Upgrades. Except as expressly set forth herein, nothing in this Agreement conveys any right, title, or interest in or to the Lightbend Retained Property to Customer or any other third party.

6.3 Ownership of Training Materials. Customer agrees and acknowledges that Customer is not obtaining any Intellectual Property right in or to any training materials provided by Lightbend to Customer in connection with the provision to Customer of Training Services ("Training Materials"), other than the rights of use specifically granted in this Agreement. Customer will be entitled to keep and use all Training Materials provided by Lightbend to Customer, but without any other license to exercise any of the Intellectual Property rights therein, all of which are hereby strictly reserved to Lightbend. In particular and without limitation, Training Materials may not be copied electronically or otherwise whether or not for archival purposes, modified including translated, re-distributed, disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. Unless otherwise set forth in an applicable Order Form, the use of any Training Materials will be limited to use by the specific persons to whom the Training Services are provided. All Lightbend trademarks, trade names, logos and notices present on the Training Materials will be preserved.

7 Warranties, Disclaimer and Limitation of Liability.

7.1 Warranties.

7.1.1 Software. Lightbend warrants to Subscription Customers only that, for a period of thirty (30) days following the date the Software is initially licensed by Subscription Customer with respect to On-Premises Subscriptions or the date that the Software may first be accessed by Customer with respect to Hosted Subscriptions ("Warranty Period"), the Software shall substantially conform to the description contained in the applicable Documentation. If during the Warranty Period the Software does not substantially conform to the description contained in the applicable Documentation, Lightbend shall perform the Support Services described in Exhibit A.

7.1.2 Services. Lightbend warrants to Customers only that, the Services shall be performed in a workmanlike manner and shall conform to standards of the industry. If the Services are not performed as set forth above, Lightbend shall re-perform the applicable Services.

7.1.3 The remedies in Section 7.1.1 and 7.1.2 are Customer's sole and exclusive remedies for breach of warranty and Lightbend's sole and exclusive liability for breach of warranty.

7.1.4 The warranties in Sections 7.1.1 and 7.1.2 are made to and for the benefit of Customer only. The warranties shall apply only if: (a) the Software has been properly installed or accessed and used at all times and in accordance with the instructions in the applicable Documentation; (b) no modification, alteration or addition has been made to the Software or the Deliverables, as applicable; and (c) Lightbend receives written notification of the breach, in the case of the warranty in Section 7.1.1, within the Warranty Period, and in the case of the warranty in Section 7.1.2, within three (3) days following the performance of the relevant Services.

7.2 Disclaimer. EXCEPT FOR THE WARRANTIES IN SECTION 7.1, THE SOFTWARE, SERVICES, DELIVERABLES, LIGHTBEND RETAINED PROPERTY, WORK PRODUCT, TRAINING MATERIALS AND DOCUMENTATION ARE PROVIDED "AS-IS" AND LIGHTBEND AND ITS SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, NON-INFRINGEMENT, TITLE, PERFORMANCE, AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, THE SOFTWARE, SERVICES, DELIVERABLES, LIGHTBEND RETAINED PROPERTY, WORK PRODUCT, TRAINING MATERIALS AND DOCUMENTATION ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE: (A) IN THE PLANNING, CONSTRUCTION, MAINTENANCE, CONTROL, OR DIRECT OPERATION OF HAZARDOUS

ENVIRONMENTS THAT REQUIRE FAIL-SAFE PERFORMANCE, SUCH AS NUCLEAR OR CHEMICAL FACILITIES, AIRCRAFT OR OTHER MODES OF HUMAN MASS TRANSPORTATION, LIFE SUPPORT SYSTEMS, IMPLANTABLE MEDICAL EQUIPMENT, MOTOR VEHICLES, WEAPONS SYSTEMS, OR OTHER USES IN WHICH THEIR FAILURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, OR (B) WITH ANY INFORMATION, DATA OR TECHNOLOGY GOVERNED BY THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS.

7.3 Limitation of Liability. IN NO EVENT WILL LIGHTBEND OR ITS SUPPLIERS BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, RELIANCE, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND AND HOWEVER CAUSED. IN NO EVENT WILL LIGHTBEND'S CUMULATIVE LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID TO LIGHTBEND BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM. IN NO EVENT WILL LIGHTBEND'S SUPPLIERS HAVE ANY LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 7.3 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER, LIGHTBEND AND LIGHTBEND'S SUPPLIERS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

8 Indemnification.

8.1 Indemnity. Subject to the remainder of this Section 8, Lightbend shall defend Customer against any third party claim brought against Customer that the Deliverables or Software licensed under this Agreement as part of a Subscription infringes such third party's U.S. patent or copyright ("Infringement Claim"), and indemnify Customer from the resulting costs and damages awarded against Customer to the third party making such Infringement Claim, by a court of competent jurisdiction or agreed to in settlement; provided that Customer: (a) notifies Lightbend promptly in writing of such Infringement Claim, (b) grants Lightbend sole control over the defense and settlement thereof, and (c) reasonably cooperates in response to a Lightbend request for assistance. Lightbend will have the exclusive right to defend any such Infringement Claim and make settlements thereof at its own discretion, and Customer may not settle or compromise such Infringement Claim, except with prior written consent of Lightbend.

8.2 Options. Should any Software licensed under this Agreement as part of a Subscription or Deliverables become, or in Lightbend's opinion be likely to become, the subject of such an Infringement Claim, Lightbend shall, at its option and expense, (a) procure for Customer the right to make continued use thereof, (b) replace or modify such so that it becomes non-infringing, or (c) request return of the Software or the Deliverables and, upon receipt thereof, the corresponding licenses are terminated and Lightbend shall refund the prepaid but unused annual Subscription Fees paid for the infringing Software or the Fees paid for the infringing Deliverables less straight line depreciation based on three year useful life.

8.3 Exclusions. Lightbend shall have no liability if the alleged infringement is based on (a) combination with non-Lightbend products, data or business processes, (b) use for a purpose or in a manner for which the Software or Deliverable was not designed, (c) use of any older release of the Software or Deliverable when use of a newer Lightbend revision would have avoided the infringement, (d) any modification or alteration of the Software or Deliverable, (e) any Intellectual Property right owned or licensed by Customer, excluding the Software or Deliverable, (f) Lightbend's compliance with any materials, designs, specifications or instructions provided by Customer, (g) Customer using the Software or Deliverable after Lightbend notifies Customer to discontinue using due to such a claim, or (h) open source software.

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

9 Term and Termination.

9.1 This Agreement shall commence on the Effective Date and continue until terminated as set forth in this Agreement ("Term"). Either party may terminate this Agreement in the event that the other party breaches this Agreement and does not cure such breach within thirty (30) days of written notice. Each Subscription or provision of Support Services shall begin on the date Customer purchases the Subscription or Support Services by entering into an applicable Order Form and shall continue during the time such Customer has paid the initial fees, unless terminated earlier in accordance with this Section 9.1. Subscriptions and Support Services may be renewed upon mutual written agreement of the parties. The applicable license granted in Section 1 of this Agreement automatically terminates upon the termination of the underlying Subscription or this Agreement. Upon termination, Lightbend will be entitled to recover payment for all Professional Services and related expenses rendered through the date of termination, including for work in progress. Expiration or termination of this Agreement for any reason shall not relieve the parties of any obligation accruing prior to expiration or termination.

9.2 Sections 1.3, 5, 6, 7.2, 7.3, 8, 9.2, 9.3, 10.3, 11 and 12 shall survive the expiration or termination of this Agreement.

9.3 During the Term and for one (1) year following termination or expiration (but no more than once in a calendar year), with respect to On-Premises Subscriptions only, Lightbend and its auditors may inspect Subscription Customer's records relating to its reproduction and use of the Software for the purposes of verifying Subscription Customer's compliance with this Agreement. Subscription Customer shall cooperate fully with Lightbend and its auditors in conducting audits and provide reasonable assistance. If an underpayment is discovered, Subscription Customer shall promptly pay such amount and Subscription Customer shall reimburse Lightbend for the cost of the audit.

10 EMPLOYEES.

10.1 No Employee Relationship. Lightbend's employees are not and will not be deemed to be employees of Customer. Lightbend will be solely responsible for the payment of all compensation to its employees, including provisions for employment taxes, workmen's compensation and any similar taxes associated with employment of Lightbend's personnel. Lightbend's employees will not be entitled to any benefits paid or made available by Customer to its employees.

10.2 Subcontractors. Lightbend may engage third parties to furnish services in connection with the Professional Services, provided that such third parties have executed appropriate confidentiality agreements with Lightbend. In addition, Professional Services may be performed by Affiliates of Lightbend. No engagement of a subcontractor will relieve Lightbend from any of its obligations under this Agreement.

10.3 Non-Solicitation. Neither party may hire, or directly or indirectly solicit or employ, any employee or contractor of the other party during the Term and for twelve (12) months after the termination of this Agreement; provided, however, that nothing contained herein will prevent a party from hiring any such employee or contractor who responds to a general hiring program conducted in the ordinary course of business or who approaches such party on a wholly unsolicited basis.

11 General.

11.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. Purchase orders shall be for the sole purpose of defining quantities, prices and describing the Software and Services to be provided under this Agreement and to this extent only are incorporated as a part of this Agreement and all other terms in purchase orders are rejected. This Agreement supersedes all prior or contemporaneous discussions, proposals and agreements between the parties relating to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

11.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

11.3 Waiver. No waiver of rights by either party may be implied from any actions or failures to enforce rights under this Agreement.

11.4 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control (excluding payment of monies due).

11.5 No Third Party Beneficiaries. Unless otherwise specifically stated, the terms of this Agreement are intended to be and are solely for the benefit of Lightbend and Customer and do not create any right in favor of any third party.

11.6 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without reference to the principles of conflicts of law. The provisions of the Uniform Computerized Information Transaction Act and United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any litigation related to this Agreement shall be brought in the state or federal courts located in San Francisco County, California, and only in those courts and each party irrevocably waives any objections to such venue.

11.7 Notices. All notices must be in writing and shall be effective three (3) days after the date sent to the other party's headquarters, Attention Legal Department.

11.8 Government Regulation. Customer acknowledges that the Software is subject to export restrictions by the U.S. government and import restrictions by certain foreign governments. Customer may not export or re-export the Software except in compliance with the U.S. Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. Customer shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any Software

or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Software is further restricted from being used for: (a) terrorist activity, or (b) the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the U.S. government. Customer shall at all times comply with all applicable laws and regulations in its performance under this Agreement, including without limitation any applicable anti-corruption laws.

11.9 Use by the United States Government. The Software and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and Documentation by the U.S. Government shall be governed solely by the terms of this Agreement.

12 Definitions.

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

"Assigned Cores" means the maximum number of Cores simultaneously available to the Customer Applications.

"Confidential Information" means any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by the Disclosing Party to the Receiving Party in connection with the transactions contemplated under this Agreement, including (a) all trade secrets, (b) existing or contemplated software, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any related information, and (c) information relating to business plans, sales or marketing methods and customer lists or requirements. Confidential Information does not include information that the Receiving Party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by Receiving Party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement by Receiving Party, or (iv) is independently developed by Receiving Party without regard to the Confidential Information.

"Core" means a logical core of a modern CPU. e.g., an Intel Xeon E-2378 Processor has 8 Cores.

"Customer Applications" mean applications owned or licensed by Customer.

"Disclosing Party" means the party disclosing Confidential Information.

"Documentation" means the documentation made available electronically as part of the Software, which may be modified during the Term.

"End User" means any individual or entity that directly or indirectly through another user uses the Software under Customer's account pursuant to a Hosted Subscription.

"Error" means a failure in the Software to materially conform in all material respects to the specifications as described in the applicable Documentation.

"General Enhancements" means any improvements, modifications, enhancements, or extensions to or derivative works of Lightbend Pre-existing Intellectual Property that have or could have general applicability to Lightbend customers, including, but not limited to, any modifications to, or derivative works of, the Software.

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

"Lightbend Retained Property" means collectively Lightbend's Pre-existing Intellectual Property, Lightbend's Confidential Information, General Enhancements, Tools, Services Materials and Documentation.

"Hosted Subscription" means the right to access and use the Software during a specified term under Section 1.1.2 and Support Services for the Software.

"Maintenance Fix" means generally available code corrections and patches for the Software designated by Lightbend by means of a change in the digit to the right of the Minor Release number (e.g. x.x.1, x.x.2).

"Major Release" means a generally available release of the Software designated by Lightbend by means of a change in the digit to the left of the first decimal point (e.g. 2.x, 3.x, 4.x).

"Minor Release" means a generally available release of the Software designated by Lightbend by means of a change in the digit to the right of the first decimal point (e.g. x.4, x.5, x.6).

"On-Premises Subscription" means a term license for the Software under Section 1.1.1 and Support Services for the Software.

"Order Form" means the order form entered into by the parties incorporating this Agreement.

"Pre-Existing Intellectual Property" means: (a) the Intellectual Property of a party as of the Effective Date of this Agreement, and (b) Intellectual Property that a party creates or develops outside the scope of Services provided by Lightbend to Customer under this Agreement and without the use of the other party's Confidential Information.

"Pre-Production Environment" means a development environment for staging, integrating, and testing Customer Applications.

"Production Environment" means an environment where the final version of the Customer Application is deployed.

"Professional Services" means the consulting and training services provided to Customer in accordance with the terms of this Agreement.

"Receiving Party" means the party receiving Confidential Information.

"Services" means the Support Services and Professional Services described on an Order Form.

"Services Materials" means 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 used by Lightbend to deliver the Consulting Services to Customer.

"Software" means the object code version of the Lightbend Platform software set forth on an applicable Order Form.

"Subscription" means an On-Premises Subscription or a Hosted Subscription .

"Subscription Customer" means a Customer who purchases a Subscription.

"Support Customer" means a Customer who purchases Support Services for the Software with no license for the Software.

"Support Services" mean the support for the Software as described in Exhibit A.

"Tools" means tools, utilities, connectors, scripts, Software implementation code, and other software (and any updates thereto) that are used by Lightbend in performing its obligations under this Agreement.

"Terms of Service" means the Enterprise Terms of Service set forth at <http://downloads.lightbend.com/website/legal/Lightbend-Enterprise-Terms-of-Service.pdf>.

"Upgrade" means a Major Release, Minor Release, or Maintenance Fix of the Software.

"Workstation" means an environment dedicated to a developer where the design and development of a Customer Application is done.

"Work Product" 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 Lightbend, alone or jointly with Customer and/or any third party or parties, in the course of performing Consulting Services under this Agreement; provided, however, that Work Product shall not include Lightbend's Pre-Existing Intellectual Property, General Enhancements, Tools, Training Materials, Services Materials, Documentation, the Software (including any modifications or updates thereto) or Upgrades.