Order Form Supplement for MuleSoft Software

THIS ORDER FORM SUPPLEMENT

This Order Form Supplement is a part of the order form by which the Customer ordered the MuleSoft Software (the “Order Form”). The Order Form and this Order Form Supplement are governed by the Master Subscription Agreement. This Order Form Supplement adjusts certain terms of the Master Subscription Agreement, solely with respect to the Software. Capitalized terms used but not defined in this Order Form Supplement have the meanings given to them in the Order Form and Master Subscription Agreement.

SOFTWARE LICENSE

Subject to all of the terms and conditions of this Order Form Supplement and the Agreement, during the relevant subscription term, MuleSoft grants to Customer a non-transferable, non-sublicensable, non-exclusive license to use the Software in object code form for Customer's own internal business operations, but only in accordance with (i) the Documentation, (ii) the Agreement, and (iii) all restrictions set forth in the Order Form and this Order Form Supplement, including without limitation restrictions related to servers, users, and capacity, computer, website, or field of use. Customer may copy and install on Customer's computers for use only by Customer's employees and/or any third party providing services to Customer one copy of the Software for each subscription designated in the applicable Order Form. Customer may also make one copy of the Software for archival purposes. Customer may use the Software only during the term of the subscription. Upon expiration or termination of the Order Form and/or the Agreement for any reason, Customer shall cease any and all use of the Software and destroy any and all copies of the Software.

CUSTOMER DATA

Customer acknowledges that electronic data and information submitted by or for Customer to the Software is not hosted by or on behalf of MuleSoft. Accordingly, notwithstanding anything to the contrary, such electronic data and information submitted is not Customer Data (or Your Data, or any comparable defined term) under the Agreement.

CUSTOMER USAGE

During the term of the Order Form, Customer will maintain accurate records as to its use of the Software, for at least one year from the last day on which support and maintenance expired for the applicable Software (according to https://www.mulesoft.com/legal/versioning-back-support-policy, which applies to such Software).
MuleSoft, its Affiliates, or persons designated by MuleSoft or its Affiliates, will, at any time during the period when Customer is obliged to maintain such records, be entitled to review such records and to ascertain completeness and accuracy, in order to verify that the Software is used by Customer in accordance with the terms of the Order Form and the Agreement and that Customer has paid the applicable license fees and support and maintenance fees for the Software, provided that: (a) MuleSoft will not review such records more than once in any 12 month period; (b) any such review shall be subject to a mutually agreed upon non-disclosure agreement negotiated in good faith and entered into by the parties; (c) MuleSoft shall use commercially reasonable efforts to minimize the disruption of Customer’s normal business activities in connection with any such review; and (d) any such review will be performed by MuleSoft’s expense. Customer shall pay to MuleSoft any underpayments revealed by any such review in accordance with the invoicing provisions of the Agreement.

WARRANTIES

Any warranties for Software are made to and for the benefit of Customer only and will apply only if (a) the Software has been properly installed and used in accordance with the instructions in the applicable Documentation; (b) no modification, alteration or addition has been made to the Software by anyone other than MuleSoft; and (c) MuleSoft receives written notification of the alleged warranty breach within 30 days following the subscription start date. Additionally, any warranties shall not apply: (i) to defects in the Software due to negligence, abuse or improper use by Customer; or (ii) items provided on a no charge or evaluation basis.