

## Designating Customers as Authorized Users

*Effective starting: July 30, 2015*

This is a supplement to the [HYBRIDA Customer Agreement](#) (the "**Agreement**") and is included in the Agreement. Any capitalized terms used but not defined below have the meanings in the Agreement. The purpose of this supplement is to allow your customers to be Authorized Users, subject to the terms below.

1. If you designate any of your customers as Authorized Users, you will be responsible for their use of the **Software as a Service** or Hosted Services as you would be for any other Authorized User. Accordingly, you must enter into valid, binding agreements with your customers that require them to comply with the applicable terms of the Agreement (including this supplement), including any conditions or restrictions with respect to use of, or access to, the **Software as a Service** or Hosted Services.
2. For the avoidance of doubt, allowing your customers to be Authorized Users does not mean that you may distribute, resell, or OEM any **Software as a Service** or Hosted Services, or make the products available to your customers on a standalone basis. Rather, it means only that your customers may access your instance of the **Software as a Service** or Hosted Services in order to support their use of your own products and services that are unrelated to the **Software as a Service** or Hosted Services.
3. Examples include:
  - 3.1. Your customer accessing your statistical information to see the number of visits of application that you have used in your services;
4. You may not charge your customers for any use of the **Software as a Service** or Hosted Service itself.
5. As an Authorized User, your customers may interact with the **Software as a Service** or Hosted Service but may not receive any administrator, configuration or similar access to the Product. For example, your customers may see statistical

information, but you may not permit any of your customers to administer project and global site level configurations.

6. HYBRIDA will not have any direct or indirect liability or obligation to any of your customers. For the avoidance of doubt, your customers are not parties to, or third party beneficiaries under, the Agreement.

7. You will defend, indemnify and hold harmless HYBRIDA from and against any loss, cost, liability or damage, including attorneys' fees, for which HYBRIDA becomes liable arising from or relating to any claim brought against us by your customers arising out of their use of the **Software as a Service** or **Hosted Services**.