This QAD Boomi Program Document establishes terms and conditions for Cloud Services ordered by Customer and provided by Vendor under an Order Document executed under a Cloud Services Agreement. Terms not otherwise defined herein shall have the meanings set forth in the Cloud Services Agreement.

Cloud Services

The QAD Boomi AtomSphere Service (the “Service”) is defined as the business integration solution described in the Service Description posted at the website http://www.boomi.com/legal/service (plus the related websites referenced therein, as such websites may be amended from time to time). QAD is an authorized reseller of the Service and shall be deemed to be acting in the place of Dell Boomi for purposes of the Service Description. In the event of a conflict of terms the following documents shall prevail in the following order: (1) this Program Document, (2) the Cloud Services Agreement, and then (3) the Service Description.

Customer acknowledges that additional hardware and virtual machines required to support the Service are not included within the scope of this Program Document.

The Boomi AtomSphere Bundle consists of the following:

- 2 Production Standard Connections
- 2 Test Standard Connections
- 1 Production E-mail Connection
- Unlimited processes
- Unlimited users
- Boomi Suggest
- Parallel Processing
- Visual Designer
- Advanced Workflow
- Advanced User Security
- Integration Pack
- SOA Framework

Customer acknowledges that (i) the Dell Boomi technology and the related documentation are the exclusive property of Dell Boomi and its licensors and (ii) Customer has no right to transfer, sublicense or lease the Dell Boomi technology. Customer shall not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, or decompile the Dell Boomi technology, any object code generated by the Dell Boomi technology or any part thereof, or otherwise attempt to discover any source code, modifying the Dell Boomi technology in any manner or form, or using unauthorized or modified versions of the Dell Boomi technology. Customer shall not access the Dell Boomi technology for primary purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. The Dell Boomi technology is not warranted to be error-free, and it may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications.

# # #