

This Appgate Hosted Service Addendum (this "Addendum") is governed by the Software Schedule. This Addendum sets forth terms that apply as between Reseller and End User with respect to Hosted Services purchased by End User from Reseller and is effective (the "Effective Date") as of the effective date of the order entered into between End User and Reseller for such Hosted Services. Capitalized terms used, but not defined herein, shall have the meaning ascribed thereto in the Schedule.

1. **Products.** This Addendum sets forth the additional terms generally applicable to all Hosted Services acquired by End User from Reseller, as well as terms applicable only to specific Hosted Services as noted herein. The additional terms set forth in this Addendum supplement the terms set forth in the Schedule which apply to such Hosted Services.

2. **End User's Accounts.** End User and each Authorized User are responsible for maintaining the confidentiality of all username and password information with respect to the Hosted Services and for ensuring that any such username and password is not used by anyone to access the Hosted Services other than the Authorized User to which such username and password was issued. End User is entirely responsible for any and all activities that occur under End User's accounts and all charges incurred from use of the Hosted Services accessed using one of End User's accounts, in either case resulting from access provided by End User, directly or indirectly. Upon becoming aware of any unauthorized use of an End User account or any other breach of security relating to an End User account or the Hosted Services, End User agrees to immediately notify Reseller and Appgate. Neither Reseller nor Appgate shall have any liability under the Schedule Agreement for any loss or damage arising from End User's failure to comply with these requirements.

3. **Suspension of Hosted Services.** Notwithstanding anything in the Schedule Agreement to the contrary, Appgate and/or Reseller may immediately suspend End User's and/or any Authorized User's access to all or any portion of the Hosted Services if Appgate and/or Reseller reasonably believes that (i) End User or any Authorized User's use of the Appgate Intellectual Property in violation of the Schedule Agreement disrupts or poses a security risk to the Appgate Intellectual Property or to any other customer or vendor of Appgate, (ii) End User, or any Authorized User, is using the Appgate Intellectual Property for fraudulent or illegal activities, (iii) provision of the Hosted Services to End User or any Authorized User is prohibited by applicable law, or (iv) End User or any Authorized User is accessing or using any of the Appgate Intellectual Property in violation of the Schedule Agreement. Any suspension by Appgate or Reseller pursuant to this Section 2, shall be deemed a "Service Suspension". Reseller shall exercise commercially reasonable efforts to notify End User prior to suspending any Hosted Service pursuant to this Section 2. In the event Reseller does not notify End User prior to suspending any Hosted Service, Reseller shall notify End User of the Service Suspension as promptly as reasonably practical thereafter. If Appgate or Reseller suspends a Hosted Service, unless Appgate or Reseller has subsequently terminated such Hosted Service in accordance with the terms of the Schedule Agreement, Reseller will resume the suspended Hosted Service as soon as reasonably practical after Appgate and Reseller are reasonably satisfied that the reason giving Appgate and/or Reseller the right to suspend has been cured or resolved, as applicable. Appgate and Reseller will have no liability for any damage, liabilities, losses (including any loss of data or profits), or

any other consequences that End User or any Authorized User may incur as a result of a Service Suspension.

#### 4. **End User Indemnification; INDIRECT/CONSEQUENTIAL DAMAGES WAIVER AND DAMAGE CAP.**

a. **End User Indemnification.** End User will defend, indemnify and hold harmless Reseller, Appgate, and their respective Affiliates and each of their respective agents, officers, directors, representatives and employees from and against all Claims, to the extent arising from (i) any use of the Hosted Service other than in accordance with the Documentation and the Schedule Agreement, (ii) a modification to the Hosted Service made or caused by End User or any other party acting on behalf of End User, (iii) any end user data, (iv) use of the Hosted Service in violation of applicable law or for any other unauthorized purposes, (v) use of the Hosted Service after termination of the Hosted Service Term with respect thereto, (vi) use of the Hosted Service in combination with any hardware, software, application, equipment, technology or material that was not provided by Appgate (for the avoidance of doubt, if it was provided by Appgate to Reseller and subsequently provided by Reseller to End User, it will be deemed provided by Appgate), (vii) End User's (or any Authorized User's) failure to use any new or corrected version of the Hosted Service made available by Reseller or Appgate to End User, or (viii) End User's or any Authorized User's negligence or willful misconduct.

b. **Indemnification Process.** End User's obligations under this Section 4 are contingent upon the indemnified party (i) providing prompt written notice to End User of such Claim (provided, however, that any failure or delay in notice shall not affect any of the indemnified party's rights hereunder except to the extent End User is materially prejudiced thereby), (ii) allowing End User to control the defense and any related settlement of any such Claim, and (iii) furnishing End User with reasonable assistance, at End User's sole cost and expense, in the defense or settlement of any such Claim. The indemnified party shall have the right to participate in the defense of such Claim with counsel of its own choosing at its own expense. End User shall not enter into any settlement of any such Claim without the prior written consent of the indemnified party (such consent not to be unreasonably withheld, conditioned or delayed) if the indemnified party's rights would be directly and materially impaired thereby. For the avoidance of doubt, any settlement that does not include a full and unconditional release of the indemnified party from any and all liability arising out of the Claim, shall be deemed to directly and materially impair the indemnified party's rights.

c. **INDIRECT/CONSEQUENTIAL DAMAGES WAIVER AND DAMAGE CAP.** NOTWITHSTANDING ANYTHING IN THE SCHEDULE AGREEMENT TO THE CONTRARY, (A) END USER'S OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS INDEMNIFIED PARTIES IN ACCORDANCE WITH THIS SECTION 4 SHALL NOT BE SUBJECT TO THE INDIRECT/CONSEQUENTIAL DAMAGES WAIVER OR DAMAGE CAP (AS EACH SUCH TERM IS DEFINED IN THE MA) AND (B) ALL OF RESELLER'S AND APPGATE'S OBLIGATIONS WITH RESPECT TO END USER DATA, IF ANY, SHALL BE SUBJECT TO BOTH THE INDIRECT/CONSEQUENTIAL DAMAGES WAIVER AND THE DAMAGE CAP.

5. **End User Data.** Reseller acknowledges that, as between Reseller and End User, End User owns all right, title and interest,

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including all intellectual property rights, in and to the End User Data. End User hereby grants to Reseller and Appgate a non-exclusive, royalty-free, worldwide license to reproduce, distribute and otherwise use and display the End User Data and perform all acts with respect to the End User Data as may be necessary for Reseller to provide the Hosted Services to End User. Upon expiration or termination of the Hosted Service Term, End User shall have no further access to any of the End User Data used in connection with the Hosted Service or any configurations used in connection with the Hosted Service. Reseller shall provide any such End User Data to End User in Reseller's standard database export format upon receipt of End User's request within thirty (30) days of expiration or termination of the Hosted Service Term. After thirty (30) days following expiration or termination of the Hosted Service Term, if End User has not requested the return of its End User Data, Reseller and Appgate shall have no obligation to maintain or provide any End User Data and shall thereafter, unless legally prohibited, have the right to delete all End User Data in their systems or otherwise in their possession or under their control.

## 6. Definitions.

a. "End User Data" shall mean data, information, material or other content (but in all cases excluding Reseller's or Appgate's Confidential Information and Appgate Intellectual Property), in any form or medium, that is submitted, posted, uploaded, transmitted, processed or stored by or on behalf of End User to, through or in, as the case may be, the Hosted Services.

b. "SLA" means the service level agreement located at <https://www.Appgate.com/legal/product-and-service-terms-and-conditions/cybersecurity-terms-and-conditions>, if any, applicable to the Hosted Services purchased by End User from Reseller which may be modified from time to time by posting an updated SLA at such website or a successor website.