

This Appgate Software-as-a-Service (SaaS) Schedule (this "Schedule") is governed by the MA. This Schedule sets forth terms that apply as between Reseller and End User with respect to Products and Services covered hereunder and 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 Products and/or Services. Capitalized terms used, but not defined herein, shall have the meaning ascribed thereto in the MA.

### 1. Products.

a. **Products.** This Schedule sets forth the terms generally applicable to Products or Services acquired by End User from Reseller including all SaaS Services purchased, Professional Services purchased and Support (collectively, the "Products"), as well as terms applicable only to specific Products as noted herein. Appgate's licensed Software and Hosted Services offerings are not covered under this Schedule and require a separate Schedule.

### 2. Grant of Right to Access and Use; Reservation of Rights.

a. **Grant of Right to Access and Use.** With respect to SaaS Services purchased by End User, Reseller grants End User a non-exclusive, non-transferable (except as expressly permitted in the Schedule Agreement) and non-sublicensable right to access and use such SaaS Service during the SaaS Service Term with respect thereto, solely for use by Authorized Users in accordance with the Permitted Use. A right to access and use a SaaS Service also includes the non-exclusive, non-transferable (except as expressly permitted in the Schedule Agreement) and non-sublicensable right for End User to use the Documentation applicable to such SaaS Service solely in connection with End User's use of such SaaS Service.

b. **Reservation of Rights.** Reseller and Appgate reserve all rights not expressly granted to End User in the Schedule Agreement. Except for the limited rights expressly granted under the Schedule Agreement, nothing in the Schedule Agreement grants, by implication, waiver, estoppel, or otherwise, to End User or any third party any intellectual property rights or other right, title or interest in or to the Appgate Intellectual Property. Notwithstanding anything in the Schedule Agreement to the contrary, rights to access and use SaaS Services are granted for the applicable term set forth herein, and in no event are SaaS Services sold, even if for convenience Reseller makes reference to words such as *sale* or *purchase* herein.

### 3. Use; Restrictions on Use; End User Responsibilities; End User's Accounts.

a. **Use; Restrictions on Use.** End User shall not (and shall not allow any Authorized User to) use the SaaS Services or Documentation, as applicable, for any purposes beyond the scope of access with respect thereto granted in the Schedule Agreement. End User shall not (and shall not allow any Authorized User to), directly or indirectly, (i) copy, modify or create derivative works of the SaaS Services or Documentation, as applicable, in whole or in part, (ii) rent, lease, lend, resell, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS Services, (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code or software component of the SaaS Services, in whole or in part, (iv) remove any proprietary notices from

the SaaS Services or Documentation, as applicable, or (v) use the SaaS Services or Documentation, as applicable, in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. End User acknowledges that a threatened or actual breach by it of this Section 3.a may result in immediate, irreparable harm to Reseller and/or Appgate for which monetary damages may not be adequate compensation and, consequently, that Reseller and Appgate shall be entitled, in addition to all other remedies available to them at law or equity, to seek (without any requirement to post bond) injunctive or other equitable relief to prevent such threatened or actual breach. End User understands that the SaaS Services may be deployed with technology that prohibits use of the SaaS Services beyond the SaaS Service Term or grant of right to access and use.

b. **End User Responsibilities.** End User is responsible and liable for all uses of the SaaS Services and Documentation, as applicable, resulting from access provided by End User, directly or indirectly, whether such access or use is permitted by or in violation of the Schedule Agreement. Without limiting the generality of the foregoing, End User is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Schedule Agreement if taken by End User will be deemed a breach of the Schedule Agreement by End User.

c. **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 SaaS Services and for ensuring that any such username and password is not used by anyone to access the SaaS 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 SaaS 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 SaaS 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.

4. **Installation; Configuration; Instruction; Support.** Unless otherwise specified in an Order Form, neither Reseller nor Appgate have any responsibility for (a) assisting End User in installing or configuring any of the SaaS Services, or (b) providing End User instruction on use of any SaaS Services (except for any such instruction on use set forth in the Documentation with respect to such SaaS Services). Unless otherwise specified in an Order Form, Support is included for the SaaS Services in accordance with the applicable Support Terms with respect thereto.

### 5. Professional Services.

a. **End User's Obligations.** End User must: (i) provide Reseller personnel with such information, cooperation and support as may reasonably be required for Reseller personnel to provide the professional services ("Professional Services"), (ii) permit Reseller personnel to access such of End User's systems, networks, premises and property as is necessary to perform the Professional Services, and ensure that Reseller is granted sufficient consents, authorizations and

licenses to access and use any third party systems, programs, or networks necessary to provide the Professional Services, (iii) ensure that all necessary consents, authorizations and licenses have been obtained so that Reseller's provision of the Professional Services does not breach any statutory or regulatory provisions (of whatever jurisdiction) relating to the use of and access to personal data or otherwise breach any applicable law, and (iv) ensure the health and safety of Reseller personnel engaged in providing the Professional Services at End User's premises.

b. Work Product. Each Order Form may specify "Work Product" to be provided by Reseller personnel. Once Appgate has received full and final payment for "Work Product" from Reseller, anything specified in an Order Form as "Work Product" will become the property of End User at the moment such item is fixed in a tangible medium, all rights, title and interest therein will vest in End User and Appgate and Reseller shall permanently assign and transfer to End User any and all of Appgate's or Reseller's, as applicable, right, title and interest in the Work Product, provided, that, Appgate retains all right, title and interest in any Appgate Intellectual Property incorporated into Work Product. To the extent any Appgate Intellectual Property is incorporated into Work Product, End User is hereby granted a perpetual, worldwide, non-transferable (except as expressly permitted in the Schedule Agreement), non-exclusive, royalty-free, fully paid-up license to use such Appgate Intellectual Property solely in conjunction with the Work Product.

## 6. **Term; Termination; Effect of Expiration or Termination; Suspension.**

a. Term of this Schedule. The term of this Schedule will commence on the Effective Date and continue until terminated in accordance with the terms hereof.

b. Termination Upon Expiration or Termination of all Products. The Schedule Agreement will automatically terminate following expiration or termination of the last effective Product/Service being provided or to be provided under this Schedule.

c. Term of Order Forms and Products. SaaS Services have a minimum term which begins on the term commencement date ("TCD") and continues for the period set forth in the relevant Order Form (the "Initial Term"). Upon conclusion of the Initial Term or a renewal term, as applicable, (i) if the Initial Term is less than one (1) year, each SaaS Service will automatically renew for successive periods equal to the Initial Term, unless either party provides the other party with at least thirty (30) days advance written notice prior to the expiration of the then-current SaaS Service Term, and (ii) if the Initial Term is one (1) year or longer, each SaaS Service will automatically renew for successive periods of one (1) year, unless either party provides the other party with at least sixty (60) days advance written notice prior to the expiration of the then-current SaaS Service Term. With respect to a right to access and use a SaaS Service, the Initial Term and any renewal terms of such SaaS Service are collectively referred to as the "SaaS Service Term".

d. Effect of Expiration or Termination. Upon expiration or earlier termination of a SaaS Service for any reason, the right to access and use such SaaS Service granted to End User will also terminate. Upon termination of the right to access and use, End User must immediately cease using the applicable SaaS Service and Documentation and, to the extent applicable, return, delete or destroy all copies thereof as well as all other Appgate Intellectual Property relating thereto (in each case, in

whatever form). Upon Reseller's and/or Appgate's request, End User will certify in writing to Reseller and/or Appgate, as applicable, that End User has performed the foregoing obligation

e. Suspension of SaaS 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 SaaS 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 SaaS 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 6.e, shall be deemed a "Service Suspension". Reseller shall exercise commercially reasonable efforts to notify End User prior to suspending any SaaS Service pursuant to this Section 6.e. In the event Reseller does not notify End User prior to suspending any SaaS Service in accordance with this Section 6.e, Reseller shall notify End User of the Service Suspension as promptly as reasonably practical thereafter. If Appgate or Reseller suspends a SaaS Service, unless Appgate or Reseller has subsequently terminated such SaaS Service in accordance with the terms of the Schedule Agreement, Reseller will resume the suspended SaaS 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.

7. **Term Commencement Date (TCD) (SaaS Services).** The TCD for a SaaS Service is the earlier to occur of (a) the later to occur of (i) if applicable, the date specified in the Order Form as the date on which the SaaS Service Term commences and (ii) the date the SaaS Service is made available to End User for use and (b) the date that the SaaS Service is used by End User. In the event an Order Form specifies a date range for the Initial Term of the SaaS Service (e.g., January 15 of year 1 to January 14 of year 2), as applicable, as opposed to a set term (e.g., one (1) year), but the TCD for such SaaS Service is a different date than the date specified in the Order Form as the date on which the Initial Term of the SaaS Service commences (e.g., the TCD is January 5 of year 1 instead of January 15), the Initial Term of such SaaS Service shall commence on the TCD for such SaaS Service and continue for the period of time that the Initial Term of such SaaS Service was intended to be for (e.g., one (1) year commencing on January 5 of year 1 and ending on January 4 of year 2).

8. **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 SECTION 9 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.

## 9. Indemnification.

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 SaaS Service other than in accordance with the Documentation and the Schedule Agreement, (ii) a modification to the SaaS 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 SaaS Service in violation of applicable law or for any other unauthorized purposes, (v) use of the SaaS Service after termination of the SaaS Service Term with respect thereto, (vi) use of the SaaS 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 SaaS 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 9 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.

## 10. Warranties.

a. Professional Services Warranties. Reseller warrants that (i) it and the Reseller personnel performing the Professional Services have the necessary knowledge, skills, experience, and qualifications to perform the Professional Services in accordance with the applicable Order Form(s), and (ii) the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.

b. Support Warranties. Reseller warrants that (i) it and its personnel performing the Support have the necessary knowledge, skills, experience, and qualifications to perform the Support in accordance with the applicable Support Terms, and (ii) the Support will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.

## 11. Intellectual Property Ownership; Feedback; End User Data.

a. Appgate Intellectual Property. End User acknowledges that, Appgate owns all right, title and interest, including all intellectual property rights, in and to Appgate Intellectual Property.

b. Feedback. Appgate encourages End User to provide suggestions, proposals, ideas, recommendations and other feedback (collectively, "Feedback") regarding changes or improvements (including, without limitation, new features or functionality relating thereto) to Appgate Intellectual Property. To the extent End User provides such Feedback, notwithstanding the definition of "Confidential Information" in the Schedule Agreement to the contrary, in no event shall any such Feedback be deemed to be End User's Confidential Information. Appgate shall have the right to make, use, sell, offer for sale, import and otherwise exploit such Feedback (including by incorporation of such Feedback into Appgate Intellectual Property) without restriction. End User hereby assigns to Appgate on End User's behalf, and on behalf of its employees, contractors and/or agents, all right, title and interest in, and Appgate is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Appgate is not required to use any Feedback.

c. End User Data. Reseller acknowledges that, as between Reseller and End User, End User owns all right, title and interest, 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 SaaS Services to End User. Upon expiration or termination of the SaaS Service Term, End User shall have no further access to any of the End User Data used in connection with the SaaS Service or any configurations used in connection with the SaaS 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 SaaS Service Term. After thirty (30) days following expiration or termination of the SaaS 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.

12. Auditing Rights and Required Records. End User agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the term of the Schedule Agreement and for a period of two (2) years after termination or expiration of the Schedule Agreement with respect to matters necessary for accurately determining amounts due by End User to Reseller and End User's compliance with the Schedule Agreement. Reseller and/or Appgate may, at their own expense, on reasonable prior notice, periodically inspect and audit End User's records with respect to matters covered by the Schedule Agreement. Such inspection and auditing rights will extend throughout the term of the Schedule Agreement and continue for a period of two (2) years after the termination or expiration of the Schedule Agreement.

## 13. Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of

**Goods.** Notwithstanding anything in the Schedule Agreement to the contrary, including, for the avoidance of doubt, the “Governing Law” and “Venue” sections of the MA, in no event shall the Uniform Computer Information Transaction Act or the United Nations Convention on Contracts for the International Sale of Goods apply to the Schedule Agreement.

14. **Export Regulation.** The Products, the underlying software and technology and the Documentation may be subject to US export controls and sanctions laws and regulations, including, without limitation, the US Export Administration Regulations and the various economic sanctions measures administered by the US Department of the Treasury’s Office of Foreign Assets Control (“OFAC”). End User shall not, directly or indirectly, sell, export, re-export, transfer, re-transfer, provide or release the Products, the underlying software or technology or the Documentation to, or make the Products, the underlying software or technology or the Documentation accessible from, any jurisdiction, country, person or entity without first securing all applicable U.S. government export authorizations, nor will End User sell, export, re-export, transfer, re-transfer, provide or release the Products, the underlying software or technology or the Documentation to any jurisdiction, country, person or entity, or for any end-use, that is prohibited by applicable law, rule, or regulation. End User shall not, directly or indirectly, sell, export, re-export, transfer, re-transfer, provide or release the Products, the underlying software or technology or the Documentation to any party named on OFAC’s Specially Designated Nationals list or any other U.S. government list of prohibited parties, or to any entity owned 50% or more in the aggregate by any sanctioned party or parties, nor shall End User use the Products, underlying software or technology, or the Documentation, directly or indirectly, in connection with any prohibited party. End User shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, transferring, re-transferring, providing or releasing, or otherwise making the Products or the underlying software or technology or the Documentation available outside the US.

15. **Definitions.**

a. “Authorized User” means an employee, representative or agent of End User who is authorized by End User to access and use the SaaS Services purchased hereunder and Documentation applicable to such SaaS Service solely in connection with the use of such SaaS Service. In the event an Order Form sets forth limitations on the number and/or type of Authorized Users permitted with respect to the SaaS Service purchased thereunder, End User shall be required to comply with all such limitations. Each Authorized User shall be required to have a unique username and password. Such username and password shall be personal to such Authorized User and End User shall not permit an Authorized User to, and an Authorized User shall not, share its username and password with other Authorized Users.

b. “Appgate Intellectual Property” means the SaaS Services, Documentation, any and all intellectual property provided to End User or any Authorized User in connection with the foregoing and any other Appgate intellectual property.

c. “Documentation” means the then-current user manuals, handbooks, training materials, technical manuals and guides relating to the SaaS Services.

d. “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 SaaS Services.

e. “Order Form” means an order form, quote, statement of work or other ordering document that is signed by End User, or an Affiliate thereof, and Reseller, and includes the types and details of the specific Products ordered by End User and agreed to be provided by Reseller.

f. “Permitted Use” means use of the SaaS Service solely in accordance with the Documentation and by an Authorized User for the benefit of End User in the ordinary course of its internal business operations and in accordance with all of the applicable terms and conditions of the Schedule Agreement, including, without limitation, any terms, conditions and limitations set forth in the Order Form with respect to the SaaS Service (e.g., maximum number of computers that may access the SaaS Service, limitation on locations that the SaaS Services may be accessed from).

g. “SaaS Services” means the Appgate software-as-a-service product offering purchased by End User from Reseller under an Order Form. Reseller and Appgate reserve the right, in each of their sole discretion, to make any changes to the SaaS Services that they deem necessary or useful including, but not limited to doing so for one or more of the following reasons: (i) maintain or enhance: (a) the quality or delivery of Appgate’s SaaS Services to its customers, (b) the competitive strength of or market for Appgate’s SaaS Services or (c) the SaaS Services’ cost efficiency or performance; or (ii) comply with applicable law.

h. “Schedule Agreement” means (i) the MA (but only to the extent the MA applies to this Schedule), and (ii) this Schedule.

i. “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 SaaS 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.

j. “Support” means the maintenance and support services specified in the Support Terms.

k. “Support Terms” means the support terms located at <https://www.Appgate.com/legal/product-and-service-terms-and-conditions/cybersecurity-terms-and-conditions>, if any, applicable to the SaaS Services purchased by End User from Reseller which may be modified from time to time by posting updated Support Terms at such website or a successor website. Notwithstanding anything in the Support Terms to the contrary, in no event shall Reseller or Appgate have any obligation to provide Support to the extent the issue for which Support is being requested resulted from (1) any use of the SaaS Services other than in accordance with the Documentation and the Schedule Agreement, (2) a modification to the SaaS Services made or caused by End User or any other party acting on behalf of End User, (3) any End User data, (4) use of the SaaS Services in violation of applicable law, (5) use of the SaaS Services 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

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Appgate to Reseller and subsequently provided by Reseller to End User, it will be deemed provided by Appgate), (6) End User's or any Authorized User's failure to use any new or corrected version of the SaaS Service made available by Reseller or Appgate to End User (unless the Support Terms expressly state that Support will be provided for a particular older version), (7) a defect in the version of the SaaS Service

being used by End User that has been corrected in a new or corrected version of the SaaS Service that has been made available by Reseller or Appgate to End User (regardless of whether the Support Terms expressly state that Support will be provided for such version of the SaaS Service being used by End User), or (8) End User's or any Authorized User's negligence or willful misconduct.