

## Appgate Software Schedule

This Appgate Software 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 Software licensed, Hosted Services, Professional Services and Hardware purchased and Support (collectively, the "Products"), as well as terms applicable only to specific Products as noted herein. Appgate's Software-as-a-Service offerings are not covered under this Schedule and require a separate Schedule. Appgate's Hosted Service offerings are covered under this Schedule as supplemented by the Appgate Hosted Service Addendum.

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

a. **License Grant; Grant of Right to Access and Use.** With respect to Software licensed (whether or not such Software is to be provided as a Hosted Service) by End User, Reseller grants End User a non-exclusive, non-transferable (except as expressly permitted in the Schedule Agreement) and non-sublicensable license to use such Software during the Software Term with respect thereto, solely for use by Authorized Users in accordance with the Permitted Use. In the event any such Software licensed is to be provided as a Hosted Service, Reseller also grants to End User a non-exclusive, non-transferable (except as expressly permitted in the Schedule Agreement) and non-sublicensable right to access and use such Hosted Service during the Hosted Service Term with respect thereto, solely for use by Authorized Users in accordance with the Permitted Use. A license to use Software or right to access and use a Hosted Service, as applicable, 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 Software or Hosted Service, as applicable, solely in connection with End User's use of such Software or Hosted Service, as applicable.

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 and licenses 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, Software is licensed and rights to access and use Hosted Services are granted, in each case for the applicable term set forth herein, and in no event is Software or are

Hosted 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.

a. **Use; Restrictions on Use.** End User shall not (and shall not allow any Authorized User to) use the Software, Hosted Services or Documentation, as applicable, for any purposes beyond the scope of license or access, as applicable, 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 Software, Hosted 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 Products (other than Hardware), (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code or software component of the Software or Hosted Services, in whole or in part, (iv) remove any proprietary notices from the Software, Hosted Services or Documentation, as applicable, or (v) use the Software, Hosted 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, 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 Software and/or Hosted Services may be deployed with license key or other technology that prohibits use of the Software or Hosted Services, as applicable, beyond the applicable Software Term, license parameters, Hosted 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 Software, Hosted 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.

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 Software or Hosted Services, or (b) providing End User instruction on use of any Software or Hosted Services (except for any such instruction on use set forth in the Documentation with respect to such Software or Hosted Services, as applicable). Unless otherwise specified in an Order Form, Support is included for Software licenses (non-perpetual) and Hosted Services in accordance with the applicable Support Terms with respect thereto. Unless otherwise specified in an

Order Form, neither Reseller nor Appgate have any responsibility for providing End User Support for a perpetual Software license.

## 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.

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. Software licenses (non-perpetual), Hosted Services and Support 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 Software License, Hosted Service or Support service, as applicable, 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 Software Term, Hosted Service Term or Support Term, as applicable, and (ii) if the

Initial Term is one (1) year or longer, each Software license, Hosted Service or Support service, as applicable, 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 Software Term, Hosted Service Term or Support Term, as applicable. With respect to a Software license (non-perpetual), the Initial Term and any renewal terms of such Software license are collectively referred to as the "Software Term". With respect to a Software license (perpetual), the "Software Term" is perpetual. With respect to a right to access and use a Hosted Service, the Initial Term and any renewal terms of such Hosted Service are collectively referred to as the "Hosted Service Term". With respect to a Support service, the Initial Term and any renewal terms of such Support service are collectively referred to as the "Support Term".

d. Effect of Expiration or Termination. Upon expiration or earlier termination of a Product for any reason, the license or right to access and use, as applicable, such Product granted to End User will also terminate. Upon termination of the license or right to access and use, as applicable, End User must immediately cease using the applicable Software, Hosted 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.

7. Term Commencement Date (TCD) (Software (non-perpetual), Hosted Services and Support). The TCD for a Software license (non-perpetual), Hosted Service or Support service, as applicable, 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 Software Term, Hosted Service Term or Support Term, as applicable, commences and (ii) the date the Software, Hosted Service or Support service, as applicable, is made available to End User for use and (b) the date that the Software, Hosted Service or Support service, as applicable, is used by End User. In the event an Order Form specifies a date range for the Initial Term of the Software license, Hosted Service or Support 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 Software license, Hosted Service or Support service, as applicable, is a different date than the date specified in the Order Form as the date on which the Initial Term of the Software license, Hosted Service or Support service, as applicable, commences (e.g., the TCD is January 5 of year 1 instead of January 15), the Initial Term of such Software license, Hosted Service or Support service, as applicable, shall commence on the TCD for such Software license, Hosted Service or Support service, as applicable, and continue for the period of time that the Initial Term of such Software license, Hosted Service or Support service, as applicable, 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. Warranties.

a. Software Warranties. Subject to Section 14.j, Reseller warrants to End User that Software will function materially in accordance with the Documentation for a period of thirty (30) days from commencement of the Software Term with respect thereto (the "Warranty Period"). Any failure of the Software to function materially in accordance with the Documentation during the Warranty Period for such Software (except as set out in Section 14.j) shall be a "non-

conformity". In the event End User sends written notice to Reseller during the Warranty Period notifying Reseller of any non-conformity with respect to the Software (the "Non-Conformity Notice"), Reseller will use commercially reasonable efforts to remedy such non-conformity. Except as set forth in the Support Terms with respect to the Software, if any, this Section 8.a states Reseller's sole obligation, and End User's sole and exclusive remedy, in connection with any failure of the Software to function in accordance with the Documentation.

b. **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.

c. **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.

9. **Hardware.** Neither Reseller nor Appgate are the manufacturer of any Hardware resold by Reseller to End User hereunder. Notwithstanding anything in the Schedule Agreement to the contrary, Hardware is resold "as is" without indemnification, support or warranties of any kind, provided, that, Reseller will use commercially reasonable efforts to assign to End User all assignable warranties and indemnities granted by the party that Reseller or Appgate purchased such Hardware from. In no event will Reseller or Appgate be liable for any losses, costs, expenses or damages whatsoever, including, without limitation, direct, incidental, special, indirect, or consequential damages, loss of business, loss of profits, loss of data, or tortious conduct relating to, or arising from the Hardware.

## 10. Intellectual Property Ownership; Feedback.

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.

11. **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.

12. **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.

13. **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.

## 14. Definitions.

a. "Authorized User" means an employee, representative or agent of End User who is authorized by End User to access and use the Software licensed hereunder or Hosted Services purchased hereunder, as applicable, and Documentation applicable to such Software or

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Hosted Service, as applicable, solely in connection with the use of such Software or Hosted Service, as applicable. In the event an Order Form sets forth limitations on the number and/or type of Authorized Users permitted with respect to the Software licensed thereunder or Hosted Service purchased thereunder, as applicable, 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 Software, Hosted 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 Software or Hosted Services, as applicable.

d. "Hosted Service" means Software licensed by End User under an Order Form which will, in whole or in part, be hosted by Reseller on behalf of End User and made available for access by End User via the Internet as a service.

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 Software or Hosted Service, as applicable, 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 Software or Hosted Service, as applicable (e.g., maximum number of computers that the Software may be installed on or that may access the Hosted Service, limitation on locations that the Software may be used at or the Hosted Services may be accessed from).

g. "Schedule Agreement" means (i) the MA (but only to the extent the MA applies to this Schedule) and (ii) this Schedule.

h. "Software" means the Appgate software, in object code format, licensed by Reseller to End User under an Order Form, and, in the event End User is entitled to receive Support for such Software,

includes all updates, bug fixes, patches, error corrections and other minor enhancements or improvements thereto that are generally makes available free of charge to all licensees of the Software during End User's Support Term therefor.

i. "Support" means the maintenance and support services specified in the Support Terms.

j. "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 Software or Hosted Services licensed or 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 (a) 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 one of the items in the immediately following sentence and (b) Section 8.a to the contrary, the warranty shall not apply to any non-conformity to the extent resulting from one of the items in the immediately following sentence. (1) Any use of the Software or Hosted Services, as applicable, other than in accordance with the Documentation and the Schedule Agreement, (2) a modification to the Software or Hosted Services, as applicable, 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 Software or Hosted Services, as applicable, in violation of applicable law, (5) use of the Software or Hosted Services, as applicable, 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), (6) End User's or any Authorized User's failure to use any new or corrected version of the Software or Hosted Services, as applicable, made available by Reseller or Appgate to End User (provided, that, Support will continue to be provided for an older version if the Support Terms expressly state that Support will be provided for such older version), (7) a defect in the version of the Software or Hosted Service, as applicable, being used by End User that has been corrected in a new or corrected version of the Software or Hosted Service, as applicable, 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 Software or Hosted Service, as applicable, being used by End User), or (8) End User's or any Authorized User's negligence or willful misconduct.