



Appgate Software Schedule (Products being Purchased by Customer through Menlo Security, Inc.)

This Appgate Software Schedule (this "Schedule") is entered into by and between Appgate Cybersecurity, Inc., a Delaware corporation ("Appgate"), and Customer, and is effective on the Effective Date for this Schedule. This Schedule is governed by that certain Appgate Master Agreement (the "MA") entered into by and between Customer and Appgate, or its Affiliate, located at <https://www.appgate.com/legal/Menlo-terms>. In the event the MA is entered into by an Affiliate of Appgate, then the MA shall apply to this Schedule as if Appgate was a party thereto in lieu of the Affiliate of Appgate. Capitalized terms used, but not defined herein, shall have the meaning ascribed thereto in the MA.

1. Products; Fees.

a. **Products.** This Schedule sets forth the terms generally applicable to all Software, Hosted Services, Professional Services, Hardware and Support provided hereunder (whether included as part of another Product provided hereunder or provided separately hereunder) (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. Customer may receive Products from Appgate, or an Affiliate thereof.

b. **Fees.** Customer will pay all fees agreed to be paid by Customer to Appgate pursuant to the Schedule Agreement.

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 Rebiller on behalf of Customer, Appgate grants Customer a non-exclusive, non-transferable (except as expressly permitted in the Schedule Agreement) and non-sublicensable license to use such Software during the 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, Appgate also grants to Customer 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 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 Customer to use the Documentation applicable to such Software or Hosted Service, as applicable, solely in connection with Customer's use of such Software or Hosted Service, as applicable.

b. **Reservation of Rights.** Appgate reserves all rights not expressly granted to Customer 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 Customer 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 Appgate makes reference to words such as *sale* or *purchase* herein.

3. Use; Restrictions on Use; Customer Responsibilities.

a. **Use; Restrictions on Use.** Customer 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. Customer 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. Customer acknowledges that a threatened or actual breach by it of this Section 3.a may result in immediate, irreparable harm to Appgate for which monetary damages may not be adequate compensation and, consequently, that Appgate shall be entitled, in addition to all other remedies available to it at law or equity, to seek (without any requirement to post bond) injunctive or other equitable relief to prevent such threatened or actual breach. Appgate may deploy the Software and/or Hosted Services with license key or other technology that prohibits use of the Software or Hosted Services, as applicable, beyond the applicable term, license parameters or grant of right to access and use.

b. **Customer Responsibilities.** Customer is responsible and liable for all uses of the Software, Hosted Services and Documentation, as applicable, resulting from access provided by Customer, 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, Customer 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 Customer will be deemed a breach of the Schedule Agreement by Customer.

4. **Installation; Configuration; Instruction; Support.** Unless otherwise specified in an Order Form, Appgate has no responsibility for (a) assisting Customer in installing or configuring any of the Software or Hosted Services, or (b) providing Customer 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, Appgate has no

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responsibility for providing Customer Support for a perpetual Software license.

5. Professional Services.

a. Professional Services. Appgate will provide Customer with professional services ("Professional Services") purchased by Rebiller on behalf of Customer.

b. Customer's Obligations. Customer must: (i) provide Appgate personnel with such information, cooperation and support as may reasonably be required for Appgate to provide the Professional Services, (ii) permit Appgate personnel to access such of Customer's systems, networks, premises and property as is necessary to perform the Professional Services, and ensure that Appgate 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 Appgate'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 Appgate personnel engaged in providing the Professional Services at Customer's premises.

c. Work Product. Each Order Form may specify "Work Product" to be provided by Appgate. Once Appgate has received full and final payment for "Work Product", anything specified in an Order Form as "Work Product" will become the property of Customer at the moment such item is fixed in a tangible medium, all rights, title and interest therein will vest in Customer and Appgate shall permanently assign and transfer to Customer any and all of Appgate's 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, Customer 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 being provided or to be provided under this Schedule.

c. 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 by Appgate to Customer will also terminate. Upon termination of the license or right to access and use, as applicable, Customer 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 Appgate's request, Customer will certify in

writing to Appgate that Customer has performed the foregoing obligation.

7. Suspension of Services. Appgate may immediately suspend Products if Customer fails to make any payment when due under the Schedule Agreement and such failure continues for ten (10) days after Customer's receipt of written notice of such failure from Appgate. In the event of any suspension of Products by Appgate pursuant to this Section 7, Customer shall continue to be obligated to pay to Rebiller the fees for the Products during such period of suspension. If Appgate suspends a Product pursuant to this Section 7, unless Appgate has subsequently terminated such Product in accordance with the terms of the Schedule Agreement, Appgate will resume the suspended Product as soon as reasonably practical after Appgate is reasonably satisfied that the reason giving Appgate the right to suspend has been cured. Appgate will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of Appgate's suspending Products pursuant to this Section 7.

8. Warranties.

a. Software Warranties. Subject to Section 15.j, Appgate warrants to Customer that Software will function materially in accordance with the Documentation for a period of thirty (30) days from commencement of the 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 15.j) shall be a "non-conformity". In the event Customer sends written notice to Appgate during the Warranty Period notifying Appgate of any non-conformity with respect to the Software (the "Non-Conformity Notice"), Appgate will use commercially reasonable efforts to remedy such non-conformity. In the event Appgate fails to remedy such non-conformity or provide a mutually agreed work around within thirty (30) days after its receipt of the Non-Conformity Notice, either party may terminate such non-conforming Software and any Support services directly related to such non-conforming Software by providing written notice to the other party, provided, that, the terminating party exercises its right to terminate before Appgate is able to remedy such non-conformity. Notwithstanding the foregoing, Customer shall not have the right to terminate such non-conforming Software or Support services, as applicable, in the event Customer fails to provide Appgate all information reasonably requested by Appgate to resolve the non-conformity. In the event of any delay in Customer providing Appgate any such information, the thirty (30) day period for Appgate to remedy such non-conformity or provide a mutually agreed work around shall be deemed extended by the number of days of such delay. Except as set forth in the Support Terms with respect to the Software, if any, this Section 8.a states Appgate's sole obligation, and Customer's sole and exclusive remedy, in connection with any failure of the Software to function in accordance with the Documentation.

b. Professional Services Warranties. Appgate warrants that (i) it and the Appgate 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.** Appgate warrants that (i) it and the Appgate 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.** Appgate is not the manufacturer of any Hardware resold by Appgate to Customer 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, Appgate will use commercially reasonable efforts to assign to Customer all assignable warranties and indemnities granted to Appgate by the party that Appgate purchased such Hardware from. In no event will 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.** Customer acknowledges that, as between Customer and Appgate, Appgate owns all right, title and interest, including all intellectual property rights, in and to Appgate Intellectual Property.

b. **Feedback.** Appgate encourages Customer 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 Customer 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 Customer'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. Customer hereby assigns to Appgate on Customer'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.** Customer 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 Customer hereunder and Customer's compliance with the Schedule Agreement. Appgate may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by the Schedule Agreement. If such inspection and audit reveals that Customer has underpaid Appgate with respect to any amounts due and payable during the term of the Schedule Agreement, Customer shall promptly pay to Appgate the amounts necessary to rectify such underpayment, together with interest in accordance with the MA, and reimburse Appgate for the costs of conducting such audit.

In the event any such underpayment is the result of Customer's use of Software or Hosted Service expanding beyond the Permitted Use or number of permitted Authorized Users, the amounts owed by Customer to Appgate for such underpayment shall be based on Appgate's then-current list prices applicable to such expanded use. 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"). Customer 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 Customer 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. Customer 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 Customer use the Products, underlying software or technology, or the Documentation, directly or indirectly, in connection with any prohibited party. Customer 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. **Modifications to Support Terms.** Unless a modification is required by applicable law or industry standard, if Appgate modifies applicable Support Terms pursuant to the definition of "Support Terms" in Section 15 ("Support Terms Change") and Customer believes that its use of a Product (other than Hardware) is, or its rights or obligations with respect to a Product (other than Hardware) are, materially and adversely affected by the Support Terms Change, Customer may, at any time prior to the effective date of such Support Terms Change, send written notice to Appgate indicating such Product(s) and including details sufficient to demonstrate the adverse material affect. With respect to any Products (other than Hardware) set forth in Customer's written notice that Customer and Appgate mutually agree that the Support Terms Change materially and adversely affects Customer's use

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of such Products, or Customer's rights or obligations with respect to such Products (the "Affected Products"), Appgate may (a) agree to waive the applicability of the Support Terms Change with respect to the Affected Products, provided, that, any such waiver shall not be made by Appgate until the parties execute an amendment to the Schedule Agreement setting forth the terms of such waiver, or (b) decline to waive the applicability of the Support Terms Change with respect to the Affected Products. In the event Appgate declines to waive the applicability of the Support Terms Change with respect to the Affected Products, Customer may, within thirty (30) days of receipt of Appgate's written notice of Appgate's election to do so, terminate the Affected Products by providing written notice of such termination to Appgate, with such termination to be effective as of the date set forth in Customer's written notice to Appgate, but no later than ninety (90) days from Customer's receipt of such notice from Appgate.

15. Definitions.

a. "Authorized User" means an employee, representative or agent of Customer who is authorized by Customer to access and use the Software or Hosted Services provided hereunder, as applicable, and Documentation applicable to such Software or 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, Customer 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 Customer 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 Customer or any Authorized User in connection with the foregoing and any other Appgate intellectual property.

c. "Documentation" means Appgate's 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 Rebiller from Appgate on behalf of Customer under an Order Form which will, in whole or in part, be hosted by Appgate on behalf of Customer and made available for access by Customer via the Internet as a service.

e. "Order Form" means an order form, quote, statement of work or other ordering document that includes the types and details of the specific Products ordered by Rebiller on behalf of Customer and agreed to be provided by Appgate.

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 Customer 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), (ii) this Schedule, (iii) all applicable Support Terms and Documentation, and (iv) any other document governed by, or that is incorporated by reference into, the MA (but only to the extent such document applies to this Schedule), this Schedule or any of the documents referred to in subclause (iii) hereof.

h. "Software" means the software, in object code format, licensed by Rebiller from Appgate under an Order Form on behalf of Customer, and, in the event Customer is entitled to receive Support for such Software, includes all updates, bug fixes, patches, error corrections and other minor enhancements or improvements thereto that Appgate generally makes available free of charge to all licensees of the Software during Customer's 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 Rebiller from Appgate on behalf of Customer which may be modified by Appgate from time to time by posting updated support terms at such website or a successor website and providing at least thirty (30) days advance notice to Customer. In the event such notice does not specify the date such modification is effective as of, such modification shall be effective thirty (30) days after Customer's receipt of such notice. Notwithstanding anything in (a) the Support Terms to the contrary, in no event shall 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 Customer or any other party acting on behalf of Customer, (3) any customer 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, (6) Customer'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 Appgate to Customer (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 Customer that has been corrected in a new or corrected version of the Software or Hosted Service, as applicable, that has been made available by Appgate to Customer (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 Customer), or (8) Customer's or any Authorized User's negligence or willful misconduct.