

MASTER SOLUTIONS AGREEMENT GSA AND US FEDERAL GOVERNMENT ONLY

This Master Solutions Agreement (this “**Agreement**”) is made and entered into as of the date indicated below (the “**Effective Date**”) by and between Fortra, LLC, on behalf of itself and its affiliated entities (collectively, “**Fortra**”), and _____ (“**Client**” or “**You**”). This Agreement sets forth the standard terms and conditions applicable to the services, software, and/or appliances (collectively, “**Solutions**”) ordered by Client. This Agreement incorporates by reference any Solution specific schedules, addendums, and/or order forms and any such referenced and incorporated ancillary document shall form part of this Agreement. Fortra and Client are each a “**Party**” and may be referred to collectively as the “**Parties**”.

1. **Solutions.**

Subject to the terms and conditions of this Agreement, Fortra shall provide Client with the Solution(s) described on a Solution transactional document, including but not limited to a quotation or statement of work (an “**Order Form**”). Fortra shall perform or make each Solution available to Client in accordance with the applicable Order Form and incorporated Solution Specific Schedule. “**Solution Specific Schedule**” means the prepared descriptions, specifications, service levels, and/or materials as applicable for each Solution. Upon mutual agreement of the Parties, Client affiliates may order Solutions in accordance with the terms of this Agreement by executing one or more Order Forms referencing this Agreement. Each Party shall comply at its own expense with all applicable laws and regulations relating to the provision of the Solutions. “**Service**” means a managed service, a cloud service or software-as-a-service hosted by Fortra, as defined on the applicable Schedule. “**Professional Services**” are other services as defined in the applicable Schedule or Order Form.

2. **Fees; Payment; and Taxes.**

This Section 2 applies only if the Services are purchased directly from Fortra. For clarity, Section 2 does not apply to subscription Solutions purchased through an authorized reseller of Fortra.

Fees and Payment. Unless otherwise provided on an Order Form in accordance with the GSA Schedule Pricelist: (a) Fortra shall invoice Client for all Solution fees annually, upon beginning of the Service term, (b) Client shall pay all fees within thirty (30) days after receipt of the applicable invoice and in U.S. dollars, and (c) Vendor shall state separately on invoices taxes excluded from the fees, and the Client agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Any undisputed amount not paid by Client when due shall bear an interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. Such interest penalty shall be computed in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

Taxes. Client is responsible for the payment of any taxes determined to be applicable by the Contracting Officer related to the purchase of a license to any Solution. The fee set forth on the Order Form shall be inclusive of all applicable Federal, State and local taxes and duties, if any, pursuant to FAR 52-212-4(k). Fortra may be required to collect and remit such taxes from Client unless Client provides Fortra with a valid tax exemption certificate pursuant to FAR 52.229-4(h). Amounts due under this Agreement are payable to Fortra without deduction.

3. **Proprietary Rights and License.**

Fortra Property. Fortra retains ownership of all intellectual property and proprietary rights in its Solutions, services, software, hardware and appliances, systems, methods, threat intelligence and assessments, statistical information, data, analytics, know-how, APIs and feeds, tools, applications, research, works of authorship, content, security training materials, videos, campaign templates and creations, confidential information, feedback, and all enhancements, modifications, and updates thereto, and all other related proprietary information and any threat information received and related to its business operations and Solutions (collectively, “**Fortra Property**”).

Fortra Licenses. Subject to the terms of this Agreement, Fortra hereby grants Client and its Authorized Users a limited license during the term set forth on the applicable Solution Order Form (the “**License Term**”): (a) to use, reproduce, and download the content of any delivered Solution reports, alerts, or feed data in connection with Client’s internal business operations; (b) to use, copy, and distribute Solution provisioning and technical documentation (“**Documentation**”), related to the subscribed Solution to Client’s employees and

approved contractors in order to implement, monitor, and carry out its obligations under the terms of this Agreement and/or the applicable Order Form; (c) to access and use in object code/executable form only Fortra's application programming interfaces, web portals, and/or software as applicable to any of the subscribed Solutions. Client shall not take any action inconsistent with the rights reserved, and the license rights granted herein.

Client Confidential Information and Client Data. Client retains ownership of Client's Confidential Information and Client Data. "**Client Data**" means, excluding Fortra Property, all data unique to Client which is provided by Client to Fortra as part of a purchased Solution and which is necessary for Fortra to perform its obligations under an applicable Order Form. Client hereby grants Fortra a license to use Client's Confidential Information and Client Data, as necessary to perform (or troubleshoot or improve) any of its Solutions.

4. Client Representations; Covenants; and Suspension.

Client General Representations. Client represents and warrants that it: (a) has all rights, consents, and authorizations necessary to provide all Client Data, information, and branding materials to Fortra for use in the provision of a Solution, and that such disclosures by Client and use by Fortra, if any, shall not violate any law or regulation of all applicable jurisdictions or any rights of third-parties; (b) shall keep all employee and other Authorized User credentials confidential and not disclose any such credentials to any third party.

Excluded Data. Client acknowledges that Fortra does not require Excluded Data in order to provide the Solution. Client represents and warrants that: (a) it has not and will not transmit Excluded Data, or permit transmission of Excluded Data, to Fortra; and (b) to the best of its knowledge, Client Data does not and will not include Excluded Data. "**Excluded Data**" means: (1) ITAR (International Traffic in Arms Regulations) related data; (2) payment or financial data (including credit cards, debit cards, and bank account information) or data otherwise subject to the Gramm-Leach-Bliley Act or Payment Card Industry Data Security Standards; (4) "Protected Health Information" under the Health Insurance Portability and Accountability Act of 1996, as amended; (5) social security number, tax file number, passport number, driver's license number, or similar identifier (or any portion thereof); or (6) data that is not encrypted by Client in transit to Fortra.

Authorized Users. Client must not allow access to, or use of, a Solution by anyone other than Authorized Users. "**Authorized Users**" means Client's employees or approved contractors who are authorized by Client to access and use a licensed Solution and who have been supplied access credentials for such purpose. Client is responsible for its Authorized Users' access and use of a Solution and for their compliance with this Agreement.

Client Covenants. Client covenants that it will not: (a) license, sell, rent, lease, transfer, assign, distribute, time-share, or otherwise commercially exploit a Solution or make a Solution available to any third-party, other than to Authorized Users, or as otherwise contemplated by this Agreement; (b) use a Solution to collect, transmit, or process any material that is infringing, obscene, threatening, libelous, or otherwise unlawful or tortious, including material that is harmful to children or violates third-party privacy rights; (c) attempt to gain unauthorized access to a Solution or its related systems or networks; (d) use or knowingly permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of a Solution or its related systems or networks; (e) access or use a Solution for the purpose of building a similar or competitive product or service; (f) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile a Solution or any part thereof or otherwise attempt to discover any source code, trade secrets, or modify a Solution; (g) use any Fortra Property in Client's marketing or press or online materials without express written consent from Fortra; (h) remove or destroy any copyright notices, other proprietary markings or confidentiality legends placed on or made available through a Solution; (i) upload or distribute any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Solution; (j) take any action that imposes an unreasonably or disproportionately large load on the sites, servers, or networks connected to the Solution; (k) access or use any other clients' or their users' data through the Solution; or (l) use a Solution in any manner or for any purpose inconsistent with this Agreement including any Solution Specific Schedule.

Right of Suspension. Fortra reserves the right, in its sole discretion, to decline the provision of service and/or to temporarily suspend Client's access to, or delivery of, a Solution (in whole, or in part, including by way of example, an individual Authorized User's account): (a) to any Client or Authorized User who is (or is believed to be) in violation of this Agreement; (b) to any Client or Authorized User who poses a threat to the security of Fortra or the operation of a Solution; (c) to any Client or Authorized User who exposes Fortra to potential damages; or (d) to any Client or Authorized User who uses a Solution for product sales, marketing, product research and development, or product quality assurance purposes.

5. Solution Updates and Support.

Unless otherwise provided in this Agreement, a Solution Specific Schedule, or an Order Form, updates or enhancements. This Agreement will apply to any updates, upgrades, enhancements, new modules, or offerings subsequently provided by Fortra to Client as

part of any purchased Solution. Fortra shall decide the frequency and nature of the Solution updates and enhancements, if any. Client agrees to promptly install all enhancements and updates made available by Fortra. Fortra shall provide Solution support in compliance with the applicable Solution Specific Schedule which may be modified at any time by Fortra provided that such support levels are not degraded.

6. Solution Limited Warranty and Disclaimer.

Limited Warranties. Fortra warrants that the Solution, excluding a Service, shall materially conform to its specifications as provided on a Solution Specific Schedule for a period of ninety (90) days commencing on the initial Solution License Term specified on an Order Form and a Service will be performed in a good and workmanlike manner consistent with generally accepted industry standards for the period for a period of ten (10) days unless set forth on the applicable Schedule. The warranty set forth in this Section 6 shall be void to the extent that a failure of the Solution to perform as warranted is caused by or results from: (a) modification of the Solution by anyone other than Fortra, or Fortra's authorized representatives; (b) combination, operation or use of a Solution with Client's or a third party's applications, software, protocol, algorithm, or systems, unless the foregoing were furnished by Fortra; (c) misuse, abuse, willful misconduct or negligence by anyone other than Fortra, or Fortra's authorized representatives; or (d) use of a Solution other than in accordance with the terms of this Agreement and/or a Solution Specific Schedule. “

Limited Warranty Remedy. Client's sole and exclusive remedy and Fortra's entire liability for any breach of this Section 6 shall be to reperform the Service or to use commercially reasonable efforts to modify the Solution, unless otherwise as set forth on the applicable Schedule.

Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, FORTRA DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTIONS AND FORTRA HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. Client understands that a Solution may be interrupted due to regular maintenance services, upgrades, emergency repairs, or failure of telecommunications links and/or equipment. Fortra shall not be responsible for delays in remediation caused by Client's failure to respond to requests by Fortra.

A Solution may enable Client to add or access links to websites and to access content, products, and services of third-parties, including users, advertisers, affiliates and sponsors of such third-parties. Fortra is not responsible for any third-party website or third-party content provided on or through a Solution and Client bears all risks associated with the access and use of such websites and third-party content, products and services.

7. Confidentiality.

Confidential Information. “**Confidential Information**” means all non-public, confidential or proprietary information, in whatever form or medium, disclosed before, on or after the Effective Date, by one Party to the other Party or its affiliates, or to any of such Party's or its affiliates' employees, officers, directors, partners, members, shareholders, agents, attorneys, accountants, contractors or advisors, and shall include, but not be limited to, Fortra Property, non-public Client Data, information relating to a Party's business concepts, non-public or personal information about customers, merchandising methods, ideas, processes, formulas, data programs, know-how, improvements, discoveries, business plans, financial information and compilations, developments, designs, inventions, techniques, marketing plans, strategies, forecasts, potential new product information, budgets, technology, projections, pricing strategies, costs, customer and supplier information, and all other information defined as a “trade secret” under the laws of the applicable jurisdictions. Confidential Information does not include any information that the receiving Party can establish: (a) was known to the receiving Party prior to receiving the same from the disclosing Party, free of any restrictions and in connection with this Agreement; (b) is independently developed by the receiving Party without reference to the other Party's Confidential Information; (c) is acquired by the receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving Party.

Confidential Information Protection Obligations. Each Party reserves any and all right, title and interest that it may have in or to any Confidential Information that it may disclose to the other Party under this Agreement. The receiving Party will protect Confidential Information of the disclosing Party against any unauthorized use or disclosure to the same extent that the receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event less than a reasonable standard of care; provided that the Confidential Information of the disclosing Party is conspicuously marked or otherwise identified as confidential or proprietary upon receipt by the receiving Party or the receiving Party otherwise knows or has reason to know that the same is Confidential Information of the disclosing Party. The receiving party will use any Confidential Information of the disclosing party solely for the purposes for which it is provided by the disclosing Party. This paragraph will not be interpreted or construed to prohibit any use or disclosure of Confidential Information to the extent: (a) necessary or appropriate in connection with the receiving Party's performance

of its obligations or exercise of its rights under this Agreement or any other agreement between the Parties; or (b) required to be disclosed by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that if not prohibited from doing so, the receiving Party uses reasonable efforts to give the disclosing Party reasonable advance notice thereof (e.g., so as to afford the disclosing Party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure). Fortra and Client agree that upon the request of the disclosing Party, the receiving Party will: (x) promptly return to the disclosing Party or destroy all materials furnished by the disclosing Party containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of the receiving Party, and provide written certification that all such Confidential Information has been returned to the disclosing Party, or (y) promptly destroy all materials furnished by the disclosing Party containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of the receiving Party, and provide written certification that all such Confidential Information has been destroyed by the receiving Party, except copies stored for standard back up and retention or for legal purposes. Fortra recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

8. Audit; Cooperation.

Audit. Fortra shall have the right to engage for itself or an independent third party bound by confidentiality to perform an audit in order to verify Client’s compliance with this Agreement subject to Government security requirements. The costs in connection with the audit will be borne by Fortra. The audit shall be conducted subject to Government security requirements, during Client’s normal business hours and in such a manner as to avoid unreasonable interference with Client’s business operations

Cooperation. Client must follow all reasonable instructions provided by Fortra in relation to Client’s access or use of the Solutions, including, but not limited to any Solution Specific Schedules, Documentation, operating manuals, and record keeping requirements. In addition, Client shall provide Fortra all necessary information regarding its access or use of the Solutions as may be required by any regulator or Fortra in order to comply with applicable laws and regulations.

9. Term and Termination.

Term of Agreement. Unless terminated sooner as provided in this Agreement, the initial term of this Agreement shall be for a period of one (1) year commencing on the Effective Date of this Agreement (the “**Initial Term**”). Thereafter, this Agreement may renew for successive one (1) year periods by executing a written order for the successive renewal term. To the extent a License Term for a Solution has not expired or terminated under an Order Form prior to the expiration or termination of the Initial Term or any subsequent term (each, a “**Term**”), then the Term shall continue only with respect to such Solution until all License Terms for Solutions under such Order Forms have been completed or the Solution Order Form is terminated pursuant to the provisions of this Agreement. The Parties understand and agree that this Agreement shall automatically terminate six (6) months after the last Order Form then in effect terminates or expires.

Term of a Solution Order Form. If the License Term is not specified in the Order Form, the License Term will be deemed to have a duration of twelve (12) months. Upon expiration of the initial License Term, the License Term of the Order Form may renew for successive periods by executing a written order for the successive renewal term (the “**Renewal Term**”). Such Renewal Terms will be under the terms and conditions of the initial term, unless Fortra and Client agree to amended terms and conditions and/or a pricing increase at least sixty (60) calendar days prior to the beginning of the Renewal Term. In such an event, the amended terms and conditions and/or the pricing increase will apply to the Renewal Term.

Termination for Breach. When the Client is an agency or instrumentality of the U.S. Government, recourse against the United States for any alleged breach of this Agreement must be brought pursuant to FAR 52-233-1 as a dispute under the contract Disputes Clause (Contract Disputes Act of 1978, as amended at 41 U.S.C. §§7101-7109). During any dispute under the Disputes Clause, Fortra shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under this Agreement, and comply with any decision of the Contracting Officer.

Termination for cause. The Client may terminate this contract, or any part hereof, for cause under FAR 8.406-4, provided that there are no disputes from Fortra under FAR 8.406-6.

Termination for Convenience. Notwithstanding the terms of the foregoing clauses, in the event this Agreement is terminated for convenience under FAR 52.249-2 or default by Client, in no event shall Fortra be required to (a) refund any of the fees paid to it for the Solution delivered prior to termination, and/or (b) transfer title to the Solution. For the purposes of this paragraph, the Solution shall be deemed “delivered” as of the date the Solution is made available to Client.

Consequences of Termination. Immediately upon termination of this Agreement or a particular Order Form: (a) the licenses granted to either Party shall immediately terminate; (b) Client shall cease to use the applicable Solution(s) and, if applicable, Fortra shall cease hosting and supporting the Solution(s) for Client. Upon termination or expiration of this Agreement or an Order Form. After such 30-day period, Fortra shall have no obligation to maintain or provide any Client Data and will thereafter, unless legally prohibited, delete all Client Data in its systems or otherwise in its possession or under its control.

10. Indemnification.

Fortra Indemnity. Fortra shall have the right to intervene to defend Client, and Client's affiliates, and their respective officers and directors, employees and agents against any third-party claim that alleges that the use of a Solution as contemplated hereunder infringes any valid issued United States patents or United States registered copyrights, and Fortra shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third-party or otherwise agreed to in settlement of such claim by Fortra. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S. Government, pursuant to its jurisdictional statute 28 U.S.C. §516.

If a Solution becomes, or in Fortra's opinion is likely to become, the subject of an infringement or misappropriation claim, Fortra may, at its option and expense, either (a) procure for Client the right to continue using the Solution; (b) replace or modify the Solution so that it becomes non-infringing, or (c) terminate Client's right to use the Solution and provide Client a refund or credit of the amounts actually paid Client to Fortra for the Solution less a reasonable allowance for the period of time Client has used the Solution. Fortra shall have no obligation with respect to any infringement or misappropriation claim based upon: (1) any use of the Solution not in accordance with this Agreement, an applicable Solution Specific Schedule, or for purposes not intended by Fortra; (2) any use of the Solution in combination with other products, equipment, software, or data not supplied by Fortra; (3) any use of any release or version of the Solution other than the most current release or version made available to Client; or (4) any modification of the Solution made by any person other than Fortra. This Section 10 states Fortra's entire liability and Client's sole and exclusive remedy for infringement and misappropriation claims and actions.

Process. Fortra's duty of indemnification under this Section 10 are conditioned on: (a) the Client giving Fortra prompt written notice of each third-party claim; and (b) the Client providing its full cooperation in the defense of such third-party claim, if requested by Fortra and at the Fortra's expense.

11. Limitation of Liability.

IN NO EVENT WILL EITHER PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING USE OF OR INABILITY TO USE A SOLUTION, OR ANY MATERIALS CONTAINED IN OR ACCESSED THROUGH A SOLUTION, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY CLIENT ON ANY INFORMATION OBTAINED FROM FORTRA, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO FORTRA' RECORDS, PROGRAMS OR SERVICE, OR INCLUDING PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE AND PERSONAL COMPUTING DEVICES, TRANSMISSION OF ELECTRONIC COMMUNICATIONS OVER THE INTERNET OR OTHER NETWORKS, AND THIRD PARTY HOSTING SERVICE PROVIDERS. IN NO EVENT SHALL FORTRA'S LIABILITY TO CLIENT AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY CLIENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (A) PERSONAL INJURY OR DEATH RESULTING FROM FORTRA'S GROSS NEGLIGENCE; (B) FOR FRAUD; OR (C) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

12. Export Control and Government.

Export Control. Client acknowledges that the Solutions are subject to export control laws in the United States, the United Kingdom and elsewhere. Client shall comply with all applicable export laws, obtain all applicable export licenses, and will not export or re-export

any part of a Solution to any country in violation of such restrictions. Client acknowledges that the Solutions licensed pursuant to this Agreement may also be subject to export controls applicable to cybersecurity items under the U.S. Export Administration Regulations (“EAR”). Client shall not use the Solution, or allow the same to be used, to affect the confidentiality, integrity, or availability of information or information systems, without authorization by the owner, operator, or administrator of the information system (including the information and processes within such systems). Client further represents and warrants that it will not export, re-export, or transfer (in country) the Solution and its components to be used to affect, without authorization, the confidentiality, integrity, or availability of information or information systems; nor does the Client know or have reason to know that the Solution and its components will be put to such use; nor is Client or its Authorized Users named on any U.S. government list of entities or persons prohibited from receiving exports. Without limiting the generality of the foregoing, Client shall not permit any third party to access or use the Solution in, or export software to, a country subject to a United States embargo or in violation of a United States sanction.

The information provided within the Solutions is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Fortra to any registration requirement within such jurisdiction or country. Fortra reserves the right to limit the availability of the Solution or any portion of the Solution, to any person, geographic area, or jurisdiction, at any time and in Fortra’s sole discretion.

Anti-Corruption Laws. Client represents and warrants that it has not taken, and will not take, any action that would cause Fortra, and its subsidiaries or affiliates, to violate any anti-corruption law, including but not limited to the United States Foreign Corrupt Practices Act, the UK Bribery Act, and all other applicable anti-corruption laws.

Commercial Item. Client acknowledges that the Solutions are “**Commercial Item(s)**”, as that term is defined at 48 C.F.R. § 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §§ 12.212, 227.7202-1 through 227.7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-users pursuant to the terms and conditions in this Agreement.

13. General Provisions.

The Parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint ventures, employer-employee, master-servant, or franchisor-franchisee between the Parties. This Agreement, together with each Solution Specific Schedule and Order Forms, contains the entire agreement of the Parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by an authorized representative of each Party. In the event of a conflict between the terms in an Order Form, a Solution Specific Schedule, and this Agreement, the following order of precedence shall control unless otherwise expressly provided in this Agreement: (a) the terms of the applicable Solution Specific Schedule, if any; (b) the terms of this Agreement; (c) the terms of an Order Form. All additional and conflicting terms and conditions presented with or in any communication, including but not limited to Client’s purchase orders (“P.O.”) are hereby rejected and shall be deemed null and void. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect. Client may not assign or otherwise transfer any of its rights or obligations hereunder, by operation of law or otherwise, and any assignment or transfer is null and void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns in accordance with the provisions set forth at FAR 42.1204. Client agrees that Fortra may identify Client by name as a customer of Fortra on its website, in presentations, in customer lists, or other material that generally identify customers of Fortra to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. Except for the foregoing, Fortra shall not use Client’s name or logo without Client’s prior written permission. Client shall not use Fortra’s name or logo without Fortra’s prior written permission. In accordance with GSAR 552.212-4(f), neither Party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than fees due hereunder) caused by excusable delays caused by reasons beyond its reasonable control, including acts of God, war, terrorism, pandemics, strikes, failure of suppliers, fires, floods, earthquakes or other force majeure events. All notices and other communications required or permitted under an Order Form or this Agreement or required by law must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, postage prepaid and return receipt requested; or sent via nationally recognized overnight service. Notices to Fortra shall be sent to 11095 Viking Drive, Suite 100, Eden Prairie, MN 55344, Attention: Legal, with a copy to: Contracts@Fortra.com. Notices to Client shall be sent to the address provided on the Order Form. The Parties may designate in writing to the other Party such other places for its receipt of notices in accordance with this Section. All notices shall be in English and shall be effective upon receipt. The Parties agree that this Agreement shall be governed by and construed in accordance with the Federal laws of the United States. If this Agreement is translated into any language other than English then the English language version shall prevail in the event of any conflicts in the documents. Translations are provided for convenience only.

IN WITNESS WHEREOF EACH PARTY HAS EXECUTED THIS AGREEMENT BY ITS DULY AUTHORIZED REPRESENTATIVE AS OF THE LAST DATE SET FORTH BELOW.

FORTRA, LLC.

_____ (“Client”)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Fortra's Alert Logic Solution Specific Schedule

1. The Alert Logic Solution.

1.1. Service Levels. Fortra will use commercially reasonable efforts to provide the Alert Logic Solution pursuant to the SLA. Fortra will provide the remedies listed in the SLA for any failure of the Alert Logic Solution as set forth in the SLA, and subject to the terms and conditions therein. Credits issued pursuant to the SLA apply to outstanding or future invoices only. Fortra is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after expiration or termination of the Agreement.

1.2. Delivery of the Alert Logic Solution. For components of the Alert Logic Solution not requiring a physical Appliance, Fortra will provide a method for Client to activate the Alert Logic Solution. Fortra will ship physical Appliances, if any, to the address for Client on an Order Form. If Fortra provides a physical Appliance to Client, then Client acknowledges that title to such physical Appliance remains with Fortra. Fortra will identify any separate pricing, shipping, and insurance charges for an Appliance in an Order Form. Notwithstanding the foregoing, risk of loss passes upon shipment. Fortra hereby provides a limited warranty to Client that any physical Appliance delivered to Client will be free from defects in materials and workmanship for ninety (90) days following delivery, provided that such physical Appliance is subject to ordinary use and is used in accordance with the terms of the Agreement. The foregoing warranty does not cover the physical Appliance if it is damaged due to Client's improper use of such physical Appliance, including Client's negligence. If a physical Appliance fails to conform to this warranty, then Fortra's sole liability and Client's exclusive remedy is limited to repair or replacement at Fortra's discretion. Client must follow Fortra's instructions when returning a non-conforming Appliance. The above warranty is nontransferable and is only for Client. Notwithstanding the foregoing, Fortra does not make any warranty as to the continued availability of any replacement Appliance. Replacement of a physical Appliance may require Client to obtain a different model of an Appliance. Appliances may contain software packages licensed by third-parties, whether licensed on a proprietary or open source software basis (e.g., the Linux operating system). These packages are not part of the Alert Logic Solution but may be required for the Alert Logic Solution to run and operate in Client's environment. For example, if Client uses a Linux-based operating system, Client may require a Linux-based Appliance.

1.3. Activation and Support.

(A) Provisioning. Client will: (1) ensure that Authorized Users who are knowledgeable regarding Client's information technology systems are available to assist Fortra the provisioning of the Alert Logic Solution, and (2) that information provided to Fortra regarding Client's information technology systems is accurate and complete.

(B) Fortra Support. Client will provide Fortra reasonable access to knowledgeable personnel to answer questions or resolve problems reported by Client regarding the Alert Logic Solution.

(C) Updates, Version Support. To be eligible to receive Solution Services, Client must: (1) promptly implement all updates of the Alert Logic Solution provided by Fortra pursuant to Section 5 of the Agreement; and (2) maintain and run the Alert Logic Solution only on supported versions of applicable third-party hardware and software.

(D) Contact People. Client shall designate certain individuals (the "Client Contacts") within Client's organization to serve as contacts between Client and Fortra. Client shall keep Fortra informed as to any changes in the names and contact information for the Client Contacts. Client will cause the Client Contacts to be adequately trained on the Alert Logic Solution and select Client Contacts who possess the requisite technical expertise, training, and experience to assist in managing the Alert Logic Solution.

2. Data.

2.1. Excluded Data. Client acknowledges that Fortra does not interpret or segment data based upon its contents as a component of the Alert Logic Solution. Client must inform Fortra of any Excluded Data

within Client Data promptly after discovery and take all necessary action to cease the transmission of Excluded Data. Fortra may permanently erase any Excluded Data without further notice to Client and reserves the right to charge Client for such erasure at its then-current professional services rate.

2.2. Erasure. Subject to Fortra's data retention policies or procedures, Fortra may permanently erase Client Data and any other data created through Client's use of the Alert Logic Solution, if Client's account is terminated for 30 days or more, without limiting Fortra's other rights or remedies.

3. Overages. Unless otherwise set forth on an Order Form, Fortra will bill Client for the quantity of Nodes and log data usage as set forth on the Order Form (the "Entitlement") upon the Service Commencement Date, or for a Renewal Subscription, pursuant to Section 9 of the Agreement. In the event Client exceeds its Entitlement during a Subscription Term, it shall have 30 days from notice by Fortra, or an authorized third party from which Client purchased a subscription for the Alert Logic Solution, as applicable (the "Usage Grace Period") to bring its usage within its Entitlement. If Client fails to bring its usage within its Entitlement on or before the expiration of the Usage Grace Period, then Fortra may suspend Client's access to the Alert Logic Solution until the Client has reconfigured its deployment of the Alert Logic Solution to bring its usage within its Entitlement or a separate Order Form is executed to include the additional Node and/or log data usage.

Definitions

"Appliance" means any virtual or physical appliance made available to Client under the Agreement.

"Cloud Software" means such elements of the Alert Logic Solution as are hosted by or on behalf of Fortra on its servers or networks, and which may include APIs, tools, and other remotely hosted services.

"Excluded Data" has the meaning set forth in the Agreement and also includes, for purposes of the Alert Logic Solution, "Personal Data" (as that term is defined under any applicable data privacy or data protection regulation) that is not encrypted in transit and at rest by Client except for Required Personal Data.

"Fortra Property" has the meaning set forth in the Agreement and includes Platform Data.

"Node" means any instances, agents, devices or IP addresses identified or observed by Fortra, including during discovery scans.

"Platform Data" means information or data that is derived by or through the Alert Logic Solution from processing Client Data but is sufficiently distinct from Client Data so that such data cannot be reasonably reverse engineered from the Client Data. Platform Data may include anonymized, pseudoanonymized, or de-identified data.

"Required Personal Data" means the following Personal Data that is specifically requested and required by Fortra in order to perform its obligations under the Agreement including: (a) IP addresses; (b) User IDs or hostnames; or (c) Client Contact information under Section 1.3 of this Alert Logic Solution Specific Schedule.

"Service Commencement Date" if the effective date of the Order Form is on or before the 15th day of the applicable calendar month, then the Service Commencement Date means the first day of the subsequent calendar month. If the Effective Date of the Order Form is after the 15th day of the applicable calendar month, then the Service Commencement Date means the first day of the second subsequent calendar month.

"SLA" means the Alert Logic Solution service level agreement, which may be provided upon requested.

"Alert Logic Solution" means the cybersecurity solution identified in one or more Order Form, which may consist of Appliances, Client Downloaded Alert Logic Software, Cloud Software, and Solution Services.

"Solution Services" means those services provided by Fortra as part of the Alert Logic Solution relating to: (A) implementation, installation, and configuration of the Alert Logic Solution; and/or (B) the detection of certain threats by Fortra's security operations center.

"Client Data" has the definition set forth in the Agreement but excludes Excluded Data and Platform Data.

"Client Downloaded Alert Logic Software" means such elements, agents, or virtual appliances of the Alert Logic Solution as Client is to run on its computers, servers, and endpoints.

Fortra's Core Impact, Cobalt Strike, and Outflank Security Tooling Solution Specific Schedule

Solution Purpose and Authorized Use:

Fortra licenses the Cobalt Strike and/or the Outflank Security Tooling (“OST”) and/or the Core Impact solutions (the “Solutions”) for lawful and ethical penetration testing and/or red teaming purposes to approved customers and Authorized Users. The Solutions are meant for use by an extremely technical and skilled end-user, and it is up to You to make sure that either Solution meets Your needs and behaves in a safe manner for Your authorized and approved use cases as evidenced in the End-Use Statement. You acknowledge and agree that Fortra disclaims all liability for damages caused by Your use of the Solutions, even if Fortra has been advised of such potential damages. Please make sure You read through, understand, and agree with these terms before you access and/or use the Solutions.

You agree to provide Fortra with any information reasonably requested by Fortra about Your use of the Solutions, including, but not limited to, an executed End-Use Statement.

License Term/Grant:

Fortra hereby grants to You, during the license term only, a non-exclusive, non-transferable, and non-sublicensable license to access and use the purchased Solution solely for ethical penetration testing and/or red teaming purposes and in accordance with Your End-Use statement. You shall ensure that only one individual Authorized User uses the licensed Solution for each purchased license key. An “Authorized User” has the meaning set forth in the Agreement and, if explicitly mutually agreed to on the applicable Order Form, may also include individual employees of specified affiliate companies of Client and/or self-employed individual contractors engaged by Client, acting in the course of their profession or business. No other individual end-users of Client are licensed to use the Solution.

Solution Updates:

Fortra grants You the right to use Solution updates as they are made generally available to Fortra’s end users during the License Term. You are encouraged to install all updates and utilize them to maximize the effectiveness of the Solution. You shall not distribute any information regarding the updates, or any related derivative works to any third parties, including but not limited to, anti-virus vendors or to organizations that collect samples for anti-virus vendors.

Support:

Fortra offers email (or other mutually agreed methods of electronic support) support for the Solutions during the license term only. Fortra shall not be obligated to support third-party products or dependencies used by or with the Solutions, including products or dependencies from the Metasploit® Framework or Java frameworks.

Restrictions on Transfer:

Without first obtaining the express written consent of Fortra, You may not assign (whether by contract or operation of law)

Your rights and obligations (or delegate Your obligations or duties in any way) under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer Your license rights to the Solutions.

Restrictions on Use:

You may not decompile, “reverse-engineer”, disassemble, or otherwise attempt to derive the source code for the Solutions, or modify or attempt to modify the Solutions in any way unless expressly authorized in writing by Fortra. The Solutions shall not be used in Your marketing or press or online materials without express written consent from Fortra. Care must be taken to minimize the proliferation of Solution binaries, files, license codes, or other protected information to non-authorized parties and users. Fortra reserves the right, in its sole discretion, to decline the provision of service and/or to immediately suspend or terminate Your access to, or delivery of, the Solutions (in whole, or in part, including by way of example, an individual Account) (i) to any Client or Authorized User who is (or is believed to be) in violation of this Agreement; (ii) to any Client or Authorized User who poses a threat to the security of Fortra or the operation of the Solutions; (iii) to any Client or Authorized User who

exposes Fortra to potential damages; (iv) to any Client or Authorized User who uses a Solution for product sales, marketing, product research and development, or product quality assurance purposes, or (v) if Client fails to make full payment for the Solutions as provided herein.

Restrictions on Alteration:

You may not modify the Solutions or create any derivative work of the Solutions or its accompanying documentation unless expressly authorized in writing by Fortra. Derivative works include but are not limited to translations. You may not alter any files or libraries in any portion of the Solution.

Authorized Users:

Authorized Users must be specified in the Order Form or on the End-Use Statement. Client must notify Fortra if Authorized Users are no longer employed or engaged by Client or if the Authorized User moves to a different role within the Client company. Such notification will be considered as an immediate amendment of the Order Form, resulting in removal of the (former) Authorized User in question. Any additions to or replacements in the list of Authorized Users or the capacity for Authorized Users included in the license for the Solutions contained in the Order Form can only occur with the written approval of Fortra – upon which it will be considered an immediate amendment of the Order Form. Client is not entitled to a refund in the event it does not fully make use of the permitted capacity for Authorized Users, or if it doesn't replace a removed Authorized User.

Disclaimer of Warranties:

FORTA WARRANTS THAT THE SOLUTIONS WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SOLUTIONS WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING THE SOLUTIONS ARE PROVIDED "AS IS" AND UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY FORTRA, FORTRA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT.

YOU WARRANT THAT THE SOLUTIONS WILL BE USED BY AN EXTREMELY TECHNICAL AND SKILLED USER AND MUST BE USED IN A SAFE AND ETHICAL MANNER. FORTRA MAKES NO WARRANTY THAT THE SOLUTIONS WILL MEET YOUR NEEDS OR OPERATE UNDER YOUR SPECIFIC CONDITIONS OF USE. FORTRA MAKE NO WARRANTY THAT OPERATION OF THE SOLUTIONS WILL BE SECURE, ERROR FREE, OR FREE FROM INTERRUPTION. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOLUTION TO MEET YOUR REQUIREMENTS.

FORTRA WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE. UNDER NO CIRCUMSTANCES SHALL FORTRA, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, ACCESS, OR USE OF THE SOLUTIONS, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR TORT (INCLUDING NEGLIGENCE) OF FORTRA, EVEN IF FORTRA IS ADVISED BEFOREHAND OF THE

POSSIBILITY OF SUCH DAMAGES, AND ANY DAMAGES RELATING TO THE SOLUTIONS SHALL BE LIMITED TO THE AMOUNT PAID FOR THE PARTICULAR SOLUTION LICENSE. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS FORTRA'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

Audit and Cooperation:

During the course of the Agreement, due to the sensitive nature of and strict oversight and laws and regulations

applicable to the Solutions provided, Fortra shall have the right to engage an independent third party bound by confidentiality to perform an audit in order to verify Client's compliance with this Agreement. The costs in connection with the audit will be borne by Fortra.

Client shall ensure that each instance of access or use of a Solution is in strict compliance with the applicable End-Use Statement. Client must follow all reasonable instructions provided by Fortra in relation to Client's access or use of the Solutions, including, but not limited to any Solution specific documentation, operating manuals, and record keeping requirements. In addition, Client shall provide Fortra all necessary information regarding its access or use of the Solutions as may be required by any regulator or Fortra in order to comply with applicable laws and regulations.

Export and Other Laws:

You acknowledge that the export of the Solutions are subject to export or import control and agree that the Solutions will not be exported (or re-exported from a country of installation) directly or indirectly, unless You obtain all necessary licenses from the U.S. Department of Commerce or other agency as required by law (or other applicable authorities such as the Dutch Customs' Central Import and Export Office ("CDIU")). In furtherance of the export restriction agreements set forth above, You agree as follows: (a) You represent that You are not under the control of the government of Cuba, Iran, Sudan, North Korea, Syria, or any country to which the United States or the European Union has prohibited export; (b) You will not download or otherwise export or reexport the Solutions or associated documentation, directly or indirectly, to the countries referenced above or to citizens, nationals or residents of those countries; (c) You represent that You are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are You listed on the United States Department of Commerce Table of Denial Orders; and (d) You will not allow the Solutions to be used for any purposes prohibited by United States, European or Dutch law, including, without limitation, providing the Solutions to or using the Solutions in services for sanctioned entities. Client expressly acknowledges and agrees that any requirements, provisions, and limitations regarding the export and end-use of (dual-use) Solutions as contained in this Agreement and the applicable regulations shall apply to any Solution documentation and support provided in relation to those Solutions.

You shall at all times in the performance of Your obligations under this Agreement strictly comply with all laws, regulations and orders, and You agree to commit no act which, directly or indirectly, would violate any United States (or other applicable foreign export control laws, including, but not limited to the Netherlands and the European Union) laws, regulations or orders, including, without limitation, tax, export and foreign exchange laws, import controls, and export controls imposed by the U.S. Export Administration Act of 1979 as amended, the United States Foreign Corrupt Practices Act and the European Dual-use Regulation and its national implementation in the Netherlands.

In order for Fortra to be able to provide the Solutions, Client must accurately and completely fill out the End-Use Statement. Client shall (a) follow all reasonable instructions given by Fortra and provide all necessary cooperation in connection with the export application and the Agreement in a timely and efficient manner and (b) provide all necessary information as may be required by the U.S Department of Commerce, CDIU, and/or Fortra in order to perform required due diligence on Client, Client's use of the Solutions, and Client's Authorized Users. If an export application is not approved, Fortra has the right to terminate the Agreement. Fortra and Client may mutually agree to attempt another export application. Client is responsible for the payment of all export application fees.

Commercial Software:

This section applies to all acquisitions of the Software Product by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. The Software Product was developed at private expense and is Commercial Computer Software, as defined in Section 12.212 of the Federal Acquisition Regulation (48 CFR 12.212) and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement (48 CFR 227.7202-1, 227.7202-3).

OUTFLANK SECURITY TOOLING SOLUTION ADDENDUM

This Outflank Security Tooling ("OST") Solution Addendum and the terms and conditions contained herein apply to the Agreement between Fortra, LLC and Client only if and insofar the Solutions licensed thereunder concern OST.

Access to OST:

In order to access the OST Solution, Client is required to register an account for the OST platform with which the Client's Authorized Users, after authentication, can manage, access and configure (certain aspects of) the Solution (an "Account") for each Authorized User. Accounts are strictly bound to individual Authorized Users. Client is obliged to use any Accounts made available by Fortra in a careful manner and to keep its login information secure and strictly confidential. Under no circumstance may Accounts be shared with other Authorized Users, employees, or third parties. Fortra has the right to assume that all acts performed following authentication of an Account have been performed under the supervision and with the approval of Client.

Client will, within reasonable time after the grant of the license as specified in the Agreement, be able to register an Account for each of its Authorized Users, during which process each Authorized User will be asked to provide details for a login- and/or authentication method in order to access the OST platform. Client is obliged to use any Accounts made available by Fortra in a careful manner and to keep its login information secure and strictly confidential. Client is obliged to notify Fortra immediately if it suspects abuse of and/or unauthorized access to its Account(s).

Use of OST

Authorized Users may use the OST Solution platform in order to gain access to software tooling, as well as support, know-how and documentation in relation thereto ("Security Tooling") for the fulfilment of individual, specific and limited purposes (each a "Use-Case"). Client ensures that Authorized Users only use the OST Solution in strict accordance with the Agreement and in particular the End-Use Statement.

Use-by Dates

In order to gain access to Security Tooling for a specific Use-Case, Client must provide the desired parameters and settings for the Security Tooling through the designated fields in the OST platform, as well as:

- a. the codename for the Use-Case for which the Security Tooling is being accessed; and
- b. the date by which the Use-Case will be completed (the "Use-By Date").

Client will ensure that all Security Tooling provided through the OST platform is each time, insofar as possible, completely and irreversibly deleted on or before the Use-By Date.

In the event a Use-Case was not completed before the Use-By Date, Client may repeat the procedure described under the section titled 'Use of OST' above, in order to regain access to the Security Tooling to complete the Use-Case. In doing so, Client must use and provide the same codename for the Use-Case as originally submitted.

Reporting

For the duration of the Agreement and a period of three (3) years after the termination or expiration thereof, Client will maintain a complete and accurate administration with regard to each of its Authorized Users' use of the OST Solution, the OST platform and the Security Tooling, as well as its compliance with the terms and conditions of the Agreement. At the minimum, Client will at all times maintain complete, accurate and properly dated records ("Records") of:

- (a) all Use-Cases (or codenames thereof), whether completed or ongoing;
- (b) each Authorized User who accessed Security Tooling for each specific Use-Case;
- (c) Use-By Dates relating to each Use-Case;
- (d) deletions performed in accordance with the section titled 'Use-By Dates' above;
- (e) the reasons why and extent to which deletions in accordance with the section titled 'Use-By Dates' above could not be performed, in as much detail as reasonably possible (for example because (a remnant of) the Security Tooling remains present on systems and devices the Client cannot gain access to).

Once every twelve (12) months, as well as any time upon first request by Fortra, Client will provide Fortra with a complete and accurate report of its Records as specified above.

Internal Administration

In addition to the Records, Client will, for the duration of the Agreement and a period of three (3) years after the

termination or expiration thereof, internally maintain a complete and accurate administration that sufficiently ties the information contained in the Records (such as Use-Case codenames) to specific and identifiable customers of Client and/or projects and purposes the OST Solution was used for within Client's own organization. Without prejudice to the section titled 'Log Confirmation' below, the internal administration specified in this current section is not intended to be shared with Fortra.

Log Confirmation

Fortra may periodically provide Client with logs regarding instances of access gained to the Security Tooling for Use-Cases by Client's Authorized Users. Fortra may do so a maximum of four (4) times per year, unless it has reasonable suspicions regarding possible use of the Security Tooling in contravention of the Agreement or the applicable laws and regulations, in which case it may immediately provide Client with said logs.

In the event Fortra provides Clients with logs as meant in the preceding paragraph, Client will as soon as reasonably possible but no later than three (3) weeks after receipt of the logs, in writing to Fortra:

(a) confirm whether Fortra's provided logs (regarding Use-Cases, access by Authorized Users, Use-By Dates and deletions) are in line with the information recorded by Client as meant under the section titled 'Reporting' above; and

(b) notify Fortra of any (suspected) suspicious activity or inaccuracies relating to the Security Tooling, the information recorded by Client as meant under in the sections above and/or the logs provided by Fortra, that falls outside the scope of (a).

Upon provision of the logs by Fortra as meant in this current section, Fortra may indicate that it suspects a high risk the Security Tooling may have been used (or will be used) in contravention of the Agreement, or the violation of export laws or human rights, in which case it will clearly label its provided logs as "Urgent". In such an event, Client will provide its confirmations and notifications as meant in this current section as soon as possible.

Availability and Maintenance

Fortra will use reasonable endeavors to realize the uninterrupted availability of the OST Solution but offers no guarantees in this regard. Fortra also makes no promises or guarantees as to security, availability and integrity of data transfers while making use of the OST platform, unless it explicitly states otherwise.

Fortra may regularly carry out maintenance, updates, adjustments or improvements of its OST Solution and/or the related systems, networks or parts thereof which could lead to unavailability of the OST Solution. Should scheduled maintenance, adjustments or improvements require a reduced or total unavailability of the Services, then Fortra will endeavor to notify Client in advance. However, Fortra is in no case liable to compensate any damage arising in connection with such maintenance. If Fortra considers that there is a danger to the functioning of its systems, network or the OST Solution, Fortra will have the right to implement all measures it considers reasonably necessary to avert or prevent this danger. Since the OST Solution is provided over the public internet, Client is itself responsible for acquiring appropriate internet access and applying the appropriate security measures. Fortra accepts no liability in this regard.

Support

Fortra will, via a helpdesk, provide a reasonable level of remote support with regard to the OST Solution during 9:00 to 18:00 CEST on Monday to Friday, with the exception of national Dutch holidays and other days of which Fortra has indicated in advance that the helpdesk will be closed. Fortra may provide documentation relating to the OST Solution, intended for troubleshooting and general usage support. Fortra may assume that Client and its Authorized Users will first consult such documentation before contacting the helpdesk. Fortra may refer Client and its Authorized Users back to the documentation if it is of the opinion that the question or request can be solved by means thereof.

Fortra will apply all commercially reasonable efforts to respond to any question or request submitted through the helpdesk as quickly as possible but cannot give any guarantees in this respect. The time required for the processing of support requests depends on the nature and complexity of the matter at hand.

Fortra's Core Impact, Cobalt Strike, and Outflank Security Tooling End Use Statement

[Client/Recipient]

This document contains the End-Use Statement which must, pursuant to the terms and conditions of the Fortra LLC End User License Agreement and the Order Form and other documents incorporated by reference therein (“**Agreement**”), of which this End-Use Statement is an integral part, and/or the applicable export laws, be completely and truthfully filled out by Client (as defined in the Agreement and section A.2 below).

A. Parties
1. Supplier Fortra LLC, with its principal office located at 11095 Viking Drive, Suite 100, Eden Prairie, MN 55344 (hereinafter “ Supplier ” or “ Fortra ”)
2. Client [Name company], with its principal office located at [address] (hereinafter “ Recipient ” or “ Client ”)

B. Dual-use services and technology
1. Description of dual-use services and technology A set of cyber security tools that include Cobalt Strike, Outflank Security Tooling, and Core Security products (the “ Solutions ”), intended to be used in legitimate offensive operations such as red teaming, that help in penetration testing exercises.
2. End Use Offensive IT security operations, such as red teaming, on (check box as applicable): Recipient’s own IT environment (internal red teaming); IT environment of Recipient’s customers (external red teaming); [OTHER – PROVIDE].
3. Specification of end use location The dual-use services and technology will be used from (check box if applicable): <input type="checkbox"/> Recipient's principal office; <input type="checkbox"/> Recipient’s other offices and/or (if explicitly agreed) offices of subsidiaries of Recipient in which it holds more than fifty percent (50%) of the voting rights, located at [PROVIDE FULL DETAILS, INCLUDING FULL COMPANY INFO FOR SUBSIDIARIES IF ANY]; One or more remote work locations of Authorized Users (as defined in the Agreement, including (if agreed) those employed at subsidiaries of Recipient in which Recipient holds more than fifty percent (50%) of the voting rights), located at [PROVIDE]. <input type="checkbox"/>

<input type="checkbox"/> C. Certification

☐

Recipient certifies as follows:

(A) We will only use the Solutions for lawful and ethical penetration testing purposes. We have or will obtain written consent from the organization whose systems are tested with the Solutions.

(B) We will not use the Solutions for law enforcement, intelligence-gathering, or military purposes.

(C) Under no circumstance will we use the Solutions for surveillance or offensive cyber activities against individuals, or in violation of internationally recognized human rights standards.

(D) The Solutions will be treated as strictly confidential and will not be passed on to other companies or parties.

(E) The Solutions will not be used to create (similar or dissimilar) services, goods and/or technology.

(D) We understand that the Solutions are subject to the export jurisdiction of the United States and the Netherlands under the U.S. Export Administration Regulations and other U.S. and Dutch laws. These laws restrict the export, re-export, retransfer, and use of the software and restrict our use and handling of the software.

1. Exports, re-exports, retransfers, and use of the Solutions are subject to restrictions set forth under applicable export regulations.

2. We will not sell, export, re-export, divert, or transfer the Solutions or otherwise allow the Solutions to be used by another company or person contrary to U.S. and Dutch law.

3. We will not sell, export, re-export, divert, transfer or otherwise allow the Solutions to be used in activities that support the development, production, use or stockpiling of nuclear activities of any kind, chemical or biological weapons or missiles, unmanned aerial vehicles, or microprocessors for military use, nor use the Solutions in any facilities which are engaged in activities relating to such weapons or applications.

4. We are not under the control of the government of Cuba, Iran, Syria, Sudan, North Korea or any other country to which the United States or the Netherlands prohibit exports; we will not use the Solutions in support of any operations in an embargoed country; we will not carry a computer with the Solutions loaded, download or access the Solutions from an embargoed country or otherwise export or re-export the Solutions or associated documentation, directly or indirectly, to an embargoed country or provide it to citizens, nationals or residents of those countries.

5. We are not listed on the U.S. Department of Treasury Specially Designated Nationals list or Sectoral Sanctions List; the U.S. Department of Commerce Denied Persons List, Entity List, or Unverified List; or the U.S. Government System for Award Management Excluded Parties List. Nor are any of our officers or employees subject to sanctions Related to Significant Malicious Cyber- Enabled Activities, as administered by the U.S. Department of Treasury.

6. We have either provided a copy of the required import permit or other applicable import authorization to Fortra or, if we have not provided a copy of an import authorization, we certify that no import authorization is required.

We understand that the certifications made in this End-Use Statement shall survive expiration or termination of any license or agreement between the Fortra and us.

[SIGNATURE PAGE FOLLOWS]

I certify that I am a corporate officer or other representative of the undersigned company with sufficient authority to make the certifications above and that I am authorized to legally bind the company and sign this End User Statement on its behalf.

Signature and Date

Printed Name Telephone / Email

Company Name Corporate Position

Fortra's Digital Defense and Beyond Security Solution Specific Schedule

Additional Service Specific Terms:

Client's Consent to Network Intrusion and Waiver of Claims:

Some of the techniques Fortra will employ in providing the Services would constitute improper and unauthorized access, absent the consent thereto given by Client to Fortra herein. Accordingly, on the condition that Fortra performs the Services in accordance with the terms of this Agreement, Client provides its consent to Fortra's employment of such invasive and/or intrusive techniques as being part of the Services to be performed at Client's request pursuant to this Agreement.

Client acknowledges that, notwithstanding Fortra's performance of the Services in accordance with the terms of this Agreement, Fortra may inadvertently cause damage to Client's system or data, including causing Client's system to suffer degraded performance or responsiveness. On the condition that Fortra performs the Service in accordance with the terms of this Agreement, and excluding any action of Fortra as described in Section 10 of the Master Solution Agreement, Client agrees to waive any and all claims against Fortra for any such damage, including damage that may be caused by Fortra actually gaining access to such System.

Client's conditional consent to Fortra's actions and conditional waiver of claims are based on Client's understanding of its own system as well as its understanding of the Service to be provided pursuant to this Agreement. Client further warrants and represents that it has had the opportunity to question Fortra regarding the Services and the techniques involved in implementing the Service, and therefore agrees that its conditional consent and waiver constitute an informed conditional consent and waiver.

Notwithstanding any provision of this Article to the contrary, Fortra remains obligated to indemnify Client from and against Losses pursuant to the provisions of Section 10 of the Master Solution Agreement

Fortra's Digital Guardian Cloud Services Schedule

This Schedule will control in case of any conflict between the terms and conditions in this Schedule and the Agreement with respect to Fortra's Digital Guardian Cloud Services.

1. DEFINITIONS

1.1. "Authorized Users" is as defined in the Agreement.

1.2. "Cloud Components" means such elements of the Cloud Services as Fortra's Digital Guardian hosts on its computers pursuant to the applicable Order Form.

1.3. "Cloud Services" means, collectively, Fortra's Digital Guardian cloud services (e.g., Digital Guardian Software as a Service offerings and related Digital Guardian software) listed in the Order Form.

1.4. "Digital Guardian Software as a Service (SaaS)" -- Fortra's Digital Guardian provides a SaaS offering that delivers agent management, advanced data analytics and workflows driven from data collected from Digital Guardian Agents and/or Digital Guardian Appliances (each as described in the Service Specifications).

1.5. "Services Environment" refers to the combination of hardware and software components owned, licensed or managed by Fortra's Digital Guardian to which Fortra's Digital Guardian grants Client and its Authorized Users access as part of the Cloud Services which Client has ordered. As applicable and subject to the terms of the Agreement and the Order Form, Client Data may be hosted in the Services Environment.

1.6. "Service Specifications" means the service descriptions that are applicable to the Cloud Services, including any hosting, support and security policies and other descriptions referenced or incorporated in such descriptions or the Order Form.

1.7. "Subscription Period" is as defined in the Agreement.

1.8. "Third Party Content" means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Fortra's Digital Guardian and made available to Client through, within, or in conjunction with Client's use of the Cloud Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, data libraries and dictionaries, and marketing data.

2. CLOUD COMPONENTS & USE OF THE SYSTEM IN GENERAL

2.1. Use of the Cloud Services. During the Subscription Period, Client may access and use the Cloud Components pursuant to: (a) the terms of any outstanding Order Form, including such features and functions as the Order Form requires; and (b) Fortra's Digital Guardian's policies posted on its website.

2.2. Service Specifications. The Cloud Services are subject to and governed by the Service Specifications. Service Specifications may define provisioning and management processes applicable to the Cloud Services, types and quantities of system resources, functional and technical aspects of the Cloud Services, as well as any Cloud Services deliverables, if applicable. Client acknowledges that use of the Cloud Services in a manner not consistent with the Service Specifications may adversely affect Cloud Services performance and/or may result in additional fees.

Fortra's Digital Guardian may make changes or updates to the Cloud Services (such as infrastructure, security, technical configurations, application features, etc.) during the Subscription Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Software.

2.3. Documentation: Client may reproduce and use the Documentation solely as necessary to support Authorized Users' use of the Cloud Services.

3. RIGHTS GRANTED

3.1. Usage Rights. For the duration of the Subscription Period and subject to Client's payment obligations, and except as otherwise set forth in the Agreement or the Order Form, Client has the non-exclusive, non-assignable, worldwide limited right to access and use the Cloud Services that Client ordered, including anything developed by Fortra's Digital Guardian and delivered to Client as part of the

Cloud Services, solely for Client's internal business operations and subject to the terms of the Agreement and Client's Order Form, including the Support Terms and Conditions (as defined below). Client may allow Authorized Users to use the Cloud Services for this purpose and Client is responsible for its Authorized Users' compliance thereof. Client does not acquire under the Agreement any right or license to use the Cloud Services in excess of the scope and/or duration of the Cloud Services stated in the Order Form. Upon the end of the Cloud Services ordered, Client's right to access and use the Cloud Services will terminate.

3.2. Client Data. To enable Fortra's Digital Guardian to provide Client the Cloud Services, Client grants Fortra's Digital Guardian the right to use, process and transmit, in accordance with the Agreement and the Order Form, Client Data for the duration of the Subscription Period plus any additional post-termination period during which Fortra's Digital Guardian provides Client with access to retrieve an export file of Client Data.

3.3. Delivery. Except as otherwise expressly set forth in the Order Form for certain Cloud Services offerings, Client acknowledges that Fortra's Digital Guardian has no delivery obligation for any other Solutions and will not ship copies of such programs to Client as part of the Cloud Services.

3.4. Third Party Software. As part of the Cloud Services offerings, Fortra's Digital Guardian may provide Client with access to Third Party Software. The third party owner, author or provider of such Third Party Software retains all ownership and intellectual property rights in and to that content.

4. CLIENT DATA & PRIVACY

4.1. Use of Client Data. Unless it receives Client's prior written consent, Fortra's Digital Guardian: (a) will not access, process, or otherwise use Client Data other than as necessary to facilitate the Cloud Services; and (b) will not intentionally grant any third party access to Client Data, including without limitation Fortra's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Fortra's Digital Guardian may disclose Client Data as required by applicable law or by proper legal or governmental authority. Fortra's Digital Guardian, if permitted by law, will give Client prompt notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise to contest such required disclosure, at Client's expense.

4.2. Risk of Exposure. Client recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Cloud Services, Client assumes such risks. Fortra's Digital Guardian offers no representation, warranty, or guarantee that Client Data will not be exposed or disclosed through errors or the actions of third parties.

4.3. Data Accuracy. Fortra's Digital Guardian will have no responsibility or liability for the accuracy of data uploaded to the Cloud Services by Client, including without limitation Client Data and any other data uploaded by Authorized Users.

4.4. Data Deletion. Fortra's Digital Guardian may permanently erase Client Data if Client's account is terminated for 30 days or more.

4.5. Sample Match Services and Sample Match Data. Fortra's Digital Guardian software employs certain features to collect personal data, sensitive data or other information about Client and Client's Authorized Users, including Authorized Users' names, addresses, e-mail addresses, social security numbers, credit card numbers or any other information made available by Client, a sample of which is used to support policies and controls for data protection in provision of the Digital Guardian software (collectively, "Sample Match Data"). The collection of Sample Match Data may be necessary to provide Client and Client's Authorized Users with the relevant Digital Guardian software functionalities as specifically ordered by Client ("Sample Match Services"). By default, Sample Match Data collection is disabled, and a dedicated add-on module license is required for Sample Match Data collection enablement. Sample Match Data may be used to improve Digital Guardian software for all customers. Fortra's Digital Guardian will use the Sample Match Data only to provide to Client the Digital Guardian software as enabled. Client is solely responsible for the content of all Sample Match Data. Client will secure and maintain all rights in the Sample Match Data necessary for Fortra's Digital Guardian to provide the Digital Guardian software to Client without violating or infringing on the rights (including but not limited to the privacy and intellectual property rights) of any third party or otherwise obligating Fortra's Digital Guardian to Client or to any third party. By entering into this Agreement, Client and Client's Authorized Users agree to Fortra's Privacy Policy available at <https://www.fortra.com/privacy-policy> and to the collection of Sample Match Data by Fortra's Digital Guardian as set forth herein. **FORTRA DISCLAIMS ANY AND ALL LIABILITY FOR INCLUDING BUT NOT LIMITED TO: ANY USE, ACCESS TO, TRANSMISSION AND STORAGE OF THE SAMPLE MATCH DATA SERVICES AND SAMPLE MATCH DATA, INCLUDING BUT NOT LIMITED TO LOSS OR LIABILITY RESULTING FROM LOST OR COMPROMISED SAMPLE MATCH DATA.**

5. CLIENT RESPONSIBILITIES & RESTRICTIONS

5.1. Unauthorized Access. Client will take reasonable steps to prevent unauthorized access to the Digital Guardian software, including

without limitation by protecting its passwords and other log-in information. Client will notify Fortra's Digital Guardian immediately of any known or suspected unauthorized use of the Digital Guardian software or breach of its security and will use best efforts to stop such breach.

5.2. Compliance with Laws. In its use of the Digital Guardian software, Client will comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Client Data.

5.3. Client Agents & Other Users. Client is responsible and liable for: (a) Client's agents' and Authorized Users' use of the Digital Guardian software, including without limitation unauthorized user conduct and any user conduct that would violate the requirements of the Agreement applicable to Client; and (b) any use of the Digital Guardian software through Client's account, whether authorized or unauthorized.

6. SOFTWARE SUPPORT

6.1. Software Support. Subject to payment by Client of amounts due hereunder, Fortra's Digital Guardian will support licensed Cloud Services pursuant to the current support terms and conditions ("Support Terms and Conditions"). Software Support for the Cloud Services licensed hereunder commences upon the effective date of the relevant Order Form and continues for the Subscription Period as set forth in such Order Form.

Fortra's Digital Guardian Hardware Schedule

This Schedule will control in case of any conflict between the terms and conditions in this Schedule and the Agreement with respect to Fortra's Digital Guardian Hardware.

1. DEFINITIONS

- 1.1. "Commencement Date" for the Hardware, Operating System and Integrated Software refers to the date the Hardware is delivered.
- 1.2. "Hardware" means equipment, including its components and spare parts, specifically ordered by Client.
- 1.3. "Integrated Software" refers to any software or programmable code that is: (a) embedded or integrated in the Hardware and enables the functionality of the Hardware; or (b) specifically provided to Client by Fortra's Digital Guardian under an Order Form and specifically listed: (i) in accompanying documentation; (ii) on a Fortra webpage; or (iii) via a mechanism that facilitates installation for use with Client's Hardware. Integrated Software does not include and Client does not have rights to: (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Fortra's Digital Guardian.
- 1.4. "Integrated Software Options" refers to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that Client must separately order and agrees to pay additional fees.
- 1.5. "Operating System" refers to the software that manages Hardware and other software.

2. RIGHTS GRANTED

- 2.1. Client's Hardware order consists of the following items: Operating System (as defined in Client's configuration), Integrated Software and all Hardware equipment (including components, options and spare parts) specified on the applicable Order Form. Client's Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until Client separately orders them and agrees to pay additional fees.
- 2.2. Client has the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of this Schedule and the applicable documentation. Client is licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of, the Hardware. Client has the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that Client separately orders subject to the terms of this Schedule and the applicable documentation. Client is licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware.
- 2.3. The Operating System or Integrated Software or Integrated Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Client's rights to use the Operating System, Integrated Software and Integrated Software Options under such terms are not restricted in any way by the Agreement including this Schedule. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software, and Integrated Software Options.
- 2.4. Upon payment for Hardware-related Service Offerings, Client has the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Client's internal business operations anything developed by Fortra's Digital Guardian and delivered to Client under this Schedule ("Deliverables"); however, certain Deliverables may be subject to additional license terms provided in the Order Form.

3. RESTRICTIONS

- 3.1. Client may only make copies of the Operating System, Integrated Software and Integrated Software Options for archival purposes, to replace a defective copy, or for program verification. Client shall not remove any copyright notices or labels on the Operating System, Integrated Software or Integrated Software Options. Client shall not decompile or reverse engineer (unless required by law for interoperability) the Operating System or Integrated Software.
- 3.2. Client acknowledges that to operate certain Hardware, Client's facility must meet a minimum set of requirements as described in the Hardware documentation. Such requirements may change from time to time, as communicated by Fortra's Digital Guardian to

Client in the applicable Hardware documentation.

3.3. The prohibition on the assignment or transfer of the Operating System or any interest in it shall apply to all Operating Systems licensed under this Schedule, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TECHNICAL SUPPORT

4.1. Fortra's Digital Guardian Hardware and Systems Support acquired with Client's order may be renewed annually.

4.2. If ordered, Hardware and Systems Support (including first year and all subsequent years) is provided under Fortra's Digital Guardian's Hardware and Systems Support policies in effect at the time the technical support services are provided ("Hardware and Systems Support"). Client agrees to cooperate with Fortra's Digital Guardian and provide the access, resources, materials, personnel, information and consents that Fortra's Digital Guardian may require in order to perform the technical support services. The Hardware and Systems Support policies are incorporated in this Schedule and are subject to change at Fortra's Digital Guardian's discretion; however, Fortra's Digital Guardian will not materially reduce the level of technical support services provided during the period for which fees for Hardware and Systems Support have been paid. Client should review the policies prior to entering into the order for technical support services.

4.3. Hardware and Systems Support is effective upon the Commencement Date of the Hardware or upon the effective date of the Order Form if shipment of Hardware is not required.

5. HARDWARE-RELATED SERVICE OFFERINGS

In addition to technical support, Client may order Hardware-related Service Offerings under this Schedule (the "Service Offerings"). Client agrees to provide Fortra's Digital Guardian with all information, access and full good faith cooperation reasonably necessary to enable Fortra's Digital Guardian to deliver these Service Offerings and Client will perform the actions identified in the Order Form as Client's responsibility. If, while performing these Service Offerings, Fortra's Digital Guardian requires access to another Digital Guardian products that are part of Client's system, Client will be responsible for acquiring all such products and the appropriate license rights necessary for Fortra's Digital Guardian to access such products on Client's behalf. Service Offerings provided may be related to Client's license to use products owned or distributed by Fortra's Digital Guardian which Client acquires under a separate Order Form. The agreement referenced in that Order Form shall govern Client's use of such products.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1. Digital Guardian provides a limited warranty ("Digital Guardian Hardware Warranty") for (i) the Hardware; (ii) the Operating System and the Integrated Software and the Integrated Software Options; and (iii) the Operating System media, the Integrated Software media and the Integrated Software Options media ("Media", and (i), (ii) and (iii) collectively, "Hardware Items"). Fortra's Digital Guardian warrants that the Hardware will be free from, and using the Operating System and Integrated Software and Integrated Software Options will not cause in the Hardware, material defects in materials and workmanship for one (1) year from the date the Hardware is delivered to Client. The Digital Guardian Hardware Warranty applies only to Hardware and Media that have been: (1) manufactured by or for Fortra's Digital Guardian, and (2) sold by Fortra's Digital Guardian (either directly or by a Fortra authorized distributor). The Hardware may be new or like new. The Digital Guardian Hardware Warranty applies to Hardware that is new and Hardware that is like new which has been remanufactured and certified for warranty by Fortra's Digital Guardian.

6.2. Fortra's Digital Guardian also warrants that technical support services and Hardware-related Service Offerings ordered and provided under this Schedule will be provided in a good and workmanlike manner consistent with generally accepted industry standards. Client must notify Fortra's Digital Guardian of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings.

6.3. FOR ANY BREACH OF THE ABOVE WARRANTIES, CLIENT'S EXCLUSIVE REMEDY AND FORTRA'S DIGITAL GUARDIAN'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT FORTRA'S DIGITAL GUARDIAN'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES CLIENT PAID FORTRA'S DIGITAL GUARDIAN FOR THE DEFECTIVE HARDWARE ITEM AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES CLIENT HAS PAID FOR THE DEFECTIVE HARDWARE ITEM; OR (ii) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF FORTRA'S DIGITAL GUARDIAN CANNOT SUBSTANTIALLY CORRECT THE

DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, CLIENT MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES CLIENT PAID TO FORTRA'S DIGITAL GUARDIAN FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.4. Replacement units for defective parts or Hardware Items replaced under the Digital Guardian Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the Hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or Hardware Items shall transfer back to Fortra's Digital Guardian upon removal from the Hardware.

6.5. FORTRA'S DIGITAL GUARDIAN DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, INTEGRATED SOFTWARE OPTIONS OR MEDIA.

6.6. No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options or Media which has been:

- a. modified, altered or adapted without Fortra's Digital Guardian's written consent (including modification or removal of the Digital Guardian/Sun serial number tag on the Hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any third party in a manner which fails to meet Fortra's Digital Guardian's quality standards;
- d. improperly installed by any party other than Fortra's Digital Guardian or an authorized Fortra certified installation partner;
- e. used with equipment or software not covered by a Fortra's Digital Guardian warranty, to the extent that the problems are attributable to such use;
- f. relocated, to the extent that problems are attributable to such relocation;
- g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- h. used by parties appearing on the then-current U.S. export exclusion list;
- i. relocated to countries subject to U.S. trade embargo or restrictions;
- j. used remotely to facilitate any activities for parties or in the countries referenced in (h) and (i) above; or
- k. purchased from any entity other than Fortra's Digital Guardian or a Fortra authorized reseller.

6.7. The Digital Guardian Hardware Warranty does not apply to normal wear of the Hardware or Media. The Digital Guardian Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

7. ORDER LOGISTICS

7.1. Delivery, Installation and Acceptance of Hardware

- a. Client is responsible for installation of the Hardware unless Client purchases installation services from Fortra's Digital Guardian for that Hardware.
- b. Fortra's Digital Guardian will deliver the Hardware to the delivery address specified by Client on the Order Form.
- c. Acceptance of the Hardware is deemed to occur on delivery.
- d. Fortra's Digital Guardian may invoice Client for partial deliveries.
- e. Fortra's Digital Guardian may make substitutions and modifications to the Hardware that do not cause a material adverse effect in overall Hardware performance.
- f. Fortra's Digital Guardian will use its reasonable commercial efforts to deliver the Hardware within a timeframe that is consistent with Fortra's Digital Guardian's past practices regarding the amount and type of Hardware that Client has ordered.

7.2. Transfer of Title to the Hardware will transfer upon delivery.

7.3. Territory

The Hardware shall be installed in the country/countries that Client specifies as the delivery location on the Order Form.

7.4. Pricing, Invoicing and Payment Obligation

a. In entering into payment obligations under an Order Form, Client agrees and acknowledges that it has not relied on the future availability of any Hardware, program or updates. However, (a) if Client orders technical support, the preceding sentence does not relieve Fortra's Digital Guardian of its obligation to provide such technical support under the Order Form, if and when available, in accordance with Fortra's Digital Guardian's then current technical support policies, and (b) the preceding sentence does not change the rights granted to Client hereunder.

b. Hardware and Integrated Software Options fees are invoiced as of the respective Commencement Dates.

c. Hardware-related Service Offering fees are invoiced in advance of the Hardware-related Service Offering performance; specifically, technical support fees are invoiced annually in advance. The period of performance for all Hardware-related Service Offerings is effective upon the Commencement Date of the Hardware or upon the effective date of the Order Form if shipment of Hardware is not required.

d. Reserved.

Fortra's Digital Guardian Managed Services Schedule

This Schedule will control in case of any conflict between the terms and conditions in this Schedule and the Agreement with respect to Fortra's Digital Guardian Managed Services.

1. DEFINITIONS

1.1. "Authorized Users" is as defined in the Agreement.

1.2. "Client Data" is as defined in the Agreement.

1.3. "Client Metadata" means the data usage events such as "File Name", "User Name", "Type of Event (Email, Upload, Copy et al)", "Time & Date", etc. captured by the Digital Guardian software as it monitors, controls, and/or protects Client Data. Client Metadata is transmitted over the network, in digitally signed and encrypted bundles, to the Digital Guardian management console for reporting and analysis purposes.

1.4. "Managed Services" means the Digital Guardian managed services that are ordered by Client under an Order Form and made available by Fortra's Digital Guardian online via the customer login link.

1.5. "Seats" means, for purposes herein, the total number of operating system instances on which the Digital Guardian software is installed for Client or one of Client's affiliates and/or the number of Authorized Users accessing a shared virtualized server environment hosted on such server(s) where the Digital Guardian software resides for Client or one of Client's affiliates.

1.6. "Service Specifications" means the service descriptions that are applicable to the Managed Services, including any hosting, support and security policies and other descriptions referenced or incorporated in such descriptions or the Order Form.

1.7. "Subscription Period" is as defined in the Agreement.

1.8. "Third-party Software" is as defined in the Agreement.

2. MANAGED SERVICES

2.1. Provision of Services. Fortra's Digital Guardian shall make the Managed Services available to Client pursuant to this Schedule, the relevant Order Form, and the relevant service descriptions set forth in the Service Specifications during the Subscription Period. Client agrees that its purchases hereunder are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by Fortra's Digital Guardian regarding future functionality or features.

2.2. Managed Services. Unless otherwise specified in an applicable Order Form, (i) Managed Services are purchased as a specific number of Seats and may be used on no more than the specified number of Seats identified in the Order Form, (ii) additional Seats may be added during the applicable Managed Services term at the same pricing as that for the pre-existing services thereunder, prorated for the remainder of the services term in effect at the time the additional Seats are added, and (iii) the added Seats shall terminate on the same date as the pre-existing services.

2.3. Service Specifications. The Managed Services are subject to and governed by the Service Specifications. Service Specifications may define provisioning and management processes applicable to the Managed Services, types and quantities of system resources, functional and technical aspects of the Managed Services, as well as any Managed Services deliverables, if applicable. Client acknowledges that use of the Managed Services in a manner not consistent with the Service Specifications may adversely affect Managed Services performance and/or may result in additional fees. Fortra's Digital Guardian may make changes or updates to the Managed Services (such as infrastructure, security, technical configurations, application features, etc.) during the applicable Subscription Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Software.

3. USE OF THE SERVICES

3.1. Fortra's Digital Guardian Responsibilities. Fortra's Digital Guardian shall: (i) provide basic support for the Managed Services to Client at no additional charge as per the Service Specifications, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Managed Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Fortra's Digital Guardian shall give at least eight (8) hours' notice via the Managed Services and which Fortra's Digital Guardian shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Eastern Time), or (b) any

unavailability caused by circumstances beyond Fortra's Digital Guardian reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, pandemics, civil unrest, acts of terror, strikes or other labor problems (other than those involving Fortra employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Managed Services only in accordance with applicable laws and government regulations.

3.2. Fortra's Digital Guardian Protection of Client Metadata. Fortra's Digital Guardian shall use commercially reasonable efforts and maintain reasonable and appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client Metadata. Fortra's Digital Guardian shall not (a) disclose Client Metadata, except as compelled by law in accordance with the Confidentiality Section of the Agreement or as expressly permitted in writing by Client, or (b) access Client Metadata except to provide the Managed Services and prevent or address service or technical problems related thereto, or at Client request in connection with customer support matters.

3.3. Client Responsibilities. Client shall (i) be responsible for its compliance with the Agreement as well as the service requirements in the Order Form(s) and Service Specifications, (ii) be responsible for the accuracy, quality and legality of Client Data and of the means by which Client acquired Client Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Digital Guardian software, and notify Fortra's Digital Guardian promptly of any such unauthorized access or use, and (iv) use the Digital Guardian software only in accordance with the applicable user guides and applicable laws and government regulations. Client shall not (a) make the Digital Guardian software available to anyone other than Client's own employees and subcontractors and on Client's own Seats, or (b) access the Digital Guardian software for purposes of monitoring the their availability, performance or functionality, or for any other benchmarking or competitive purposes. Digital Guardian software will become "unsupported" if Client disables or interferes with the Digital Guardian software in any way. Client agrees that Fortra's Digital Guardian may access Client's system with Client's prior written consent (which consent shall not be unreasonably withheld) to uninstall any applicable Digital Guardian software if Client disables them or interferes with their performance.

4. UNAUTHORIZED ACCESS TO CLIENT DATA OR USE OF THE MANAGED SERVICES

4.1. Fortra's Digital Guardian is not responsible to Client or any third party for unauthorized access to Client Data or the unauthorized use of the Managed Services unless the unauthorized access or use results from Fortra's Digital Guardian's failure to meet its obligations under the Agreement, including but not limited to, Fortra's Digital Guardian's security obligations stated in the Agreement or the Managed Services description. Client is responsible for the use of the Managed Services by any employee or subcontractor of Client, any person Client authorizes to use the Managed Services, any person to whom Client has given access to the Managed Services, and any person who gains access to Client Data or the Managed Services as a result of Client's failure to use reasonable security precautions, even if such use was not authorized by Client.

4.2. Sample Match Services and Sample Match Data. Fortra's Digital Guardian software employs certain features to collect personal data, sensitive data or other information about Client and Client's Authorized Users, including Authorized Users' names, addresses, e-mail addresses, social security numbers, credit card numbers or any other information made available by Client, a sample of which is used to support policies and controls for data protection in provision of the Digital Guardian software (collectively, "Sample Match Data"). The collection of Sample Match Data may be necessary to provide Client and Client's Authorized Users with the relevant Digital Guardian software functionalities as specifically ordered by Client ("Sample Match Services"). By default, Sample Match Data collection is disabled, and a dedicated add-on module license is required for Sample Match Data collection enablement. Sample Match Data may be used to improve Digital Guardian software for all customers. Fortra's Digital Guardian will use the Sample Match Data only to provide to Client the Digital Guardian software as enabled. Client is solely responsible for the content of all Sample Match Data. Client will secure and maintain all rights in the Sample Match Data necessary for Fortra's Digital Guardian to provide the Digital Guardian software to Client without violating or infringing on the rights (including but not limited to the privacy and intellectual property rights) of any third party or otherwise obligating Fortra's Digital Guardian to Client or to any third party. By entering into this Agreement, Client and Client's Authorized Users agree to Fortra's Privacy Policy available at <https://www.fortra.com/privacy-policy> and to the collection of Sample Match Data by Fortra's Digital Guardian as set forth herein. **FORTRA DISCLAIMS ANY AND ALL LIABILITY FOR INCLUDING BUT NOT LIMITED TO: ANY USE, ACCESS TO, TRANSMISSION AND STORAGE OF THE SAMPLE MATCH DATA SERVICES AND SAMPLE MATCH DATA, INCLUDING BUT NOT LIMITED TO LOSS OR LIABILITY RESULTING FROM LOST OR COMPROMISED SAMPLE MATCH DATA.**

5. FEES AND PAYMENT FOR SERVICES

5.1. Managed Services Fees. Client shall pay all fees specified in all Order Form(s) hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) reserved, and (iii) the number of Seats purchased cannot be decreased during the relevant Managed Services term stated on the Order Form. Fees may consist of (i) a setup fee for

deployment and configuration of the system, and/or (ii) a monthly per seat.

Fortra's GoAnywhere and Globalscape Solution Specific Schedule

Additional Service Specific Terms:

1. Definitions.

For the purposes of this Agreement, the following terms have the meanings set forth below:

1.1 **“Content”** means any data or document owned or licensed by Client that is loaded into a Subscription Service by Client.

1.2 **“Documentation”** means Fortra’s then-current online user guides, as updated from time to time, and as may be made accessible from within the “Help” feature of the Service. It may also include any tutorials, technical publications, and materials supplied with the Service(s), which include system requirements for implementation and operation of the Software or Subscription Service(s).

1.3 **“Effective Date”** for this Agreement is the date set forth in a signature page to this Agreement, and the Effective Date for each Service Order means the earlier of the date on the applicable Service Order; or the date Client downloads, installs or uses the Software or Client Services.

1.4 **“Invoice”** means any statement of charges issued by Fortra for fees.

1.5 **“Maintenance Services”** means the support and maintenance services provide by Fortra to Client in accordance with the applicable maintenance policies and/or addendum attached.

1.6 **“Person”** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

1.7 **“Personal Information”** means any information relating to an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Personal Information is Confidential Information.

1.8 **“Professional Service”** means implementation or integration services; training services; programming or coding services; data conversion services; consulting, or other customized services, provided by Fortra at the request of the Client, and does not include Software, Maintenance or Subscription Services.

1.9 **“Seats”** means individuals with a unique user identification that can utilize or be managed by the Software, including but not limited, to those individuals that are included in profile data store and designated by Client as either “active” or “inactive”.

1.10 **“Service Order”** means the applicable Quote or statement of work issued by Fortra for the Services, which includes term specific pricing and subject to the terms and conditions set forth in this Agreement and which is signed by a duly authorized representative of Client.

1.11 **“Service(s)”** means, collectively, Software, Subscription Services, Maintenance Services and Professional Services provided by Fortra. The Services provided will be licensed more specifically as set forth in a Service Order and the applicable Addenda.

1.12 **“Software”** means any software provided by Fortra for use in conjunction with the Services, including all updates, add-ons, and enhancements.

1.13 **“Subscription Period”** if applicable, means the annual time period for the grant to the Client of a subscription license to the Software as indicated on an Invoice.

1.14 **“Third-Party Software”**, if applicable, means software products not developed by Fortra and/or its subsidiaries that Fortra may distribute or make available to Client specifically for purposes related to the Services, Software and this Agreement.

1.15 **“Subscription Duration”** is defined in the applicable Service Order, and starts on the Subscription Start Date.

1.16 **“Subscription Service(s)”** is defined as a software as a service application that is licensed for use under this Agreement.

1.17 **“Subscription Start Date”** is defined in the applicable Service Order or date of first use of applicable Service, whichever comes first.

1.18 **“Quote”** means the ordering document or statement specifying the details of the Services to be provided by Fortra and purchased by Client, which may include, without limitation, applicable fees, number of authorized users, the volume of use or data permitted, the Subscription Duration, any Service(s) to be performed by Fortra.

2. Services.

2.1 Agreement to Comply with Terms. Client and Fortra hereby agree to comply with the terms and conditions of this Agreement, for Globalscape the applicable third party infrastructure terms at Microsoft Client Agreement and each Addendum applicable to the Service(s) being procured. The terms and conditions of each such applicable Addendum, Invoice and Service Order are hereby incorporated into this Agreement by this reference.

2.2 Professional Services. If set forth in a Quote, Fortra shall provide Professional Services for Client pursuant to the terms of Fortra's Service Order.

3. Ownership. Grant of Rights

3.1 No Intellectual Property Assignment. Fortra owns all right, title and interest in and to all versions of the Service(s) and all data related to the Service, and the development, creation, and delivery thereof, including, without limitation, any patents, copyrights, service marks, trademarks, trade secrets, and other intellectual property rights therein, and nothing in this Agreement shall be deemed to constitute a transfer or assignment of any such rights. Fortra shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate in the Service any suggestions, enhancement requests, recommendations or other feedback provided by Client relating to the Service ("Feedback"). In no event shall feedback be deemed to be Client Confidential Information.

3.2 Software and Subscription Services. Subject to the terms and provisions of this Agreement, including Client's payment obligations, Fortra hereby grants to Client, and Client hereby accepts, a limited non-exclusive, non-transferable, non-assignable, and worldwide license for the Subscription Duration to access and use the Services in third party cloud platform or infrastructure chosen by Fortra and in object code/executable form for internal business purposes in the quantities set forth in the applicable Service Order, along with the applicable Documentation. The Service will be deemed accepted upon delivery of the access information. Client's use of the Services is subject to Fortra's then current privacy policy.

3.5 Administration of Services. Client shall be solely responsible for the acts and omissions of Client administrator users and any other user who accesses the Services with Client account credentials. Fortra shall not be liable for any loss of data or functionality caused directly or indirectly by the administrator Users. Fortra may modify the Services with or without notice to Client. Clients are responsible for assessing the suitability of each Service for Client's intended use. By using the Services, Client accepts responsibility for use of the Services, and acknowledge that they meet Fortra requirements and enable Fortra's compliance with applicable laws.

3.6 Third-Party Software. Third Party Software that may be appropriate or necessary for use with the Services or Software may be specified in the Documentation or on other portals or websites as applicable.

3.7 Client's Content for Subscription Services. Client at all times retains full right, title and interest to its Confidential Information and as applicable to Services, Content. Client represents and warrants that, to its actual or constructive knowledge, the use or transmission of the Content does not violate any applicable laws. Fortra strongly recommends that Client maintain appropriate backup copies of the Content.

3.8 License to Content. Fortra does not, directly or indirectly, have the ability to view the Content; however in order to provide the Services, certain rights to the Content are required. To that end, Client hereby grants Fortra a non-exclusive, non-transferable (subject to the Assignment section of the Agreement), royalty-free, right to process and display Content during the Term, solely to the extent necessary to provide the Services hereunder.

3.9 Personal Information. In providing the Services hereunder, Client may disclose Personal Information to Fortra. If applicable, Fortra shall process all Personal Information in accordance with the Data Processing Addendum attached as Exhibit A to the applicable Service Order.

3.10 Future Features and Functionality. Client agrees that any purchases under this Agreement are not contingent on the delivery of any future feature or functionality or dependent on any oral or written public or private comments made by Fortra regarding future features or functionality. Fortra may release improvements and other features and functionality in its discretion. Some features and functionality may be available only with certain versions of the Service(s).

3.11 Audit; Excess Users. Client will maintain records reasonably required to verify its compliance with this Agreement. Without limitation to the foregoing, Client will purchase sufficient licenses for the number of Seats or other license metric it will need at all times. On Fortra's written request, not more frequently than annually, Fortra may audit Client's use of the Software or Services. Any such audit shall be conducted during Client's normal business hours and in such a manner as to avoid unreasonable interference with Client's business operations

3.12 Installation and/or Use. Upon payment of the fees, Fortra shall deliver a key to make the current version of the Service(s) available to Client. The Services shall be deemed delivered once it is made available to Client and the license to the Services shall commence

upon such delivery.

3.13 Suspension. Fortra may temporarily suspend your password, account, and access to or use of the Services: (a) Fortra reasonably concludes that Client's use of the Services is causing immediate and ongoing harm to Fortra or others. If Fortra must suspend delivery of the Services, Fortra shall notify Client of the suspension and the parties shall diligently attempt to resolve the issue.

4. Limited Warranties.

4.1 Subscription Services. Fortra represents and warrants that it will perform the Service in a good and workmanlike manner in accordance with applicable industry standards. Client's sole and exclusive remedy and Fortra's entire liability for any breach of this Section 4.1 shall be as follows: Fortra will have thirty (30) days after written notice to deliver a correction that resolves the nonconformance of the Service with this Section 4.1 or shall refund to the Client any prepaid Service fees paid under this Agreement in a prorated amount based on the remaining days in the Subscription Duration, and all remaining obligations under this Agreement shall be terminated.

4.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH ABOVE IN SECTION 4.1, FORTRA DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE FUNCTIONS PERFORMED BY THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SERVICE WILL BE CORRECTED. FORTRA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, CLIENT SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY UPLOAD AND DOWNLOAD TO AND FROM THE SERVICE. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY FORTRA, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. FORTRA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. FORTRA DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR WILL BE UNINTERRUPTED OR ERROR-FREE.

Fortra's Terranova Security Solution Specific Schedule

Terms of Use for Downloadable Content:

When the Products and Services purchased by Client contain downloadable content owned by Fortra or its licensors such as SCORM files, videos, posters and communications tools (the "Downloadable Content"), Fortra hereby grants Client a limited, non-exclusive and non-transferrable right and license to use and reproduce the Downloadable Content during the Subscription Term solely for Client's internal training purposes, for the quantities specified in the Purchase Agreement and in accordance with the Purchase Agreement. Notwithstanding the foregoing, Client does not have the right to modify or create derivative works from the Downloadable Content. Client agrees to demonstrate and prove, upon Fortra's demand and to Fortra's satisfaction, the number of Authorized Users that are using or have used the Products and Services (including the SCORM files) during the Subscription Term. Client agrees to pay Fortra any underpaid fees revealed by such verification.

Client will permanently delete or otherwise destroy any Downloadable Content at the expiration of the Agreement or the relevant Purchase Agreement and will, upon demand, provide a sworn statement by an officer of Client confirming such deletion or destruction.

Usage of Phishing Simulator:

If the Products and Services purchased by Client include the Phishing Simulator, the following terms apply: (a) the Phishing Simulator does not store any information directly provided by users being subjected to simulated phishing attempts. The Phishing Simulator collects such information as the IP address of the user, browser type, operating system, etc., which can then be incorporated in the reports generated by the platform; (b) Client agrees to use the Phishing Simulator only in compliance with applicable laws, including intellectual property laws. For greater clarity, the Client agrees that, when operating the Phishing Simulator, it will only make use of third-party text, graphic or other protected content with the permission of its owner or pursuant to an exception existing under applicable law, such as fair use, fair dealing or other similar exceptions, that allows for the use of protected content for educational purposes; (c) Client acknowledges that the Phishing Simulator can only be used for training purposes, with the objective of increasing the awareness of users to phishing attacks; (d) Client may only use the Phishing Simulator internally, with its employees, and at all times in compliance with its internal policies; and (e) Client may only use the Phishing Simulator to send electronic mail messages to addresses belonging to domains owned by it or under its control.

Usage of Gmail Phish Submitter and Outlook Phish Submitter add-ons:

Phish Submitter allows end users to report phishing simulations emails and other suspicious messages. Emails reported via Phish Submitter are immediately forwarded to security response team.

Fortra's Tripwire Managed Services Schedule

1. Scope. With respect to Fortra's Tripwire Solution, this Schedule sets forth additional terms and conditions regarding Client's use of the ExpertOps managed services ("Services") as identified on an Order Form, and purchase of Professional Services relating to such Services. Notwithstanding any reference to "purchase" in this Schedule or in an Order Form, Software is licensed, not sold. This Schedule will control in case of any conflict between the terms and conditions in this Schedule and the Master Solutions Agreement ("Agreement") with respect to the Fortra's Tripwire Solution.

2. Definitions. Capitalized terms not defined herein have the meaning given to them in the Agreement.

2.1. "**Administrative Data**" means limited personal contact information, such as name, telephone number and email address, of a party's representatives who are directly involved in the administration and management of the Agreement and the Services provided under the Agreement, including, without limitation, personal contact information of registered users provided as part of the Services registration process.

2.2. "**Collected Data**" means technical data generated from use of the Services regarding use, performance and types of environments scanned, which Fortra may collect and use on an aggregated, anonymized basis only to (a) optimize and improve its products and services, or otherwise operate Fortra's business; and/or (b) analyze, publish and report on industry trends. Collected Data does not include Client Content.

2.3. "**Client Content**" in the context of this Schedule, means all Client system information provided by Client, and configuration information accessed or managed by Fortra in the performance of the Services, excluding Administrative Data and Collected Data.

2.4. "**Hosted Service**" means the managed service offering hosted by Fortra, as described in the Service Description, including any updates, enhancements, and new features to such offering that Fortra makes available during the Term at no additional charge. The Hosted Service also includes the installation, implementation, and configuration of Software related to use of the Hosted Service, provided by Fortra.

2.5. "**Remote Operations**" means the remote management by Fortra of Client's on-premise Software, as described in the Service Description. Remote Operations also includes any updates, enhancements, and new features to such offering that Fortra makes available during the Term at no additional charge. Remote Operations requires at least one year of support. Fortra will provide Client with technical support and new releases that Fortra makes generally available in accordance with Fortra's Support Policies in effect at the commencement of each support term, found at www.tripwire.com/terms.

2.6. "**Professional Services**" means professional consulting services and training offerings identified in an Order Form and provided by Fortra per the Tripwire Professional Services Schedule. Examples of such additional Professional Services are listed in the Service Description under 'Excluded Services.' Such Professional Services are available on a time and expense basis and will be quoted separately.

2.7. "**Service**" means, except where specifically stated otherwise, both methods of provision of the Tripwire ExpertOps managed service: Hosted Services and Remote Operations. Service does not include Professional Services or Cloud Services.

2.8. "**Service Description**" means the description of Services for the Service Tier, in effect at the commencement of each Term, available upon request.

2.9. "**Service Level Agreement**" or "**SLA**" is the Service Level Agreement for the Service Tier, in effect at the commencement of each Term, available upon request.

2.10. "**Service Tier**" means the Services level (defined in the Services Description) selected by Client, as identified in the Order Form.

2.11. "**Software**" means (a) for Remote Operations, Tripwire software products purchased separately by Client and installed on Client systems by Client or, if purchased, with the assistance of Tripwire Professional Services; and (b) for Hosted Services, Tripwire software products, identified in an Order Form, used to provide the Hosted Service during the Term, including all new releases provided by Fortra as part of the Hosted Service during the Term.

2.12. "**Term**" means the initial minimum period of time for which Client commits to purchase and pay for Services, as set forth in an Order Form, or any subsequent, sequential Service period for which Client places an Order Form. Unless stated otherwise in an Order Form, each Term will be twelve months.

3. The Service.

3.1. General Description. The Services pertain to Fortra's delivery of the certain Tripwire Software as a managed service. The Service may be hosted by Fortra in the cloud ("Hosted Service") or may be available via remote management of the Client's on-premises Software solutions licensed to Client separately ("Remote Operations"). Fortra shall make the Services available to Client during the Term pursuant to this Schedule, the relevant Order Form, and the relevant published Service Descriptions and SLA. Client may increase the number of monitored nodes and/or upgrade the Service Tier during a Term by placing an order and paying the applicable fees. Client's access to and use of the Services from certain countries may be restricted by applicable laws and may be subject to technical limitations of the Services.

3.2. Delays. Any delays in Fortra's ability to perform Professional Services or deliver the Service caused by Client may result in additional applicable charges for Fortra resource time.

3.3. Delivery, Term and Renewal. All Software is delivered electronically. The Remote Operations offering is provided in full month increments and the initial Service Term begins on the first day of the month in which the Service is activated. For the Hosted Service, the initial Service Term (i) begins on the day in which Fortra provides to Client user access credentials to the ExpertOps console, proxy appliances, and Tripwire Enterprise agents for download, and (ii) continues for the Term specified in the Order Form. The Term will not automatically renew; Client must place an Order Form for each renewal Term. Fortra may notify Client of the planned end of availability of a given Service by giving at least six (6) months prior written notice before such end of Service availability. This notice may be given by email to Client's then-current business or technical contact, and/or by publication on the applicable interface(s) through which Client's administrator interacts with the Service. During such notice period, Fortra will continue to provide the Service as described herein.

3.4. Limited Warranty; Disclaimers. During each Term, Fortra will use commercially reasonable efforts to provide the Service in substantial conformance to the Service Description and Service Level Agreement. FORTRA'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY IN THIS SECTION 3.6 WILL BE TO PROVIDE THE APPLICABLE SLA CREDIT TO CLIENT AS DESCRIBED IN THE SERVICE LEVEL AGREEMENT, PROVIDED CLIENT HAS GIVEN FORTRA A WRITTEN REQUEST FOR THE SLA CREDIT WITHIN 10 DAYS AFTER THE DATE ON WHICH THE EVENT GIVING RISE TO THE SLA CREDIT OCCURRED.

3.5. Support. The Service includes access to customer support as described in the Service Description.

4. Data.

4.1. PCI DSS Responsibility Matrix. The parties acknowledge that, except for Remote Operations, compliance with specific PCI DSS requirements for cardholder data environments that the Service accesses shall be the responsibility of Client, Fortra, or shared, as enumerated in the PCI DSS responsibility matrix, available upon request. Fortra will not be liable for the disclosure, monitoring, loss, alteration or corruption of Client Content to the extent it results from Client's failure to implement reasonable security measures to protect against unauthorized use of facilities, computers, network access devices or passwords.

4.2. Protection of Client Content. For Hosted Services, excluding Remote Operations, Fortra will maintain administrative, physical, and technical safeguards for the purpose of protecting the security, confidentiality and integrity of Client Content, as described in the SOC 2 audit in effect at the commencement of a Term, which is available on request. Fortra will use commercially reasonable efforts to avoid (a) disclosing Client Content except as compelled by law in accordance with the Agreement or as expressly permitted in writing by Client; or (b) accessing Client Content except to provide the Services or prevent or address service or technical problems, or at Client's request in connection with Client support matters.

4.3. Restoring Client Content. In the event of any inadvertent deletion or corruption of any Client Content that is stored on the Hosted Service, Fortra will use commercially reasonable efforts to restore the deleted or corrupted Client Content from the latest backup of such Client Content that Fortra maintains in accordance with Fortra's standard archival procedures. FORTRA'S EFFORTS TO RESTORE DELETED OR CORRUPTED CLIENT CONTENT PURSUANT TO THIS SECTION 4.3 WILL CONSTITUTE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND FORTRA'S SOLE LIABILITY FOR OF ANY DELETION OR CORRUPTION OF CLIENT CONTENT. This Section 4.3 does not apply to Remote Operations

4.4 Excluded Data and Erasure. Other than Administrative Data, Fortra does not require access to, and Client shall not provide, Excluded Data. Client must inform Fortra of any Excluded Data within Client Content promptly after discovery and take all necessary action to cease the transmission of Excluded Data. If Client inadvertently discloses any Excluded Data in the course of receiving Services, Fortra will (a) at Client's direction either return such information to Client or destroy such information as soon as Fortra becomes aware of such disclosure; and (b) treat such information as Confidential Information under the terms of this Agreement.

4.5. Administrative Data. Each party may provide Administrative Data to the other party. Recipient may store the Administrative Data in databases located and accessible globally by their respective personnel and use it for purposes reasonably necessary to the administration of this Agreement.

Fortra's Tripwire Professional Services Schedule

1. Scope. With respect to Fortra's Tripwire Solution, this Schedule sets forth additional terms and conditions regarding Client's purchase of professional services ("Professional Services") as identified on an Order Form. Professional Services include (i) typical product implementation, upgrade, and enhancement; (ii) typical design and architecture services and integrations of product data to/from other third-party change management or monitoring tools; and (iii) term-based engagements, either remote or on-site, for consistent operation of products ("Resident Engineer"). The scope of a Professional Services engagement may be further defined in an engagement letter or statement of work issued by Fortra, which is governed by this Schedule and the Master Solutions Agreement ("Agreement"). This Schedule will control in case of any conflict between the terms and conditions in this Schedule and the Agreement with respect to the Fortra's Tripwire Solution.

2. Policies and Procedures. If it is necessary for Fortra to have access (either on-site or remotely) to Client's network or computer systems to perform the Professional Services, Fortra shall limit its use to those computer systems, files, software, or services reasonably required to perform the Professional Services. Fortra shall follow Client's safety and security rules and procedures which are provided to Fortra in writing.

3. Fees and Invoicing.

3.1. Professional Services are billed in full-day increments only. A "Day" is defined as 8 hours of scheduled availability of a Fortra resource. The quoted number of Days is an estimate based on the assumptions that Client will: a) have sufficient staff participation to provide information; b) help with problems specific to Client; and c) perform required testing in a timely manner. Any changes in scope will be made in writing and must be approved by authorized representatives of Client and Fortra.

3.2. Fortra will invoice Client for the fees and reimbursable expenses as stated in the Order Form. For any prepaid Professional Services, Client agrees that if it has not used the prepaid Professional Services within one year, Fortra has no further obligations and Client shall not be entitled to a refund.

3.4. If applicable, travel costs are governed by applicable Federal travel regulations.

4. Scheduling.

4.1. On Fortra's acceptance of an Order Form for Professional Services, Fortra will contact Client to set an agreed-upon schedule for the Professional Services engagement based on availability of Fortra and Client resources. If Client purchases 5 or more Days of Professional Services, Client may choose to schedule Fortra resources for 4 consecutive 10-hour workdays, to be invoiced as 5 Days.

4.2. Fortra requires at least 10 business days' notice if Client chooses to reschedule a scheduled Professional Services engagement.