

## Omnissa General Terms

- August 22, 2024

**By placing an Order through a General Services Administration (GSA) Schedule or a Federal Supply Schedule, Customer agrees to be bound by the terms of the Agreement.**

### 1. OFFERINGS.

1. **Applicable Terms.** The terms of the Order and these General Terms, including the applicable Exhibits and Offering-specific Notes (collectively, the “**Agreement**”) govern Customer’s use of the Offerings. The following descending order of precedence applies: (a) the Order; (b) the General Terms; (c) the Exhibits; and (d) the Offering-specific Notes.
2. **Users.** Customer is responsible for its Users’ compliance with the Agreement.
3. **Restrictions.** Customer may use the Offerings only for its internal use and for the benefit of its Affiliates. Affiliates may not use the Offerings. Customer may not resell or sublicense its rights to the Offerings. Customer may not use the Offerings in an application service provider, service bureau, hosted IT service, or similar capacity for third parties.
4. **Benchmarking.** Customer may use the Offerings to conduct internal performance testing and benchmarking studies. Customer may only publish or distribute study results with Omnissa’s approval.
5. **Evaluations.** Evaluations are for 30 days (unless Omnissa specifies otherwise in writing). Customer may not have access to data in the Evaluation after it ends. Evaluations are provided “AS IS” without indemnification, support, service level commitment, or warranty of any kind, express or implied.

### 2. ORDERS AND PAYMENTS.

1. **Orders.** Orders are binding when Omnissa accepts them, which is deemed to occur on Delivery.
2. **Purchase Orders.** Reserved.
3. **No Refunds.** Reserved.
4. **Overages.** Customer must pay all fees for use of the Offerings, including amounts for add-on features and fees incurred based on usage. Omnissa may bill Customer directly for metered or overage fees, even if Customer originally purchased the Offerings through an Omnissa authorized reseller. Customer will be charged at the agreed upon prices, as agreed to by the authorized Omnissa reseller.
5. **Direct Orders.** This section 2.5 (Direct Orders) applies only to Orders placed directly with Omnissa. If Customer purchases entitlements to the Offerings through an Omnissa authorized reseller, different terms regarding invoicing, payment, and taxes may apply.

6. **Payments.** Except as specified in an Order, fees for the Offerings will be governed by the applicable price list at the time of invoicing. Customer must pay all undisputed fees and approved expenses within 30 days from the date of invoice. After 30 days, interest will accrue at a monthly rate equal to the amount indicated by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.
7. **Disputes.** To dispute any fees in good faith, Customer must notify Omnissa in writing of the reasons for the dispute before the payment due date. The parties must negotiate in good faith to resolve the dispute as soon as reasonably practicable. Omnissa will not suspend or terminate Customer's access to any Offering because of any unpaid, disputed fees while Customer and Omnissa are negotiating to resolve the dispute.
8. **Taxes.** Omnissa's authorized reseller shall state separately on invoices taxes excluded from the fees, and the Customer 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 FAR 52.229-1 and FAR 52.229-3.

### 3. **TERM.**

1. **Term.** The Agreement applies to the Offerings from the effective date of the Order until the expiration or termination of Customer's entitlement to the Offerings as set forth in the Agreement.
2. **Temporary Suspension.** In the event of a security risk to a Service or its users, Omnissa may temporarily suspend Customer's use of that Service.
3. **Termination.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Omnissa shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Except as otherwise expressly provided in the Agreement, or as required by applicable law or regulation, termination of the Agreement will not entitle Customer to any credits, exchanges, and Customer will be liable for all fees incurred as a result of the termination.
4. **Effect of Termination:** Upon termination of the Agreement: (a) all entitlements to the applicable Offerings immediately end; (b) Customer must stop using, and destroy any copies of, those Offerings; and (c) each party must return or destroy any Confidential Information of the other party in its control (other than information that must be retained by law). Any provision of the Agreement that is intended by the parties to survive termination of the Agreement will survive.

### 4. **CONFIDENTIAL INFORMATION.**

1. **Protection.** Recipient must protect Discloser's Confidential Information with at least the same care as it protects its own Confidential Information but not less than reasonable care. Recipient may not use Discloser's Confidential Information except to exercise its rights and perform its obligations under the Agreement. Recipient may disclose Confidential Information only to Recipient's Affiliates, employees and contractors who need to know the Confidential Information for purposes of the Agreement and who have

a duty of confidentiality no less restrictive than this section 4.(Confidential Information). Omnissa recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.

2. **Exceptions.** Recipient’s obligations under section 4.1. (Protection) do not apply if the information: (a) is rightfully known by Recipient at the time of disclosure without any obligation of confidentiality; (b) is lawfully disclosed to Recipient by a third party without confidentiality restrictions; (c) becomes publicly available through no fault of Recipient; or (d) is independently developed by Recipient without access to or use of Discloser’s Confidential Information.

3. **Injunctive Relief:** Reserved.

## 5. **OWNERSHIP.**

1. **Customer Content.** Customer retains all Intellectual Property Rights in and to Customer Content.
2. **OMNISSA IP:** Omnissa retains all Intellectual Property Rights in and to the Offerings, including any improvements, enhancements, and modifications, and derivative works. If Customer provides any feedback about the Offerings, Omnissa may use that feedback without restriction.
3. **Commercial Computer Software.** The Software and Cloud Services are deemed to be “commercial computer software,” and the accompanying Documentation is deemed to be “commercial computer software documentation,” pursuant to FAR 12.212(b) and Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202, as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the Software, Cloud Services, or Documentation by or for the U.S. Government shall be governed solely by the terms and conditions of the Agreement.
4. **Technical Data- Commercial Items.** Any technical data provided under this Agreement is in accordance with DFARS 252.227.7015. The Customer shall only have commercial rights in technical data provided Agreement as specified in DFARS 252.227.7015. Nothing in this clause shall be construed to grant the Customer rights to use, modify, reproduce or disclose technical data beyond the scope permitted under DFARS 252.227-7015.
5. **Reservation of Rights.** Except as expressly provided in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other party’s content or intellectual property.

## 6. **LIMITED WARRANTIES.**

1. **Software and Cloud Services.** Omnissa warrants that Software and Cloud Services will substantially conform with the Documentation: (a) for Software, for 90 days following Delivery; or (b) for Cloud Services, for the Subscription Term. Customer must properly install and use the Offerings without modification and in accordance with the Documentation. Customer must notify Omnissa of an alleged breach of this warranty within the applicable warranty period. As Customer’s sole remedy for a breach of this warranty, Omnissa must either: (1) correct any reproducible error in the Software or Cloud Service; or (2) terminate Customer’s entitlement to the Software or Cloud Service and refund any applicable: (i) prepaid fees for Cloud Services or Subscription Software, prorated for the remaining portion of the then-current Subscription Term; (ii) fees paid

for Perpetual Licenses, less straight-line depreciation over a three-year useful life; and (iii) unamortized prepaid fees for discontinued Support Services.

2. **Professional Services and Support Services.** Omnissa warrants that Professional Services and Support Services will be performed in a professional manner following industry standards. Customer must notify Omnissa within 30 days of an alleged breach of this warranty. As Customer's sole remedy for a breach of this warranty, Omnissa must either: (a) rectify the breach; or (b) terminate the applicable Service and refund any unamortized prepaid fees for that Service.
3. **Disclaimer of Warranties.** Except for the limited warranties in this section 6 (Limited Warranties), to the maximum extent permitted by law Omnissa, for itself and on behalf of its suppliers, disclaims all warranties and conditions whether express, implied, or statutory, including any warranties of satisfactory quality, title, or non-infringement, and any warranty arising from course of dealing or course of performance, relating to the Offerings. Neither Omnissa nor its suppliers warrant that the Offerings will operate uninterrupted, that Offerings will be free from defects or errors, or that the Offerings will meet (or are designed to meet) Customer's requirements. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA MULTIPLE AWARD SCHEDULE CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

## 7. INDEMNIFICATION.

1. **Defense and Indemnification.** Subject to the remainder of this section 7 (Indemnification), Omnissa has the right to intervene to: (a) defend Customer against any Infringement Claim; and (b) indemnify Customer from amounts finally awarded against Customer by a court of competent jurisdiction or a government agency, or agreed to in settlement, for the Infringement Claim. 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., pursuant to its jurisdictional statute 28 U.S.C. §516.
2. **Requirements.** Customer must provide Omnissa with prompt notice of any Infringement Claim and reasonably cooperate with Omnissa's requests for assistance. Omnissa will have control of the defense and settlement of the Infringement Claim.
3. **Exclusions.** Omnissa has no obligation under this section 7 (Indemnification) with respect to an Infringement Claim based on: (a) combination of Indemnified Materials with non-Omnissa materials; (b) use of an older version of Indemnified Materials when use of a newer version would have avoided the infringement; (c) any modification to Indemnified Materials other than those made by Omnissa; (d) any Deliverable provided by Omnissa in accordance with Customer's specifications; (e) any claim relating to open source software or freeware technology that is not embedded by Omnissa into the Offerings; or (f) any Indemnified Material provided on a no-charge, beta, or evaluation basis.
4. **Remedies.** If Indemnified Materials become, or in Omnissa's reasonable opinion are likely to become, the subject of an Infringement Claim, Omnissa will, at its option and expense, either: (a) procure the necessary rights for Customer to keep using the Indemnified Materials; or (b) modify or replace the Indemnified Materials to make them

non-infringing. If those remedies are not commercially feasible, Omnissa may terminate Customer's entitlement to the Indemnified Materials and refund any applicable: (i) prepaid fees for Cloud Services or Subscription Software, prorated for the remaining portion of the then-current Subscription Term; (ii) fees paid for Perpetual Licenses or Deliverables, less straight-line depreciation over a three-year useful life; and (iii) unamortized prepaid fees for discontinued Support Services.

5. **Sole Remedy.** This section [7](#) (Indemnification) states Customer's sole remedy and Omnissa's entire liability for Infringement Claims.

## 8. LIMITATION OF LIABILITY.

1. **Disclaimer.** To the maximum extent permitted by law, neither party will be liable under the Agreement for lost profits or business opportunities, loss of use, loss of data, loss of goodwill, business interruption, or any indirect, special, incidental, or consequential damages under any theory of liability. This limitation will apply regardless of whether a party has been advised of the possibility of those damages and regardless of whether any remedy fails of its essential purpose. 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. THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-81 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).
2. **Cap on Monetary Liability.** Each party's aggregate liability under the Agreement will not exceed amounts paid by Customer to Omnissa for the Offerings pursuant to the Purchase Orders giving rise to the claim.
3. **Exclusions.** The limitations of liability in sections 8.1 (Disclaimer) and 8.2 (Cap on Monetary Liability) will not apply to: (a) Omnissa's indemnification obligations under section 7. (Indemnification); (b) either party's infringement of the other party's Intellectual Property Rights; (c) Customer's violation of section 2 of the Cloud Services Exhibit (Acceptable Use); or (d) any liability that may not be limited by law.
4. **Further Limitations.** Omnissa's liability for any third-party software embedded into any Software (including, for the avoidance of doubt, Subscription Software) or Cloud Service is subject to this section 8 (Limitation of Liability). Omnissa's suppliers have no liability under the Agreement, and Customer may not bring claims directly against them. Omnissa has no liability with respect to any Third-Party Content.

## 9. DATA USE AND PRIVACY.

1. **Personal Data.** If Omnissa acts as a processor of Personal Data, Omnissa will process that Personal Data in accordance with the Data Processing Addendum.
2. **Account, Operations, and Usage Data.** Omnissa collects Customer contact and purchase information to manage Customer's account and to fulfill Orders. Omnissa also processes:

(a) information necessary to facilitate delivery and operation of the Offerings, verify compliance with the terms of the Agreement, to invoice, and to provide Support Services; and (b) configuration, performance, and usage data to improve Omnissa products and services, and other analytics purposes as detailed in the Offering-specific Notes. To the extent any of that data includes information that identifies an individual, Omnissa will process that information in accordance with Omnissa's Products and Services Privacy Notice attached hereto and available at <https://www.omnissa.com/trust-center/#privacy-notice>.

**Support Requests and Professional Services.** Customer is responsible for taking steps necessary to protect any sensitive information or Personal Data that it provides to Omnissa while receiving Support Services or Professional Services. Those steps may include obfuscating or removing such information, or working with Omnissa at the time of submission to limit disclosure.

3. **Required Disclosures.** Omnissa may disclose Customer Content or Confidential Information if Omnissa is required by law or by order of a judicial or administrative body of competent jurisdiction (a "**Demand**"). Unless legally prohibited from doing so, Omnissa will provide Customer with notice and a copy of the Demand. If the Demand relates to Cloud Services, Omnissa will (i) inform the relevant authority that Omnissa is a service provider acting on Customer's behalf and that all requests for access to Customer Content must be directed in writing to the contact that Customer identifies (or, if no contact is timely provided, to Customer's legal department) and (ii) only provide access to Customer Content if the competent authority rejects the redirect request. If Customer requests, and at Customer's expense, Omnissa will take reasonable steps to contest the Demand. If Omnissa is legally prohibited from notifying Customer of the Demand, Omnissa will evaluate the validity of the Demand, and, if Omnissa does not believe the Demand is legal, Omnissa will challenge the Demand. Omnissa will limit the scope of any disclosure to the minimum information required to comply with the Demand.
4. **Security Measures.** Omnissa has implemented and will maintain the technical and organizational security measures set forth in the Omnissa Security Addendum, attached hereto and found at <https://www.omnissa.com/legal-center>.
10. **OPEN SOURCE SOFTWARE.** Open source software is licensed to Customer under the open source software's own applicable license terms, which can be found in either the open source\_licenses.txt file accompanying the Offerings, the Documentation, or the customer portal. These license terms are consistent with the license granted in the Agreement and may contain additional rights benefiting Customer. The open source license terms take precedence over the Agreement to the extent that the Agreement imposes greater restrictions on Customer than the applicable open source license terms. To the extent the license for any open source software requires Omnissa to make the corresponding source code and/or modifications (the "**Source Files**") available to Customer, Customer may obtain a copy of the applicable Source Files by sending a written request to <mailto:OSS@omnissa.com>. All requests should clearly specify: Customer's name, address, the product name and version, operating system, date of purchase, and Source Files requested. This offer to obtain a copy of the Source Files is valid for three years from the date Customer acquires its entitlement to the Offering.
11. **MISCELLANEOUS.**
  1. **Assignment.** Customer may not assign the Agreement or any Order without Omnissa's

prior consent. Omnissa may not assign this Agreement or any Order without securing the Governments approval as set forth in FAR 42.1204. Once validly assigned, the Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

2. **Notice.** All notices must be in writing. Notices to Customer will be given (a) by email to the email address associated with Customer's account, if Customer has subscribed to email notices; or (b) by posting in the Omnissa customer portal. Legal notices to Omnissa will be given to Omnissa at [Legal-Notices@omnissa.com](mailto:Legal-Notices@omnissa.com).
3. **Waiver.** Waiver of a breach of the Agreement will not constitute a waiver of any later breach of the Agreement.
4. **Severability.** If any part of the Agreement is held to be invalid or unenforceable, all remaining provisions will remain in force to the extent feasible to effectuate the intent of the parties.
5. **Compliance with Laws.** Each party must comply with all applicable laws regarding the party's performance under the Agreement.
6. **Export Regulations & Sanctions.** Customer acknowledges that Omnissa's Offerings are subject to the Export Administration Regulations ("EAR") of the United States. Customer may not export or re-export Offerings except in compliance with the EAR and related rules and regulations and other non-U.S. laws, as applicable. Customer shall not and shall not allow any third party to remove or export from the United States or allow or cause the export or re-export of any Offerings: (a) into (or to a national or resident of) any embargoed country (at the effective date of these General Terms as noted above, the Crimea, Donetsk, or Luhansk regions of Ukraine, Cuba, Iran, North Korea, and Syria); (b) to anyone on the U.S. Commerce Department's prohibited parties lists (including but not limited to the Entity List, Denied Persons List, and Unverified List); (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) in violation of any export or import restrictions, laws or regulations of any other applicable jurisdictions. Customer agrees to the foregoing and warrants that it has appropriate systems and processes in place designed to ensure its compliance with clauses (a) through (d) above. The Offerings are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the U.S. government. Further, in connection with the Agreement and its access to and use of the Offerings, Customer will comply with all applicable economic or financial sanctions and trade embargoes. Refer to Omnissa's Export Control & Sanctions Compliance Notice <https://static.omnissa.com/uploads/export-control-information.pdf>.
7. **Governing Law.** The Agreement is governed by the Federal laws of the United States. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
8. **Public Sector End User.** If Customer is a Public Sector End User, the Public Sector Exhibit, attached herein and available at <https://omnissa.com/legal-center/> supersedes or modifies the referenced provisions of the Agreement.

9. **Third Party Rights.** Other than as expressly stated, the Agreement does not create any rights for any person who is not a party to it. Only persons who are parties to the Agreement may enforce or rely on any of its terms.
10. **Force Majeure.** Excusable delays shall be governed by FAR 52.212-4(f).
11. **No Agency.** Nothing in the Agreement is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the parties. Neither party has authority to bind the other party.
12. **Translation.** Any non-English version of these General Terms is provided only as a courtesy, and Customer's use of the Offerings is governed by the English version of these General Terms and found at <https://omnissa.com/legal-center/>.
13. **Counterparts.** The Agreement may be signed electronically or in counterparts, in which case each signed copy will be deemed an original as though both signatures appeared on the same document.
14. **Entire Agreement.** The Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, and accepted Purchase Order(s), contains the entire agreement of the parties with respect to the subject matter of the Agreement, and supersedes all previous or contemporaneous communications, representations, proposals, commitments, understandings, and agreements, whether written or oral, between the parties regarding its subject matter. The Agreement may be amended only in writing and signed by both parties.

## 12. DEFINITIONS.

**Affiliate** means an entity that is directly or indirectly controlled by, is under common control with, or controls a party, where "control" means an ownership, voting, or similar interest representing more than 50% of the total interests outstanding of that entity at the relevant time.

**Cloud Service** means the Omnissa cloud service specified in Customer's Order.

**Cloud Services Guide** means the Omnissa Cloud Services Guide, available at <https://omnissa.com/legal-center/> and attached herein.

**Confidential Information** means information or materials provided by a party ("Discloser") to the other party ("Recipient") that: (a) is in tangible form and labelled "confidential" or similar; or (b) information which a reasonable person knew or should have known to be confidential. Confidential Information includes: (1) license keys; (2) Omnissa product roadmaps, or strategic marketing plans; (3) non- public materials relating to the Offerings; and (4) Customer Login Credentials. When the end user is the Federal Government, neither this Agreement nor the pricing terms are confidential information notwithstanding any such markings.

**Customer** means the entity identified in the Order as "Customer".

**Customer Content** means content uploaded by Customer or any User into a Cloud Service or provided to Omnissa as a part of Support Services, but does not include Third-Party Content or account information. For purposes of this definition, "content" means any data, including all text, sound, video, or image files, and software (including machine images).

**Data Processing Addendum** means the Omnissa Data Processing Addendum, available



at <https://omnissa.com/legal-center/> and attached herein.

**Deliverables** means any reports, analyses, scripts, templates, code, or other work results delivered by Omnissa as specified in the applicable SOW for Professional Services.

**Delivery** means: (a) for Cloud Services, when Omnissa emails the Login Credentials to the email address associated with Customer's account; (b) for Software, when Omnissa notifies Customer of availability of the Software for download; (c) for Support Services, upon Omnissa's issuance of an invoice for those Support Services; and (d) for Professional Services, as specified in the applicable SOW.

**Documentation** means the product documentation describing the features, functionality, and use of the Offerings published and non-materially updated by Omnissa from time to time.

**Evaluation** means an Offering (or part of an Offering) made available free of charge, for evaluation, trial, proof of concept, or similar purpose.

**Exhibits** means the exhibits to these General Terms <https://omnissa.com/legal-center/> and attached [herein](#).

**Indemnified Materials** means the Cloud Services, Software, and Deliverables.

**Infringement Claim** means any claim by a third party that the Indemnified Materials infringe any patent, trademark, or copyright of that third party, or misappropriate a trade secret (only to the extent that misappropriation is not a result of Customer's actions).

**Intellectual Property Rights** means all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, know-how, inventions, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.

**Login Credentials** means any passwords, authentication keys, or security credentials that enable Customer's access to and management of the Cloud Service.

**Offering(s)** means, collectively, Services or Software.

**Offering-specific Notes** means the applicable license notes or services notes found in the Product Guide, the Cloud Services Guide, and the Support Services Guide.

**Order** means an enterprise order, SOW, quote, or other ordering document for Offerings, issued by Customer to Omnissa or to Customer's Omnissa authorized reseller and accepted by Omnissa described in section [2](#). of these General Terms (Orders and Payments).

**Perpetual License** means a license to the Software with a perpetual term.

**Personal Data** is defined in the Data Processing Addendum.

**Product Guide** means Omnissa's Product Guide attached herein

**Professional Services** means those services described in the applicable SOW.

**Public Sector End User** is defined in the Public Sector Exhibit.

**Service Level Agreement** means the then-current version of the applicable service level agreement for a Cloud Service, <https://omnissa.com/legal-center/> and attached [herein](#).

**Service(s)** means Cloud Services, Support Services, or Professional Services.

**Software** means the Omnissa computer programs that Customer licenses under an Order, together with any related software code that Omnissa provides as part of Support Services and that is not subject to a separate license agreement.

**SOW** means a written agreement between Customer and Omnissa containing project-specific details of the Professional Services or the applicable Omnissa online datasheet.

**Subscription Software** means Software that is licensed for a specific term.

**Subscription Term** means the period Customer is permitted to use a Cloud Service or Subscription Software, as stated in the applicable Order. For any on-demand Cloud Services, Subscription Term means the period during which Customer uses the Cloud Service.

**Support Services** means Omnissa support that are purchased under an Order or included with purchase of Subscription Software or Cloud Services.

**Support Services Guide** means Omnissa's Support Services Guide, [https://omnissa.com/legal-center/ and attached](https://omnissa.com/legal-center/and-attached) herein.

**Tax** means any sales, consumption, VAT, GST, use, gross receipts, business and occupation, withholding, and other taxes (other than taxes on Omnissa's income), export and import fees, customs duties, and similar fees imposed by any government or other authority.

**Third-Party Agent** means a third party delivering information technology services to Customer under a contract with Customer.

**Third-Party Content** means content provided by a third party that interoperates with a Cloud Service, but that is not part of the Cloud Service. Third-Party Content is optional and is subject to the third-party terms accompanying the Third-Party Content. By executing this agreement, the Customer does not agree to be bound by any Third-Party terms not attached to this Agreement without executing an agreement in writing. The Customer acknowledges that third party software has different terms.

**User** means an employee, contractor, or Third-Party Agent that Customer authorizes to use the Offerings as permitted under the Agreement or under Customer's Login Credentials.

**Omnissa** means Omnissa, LLC, a Delaware limited liability company, if the billing address for the Order is in the United States, or Omnissa International Unlimited Company, a company organized and existing under the laws of Ireland, if the billing address for the Order is outside the United States.

## OMNISSA CLOUD SERVICES EXHIBIT

This Cloud Services Exhibit to the Omnissa General Terms applies if Customer purchases an entitlement to any Omnissa Cloud Service.

### **1. CLOUD SERVICES.**

- 1.1. Customer may use a Cloud Service for the Subscription Term in accordance with the Agreement and the Cloud Services Guide. Omnissa will deliver the Cloud Service in accordance with the Service Level Agreement.
- 1.2. If the Cloud Service includes an entitlement to Software, that Software is subject to the Software Exhibit.

### **2. ACCEPTABLE USE.**

- 2.1. Customer must not use the Cloud Service: (a) in a way prohibited by law or that would cause a violation of law; (b) to violate the rights of others; (c) to try to gain unauthorized access to, test the vulnerability of, or disrupt any Service, device, data, account, or network; (d) to distribute spam or malware; (e) in a way that could cause harm or impair anyone's use of the Service; (f) in a way intended to work around technical limitations, recurring fees calculation, or usage limits of the Service; or (g) for High Risk Activities.
- 2.2. Customer must not upload any content that: (a) may create a risk of harm to any person or property; (b) may constitute or contribute to a crime or a tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) Customer does not have a right to upload; (e) information subject to HIPAA (unless Customer has signed a business associate agreement with Omnissa); (f) requires an export license or is restricted under applicable export control laws; (g) is required to be classified or listed on the United States Munitions list or similar list published for the jurisdiction in which the applicable data center is located; (h) contains ITAR-related data; or (i) is otherwise prohibited in the Agreement.

### **3. SECURITY MEASURES.**

- 3.1. Omnissa will implement and maintain appropriate technical and organizational security measures designed to protect the confidentiality, integrity, and security of Customer Content. Omnissa will not access or disclose Customer Content except as necessary to provide the Cloud Service, described in the Offering-specific Notes, or as described in section 9.4 of the General Terms (Required Disclosures). Uploading Customer Content to the Cloud Service is not a disclosure of Customer Content to Omnissa.
- 3.2. Customer must: (a) take appropriate steps to protect Customer Content; (b) provide any necessary notices to and obtain any legally required consents from Customer's Users; (c) notify Omnissa as soon as possible if Customer believes its account has been compromised; and (d) reasonably cooperate with Omnissa to resolve issues related to Customer's use of the Cloud Service. Customer is responsible for ensuring that the Cloud Service is appropriate for Customer's intended use. Customer is responsible for any use of the Cloud Service that occurs under its Login Credentials.

### **4. MODIFICATIONS AND END OF AVAILABILITY.**

- 4.1. Omnissa may make commercially reasonable modifications to the Cloud Service, the Cloud Services Guide, or the Service Level Agreement. Any changes will become effective on the date published.
- 4.2. If Omnissa makes a change that has a material, detrimental impact on Customer's use of a Cloud Service, Omnissa will notify Customer prior to the effective date of that change. Customer will have thirty (30) days following the date of that notice to terminate Customer's entitlement to the Cloud Service. Customer may terminate its entitlement to the Cloud Service under this section 4.2 by providing Omnissa notice that states the effective termination date. Before ending the availability of a Cloud Service, Omnissa must provide at least six months' prior notice.

- 4.3. Customer is responsible for all fees incurred prior to the effective termination date or end of availability of the Cloud Service. Omnissa will refund any prepaid fees, prorated as of the effective termination date or end of availability.
- 4.4. Customer agrees that the purchase of any Cloud Service is not contingent on Omnissa providing any future features or functionalities.
5. **SUPPORT REQUESTS.** Omnissa will provide Support Services for the Cloud Service. Omnissa may require limited access to Customer's instance of the Cloud Service to respond to Customer's support requests.
6. **DATA DELETION.** Deletion of Customer Content on expiration or termination of Customer's entitlement to the Cloud Service will occur as specified in the Cloud Services Guide. Customer is responsible for ensuring that it has necessary copies of Customer Content prior to expiration or termination.
7. **DEFINITIONS.**

**High Risk Activities** means workloads or applications relating to activities where failure could lead to personal injury, death, or environmental damage, including controlling aircraft or other modes of mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario.

**HIPAA** means the United States Health Insurance Portability and Accountability Act of 1996, as amended and supplemented, and the regulations issued under that Act.

# OMNISSA CLOUD SERVICES GUIDE

December 2024

## 1. TERMS APPLICABLE TO ALL OMNISSA CLOUD SERVICES

The terms set forth in this Cloud Services Guide apply to all Cloud Services, as provided in the Omnissa General Terms ("**General Terms**") and the Cloud Services Exhibit to the General Terms ("**Cloud Exhibit**"), available at <https://omnissa.com/legal-center/> and attached hereto. Terms used but not defined in this Cloud Services Guide have the meanings set forth in the General Terms and the Cloud Exhibit. Individual services may have additional or differing provisions for any of the terms included in this Section 1; refer to the individual service entries in Section 2.

### SERVICE OPERATIONS DATA

In connection with providing a Cloud Service, Omnissa collects and processes information (such as configuration, performance, and log data) from Omnissa's software or systems hosting the Cloud Service, and from Customer's systems, applications, and devices that are used with the Cloud Service. This information is processed to facilitate delivery of the Cloud Service, including but not limited to (i) tracking entitlements, (ii) providing support, (iii) monitoring and ensuring the performance, operational integrity, security, and stability of the Cloud Service's infrastructure, (iv) preventing or addressing service or technical issues, (v) providing Cloud Service-specific notices to customers, and (vi) preventing fraud, and for other legitimate operational business purposes. To the extent any of this data is considered personal data under applicable data protection laws the data will be treated in accordance with the Omnissa Products and Services Notice available at: <https://www.omnissa.com/trust-center/#privacy-notice> and attached hereto.

### USAGE DATA

The Cloud Services collect data (such as configuration, performance, and usage data) directly from Omnissa's software or systems hosting the Cloud Service, and from Customer's systems, applications, and devices involved in the use of the Cloud Service, to improve Omnissa products and services, and Customer's and its Users' experiences, as more specifically described in Omnissa's Trust Center at <https://omnissa.com/trust-center>. With respect to user-entered values within configuration object names (such as the machine names, host names or dashboard names) Customer should not name those systems using confidential or personal data.

To the extent that any of this data is considered personal data under applicable data protection laws the data will be treated in accordance with the Omnissa Products and Services Notice available at: <https://www.omnissa.com/trust-center/#privacy-notice> and attached hereto.

### AI TERMS

The following terms ("**AI Terms**") are hereby added to and become part of the Agreement as additional terms. Capitalized terms not defined in these AI Terms have the meanings given in the Agreement. The Agreement applies to the AI Features as part of the Cloud Service with the following modifications:

## **Use of AI Features**

Customer may submit Customer Content (including in the form of prompts or queries) to the AI Features ("**Inputs**") and receive outputs from the AI Features ("**Outputs**"). "**AI Features**" means large language models (LLMs) or other machine learning or artificial intelligence features of the Cloud Service made available for the Customer to use via the Cloud Service UI, API, partner's consoles, or other interfaces.

## **Training**

Omnissa may use Inputs and Outputs to train or otherwise improve the AI Features, but only if the Inputs and Outputs have been (a) de-identified so that they do not identify Customer, its Users, or any other person, and (b) aggregated with data across other customers. For these purposes (and without limiting Customer's other obligations with respect to Customer Content generally), such data is provided by Customer to Omnissa strictly "AS IS".

## **Intellectual Property**

- **Inputs:** Except for Omnissa's express rights in the Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer's Inputs.
- **Outputs:** Customer is authorized to use Outputs subject to the Agreement and these AI Terms. Customer acknowledges that Outputs provided to Customer may be similar or identical to Outputs independently provided by Omnissa to others.

## **Infringement by Outputs**

Due to the nature of the AI Features, Omnissa does not represent or warrant that (a) any Output does not incorporate or reflect third-party content or materials or (b) any Output will not infringe third-party intellectual property rights. Claims of intellectual property infringement or misappropriation by Outputs are not included in Omnissa-Covered Claims.

## **Output Limitations**

Outputs are generated through machine learning processes and are not complete, or current by Omnissa. Customer should independently review and verify all Outputs as to appropriateness for any or all Customer use cases or applications. The warranty disclaimers and limitations of liability in the Agreement for the Services apply to the AI Features. AI Features may not support all languages supported by the in-scope Services(s).

## **Special Restrictions on Use of AI Features**

Without limiting any restrictions on use of a Service set forth in the Agreement, Customer will not and will not permit anyone else to:

- use the AI Features or any Output to infringe any third-party rights,
- use the AI Features or any Output to develop, train or improve any AI or ML models (separate from authorized use of the Cloud Service under the Agreement),
- represent any Output as being approved or vetted by Omnissa,
- represent any Output as being an original work or a wholly human-generated work,
- use the AI Features for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with applicable laws, or
- use the AI Features for purposes or with effects that are discriminatory, harassing, harmful or unethical.



## COOKIES

In connection with the collection of usage data and service operations data, Omnissa and its service providers use cookies and other tracking technologies. Detailed descriptions of the types of cookies and other tracking technologies Omnissa uses can be found in the Omnissa Cookie Notice available at <https://www.omnissa.com/trust-center/#privacy-notice> and attached hereto. More information on how to choose whether to accept certain cookies used by Omnissa websites and solutions can also be found from that link.

## CLOUD SERVICE OPERATIONS

The following outlines Omnissa's general roles and responsibilities in providing a Cloud Service. While specific roles and responsibilities have been identified as being owned by Customer, any roles or responsibilities not contained in this Cloud Services Guide are either not the duty of Omnissa or are assumed to be Customer's responsibility.

### Service Provisioning

Omnissa will provide the following provisioning services. Specific Cloud Services may have different provisioning requirements or capabilities, as set forth in this Cloud Services Guide.

- Omnissa will create an instance of the Cloud Service for Customer.
- Omnissa will create a corresponding service account and send an email or other notification to the contact that Customer identified in the Order inviting that contact to the newly created instance. A URL to access the Cloud Service will be provided within that notification.
- Omnissa will ensure that the identified contact can create additional user accounts for other users, as needed.

Customer's responsibilities include:

- Deploying and configuring data agents and the proxy to collect and route data into the Cloud Service as needed.
- Configuring the Cloud Service to gather metrics from cloud-based services (for example, Amazon Web Services) as needed.

### Incident and Problem Management

Omnissa will provide incident and problem management services (e.g., detection, severity classification, recording, escalation, and return to service) pertaining to:

- Infrastructure over which Omnissa has direct, administrative access and control, including servers and services used to provide the Cloud Service.

Customer is responsible for incident and problem management (e.g., detection, severity classification, recording, escalation, and return to service) pertaining to:

- Customer's account settings in the Cloud Service administrative management console.
- User-deployed and user-configured assets such as proxy agents.
- Anything else not under Omnissa's direct control and administration.

## **Change Management**

Omnissa will provide the following change management elements:

- Processes and procedures to release new code version and bug fixes.

Customer is responsible for:

- Management of changes to Customer's tagging process, alert settings, dashboards, and other content.
- Administration of self-service features provided through the Cloud Service's system console and user portal, up to the highest permission levels granted to Customer.
- Changes in the data collection agents used.
- Cooperating with Omnissa when planned or emergency maintenance is required.

## **Security**

Responsibility for the end-to-end security of the Cloud Service is shared between Omnissa and Customer. The primary areas of responsibility between Omnissa and Customer are outlined below.

Omnissa will use commercially reasonable efforts to implement reasonable and appropriate measures designed to help Customer secure Customer Content against accidental or unlawful loss, access, or disclosure, including the following:

- Information Security: Omnissa will protect the information systems used to deliver the Cloud Service over which Omnissa (as between Omnissa and Customer) has sole administrative level control.
- Security Monitoring: Omnissa will monitor for security events involving the underlying infrastructure servers, storage, networks, and information systems used in the delivery of the Cloud Service over which Omnissa (as between Omnissa and Customer) has sole administrative level control. This responsibility stops at any point where Customer has some control, permission, or access to modify an aspect of the Cloud Service.
- Patching and Vulnerability Management: Omnissa will maintain the systems Omnissa uses to deliver the Cloud Service, including the application of patches Omnissa deems critical for the target systems. Omnissa will perform routine vulnerability scans to surface critical risk areas for the systems Omnissa uses to deliver the Cloud Service. Critical vulnerabilities will be addressed in a timely manner.

Customer is responsible for addressing the following:

- Information Security: Customer is responsible for ensuring adequate protection of the content that Customer deploys and/or accesses with the Cloud Service. This includes, but is not limited to, any level of virtual machine patching, security fixes, data encryption, access controls, roles and permissions granted to Customer's internal, external, or third-party users, etc.
- Network Security: Customer is responsible for the security of the networks over which Customer has administrative level control. This includes, but is not limited to, maintaining effective firewall rules in all software-defined data centers ("**SDDCs**") that Customer deploys in a Cloud Service.
- Security Monitoring: Customer is responsible for the detection, classification, and remediation of all security events that are isolated with Customer's deployed SDDCs, associated with virtual machines, operating systems, applications, data, or content surfaced through vulnerability scanning tools, or required for a compliance or certification program in which Customer is required to participate, and which are not serviced under another Omnissa security program.

## DATA DELETION

Termination of Customer's entitlement due to expiration, termination, cancellation, or any other cause may result in loss of access to the Omnissa Cloud Service(s), discontinuation of software updates, account services, and support, and tenant and in scope service data deletion. Data is cycled from all systems within ninety (90) days of tenant deletion initiation. Tenant deletion initiation and associated in-scope service data deletion may be expedited upon request.

## AUTHORIZATIONS, COMPLIANCE

The Omnissa Cloud Trust Center, at <https://omnissa.com/trust-center/>, provides information about security, privacy, compliance, and resiliency of Omnissa Cloud Services. The section on compliance programs lists Omnissa offerings that have achieved or are pursuing certification or authorization for specific programs (e.g., FedRAMP) are listed for the various programs. If an offering is not listed, then the offering is not certified or authorized for the particular program, nor is certification or authorization being pursued.

## 2. CLOUD SERVICES

### 2.1. OMNISSA HORIZON®

**Overview:** Omnissa's Horizon® offering includes Omnissa Horizon® Cloud Service™ on Microsoft Azure and the Omnissa-hosted Horizon® Control Plane with associated SaaS services which supports Horizon 8 and Horizon Cloud Service.

**Note:** If Customer's Horizon Service entitlement includes VMware vSphere Foundation for VDI licenses, Customer's use of those licenses is: (A) subject to the Foundation Agreement attached hereto **Exhibit 1** and (B) restricted to use for Virtual Desktop Infrastructure (VDI), solely for purposes of: (1) hosting: (i) a desktop virtual machine; (ii) a Microsoft Windows terminal services session running a valid Microsoft Windows license; (iii) remote desktop services hosts for the purpose of hosting sessions based desktops or remote applications; or (iv) associated desktop management and monitoring tools; and (2) running VMware products which are included in VMware vSphere Foundation for VDI. If there is any conflict or inconsistency between the terms of the foregoing subsection (B) and any terms in the above-referenced Foundation Agreement (including the SPD), the terms of the foregoing subsection (B) control and prevail.

If Customer's Horizon Service entitlement includes VMware vSphere Foundation for VDI licenses, Customer may only use those licenses with the Horizon Service offering.

If Customer needs support with respect to the VMware by Broadcom offerings, in the nature of troubleshooting, diagnostics, and general assistance, Customer must raise a support ticket with Omnissa. If Customer needs support with respect to the VMware by Broadcom offerings for critical and highly complex issues, product bugs, advanced technical challenges, or complex technical troubleshooting, then Customer may, at its election, either (i) raise a support ticket with Omnissa and Omnissa support will collaborate with Broadcom to provide the resolution, or (ii) raise a support ticket directly with Broadcom.

If Customer receives its entitlement to a Horizon cloud service (including Horizon Universal Subscription, Horizon Enterprise Plus Subscription, Horizon Standard Plus Subscription, Horizon Apps Universal Subscription, and Horizon Apps Standard Subscription) through the Omnissa Subscription Upgrade Program, Customer must install the Horizon Cloud Connector or the Edge Gateway to connect to the cloud-hosted Horizon control plane within 90 days after Customer receives its entitlement and then at least once every 90 days during the Subscription Term. Failure to connect to the Horizon control plane within those 90-day periods will result in Customer losing access to support (including upgrades) of Customer's on-premises environment and installer files (as well as the binaries needed to connect to the Horizon control plane).

**Omnissa Horizon® Accelerator™ (optional add-on):** The Omnissa Horizon® Accelerator™ service provides customers that have purchased a subscription to Horizon with on-going IT lifecycle services for Customer's Horizon virtual desktop environment, whether on-premises, in a public cloud environment, or in a hybrid cloud environment. Customer must have an active subscription to Horizon to purchase an entitlement to Horizon Accelerator, with a Subscription Term at least as long as the entitlement to Horizon Accelerator, Horizon Accelerator uses a hosted dashboard to provide Day 0 to Day 2 support, as well as on-going telemetry, intelligence, and support to deliver a managed desktop-as-a-service experience. Customer may not take possession of any software elements of the Horizon Accelerator service that are installed in Customer's own Horizon environment. Customer is not permitted to manage or operate the Horizon Accelerator service, nor

may Customer have any party other than Omnissa manage and operate the Horizon Accelerator service. The Horizon Accelerator service may store or access Customer information to provide the service. All support activities will be performed through restricted remote access granted by Customer or through guided online sessions. As of the date of this Cloud Services Guide, the Horizon Accelerator service is provided by a third party retained by Omnissa. Customers using Horizon Accelerator must raise all support requests directly to Omnissa; support requests can be initiated from the Horizon Accelerator dashboard. The Horizon Accelerator Pro Desk will proactively engage customers as necessary. The Horizon Accelerator service will also include an optional onboarding service for Horizon Accelerator customers, at no additional cost.

**Omnissa Access:** Horizon includes Omnissa Access, hosted by Omnissa. Use of Omnissa Access within Horizon requires an Access connector, which can be installed and managed on a customer's virtual machine or on a utility server.

**Omnissa Advanced Monitoring powered by ControlUp - Optional Add-On:** Omnissa Advanced Monitoring powered by ControlUp is a third-party solution that delivers a real-time monitoring and visualization engine for Horizon that allows customers to have a unified console for monitoring, triggers and alerts, troubleshooting, and automation for their Horizon deployment. Omnissa Advanced Monitoring allows customers to monitor their entire Horizon environment, detect anomalies, and proactively solve issues across their deployment. Omnissa Advanced Monitoring has an analytics engine that provides insights and reporting on the data that is collected from a customer's environment. Omnissa Advanced Monitoring is hosted by ControlUp, Inc., from its data centers. Customer must purchase an equivalent number of seats for Omnissa Advanced Monitoring as Customer purchased for Horizon.

Omnissa will provide support for the Advanced Monitoring offering. The General Terms and the Cloud Exhibit govern Customer's use of the Advanced Monitoring offering and will supersede any terms presented to Customer during the deployment and sign-in process for Omnissa Advanced Monitoring. If Customer uses the Advanced Monitoring service in an on-premises environment, then the General Terms and the Software Exhibit will govern that use. Notwithstanding anything in the General Terms, the Cloud Exhibit, and/or the Software Exhibit, and other than as expressly set forth in this Section 2.1, Omnissa provides the Omnissa Advanced Monitoring service without any indemnification or warranty whatsoever.

## 2.2. OMNISSA WORKSPACE ONE ®

**Overview:** Omnissa Workspace ONE® is a platform made up of a set of cloud services designed to deliver and manage any application on any device. Depending on the edition of Workspace ONE that Customer purchases, Customer's entitlement may consist of Omnissa Workspace ONE® UEM™ for device management, an access policy and identity management service powered by Omnissa Access, and several sub-service components. Depending on the edition, the service may include access to certain Unified Access Gateway™ components which may need to be installed in Customer's on-premises environment. Customer will also have access to the Enterprise Systems Connector™. Customer may use the service for up to the number of Named Users or Devices for which Customer has paid the applicable fees.

Each edition of Workspace ONE includes entitlements to use different functionality and inclusions. For the selected edition of the service, Customer may only use the functionality entitled for that edition.

When a Device communicates with the Workspace ONE console, it results in transmission of data to and from the Device. That transmission may result in additional charges from Customer's carrier or service provider. OMNISSA DISCLAIMS ANY LIABILITY FOR, AND IS NOT RESPONSIBLE FOR, ANY CARRIER OR INTERNET SERVICE PROVIDER DATA COSTS OR CHARGES

## CUSTOMER MAY INCUR IN CONNECTION WITH ITS USE OF THE SERVICE.

Notwithstanding anything to the contrary in the General Terms, the Cloud Exhibit, and any Order, the following terms apply:

- For Workspace ONE Express, Standard, and Advanced editions, the Subscription Term and the applicable billing period will begin within twenty-four (24) hours after the date on which Customer's instance of the service has been provisioned.
- For Workspace ONE Enterprise, Omnissa will provision Customer's instance of the service within fourteen (14) days after the date Omnissa books the Order. Omnissa can elect to delay the start of the billing period at its discretion.

**Definitions:** For purposes of this Section 2.2, the following terms have the following meanings:

**"Device"** means any client hardware, such as a mobile device, that enables installing and running of Workspace ONE on that client hardware.

**"Enrolled Device"** means any Device that has Workspace ONE installed and that is enrolled in the Workspace ONE UEM console and is being managed by Workspace ONE.

**"Named User"** means Customer's employee, contractor, or Third-Party Agent who has been identified and authorized by Customer to use Workspace ONE.

**"Seat"** means an entitlement for (i) one (1) Named User if the order is on a per-Named User basis, or (ii) one (1) Device if the Order is on a per-Device basis.

**Entitlements:** Customer may purchase an entitlement to Workspace ONE on a per-Named User basis or on a per-Device basis. A single order may include both models. Customer is entitled to use Workspace ONE for up to the number of Named Users or Devices for which Customer has paid the applicable fees. Customer can transfer Workspace ONE entitlements from one Named User to another Named User, or from one Device to another Device, within Customer's organization, as long as Customer does not exceed the number of Named Users or Devices for which Customer has paid the applicable fees. If Customer enrolls more Devices in the Workspace ONE UEM console than the number of Devices for which Customer has paid the applicable fees, or if Customer has more Named Users than are covered by the fees that Customer has paid, Omnissa reserves the right to bill Customer for any additional fees incurred, in addition to any other right Omnissa has under the Agreement.

### Per Named User Entitlements:

If Customer has purchased its entitlement to Workspace ONE on a per-Named User basis, the service can be used on the agreed number of Devices for each Named User. Customer may not enroll more Devices than the number of Devices permitted to all Named Users in the aggregate. If Customer exceeds that number, Customer must pay for the extra Enrolled Devices. Each Named User may also access Workspace ONE using web-only access, which will not constitute use of a Device by that user.

### Per Device Entitlements:

If Customer has purchased entitlements to Workspace ONE on a per-Device basis:

- Customer cannot use the service to access the Workspace ONE web-based portal from an unmanaged Device (that is, Devices that were never enrolled in, or that have been unenrolled from, the Workspace ONE UEM console).
- Workspace ONE can only be used with Devices being managed by Workspace ONE.

**Entitlement Utilization:**

Entitlement utilization (to confirm Customer's compliance with its purchased entitlements) is measured as set forth below. ("N" means the number of Enrolled Devices permitted per Named User)

Workspace ONE Component	Per-Device Order Compliance Unit of Measure	Per-Named User Order Compliance Unit of Measure
Workspace ONE UEM	Enrolled Devices	Named Users are entitled to "N" Enrolled Devices
Workspace ONE Assist	Enrolled Devices	Named Users are entitled to "N" Enrolled Devices
Omnissa Intelligence	Enrolled Devices	Named Users are entitled to "N" Enrolled Devices

**AirWatch®:** If Customer has migrated or converted from an AirWatch® product to Workspace ONE (whether previously as part of a VMware migration offering, purchase of support and subscription services for Workspace ONE, or receipt of a Workspace ONE entitlement from VMware or from Omnissa), use of Workspace ONE (including the applicable Workspace ONE UEM functionality that Customer is using pursuant to the AirWatch terms) is subject to the Agreement, and any legacy terms governing the Workspace ONE UEM functionality will no longer apply.

**Security Updates and Maintenance:** Some updates to Workspace ONE may be required for security or stability reasons, including for issues that may affect all Users. In most cases, Omnissa will attempt to provide as much advance notice as possible. However, Omnissa reserves the right to push and implement security fixes, bug fixes and other critical patches with no advance notice.

**Omnissa Access:** Customer's subscription to Workspace ONE includes an entitlement to use the Omnissa Access offering. Customer may use this entitlement to Omnissa Access only with Workspace ONE. See Section 3.1 of this Cloud Services Guide for information on Omnissa Access.

**Hub Services:** Hub Services is a set of services provided by **Omnissa Access** that adds functionality to Workspace ONE. Hub Services provides Users with a single destination to access Customer's corporate resources. Hub Services includes the Workspace ONE applications catalog, notifications, and people search features. Any customer that has purchased an entitlement to Workspace ONE, either as an on-premises software offering or as a cloud service, can use Hub Services. Customers that have purchased an entitlement to the Workspace ONE cloud service can utilize Hub Services through their existing **Omnissa Access** tenant. Hub Services is included in all editions of the Workspace ONE cloud service.

**Omnissa Workspace ONE® Verify™:** Customer acknowledges that Workspace ONE includes Omnissa Workspace ONE® Verify™, Omnissa's multi-factor authentication solution included in Workspace ONE Access. If Customer elects to use Workspace ONE Verify, then Omnissa, its affiliates and its third-party service providers will have access to personal information, including the name, phone number and email address of individual Users. Omnissa, its affiliates, and its service providers will use the personal information collected through Workspace ONE Verify to provide the multi-factor authentication service.

**Omnissa Intelligence:** Omnissa Intelligence is available in all Workspace ONE UEM editions for basic reporting and data analytics purposes. Premium features may be accessed by purchasing other editions. Intelligence monitors a customer's Devices and aggregates and analyzes data from



the Devices. Intelligence collects data directly from the mobile apps and/or Devices using Omnissa offerings, including but not limited to Workspace ONE UEM, Omnissa Intelligence SDK, Workspace ONE Experience Management, Horizon, Workspace ONE Intelligent Hub, Omnissa Access, Omnissa Unified Access Gateway, and Workspace ONE Mobile Threat Defense, such as configuration, performance, usage, and consumption data. To the extent that any of this data is considered personal data under applicable data protection laws the data will be treated in accordance with the Omnissa Products and Services Notice attached hereto and available at: <https://www.omnissa.com/trust-center/#privacy-notice>.

Omnissa collects data regarding use of the service ("**Customer Data**") and of the customer applications ("**App User Data**"). Omnissa has the right to use, reproduce, and distribute Customer Data and App User Data when it is aggregated with other information and not specifically identifiable to Customer or to any app user to publish reports (either for the general public or Omnissa customers) on various metrics of interest, for particular industry sectors, or otherwise. Omnissa also has the right to use Customer Data and App User Data for data analysis, benchmarking, and machine learning to run models so Omnissa can derive insights and add intelligence to automation functionality (e.g., anomaly detection, forecasting, or predicting future data, as well as recommending possible corrective actions).

In connection with Customer's use of Omnissa Intelligence, Customer may elect to integrate and use an offering from a partner in the Omnissa Workspace ONE® Trust Network (each a "**TN Partner**"). If Customer elects to use a solution provided by a TN Partner ("**TN Solution**") in combination with Intelligence, data collected by the TN Solution ("**TN Solution Data**") will be sent to Intelligence to provide the Intelligence offering. Omnissa may use any TN Solution Data to improve its products and services, and for other purposes as set forth in the Agreement. The TN Solution is considered Third-Party Content under the Agreement, and any data transferred between the TN Partner and Omnissa will be governed by each party's respective agreement with Customer.

**Omnissa Horizon Cloud Service for Application Virtualization:** Workspace ONE Enterprise includes an entitlement for the Horizon Cloud Service for application virtualization.

**Workspace ONE Dedicated Hosting and Deployment Ring Options.** With the release of the new architecture with Workspace ONE UEM version 2406, the Workspace ONE dedicated Hosting service can be purchased by eligible customers. The Workspace ONE dedicated hosting service is designed to provide the functionality of the Workspace ONE cloud service and allows Customer to select a Deployment Ring (defined below) during which they will receive software version updates. Customers are not given any option to schedule timing of software and microservices updates, or delay their updates beyond their selected Deployment Ring.

With the release of the new architecture along with Workspace ONE UEM version 2406 all dedicated hosting Customers must select one the following available deployment rings options ("**Deployment Ring**"):

- Ring 1 Dedicated Latest: Any software updates of Workspace ONE UEM will be deployed first to Ring 1 as updates are available and progress through the existing CI/CD deployment structure (UAT>Prod), and
- Ring 2 Dedicated Deferred: UAT environments will be updated approximately every 8 (eight) weeks with the latest available Workspace ONE UEM major version builds. Once a major version has baked-in UAT for 8 (eight) weeks that build will be promoted to Production environments in this deployment ring.

For the dedicated hosting service, Customer can specify the data center region where its Workspace ONE instance will be hosted, based on the then-current list of available data center locations. If Customer moves its Workspace ONE instance from one data center to another, then Customer may be required to re-enroll its Devices.



Dedicated hosting customers are subject to Omnissa's processes regarding critical security upgrades, which may be implemented with minimal or no advance notice.

**IMPORTANT:** Customers that purchased the managed hosting service prior to the release of the modern architecture with Workspace ONE UEM version 2406 are required to select one of the available Deployment Rings no later than August 23, 2024. If Customer fails to select and communicate its selection to Omnissa by August 23, 2024, the Customer will be placed in Ring 1: Dedicated Latest within the same data center region.

**Perpetual + Hosting:** Customers (i) that purchased perpetual licenses of the on-premises Workspace ONE Standard and Workspace ONE Advanced software offerings (the “**Software**”) prior to January 2018 and (ii) that also purchased an entitlement to hosting those perpetual licenses prior to January 2018, would have been eligible to elect either a shared hosting environment or a dedicated hosting service, as described above, allowing the customer to use the Software in a production environment via Internet-based consoles. These services are included here, for clarity, and are not available to customers who do not meet eligibility parameters (i.e., purchasing both perpetual license and a hosting entitlement prior to January 2018). A customer enrolled in shared environment hosting or dedicated service hosting cannot migrate from one environment to the other during a Subscription Term. If a customer wants to change its hosting service entitlement, it must contact Omnissa to determine available migration options. Omnissa does not guarantee that migration will be possible.

Eligible Workspace ONE perpetual license customers (as described above) may choose to operate one or more components of Workspace ONE in their on-premises environment, with the remaining Workspace ONE functionality operating in the Workspace ONE hosted environment. However, customers may not mix on- premises installation and Omnissa hosting services for the same component of Workspace ONE; for example, all instances of the Workspace ONE UEM console must be all on-premises or all in the Omnissa hosted environment. The customer must not use the Software, through the Workspace ONE service, in a way that exceeds the customer's license entitlements (e.g., user/device limitations, applicable third-party terms, etc.) as set forth in the applicable Order, and as set forth in the Agreement. If there is a conflict between the (i) Cloud Services Exhibit and this Cloud Services Guide, on the one hand and (ii) the Software Exhibit and the Product Guide, on the other hand, then the Cloud Services Exhibit and this Cloud Services Guide will control with respect to the service.

Standard Omnissa support and subscription services (“**SnS**”) must be purchased for each Workspace ONE perpetual license that is hosted. SnS must be kept current at all times during the hosting service subscription term. The provisions of the General Terms, the Software Exhibit, and the Product Guide continue to apply to the perpetual licenses (e.g., user/device limitations, etc.).

**Omnissa Workspace ONE® Tenancy Hierarchy™ -- Optional Add-On:** Omnissa Workspace ONE® Tenancy Hierarchy™ enables Customer to keep the multi-tenancy architecture of Workspace ONE when sub- organizations have different domains within Customer's Workspace ONE environment, by enabling Customer to procure Workspace ONE entitlements centrally, for sub-organizations under Customer's top level organizational group. Workspace ONE Tenant Hierarchy is only available in conjunction with the purchase of new Workspace ONE subscriptions, as there is no migration path for existing Workspace ONE deployments. Customer must pay a one-time set-up fee for the Workspace ONE environment where Workspace ONE Tenant Hierarchy will be deployed, as well as an annual maintenance fee for each covered subscription (i.e., the subscriptions for all covered sub-organizations). The maintenance term must be coterminous with the covered subscription term. Workspace ONE Tenant Hierarchy supports any edition of Workspace ONE UEM and compatible add-on services.

**Omnissa Workspace ONE® Assist™ -- Optional Add-On:** Omnissa Workspace ONE® Assist™

enables IT and help desk staff to remotely access and troubleshoot an enrolled Device, in real time, to support productivity. A separate agent is required to be installed on a covered Device, through Workspace ONE UEM on the Linux, Android, Windows 10, MacOS, and Windows CE operating systems. The capabilities are embedded in the Workspace ONE Intelligent Hub application on iOS.

**Omnissa Advanced Monitoring powered by ControlUp – Optional Add-on:** Omnissa Advanced Monitoring powered by ControlUp is a third-party solution that delivers a real-time monitoring and visualization engine for Horizon that allows Customer to have a unified console for monitoring, triggers and alerts, troubleshooting, and automation for its Horizon deployment. Omnissa Advanced Monitoring allows Customers to monitor its entire Horizon environment, detect anomalies, and proactively solve issues across its deployment. Omnissa Advanced Monitoring has an analytics engine that provides insights and reporting on the data that is collected from Customer's environment. Omnissa Advanced Monitoring is hosted by ControlUp, Inc., from its data centers. Omnissa Advanced Monitoring can be purchased as an add-on for Workspace ONE Enterprise and Workspace ONE Enterprise for VDI.

If Customer purchases an entitlement to Omnissa Advanced Monitoring, Customer must purchase an equivalent number of entitlements for Omnissa Advanced Monitoring as it has purchased for the applicable Workspace ONE service.

Omnissa will provide support for Omnissa Advanced Monitoring. The Agreement will govern Customer's use of Omnissa Advanced Monitoring and will supersede any terms presented to Customer during the deployment and sign-in process for Omnissa Advanced Monitoring. Notwithstanding anything in the Agreement, and other than as expressly set forth in this section, Omnissa provides the Omnissa Advanced Monitoring offering without any indemnification or warranty whatsoever.

**Omnissa Workspace ONE® Mobile Threat Defense™ - Optional add-on:** Omnissa Workspace ONE® Mobile Threat Defense™ is an optional feature that helps organizations ensure their mobile devices are secure by analyzing device, operating system, application, web, and network data to identify security threats and vulnerabilities. Threats are visible to IT and security administrators through the Workspace ONE Mobile Threat Defense administrative console, where administrators can also define policies to automatically take remediation actions against vulnerable Devices. Workspace ONE Mobile Threat Defense integrates with Workspace ONE UEM to synchronize Devices across services, and perform remediation actions, and with Workspace ONE Intelligence to synchronize threat events that can be used to generate dashboards and reports for a single pane of glass into the management and security of mobile endpoints.

Workspace ONE Mobile Threat Defense is hosted by Lookout, Inc. in the AWS US-West Region. Threat data captured from Devices that have activated the Workspace ONE Mobile Threat Defense service may be used by Lookout, Inc for security research and to improve its ability to detect new threats. Customer consents to such processing by Lookout, Inc. for its purposes. Refer to the [Lookout Privacy Notice](#), the [Workspace ONE Privacy Disclosure](#), and end user disclosures within the mobile app.

Omnissa will provide support for the Workspace ONE Mobile Threat Defense offering. Omnissa terms govern Customer's use of Workspace ONE Mobile Threat Defense and will supersede any terms presented to Customer during the deployment and sign-in process for Workspace ONE Mobile Threat Defense.

**Intel® Device Health – Optional add-on:** For customers that enable Intel Device Health, which is powered by Intel, and available in certain editions of Workspace ONE, certain device data will be collected and used by Intel for security research and to improve Intel's ability to detect new threats. If Customer enables Intel Device Health, Customer is deemed to have consented to, and have

obtained from Customer's end users, any necessary consents for, that processing by Intel for its purposes. Refer to the [Intel Privacy Notice](#), the Omnissa Workspace ONE Privacy Disclosure and end user disclosures within the Intelligent Hub application.

## 2.3 OMNISSA ACCESS

**Overview:** Omnissa Access™ provides an integrated platform for users to access their applications and data on any of their devices. With Workspace One Access, Customer's IT department can manage entitlements and policy controls from a single management console. If Workspace ONE Access is used with Workspace ONE UEM in an on-premises environment, Customer's use is governed by the General Terms, the Software Exhibit, and the Product Guide.

**Hub Services:** Hub Services is a set of services that are co-located with Workspace ONE Access that add functionality to Workspace ONE. Hub Services provide Users with a single destination to access Customer's corporate resources. Hub Services includes the Workspace ONE applications catalog, notifications, and people search features. Any customer that has purchased an entitlement to Workspace ONE, either as an on-premises software product or as a cloud service, can use Hub Services. Customers that have purchased an entitlement to the Workspace ONE cloud service can utilize Hub Services through their existing Workspace ONE Access tenant. Hub Services is included in all editions of the Workspace ONE cloud service.

**Omnissa Workspace ONE® Tenancy Hierarchy™ -- Optional Add-On:** Omnissa Workspace ONE Tenancy Hierarchy is an available optional add-on for the Workspace ONE Access offering. See Section 2.2 for a description of the Workspace ONE Tenancy Hierarchy service.



## U.S. PUBLIC SECTOR EXHIBIT

*Last updated: 21 July 2022*

If Customer is a U.S. Public Sector End User, this U.S. Public Sector Exhibit to the General Terms is incorporated into and applies to the Agreement. Section 1 applies only if Customer is a U.S. Federal End User. Section 2 applies only if Customer is a U.S. State or Local Government End User.

### 1. TERMS APPLICABLE TO U.S. FEDERAL END USERS.

#### 1.1. Replace the preamble to the General Terms with the following:

**By purchasing an Offering under a contract or order that incorporates this Agreement, Customer agrees to be bound by the terms of this Agreement.**

#### 1.2. Replace section 1.3 of the General Terms (Restrictions) with the following:

**Restrictions.** Customer may use the Offerings only for its internal use. Customer may not resell or sublicense its rights to the Offerings. Customer may not use the Offerings in an application service provider, service bureau, hosted IT service, or similar capacity for third parties.

#### 1.3. Replace section 2.1 of the General Terms (Orders) with the following:

**Orders.** Subject to the requirements of General Services Acquisition Manual (“**GSAM**”) 552.238-113 where applicable, (1) Orders placed off a Federal Supply Schedule contract are binding when duly placed with Reseller and received by VMware, and (2) the term of any entitlements purchased in any such Order will commence upon Delivery. All other Orders are binding when VMware accepts them, which is deemed to occur on Delivery.

#### 1.4. Replace section 2.2 of the General Terms (Purchase Orders) with the following:

**Purchase Orders.** Purchase orders do not have to be signed to be valid unless required by applicable law. Additional or conflicting terms contained in any purchase order or other business form do not apply, except to the extent that mandatory and applicable law requires the inclusion of such terms in the contract and Federal Acquisition Regulation (“**FAR**”) 52.212-4(s) (Order of Precedence) further requires that such terms take precedence over addenda to the solicitation or contract.

#### 1.5. Replace section 2.3 of the General Terms (No Refunds) with the following:

**No Refunds.** All Orders are non-refundable and non-cancellable except as expressly provided in the Agreement and Federal Acquisition Regulation. Any refunds to which Customer is entitled under this Agreement will be remitted to Customer or to the VMware channel partner from which Customer purchased the Offerings.

#### 1.6. Replace section 2.4 of the General Terms (Overages) with the following:

**Overages.** Customer must pay all fees for use of the Offerings, including amounts for add-on features and fees incurred based on usage. VMware reserves the right to seek recovery of any unpaid amounts in accordance with 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes).

#### 1.7. Replace section 2.5 of the General Terms (Direct Orders) with the following:

**Direct Orders.** This section 2.5 (Direct Orders) applies only to Orders placed directly with VMware. If Customer purchases entitlements to the Offerings through a VMware channel partner, terms regarding invoicing, payment, and taxes shall be as agreed between the VMware channel partner and Customer.

#### 1.8. Replace section 2.5.2 of the General Terms (Disputes) with the following:

**Disputes.** All disputes, including any dispute of fees, shall be resolved in accordance with 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes). The parties must negotiate in good faith to resolve the dispute as soon as reasonably practicable. VMware will not suspend or terminate Customer’s access to any Offering because of any unpaid disputed fees between VMware and Customer, while Customer and VMware are negotiating to resolve the dispute.

- 1.9. Replace section 2.5.3 of the General Terms (Taxes) with the following:

**Taxes.** Fees are exclusive of Taxes. Customer must pay or reimburse VMware for all Taxes. If Customer is required to withhold any Tax, Customer must gross up its payments so that VMware receives all sums due in full. VMware will treat Customer's contact information as the place of supply for Taxes. This section 2.4.3 does not apply to Customer to the extent that Customer is exempt from any Taxes, including for purchases under the Federal Supply Schedule.

- 1.10. Replace section 3.3 of the General Terms (Termination for Cause) with the following:

**Termination.** Customer may terminate the Agreement (in whole or in part) or Customer's entitlement to an Offering under the Agreement in accordance with FAR 52.212-4(l) or FAR 52.212-4(m), if applicable. Subject to, and to the extent not prohibited by, 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes) or GSAM 552.238-114 (Use of Federal Supply Schedule Contracts by Non-Federal Entities). VMware may terminate the Agreement (in whole or in part) or Customer's entitlement to an Offering under the Agreement effective immediately upon written notice if Customer materially breaches any provision of the Agreement and fails to cure within 30 days after receiving written notice.

- 1.11. Replace section 3.4 of the General Terms (Effect of Termination) with the following:

**Effect of Termination.** Upon termination of the Agreement or part of it: (a) all entitlements to the applicable Offerings immediately end; (b) Customer must stop using, and destroy any copies of, those Offerings; and (c) each party must return or destroy any Confidential Information of the other party in its control (other than information that must be retained by law). Any provision that is intended by the parties to survive termination of the Agreement will survive. Except as otherwise expressly provided in this Agreement or as required by applicable law or regulation, termination of the Agreement will not entitle Customer to any credits, or exchanges, and Customer will be liable for all fees incurred as of the effective termination date.

- 1.12. Replace section 4.2 of the General Terms (Exceptions) with the following:

**Exceptions.** Recipient's obligations under section 4.1 (Protection) do not apply if the information: (a) is rightfully known by Recipient at the time of disclosure without any obligation of confidentiality; (b) is lawfully disclosed to Recipient by a third party without confidentiality restrictions; (c) becomes publicly available through no fault of Recipient; or (d) is independently developed by Recipient without access to or use of Discloser's Confidential Information. In addition, Customer may disclose Confidential Information to the extent that disclosure is required by law or by order of a judicial or administrative body of competent jurisdiction, provided that Customer notifies VMware of the required disclosure promptly and in writing and cooperates with VMware, at VMware's expense, in any lawful action to contest or limit the scope of the required disclosure. VMware 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.

- 1.13. Replace section 7.1 of the General Terms (Indemnification) with the following:

**Defense and Indemnification.** Subject to the remainder of this section 7 (Indemnification) and 28 U.S.C. 516, VMware will indemnify Customer with regard to any Infringement Claim from amounts finally awarded against Customer by a court of competent jurisdiction or a government agency, or agreed to in a settlement approved by VMware, for the Infringement Claim.

- 1.14. Replace section 7.2 of the General Terms (Requirements) with the following:

**Requirements.** Customer must provide VMware with prompt notice of any Infringement Claim and reasonably cooperate with VMware's requests for assistance. Customer must make every effort to permit VMware to participate fully in the defense and/or settlement of any Infringement Claim.

- 1.15. Replace section 7.4 of the General Terms (Remedies) with the following:

**Remedies.** If Indemnified Materials become, or in VMware's reasonable opinion are likely to become, the subject of an Infringement Claim, VMware must, at its option and expense, either: (a) procure the necessary rights for Customer to keep using the Indemnified Materials; or (b) modify or replace the Indemnified Materials to make them non-infringing. If VMware determines that those remedies are not commercially feasible, Customer agrees to

terminate Customer's entitlement to the Indemnified Materials upon VMware's written request, and upon termination VMware will refund any applicable:

- (1) prepaid fees for Cloud Services or Subscription Software, prorated for the remaining portion of the then-current Subscription Term;
- (2) fees paid for Perpetual Licenses or Deliverables, less straight-line depreciation over a three-year useful life; and
- (3) unused, prepaid fees for discontinued Support Services.

Nothing in this section 7.4 (Remedies) will limit VMware's obligations under section 7.1 (Defense and Indemnification), provided that (x) Customer replaces the Indemnified Materials upon VMware making alternate Indemnified Materials available to Customer and (y) Customer discontinues use of the allegedly infringing Indemnified Materials upon receiving VMware's written request for Customer to terminate the affected entitlement. The foregoing is subject to the Government's right to require continued use of the Indemnified Materials pursuant to 28 U.S.C. 1498. In the event of such continued use, Customer agrees to notify VMware in writing and undertake at Customer's own expense the defense of any Infringement Claim against Customer, and VMware shall have no further indemnification obligation; however, VMware may participate at our own expense in the defense of any such action if the Infringement Claim is against VMware.

- 1.16.** Replace section 7.5 of the General Terms (Sole Remedy) with the following:

**Sole Remedy.** To the extent permitted by applicable law, this section 7 (Indemnification) states Customer's sole remedy and VMware's entire liability for Infringement Claims.

- 1.17.** Replace section 8.3 of the General Terms (Exclusions) with the following:

**The limitations of liability in sections 8.1 (Disclaimer) and 8.2 (Cap on Monetary Liability) will not apply to: (a) VMware's indemnification obligations under section 7 (Indemnification); (b) either party's infringement of the other party's Intellectual Property Rights; (c) Customer's violation of section 2 of the Cloud Services Exhibit (Acceptable Use); (d) personal injury or death resulting from VMware's negligence; (e) fraud, or (g) any liability that may not be limited by law.**

- 1.18.** Replace section 8.4 of the General Terms (Further Limitations) with the following:

**Further Limitations.** VMware's liability for any third-party software embedded into the Software or Cloud Services is subject to this section 8 (Limitation of Liability). VMware's suppliers have no liability under the Agreement, and Customer may not bring claims directly against them. VMware has no liability with respect to any Third-Party Content. Nothing in this section 8 will impair the U.S. Government's right to recover for fraud or crimes arising out of this Agreement as permitted under any applicable federal fraud statute, including the False Claims Act (31 U.S.C. 3729-3733).

- 1.19.** Replace section 11.1 of the General Terms (Transfer and Assignment) with the following:

**Transfer and Assignment.** Customer may not assign the Agreement or any Order without VMware's consent. VMware may assign its right to receive payment in accordance with the Assignment of Claims Act (31 U.S.C. 3727) and FAR 52.212-4(b), and VMware may assign this Agreement to the extent not prohibited by the Anti-Assignment Act (41 U.S.C. 15). Subject to the requirements of FAR 42.12 (Novation and Change-of-Name Agreements), Customer shall recognize VMware's successor in interest following a transfer of VMware's assets or a change in VMware's name. Any other attempted assignment or transfer by either party will be void. Once validly assigned or transferred, the Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

- 1.20.** Replace section 11.8 of the General Terms (Governing Law) with the following:

**Governing Law.** The Agreement is governed by applicable U.S. Federal laws. Conflict of law rules are expressly disclaimed. The United Nations Convention on Contracts for the International Sale of Goods does not apply. To the extent that any terms and conditions in this Agreement are inconsistent with applicable U.S. Federal law, those terms shall be deemed deleted and unenforceable as applied to Customer's Order.

- 1.21.** Replace section 11.10 of the General Terms (Third Party Rights) with the following:

**Third Party Rights.** Other than as expressly stated, the Agreement does not create any rights for any person who is not a party to it. Only persons who are parties to the Agreement may enforce or rely on any of its terms. Notwithstanding the foregoing, for any Orders placed with a VMware channel partner, the VMware channel partner may bring a claim to enforce the terms of this Agreement at VMware's request and on VMware's behalf.

- 1.22.** Insert the following as section 11.11 of the General Terms:

**Commercial Computer Software.** The Software and Cloud Services are deemed to be "commercial computer software," and the accompanying Documentation is deemed to be "commercial computer software documentation," pursuant to FAR 12.212(b) and Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202, as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the Software, Cloud Services, or Documentation by or for the U.S. Government shall be governed solely by the terms and conditions of this Agreement.

- 1.23.** Following the new section 11.11 of the General Terms (Commercial Computer Software), re-number the remainder of section 11 of the General Terms as follows:

Section 11.12 (Force Majeure)

Section 11.13 (No Agency)

Section 11.14 (Translation)

Section 11.15 (Counterparts)

Section 11.16 (Entire Agreement)

- 1.24.** Delete "Affiliate" from section 12 of the General Terms (Definitions).

- 1.25.** Replace the definition of "Delivery" in section 12 of the General Terms (Definitions) with the following:

**Delivery** means: (a) for Cloud Services, when VMware emails the Login Credentials to the email address associated with Customer's account; (b) for Software, when VMware notifies Customer of availability of Software for download; (c) for Support Services, upon VMware's issuance of an invoice for those Support Services; (d) for Professional Services, as specified in the applicable SOW; and (e) for shipping and delivery of physical objects, Ex Works VMware's regional fulfillment facility (INCOTERMS 2020™).

- 1.26.** Replace the definition of "Order" in section 12 of the General Terms (Definitions) with the following:

**Order** means an enterprise order, SOW, quote, or other ordering document for Offerings, issued by Customer to VMware or to Customer's VMware channel partner that expressly incorporates this Agreement and that is accepted by VMware described in section 2 of these General Terms (Orders and Payments).

- 1.27.** Replace the definition of "VMware" in section 12 of the General Terms (Definitions) with the following:

**VMware** means VMware, Inc., a Delaware corporation.

- 1.28.** Insert the following as section 2.3 of the Cloud Services Exhibit:

VMware may ask Customer to act within a reasonable time to correct a violation of this section 2 (Acceptable Use), and if Customer fails to comply with that request, VMware may temporarily suspend Customer's account pursuant to section 3.2 of the General Terms (Temporary Suspension). VMware will promptly reinstate Customer's account once the violation has been resolved.

- 1.29.** Replace section 4.2 of the Cloud Services Exhibit with the following:

If VMware makes a change that has a material, detrimental impact on Customer's use of a Cloud Service, then VMware must notify Customer prior to the effective date of that change. Customer will have 30 days following the date of that notice to terminate its entitlement to the Cloud Service. Customer may terminate its entitlement to the Cloud Service under this section 4.2 by providing VMware notice that states the effective termination date. Subject to and to the extent not prohibited by 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes), VMware may end availability of a Cloud Service by providing at least six months' prior notice.

- 1.30. Replace section 1.1 of the Software Exhibit (License Grant) with the following:

**License Grant.** VMware grants Customer a non-exclusive, non-transferable commercial computer software license to: (a) deploy the number of Software licenses stated in the Order within the Territory; and (b) use the Software and the Documentation during the term of the license, solely for Customer's internal business operations and subject to the provisions of the Product Guide. Licenses granted to Customer are for use of object code only. "**Territory**" means the United States of America, including U.S. Government facilities located outside of the United States of America, unless more broadly defined in the Product Guide. For purposes of this section, "U.S. Government facilities" means any buildings, land, bases, installations, vessels, craft, and ships that are either (x) 100% owned and controlled by the U.S. Government, or (y) 100% leased to and controlled by the U.S. Government throughout the entire term of the Order.

- 1.31. Replace section 2 of the Software Exhibit (License Restrictions) with the following:

**LICENSE RESTRICTIONS.** Customer must not, and must not allow any third party to: (a) make the Software available in any form to any third parties, except as specified in section 1.2 of this Exhibit (Third-Party Agents); (b) transfer or sublicense the Software or Documentation to any third party, except as expressly permitted in section 11.1 of the General Terms (Transfer and Assignment); (c) modify, translate, enhance, or create derivative works from the Software; (d) reverse engineer, decompile, or otherwise attempt to derive source code from the Software, except to the extent permitted by applicable law; or (e) remove any copyright or other proprietary notices.

- 1.32. Replace section 3.1 of the Software Exhibit (Verification) with the following:

**VERIFICATION.** Customer must cooperate with VMware to show compliance with the Agreement. VMware (or a third party engaged by VMware) may verify that compliance at VMware's expense once in any 12-month period with reasonable prior notice and without unreasonably interfering with Customer's business activities. VMware reserves the right to seek recovery of any underpayments revealed by the verification in accordance with 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes). No payment obligation shall arise on Customer's behalf until the conclusion of the dispute process. If the verification requires access to classified information, as that term is defined in the National Industrial Security Program Operating Manual (NISPOM), then the verification will be conducted by individuals possessing a personal security clearance as defined in the NISPOM ("PCL") at the appropriate level. In such cases, VMware and any third party engaged by VMware will disclose classified information only to person(s) who both possess a PCL and have a need to know.

- 1.33. Replace section 5 of the Professional Services Exhibit (Acknowledgment) with the following:

**ACKNOWLEDGEMENT.** The Professional Services are commercial services (as defined in FAR 2.101) and do not include significant production, modification, or customization of Software.

## 2. TERMS APPLICABLE TO U.S. STATE & LOCAL GOVERNMENT END USERS.

- 2.1. Replace the preamble to the General Terms with the following:

**By purchasing an Offering under a contract or order that incorporates this Agreement, Customer agrees to be bound by the terms of this Agreement.**

- 2.2. Replace section 2.1 of the General Terms (Orders) with the following:

**Orders.** All Orders must expressly incorporate this Agreement. Orders are binding when VMware accepts them, which is deemed to occur on Delivery.

- 2.3. Replace section 2.2 of the General Terms (Purchase Orders) with the following:

**Purchase Orders.** Purchase orders do not have to be signed to be valid unless required by applicable law. Additional or conflicting terms contained in any purchase order or other business form do not apply, except to the extent that Customer identifies the applicable law mandating the inclusion of such terms in the contract and requiring that such terms take precedence over addenda to the solicitation or contract.

- 2.4. Replace section 2.5 of the General Terms (Direct Orders) with the following:



**Direct Orders.** This section 2.5 (Direct Orders) applies only to Orders placed directly with VMware. If Customer purchases entitlements to the Offerings through a VMware channel partner, terms regarding invoicing, payment, and taxes shall be as agreed between the VMware channel partner and Customer.

- 2.5. Replace section 3.3 of the General Terms (Termination for Cause) with the following:

**Termination.** Subject to and to the extent not prohibited by applicable law, either party may terminate the Agreement (in whole or in part) or Customer's entitlement to an Offering under the Agreement effective immediately upon written notice if the other party (a) materially breaches any provision of the Agreement and fails to cure within 30 days after receiving written notice; or (b) becomes insolvent or subject to any form of bankruptcy proceeding. VMware acknowledges that Customer may have additional termination rights under applicable law, which in some jurisdictions may include a Customer's right to terminate the Agreement for convenience or a Customer's right to terminate the Agreement in the event that a legislative body does not make appropriated funds available ("Non-Appropriation") for Customer to make upcoming payments under the Agreement.

- 2.6. Replace section 3.4 of the General Terms (Effect of Termination) with the following:

**Effect of Termination.** Upon termination of the Agreement or part of it: (a) all entitlements to the applicable Offerings immediately end; (b) Customer must stop using, and destroy any copies of, those Offerings; and (c) each party must return or destroy any Confidential Information of the other party in its control (other than information that must be retained by law). Any provision that is intended by the parties to survive termination of the Agreement will survive. Termination for Non-Appropriation of funds will not become effective prior to the date on which the budget for the next fiscal period goes into effect. Except as otherwise expressly provided in this Agreement or as required by applicable law or regulation, termination of the Agreement will not entitle Customer to any refunds, credits, or exchanges, and Customer will be liable for all fees incurred as of the effective termination date.

- 2.7. Replace section 7.1 of the General Terms (Indemnification) with the following:

**Defense and Indemnification.** Subject to the remainder of this section 7 (Indemnification) and applicable law, VMware will: (a) defend Customer against any Infringement Claim; and (b) indemnify Customer from amounts finally awarded against Customer by a court of competent jurisdiction or a government agency, or agreed to in a settlement approved by VMware, for the Infringement Claim.

- 2.8. Replace section 7.2 of the General Terms (Requirements) with the following:

**Requirements.** Customer must provide VMware with prompt notice of any Infringement Claim and reasonably cooperate with VMware's requests for assistance. Customer must make every effort to permit VMware to control or participate fully in the defense and/or settlement of any Infringement Claim to the maximum extent allowed under applicable law, rules or regulations; however, VMware acknowledges that such participation may be under the control of the chief legal officer for the applicable State or Local Government End User.

- 2.9. Replace section 7.5 of the General Terms (Sole Remedy) with the following:

**Sole Remedy.** To the extent permitted by applicable law, this section 7 (Indemnification) states Customer's sole remedy and VMware's entire liability for Infringement Claims.

- 2.10. Replace section 11.8 of the General Terms (Governing Law) with the following:

**Governing Law.** The Agreement is governed by applicable laws of the U.S. state or territory in which Customer is located. Conflict of law rules are expressly disclaimed. The United Nations Convention on Contracts for the International Sale of Goods does not apply. To the extent that any terms and conditions in this Agreement are inconsistent with applicable laws of the U.S. state or territory in which Customer is located, those terms shall be deemed deleted and unenforceable as applied to Customer's Order.

### 3. DEFINITIONS

**U.S. Federal End User** means (1) any of the following agencies or establishments of the U.S. Federal Government: (a) executive departments as defined by 5 U.S.C. 101; (b) military departments as defined by 5 U.S.C. 102; (c) government corporations as defined by 5 U.S.C. 103; (d) independent establishments as defined by 5 U.S.C. 104; and (e) any establishment in the legislative or judicial branch of the U.S. Federal Government (except the Senate, the House of Representatives, the Architect of the Capitol, and any activities under the Architect's direction), or (2) a

state or local government end user that purchases from the Federal Supply Schedule, subject to the provisions of GSAM 552.238-114 (Use of Federal Supply Schedule Contracts by Non-Federal Entities).

**U.S. State & Local Government End User** means any municipality, district, county, state, tribal, or territorial government entity, including any agency, department, commission, bureau, board, council, authority or other entity in the executive, legislative, or judicial branch of a state, local, tribal, or territorial government. For the avoidance of doubt, the foregoing includes (a) public K-12 schools and public universities; and (b) any hospitals, medical centers, or health facilities that have constitutional or statutory authority to conduct public procurements or are operated by any U.S. state, local, territorial, or tribal government.

# Service Level Agreement

**Omnissa Workspace ONE®**  
**Omnissa Horizon® Service**  
**Omnissa RemoteHelp™**

Dated: 20 November 2024

This Service Level Agreement (“SLA”) for the above Omnissa cloud service offerings (each, a “Service Offering”) is subject to the Omnissa General Terms attached hereto and found at <https://omnissa.com/legal-center/>. Capitalized terms not defined in this SLA have the meanings specified in the General Terms. Omnissa reserves the right to update the terms of this SLA at any time.

## Availability

Omnissa will use commercially reasonable efforts to ensure that each component of a Service Offering (“Service Component”) listed in the Per Service Component Availability chart below maintains at least 99.9% Availability (the “Availability Commitment”) during a given billing period. For purposes of this SLA, the billing period will be deemed to be a calendar month, unless otherwise specified in the Cloud Services Guide.

If the Availability of the Service Component is less than the associated Availability Commitment, then Customer may request an SLA Credit. Availability in a given billing period is calculated according to the following formula:

Availability = ( [total minutes in a calendar month – total minutes Unavailable] / total minutes in that calendar month) x 100

## Per Service Component Availability

A service component will be considered “Unavailable”, subject to the Service Level Agreement Limitations set forth below, if Omnissa’s monitoring tools determine that Omnissa is not providing the following Availability Metrics (each occurrence, an “SLA Event”):

Service Component	Monthly “Availability” Metric
<b>Omnissa Workspace ONE® UEM</b>	Administrators and users are able to login to the service with their correct credentials.
<b>Omnissa Workspace ONE® Access™</b>	Users are able to login and access their applications through the service.
<b>Omnissa Workspace ONE® Intelligence™</b>	Administrators can access the Workspace ONE Intelligence console.
<b>Omnissa Workspace ONE® Intelligence™ for Consumer Apps</b>	Administrators can access the Workspace ONE Intelligence console.
<b>Omnissa Workspace ONE® Assist™</b>	Administrators are able to use the Workspace ONE UEM console to connect to enrolled and network-connected remote devices through the service.

Service Component	Monthly “Availability” Metric
	Workspace ONE UEM enrolled devices with a network connection are able to successfully enroll with the Workspace ONE Assist service.
<b>Omnissa Horizon® Cloud Service™ on Microsoft Azure</b>	Administrators can access the Horizon Cloud control plane. Users can access their desktops and applications through the service.
<b>Omnissa Horizon® subscription</b>	Administrators can access the Horizon Cloud control plane
<b>Omnissa RemoteHelp™</b>	Customer service representatives are able to connect to the service console from within their CRM system and proceed with the steps to establish a remote support session with the subscriber or the end user device.

The total minutes that a service component is unavailable for a particular SLA Event is measured from the time that Omnissa validates that the SLA Event has occurred until the time that Omnissa resolves the SLA Event such that the service or service component is Available.

If two or more SLA Events occur simultaneously for a particular service, the SLA Event with the longest duration will be used to determine the total minutes Unavailable.

### SLA Credits

If the Availability of a service is less than 100% in a given calendar month, Customer may request an SLA Credit in accordance with the following table:

Monthly Availability Percentage	SLA Credit Percentage
Less than 99.9% but greater than or equal to 99.5%	10%
Less than 99.5% but greater than or equal to 99.0%	20%
Less than 99.0%	30%

An “SLA Credit” is equal to the SLA Credit Percentage of the monthly recurring or metered subscription fees (net of any discounts) for the month in which the SLA Event occurred.

### Service Level Agreement Limitations

Customer will not be eligible to receive an SLA Credit if:

- (i) Customer is delinquent on any payments for the service; or
- (ii) Customer is in violation of Section 2 (“Acceptable Use”) of the Cloud Services Exhibit during the time of the SLA Event; or
- (iii) The SLA Event was due to Customer’s failure to meet its security responsibilities as set forth in the Agreement.

The following will be excluded from any time-based Availability calculations related to the service:

- (a) scheduled maintenance where Customer has been notified at least five (5) days in advance;
- (b) non-standard or emergency maintenance windows when required maintenance cannot be performed during the scheduled maintenance window due to the urgent nature of the threat or potentially negative impact of failure to perform the maintenance;
- (c) recurring or zero-impact maintenance that is generally applicable to all customers, even if Customer is not notified in advance;
- (d) Customer's misuse of the service, including Customer's failure to follow configuration requirements for the service as set forth in the Documentation, or faulty input (by Customer);
- (e) force majeure events, denial of service attacks, viruses, or hacking attacks for which there is no commercially reasonable known solution, or any other events that are not within Omnissa's control or that could not have been avoided with commercially reasonable care;
- (f) acts or orders of government;
- (g) packet loss, network or internet problems beyond Omnissa's border router supporting Omnissa's public internet connectivity;
- (h) bugs in code or services for which there is no commercially reasonable known fix (even if there is a known workaround);
- (i) any network issues caused by compromised devices or desktops with regards to virus or spyware;
- (j) Customer's failure to implement required network configurations or changes within Customer's control as needed for operation of the service (e.g., Customer's on-premises network, express routes, MPLS, Customer's Microsoft Azure environment, etc.);
- (k) any issues caused by not up-to-date and non-compatible software versions of (1) software on Horizon Cloud Node, (2) Omnissa tool running in the desktops, (3) software agents such as DaaS, Horizon, and User Environment Manager, (4) Horizon Client, (5) Unified Access Gateway, or (6) customer operating system configuration or installed third-party software that prevents access to the service or degrades desktops' performance;
- (l) any issues caused by any of the following not being up to date: (1) dependent products/components such as product agents, (2) Omnissa tools running in the desktops, or (3) customer operating system configuration or installed third-party software that prevents access to the service or degrades desktops' performance; or
- (m) for Horizon Cloud Service on Microsoft Azure, running non-Horizon Service workloads on the Microsoft Azure infrastructure paired with the Horizon Service.

Omnissa's monitoring tools, data, and records will be the sole source of information used to track and validate Availability. Upon request, Omnissa will provide to Customer, within 45 days after a confirmed SLA Event, a copy of the Availability report that Omnissa makes generally available to customers.

### Service Level Agreement Claims

To request an SLA Credit, Customer must file a support request with Omnissa within thirty (30) days after the suspected SLA Event. Omnissa will review the request and issue an SLA Credit when Omnissa validates the SLA Event based on Omnissa's data and records.

SLA Credits will be issued to the person or entity that Omnissa invoices for the service, as a separate credit memo that can be applied towards a future invoice for that service instance. If the Subscription Term for the service expires or is terminated prior to the issuance of an SLA Credit, the SLA Credit will become void as of the date of that expiration or termination.

The SLA Credits are Customer's sole and exclusive remedy for any SLA Events occurring during the Subscription Term for the service or for any other claim in connection with this SLA.

## Service Level Agreement Exclusions

### Workspace ONE

Any Workspace ONE UAT (User Acceptance Testing) or non-production offering, whether provided as a free service or purchased for a fee, is not subject to this SLA, and Customer is not entitled to any SLA Credits.

### Horizon Service

For Horizon Cloud Service on Microsoft Azure:

Availability of the service is dependent on and subject to the availability of the Microsoft Azure infrastructure on which the service is hosted. Availability of the Microsoft Azure infrastructure is not covered by the Availability metrics in this SLA. If the Microsoft Azure infrastructure is unavailable, and therefore the service is unavailable, Customer's sole recourse under this SLA is to Omnissa, and not to Microsoft. Omnissa may have recourse to Microsoft pursuant to Omnissa's separate agreement with Microsoft. If Customer cannot access a portion of Customer-running virtual machines (that is, less than all Customer-running virtual machines), SLA Credits will be prorated relative to the total number of virtual machines in the instance at the time of the partial SLA Event.

## DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms part of the Agreement between the party identified in the Agreement (“**Customer**”) and Omnissa, and applies if Omnissa processes Personal Data on behalf of Customer while providing Services. This DPA does not apply where Omnissa is the Controller. All capitalized terms used but not defined in this DPA will have the meanings set forth in the Agreement.

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States. The Customer agrees that no Personal Data covered by the EU Law or law of an EU Member State will be provided to Omnissa for processing.

### 1. PROCESSING:

- 1.1. **Role of the Parties:** Omnissa will process Personal Data under the Agreement only as a Processor acting on behalf of Customer. Customer may act either as a Controller or as a Processor of Personal Data. If Customer is acting as a Processor, Customer must communicate with Omnissa about the Processing on behalf of the Controller, and Omnissa will direct any inquiries from the Controller to Customer.
- 1.2. **Customer Processing of Personal Data:** Customer’s use of the Services and processing instructions must comply with Data Protection Law and Customer must obtain all rights and authorizations necessary for Omnissa to process Personal Data under the Agreement.
- 1.3. **Omnissa Processing of Personal Data:** Omnissa must comply with Data Protection Laws applicable to its provision of the Services and will process Personal Data in accordance with Customer’s documented instructions. Customer agrees that the Agreement is its complete and final instructions to Omnissa regarding the processing of Personal Data. Processing any Personal Data outside the scope of the Agreement requires prior written agreement between Omnissa and Customer and may incur additional fees. Customer may terminate the Agreement upon written notice if Omnissa declines or is unable to accept any reasonable modification to processing instructions that (a) are necessary to enable Customer to comply with Data Protection Laws, and (b) the parties were unable to agree upon after good faith discussions.
- 1.4. **Processing of Personal Data Details:**
  - 1.4.1. **Subject Matter:** The subject matter of the processing under the Agreement is Personal Data.
  - 1.4.2. **Duration:** The duration of the processing under the Agreement is determined by Customer and as set forth in the Agreement.
  - 1.4.3. **Purpose:** The purpose of the processing under the Agreement is the provision of the Services by Omnissa to Customer as specified in the Agreement.
  - 1.4.4. **Nature of the Processing:** Omnissa and its Sub-processors are providing Services and fulfilling contractual obligations to Customer as described in the Agreement. These Services may include the processing of Personal Data by Omnissa and its Sub-processors.
  - 1.4.5. **Categories of Data Subjects:** Customer determines the data subjects, which may include Customer’s end users and consumers, employees, contractors, suppliers, and other third parties.
  - 1.4.6. **Categories of Data:** Customer controls the categories of Personal Data that it submits to the Services through its use and configuration of the Services.

### 2. SUBPROCESSING:

- 2.1. **Use of Sub-Processors:** Customer authorizes Omnissa to engage Sub-processors to process Personal Data to provide the Services. Omnissa is responsible for any acts, errors, or omissions of its Sub-processors to the same extent Omnissa would be liable if performing the Services directly under the terms of the Agreement.
- 2.2. **Obligations:** Omnissa will enter into an agreement requiring each Sub-processor to process Personal Data in a manner substantially similar to the standards in the DPA, and at a minimum, at the level required by Data Protection Law.
- 2.3. **Notice:** Omnissa's list of Sub-processors is available on the Omnissa Trust Center or upon written request.
- 2.4. **Changes to Sub-processors:** Omnissa will provide prior notice to Customer of any new Sub-processor if Customer has subscribed to receive such notifications on the Omnissa Customer Connect platform. If Customer objects to a new Sub-processor on reasonable data protection grounds within 10 days of receiving notice, Omnissa will discuss those concerns with Customer in good faith with a view to achieving resolution.
- 3. **SECURITY MEASURES:**
  - 3.1. **Security Measures by Omnissa:** Omnissa will implement and maintain appropriate technical and organizational security measures designed to protect against Personal Data Breaches and to preserve the confidentiality, integrity, and availability of Personal Data ("**Security Measures**"). Security Measures are subject to technical progress and development. Omnissa may modify Security Measures from time to time, provided that any modifications do not result in material degradation of the overall security of the Services.
  - 3.2. **Security Measures by Customer:** Customer must implement appropriate technical and organizational measures in its use and configuration of the Services.
  - 3.3. **Personnel:** Omnissa restricts its personnel from processing Personal Data without authorization (except as required by applicable law). Any person authorized by Omnissa to process Personal Data is subject to confidentiality obligations.
- 4. **PERSONAL DATA BREACH RESPONSE:** Upon becoming aware of a Personal Data Breach, Omnissa will notify Customer without undue delay and will provide information relating to the Personal Data Breach as reasonably requested by Customer. Omnissa will use reasonable endeavors to assist Customer to mitigate, where possible, the adverse effects of any Personal Data Breach.
- 5. **AUDIT REPORTS:** Omnissa (or third parties engaged by Omnissa) audits its compliance against data protection and information security standards on a regular basis. Omnissa's security certifications are published on the Omnissa Trust Center. Upon Customer's written request, Omnissa will provide Customer with a summary of the current audit report or other documentation generally made available by Omnissa for Customer to verify Omnissa's compliance with this DPA.
- 6. **PERSONAL DATA TRANSFERS:**
  - 6.1. **Personal Data Transfers:** Omnissa may transfer and process Personal Data to and in locations around the world where Omnissa or its Sub-processors maintain data processing operations to provide the Services.
  - 6.2. **Personal Data Transfers from the European Economic Area, the United Kingdom, and Switzerland:** Omnissa will process all European Economic Area, United Kingdom, and Switzerland Personal Data transferred to it for processing under the Agreement in accordance with Standard Contractual Clauses ("**SCC**") or the International Data Transfer Addendum ("**IDT**"), as applicable, including where Personal Data is processed outside of the European Economic Area by Omnissa, any member of its group of companies, or any external Sub-processor.
  - 6.3. **SCC 2021:** SCC Module Two and Module Three, as applicable, apply to the transfers from EU/EEA and Switzerland, with the following selections:



Section Reference	Concept	Selection by the Parties
Section I, Clause 7	Docking Clause	The option under Clause 7 shall not apply.
Section II, Clause 9	Use of Sub-processors	Option 2 will apply, and the time period for prior notice of Sub-processor changes shall be as set out in this DPA.
Section II, Clause 11	Redress	The option under clause 11 shall not apply.
Section IV, Clause 17	Governing law	The laws of Ireland. The FADP insofar as the transfers are governed by the FADP.
Section IV, Clause 18 (b)	Choice of forum and jurisdiction	The courts of Ireland.
Annex I.A	List of Parties	See above and this DPA.
Annex I.B	Description of Transfer	See Sections 1.1., 1.4.2., 1.4.3., 1.4.5., 1.4.6., 2.1, and 3.1 above, of this DPA.
Annex I.C	Competent Supervisory Authority	Irish Data Protection Commissioner (DPC) <a href="https://www.dataprotection.ie/">https://www.dataprotection.ie/</a> Federal Data Protection and Information Commissioner insofar as the transfers are governed by the FADP.
Annex II	Technical and Organizational Measures	See Section 3 of this DPA.
Additional adaptations insofar as the FADP governs the transfers (Switzerland)	The term 'member state' must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of residence (Switzerland) in accordance with Clause 18 (c) of the Standard Contractual Clauses. The references to "GDPR" are to be understood as references to FADP.	

- 6.4. **Additional Terms for Module Three of the Standard Contractual Clauses.** Where applicable, for the purposes of the Module Three (only), the parties agree the following:
- 6.4.1. **Instructions and notifications.** For the purposes of Clause 8.1(a), (b) and (c), Customer hereby informs Omnissa that it acts as Processor under the instructions of the relevant Controller in respect of Personal Data. Customer warrants that its Processing instructions as set out in the Agreement and this DPA, including its authorizations to Omnissa for the appointment of Sub-processors in accordance with this DPA, have been authorized by the relevant Controller. Customer shall be solely responsible for forwarding any notifications received from Omnissa to the relevant Controller where appropriate.
- 6.4.2. **Security of Processing.** For the purposes of Clause 8.6(c) and (d), Omnissa shall provide notification of a personal data breach concerning Personal Data Processed by Omnissa to Customer in accordance with this DPA.

- 6.4.3. **Documentation and Compliance.** For the purposes of Clause 8.9, all enquiries from the relevant Controller shall be provided to Omnissa by Customer. If Omnissa receives an enquiry directly from a Controller, it shall forward the enquiry to Customer and Customer shall be solely responsible for responding to any such enquiry from the relevant Controller where appropriate.
- 6.4.4. **Data Subject Rights.** For the purposes of Clause 10 and subject to this DPA, Omnissa shall notify Customer about any request it has received directly from a Data Subject without obligation to handle it (unless otherwise agreed) but shall not notify the relevant Controller. Customer shall be solely responsible for cooperating with the relevant Controller in fulfilling the relevant obligations to respond to any such request.
- 6.4.5. Further, if the Standard Contractual Clauses are implemented, adopted, or recognized as a legitimate data transfer mechanism in countries other than the EEA countries, then the Data Importer shall apply the relevant SCC Modules to the transfer of Personal Data originating from such country(-ies).
- 6.4.6. It is not the intention of either party to contradict or restrict any of the provisions set forth in the Standard Contractual Clauses and, accordingly, if and to the extent the Standard Contractual Clauses conflict with any provision of the Agreement (including this DPA) the Standard Contractual Clauses shall prevail to the extent of such conflict.

6.5. **IDT:** The following selections apply:

Reference	Concept	Selection by the Parties
Table 1	Parties	The Parties identified in the Agreement and Section 1 of this DPA.
Table 2	Selected SCC, Modules and Selected Clauses	The information under Section 6.3 above shall apply.
Table 3	Appendix Information	See Sections 1.1., 1.4.2., 1.4.3., 1.4.5., 1.4.6., 2.1, and 3.1 above, of this DPA.
Table 4	Ending this DPA when the Approved Addendum Changes	Neither party may end the IDT, except as set forth in the Agreement.

In the event of any changes being implemented to the IDT after signature of this DPA, the Parties agree to co-operate and repopulate any replacement IDT.

7. **DELETION OF PERSONAL DATA:** Following expiration or termination of the Agreement, Omnissa will delete or return to Customer all Personal Data as set forth in the Agreement. If Omnissa is required by applicable law to retain Personal Data, Omnissa will implement reasonable measures to prevent any further processing. The terms of this DPA will continue to apply to that retained Personal Data.

8. **COOPERATION:**

8.1. **Data Subject Requests:** If Omnissa receives any requests from individuals wishing to exercise their rights in relation to Personal Data processed under the Agreement (a “Request”), Omnissa will promptly redirect the Request to Customer. Omnissa will not respond to the Request directly unless authorized by Customer or required by law. Customer may address Requests using the Services. If Customer needs assistance, Customer will request Omnissa’s reasonable cooperation, which Omnissa will provide, at Customer’s expense.

8.2. **DPIAs and Prior Consultations:** If required by Data Protection Law, Omnissa will, with reasonable notice and at Customer’s expense, provide reasonably requested information regarding the Services to enable Customer to carry out data protection impact assessments (“DPIAs”) and prior consultations with data protection authorities.

8.3. **Legal Disclosure Requests:** If Omnissa receives a valid request for the disclosure of Personal Data that is subject to this DPA, that request will be addressed in accordance with the Agreement.

9. **GENERAL:**

9.1. **Relationship with Agreement:** Any claims brought under this DPA will be subject to the terms of the Agreement (including its exclusions and limitations).

9.2. **Conflicts:** In the event of any conflict between this DPA and any provisions in the Agreement, the terms of this DPA will prevail.

9.3. **DPA Updates:** Omnissa may update this DPA: (a) if required to do so by a data protection authority or other government or regulatory entity; or (b) to comply with Data Protection Law. Omnissa may further exchange, adopt, or update its data transfer or compliance mechanisms provided they are recognized by Data Protection Law. The modified DPA will become effective when published on Omnissa’s website or as otherwise provided in the Agreement.

10. **DEFINITIONS:**

**Agreement** means the written or electronic agreement between Customer and Omnissa for the provision of Services to Customer.

**Controller** means an entity that determines the purposes and means of the processing of Personal Data.

**Data Protection Law** means all data protection and privacy laws applicable to the processing of Personal Data in relation to the Services.

**GDPR** means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation).

**Personal Data** means any information relating to an identified or identifiable natural person contained within Customer Content.

**Personal Data Breach** means a breach of security of the Services leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

**Processor** means an entity that processes Personal Data on behalf of a Controller.

**Services** means, for the purposes of this DPA, any Cloud Service or Support Services provided by Omnissa to Customer pursuant to the Agreement.

**Sub-processor** means any Processor engaged by Omnissa or any member of its group of companies that processes Personal Data pursuant to the Agreement. Sub-processors may include third parties or any member of Omnissa's group of companies.

[Continued on next page]

## **Supplemental Terms to Data Processing Addendum**

### **CCPA Supplemental Terms**

To the extent that the California Consumer Privacy Act of 2018, as amended, Cal. Civ. Code § 1798.100 et seq. (“CCPA”) applies to Personal Data that Customer discloses to Omnissa for a ‘business purpose’ and where Omnissa is acting as Customer’s ‘service provider’ pursuant to the Agreement, as such terms are defined under CCPA, the following supplemental terms apply:

1. Omnissa is processing the Personal Data for the limited and specific ‘business purpose’ of providing the Omnissa Cloud Services and/or Support Services purchased pursuant to the Agreement, which may be further detailed in the Cloud Service Guide or Support Terms, as applicable.
2. Omnissa will comply with the requirements of CCPA that are applicable to Omnissa as a service provider and will provide the level of privacy protection as further described in the Agreement, including facilitating Customer’s responses to, and compliance with, its consumers’ requests as detailed in Section 8 (Cooperation), and implementing security measures as described in Section 3 (Security Measures) of the DPA.
3. To ensure that Omnissa uses Personal Data in a manner consistent with Customer’s obligations under the CCPA, Customer may take the reasonable and appropriate steps set forth in Section 5 (Audit Reports) of the DPA.
4. Omnissa will notify Customer if Omnissa determines that it can no longer meet its obligations under CCPA.
5. If Customer reasonably believes that Omnissa is using Personal Data in a manner not authorized by the Agreement or by the CCPA, Customer may take the following reasonable and appropriate steps: (i) notify Omnissa so that the parties may work together in good faith to resolve the matter, or (ii) exercise any other rights provided in the Agreement.
6. Omnissa will not ‘sell’ or ‘share’ Personal Data (as those terms are defined under CCPA).
7. Omnissa will not retain, use, or disclose Personal Data outside of the direct business relationship between Omnissa and Customer or for commercial or any other purposes other than for the business purpose identified above, except as otherwise permitted by CCPA.
8. Omnissa will not combine Personal Data with data received from another source or with data collected by Omnissa from its own interactions with customer’s consumers, except as permitted by CCPA.

## Omnissa External Export Control & Sanctions Compliance Notice

Omnissa, LLC (“**Omnissa**”) is committed to complying with all applicable trade and sanctions laws and regulations, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and export control regulations governed by the U.S. Department of Commerce's Bureau of Industry and Security (BIS).

If you are exporting or re-exporting Omnissa products, services, or technical data, U.S. sanctions and export controls apply, regardless of whether you are a U.S. person or operating within the United States. By engaging in such conduct, you are acknowledging your responsibility to comply with U.S. sanctions and export control laws and regulations.

Please contact the Omnissa Legal Department with any questions regarding sanctions or export control compliance related to our products, services, or technical data.

### Export Control Compliance

Export controls are designed to advance national security, foreign policy, and economic interests by regulating the export of sensitive technologies, software, and goods. Omnissa products, software, and technology (“**Omnissa products**”) are subject to export controls under the laws and regulations of the United States (U.S.), the European Union (EU), the United Kingdom (UK), and any other applicable countries' export laws and regulations. It is important to note that an export or re-export transaction need not necessarily involve the sale of a product. Exports or re-exports can also include the shipment or electronic transmission of software or technology for beta testing, quality assurance, demonstration, or other purposes. The release of software source code or technology within the U.S. to a non-U.S. national or non-permanent resident alien is also an export.

### U.S. Sanctions Compliance

Economic sanctions are legal restrictions that governments impose on transactions with specific parties or entire jurisdictions to change or discourage the behavior of individuals, entities, countries, or regimes. Sanctions prohibit or restrict specific activities, such as dealings with particular businesses, individuals, industry sectors, governments, and countries or regions. U.S. sanctions are “strict liability,” meaning that any direct or indirect dealings with, involving, or for the benefit of a sanctioned party or jurisdiction could result in liability.

The U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) administers the following key types of U.S. sanctions:

- *Comprehensive sanctions* (a.k.a., embargoes) ban most trade with sanctioned countries or territories absent government authorization. The United States has imposed comprehensive sanctions on the so-called Crimea, Donetsk, and Luhansk regions of Ukraine/Russia, Cuba, Iran, North Korea, and Syria ("**sanctioned jurisdictions**").
- "*List-based*" *sanctions* involve the U.S. government specifying criteria (e.g., entities supporting terrorist groups) and then publicly identifying parties designated for sanctions under that specified criteria on a list. U.S. sanctions prohibit virtually all dealings with parties listed as "Specially Designated Nationals" ("**SDNs**") on OFAC's Specially Designated Nationals and Blocked Persons List (the "**SDN List**"). Additionally, any entity that is owned 50 percent or more by one or more SDNs must also be treated as an SDN.

## Prohibited Jurisdictions

Omnissa prohibits any export or re-export of Omnissa products, services, or technical data to any Sanctioned Jurisdictions. Due to the strict sanctions and export controls maintained by the United States against Russia and Belarus, Omnissa also prohibits any export or re-export of Omnissa products, services, or technical data to these countries.

## Restricted Parties Lists

The U.S. government prohibits U.S. companies from dealing with certain individuals or entities without a license. These end-users are individuals, companies, or organizations that have been designated on one or more restricted parties lists published by the Commerce Department, OFAC, and the State Department.

Omnissa does not export or re-export, or allow export by third parties, directly or indirectly, of products, services, or technical data to any entity or individual, whether in the U.S. or abroad, specified on these lists:

[U.S. Department of Commerce Denied Persons List](#)

[U.S. Department of Commerce Denied Entity List](#)

[U.S. Department of Commerce Unverified List](#)

[U.S. Department of the Treasury Specially Designated Nationals and Blocked Persons List](#)

[U.S. Department of State Debarred List](#)

[U.S. Department of State Nonproliferation Sanctions](#)

Further Omnissa does not export or re-export, or allow export by third parties, directly or indirectly, of products or services to any entity or individual that is owned in the aggregate 50 percent or more by any SDN.

## Omnissa Horizon® Service Sub-Processors

Omnissa may hire other companies to provide certain services on its behalf. Sub-processors who may process Customer Content (as defined in the General Terms) are itemized below. Omnissa affiliates may also process Customer Content. As set forth in the Data Processing Addendum, Omnissa has adequate data transfer mechanisms in place with each sub-processor. The list below does not apply to pre-release versions.

Sub-Processor	Country	Services Performed	HQ Address	DPO contact	Data Transfer Mechanism
Amazon Web Services, Inc.	USA <sup>1</sup>	Data Center Provider (Self Service Portal)	410 Terry Avenue North, Seattle, WA 98109 USA	aws-EU-privacy@amazon.com	Standard Contractual Clauses
Amazon Web Services, Inc. (Gov Cloud)	USA	Data Center Provider for Horizon Service FedRAMP environment	410 Terry Avenue North, Seattle, WA 98109 USA	aws-EU-privacy@amazon.com	Standard Contractual Clauses
Microsoft Corporation	USA	Database Services for Horizon Service FedRAMP environment	One Microsoft Way, Redmond, WA 98052 USA	<a href="#">Data Subjects Webform</a>	Standard Contractual Clauses
Microsoft Corporation	USA, Australia, Ireland, Japan, United Kingdom, Germany	Data Center Provider <sup>2</sup> , (Horizon Cloud Service First-Gen: Control Plane, Horizon Lifecycle Management, Operations Console, Universal Broker)	One Microsoft Way, Redmond, WA 98052 USA	<a href="#">Data Subjects Webform</a>	Standard Contractual Clauses
	USA, Ireland, Japan	Data Center Provider (Horizon Cloud Service Next-Gen: Control Plane, Universal Console, Universal Broker, Edge Hub)			



Sub-Processor	Country	Services Performed	HQ Address	DPO contact	Data Transfer Mechanism
	USA, Australia, Japan, United Kingdom, Ireland, Germany, India	Data Center Provider (Horizon Cloud Service Next-Gen: VM Hubs)			
MongoDB, Inc.	USA, Australia, Japan, United Kingdom, Ireland, Germany	Database Services (Horizon Cloud Service First-Gen: Stores configuration information)	1633 Broadway, 38th Floor, New York, NY 10019 USA	privacy@mongodb.com	Standard Contractual Clauses
	USA, Australia, Japan, United Kingdom, Ireland, Germany, India	Database Services (Horizon Cloud Service Next-Gen: Regional Data Shards)			
ControlUp, Inc.	USA and Ireland <sup>5</sup> or Germany	Provides the Omnissa Advanced Monitoring™ feature. Based on customer's location.	Sderot nim 2, Azrieli Rishonim Mali, 4th Floor, rishon LeTsiyon, 7546302 Israel	privacy@controlup.com	Standard Contractual Clauses
	Germany	Provides Scoutbees features. Based on customer's location.			
Anunta Tech Inc.	USA India	Customer support for the Omnissa Horizon® Accelerator™ service.	9201 Corporate Blvd., Suite 440, Rockville, MD USA	grievance@anuntatech.com	Standard Contractual Clauses

Omnissa Access™ functionality can be integrated with this service and may use additional sub-processors. See the sub-processor listing for Omnissa Platform Services.

Omnissa Intelligence™ delivers monitoring functionality for entitled customers and may use additional sub-processors. See the sub-processor listing for Omnissa Platform Services.

<sup>1</sup> The country indicated is the sub-processor's primary location - Omnissa purchases the sub-processor's standard offering and thus the sub-processor controls the country in which data is stored.

<sup>3</sup> This sub-processor only applies to the Azure deployment model.

<sup>3</sup>The country is determined by the location of the partner's MongoDB location.

<sup>4</sup>Location is determined by the partner.

<sup>5</sup>Data is stored in both locations.

Omnissa may use additional sub-processors for customer support. Please see the sub-processor listing for Omnissa Support Services.

If you would like to receive updates to this sub-processor list, please go your account in Omnissa Customer Connect and enable notifications for this sub-processor list under "My Profile → Subscriptions."



Last updated: October, 2024

## Omnissa Intelligence Sub-Processors

Omnissa may hire other companies to provide certain services on its behalf. Sub-processors who may process Personal Data contained within Customer Content (as defined in the General Terms) are itemized below. Omnissa affiliates may also process Personal Data. As set forth in the Data Processing Addendum, Omnissa has adequate data transfer mechanisms in place with each Sub-processor. The list below does not apply to pre-release versions.

Sub-Processor / Data Center Provider	Country	Backup and DR Location	Services Performed	HQ Address	DPO contact	Data Transfer Mechanism
Amazon Web Services, Inc.*	USA Ireland Germany Japan Australia Canada United Kingdom India Singapore	USA Ireland Germany Japan Australia Canada United Kingdom India Singapore	Hosting services	410 Terry Avenue North, Seattle, WA 98109	<a href="mailto:aws-EU-privacy@amazon.com">aws-EU- privacy@amazon.com</a>	Standard Contractual Clauses

\*The email service provided using AWS SES is encrypted and routed through the USA data center location.

Omnissa may use additional sub-processors for customer support – see the sub-processor listing for Omnissa Support Services.

If you would like to receive updates to this sub-processor list, please go to your account in Customer Connect and enable notifications for this sub-processor list.

# OMNISSA PRODUCT GUIDE

December 2024

## 1. TERMS APPLICABLE TO ALL PRODUCTS

The terms set forth in this Omnissa Product Guide (“**Product Guide**”) apply to any Omnissa Software that Customer licenses under the Omnissa General Terms and Software Exhibit, attached hereto and available at <https://omnissa.com/legal-center/>, or other software license agreement that references this Product Guide. Terms applicable to VMware by Broadcom offerings are found at the applicable Broadcom websites.

### 1.1 Definitions

Terms not otherwise defined below or in the individual entries in Section 2 of this Product Guide have the same meanings as set forth in the Omnissa General Terms, the Exhibits, the Guides, or other documents attached hereto and found at <https://omnissa.com/legal-center/>.

“**Commercial Use**” means any internal business use or any use of the Software by Customer in the functions of Customer’s employment.

“**Container**” means a standalone, executable package of software code and the related runtimes, system tools, system libraries, and settings needed to run the code.

“**Desktop Virtual Machine**” is a hosted Virtual Machine with one of the following operating systems (as detailed in the Documentation or product pages for specific versions of the Software): Microsoft Windows Vista, Microsoft Windows 7, Microsoft Windows 8, Microsoft Windows 10, Windows 11, Microsoft Windows Server, or Linux.

“**Documentation**” means that documentation that is generally provided to Customer by Omnissa with the Software, as that documentation is revised by Omnissa from time to time, and which may include end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software.

“**Guest Operating Systems**” means instances of third-party operating systems licensed by Customer, installed in a Virtual Machine, and run using the Software.

“**Instance**” means a single installation of the Software on a physical server or on a Virtual Machine.

“**Mac Computer**” means any Apple Inc.-branded products running a version of macOS.

“**Server**” means a hardware system capable of running the server software. A hardware partition or blade is considered a separate hardware system.

“**Sub-processor**” means third parties or Omnissa affiliates that Omnissa engages to process Personal Data on its behalf.

“**Virtual CPU**” or “**vCPU**” means a single unit of virtual processing power configured to a Virtual Machine.

“**Virtual Machine**” means a software container that can run its own operating system and execute applications like a physical machine.

### 1.2 Applicable Version of the Product Guide

This version of the Product Guide or the version that is materially the same as this version that is published at <https://omnissa.com/legal-center/> on the date that Omnissa accepts Customer’s Order for Software applies to the version of Software in Customer’s

Order. Omnissa may provide Customer with updates/updated releases through Support Services. If Customer installs a release that Omnissa provides to Customer, then this version of the Product Guide or the version that is materially the same as this version that is published at <https://omnissa.com/legal-center/> on the date that Customer installs the release applies to that release.

### **1.3 Territory Restrictions**

For deployments of Software on maritime vessels, the country where the vessel's home port is located is recognized as the Territory for which the Software is licensed. Global deployment rights are not required for deployments of Software on maritime vessels where the Software is operating under normal conditions.

For all Software described in Section 2 of this Product Guide, the territorial restrictions in the Agreement do not apply to any component of the Software that is installed on a "Mobile Device". As used in this section 1.4, a "Mobile Device" means laptops and mobile devices, including but not limited to mobile phones, smartphones, tablet computers and similar mobile computing devices, personal digital assistants, enterprise digital assistants, ruggedized devices, and any similar or similarly functioning mobile electronic devices, whether owned by Customer or by Customer's authorized individual users.

For all Software that Customer receives that is incidental to Customer's use of an Omnissa Cloud Service Offering and which must be installed in Customer's on-premises environment to enable Customer to use that Service Offering, the territorial restrictions in the Agreement do not apply.

### **1.4 Data Processing, Collection, and Usage**

Omnissa Software may allow Customer's organization to share technical data about its use of the Software and its environment with Omnissa for purposes such as improving the product and the customer's experience.

In connection with the provision of certain Omnissa Software, Omnissa may use Sub-processors to process Personal Data on its behalf, in which case the Data Protection Addendum will apply. Omnissa has adequate data transfer mechanisms in place with each Sub-processor as set forth in the Data Processing Addendum.

### **1.5 Third Party Software**

Omnissa Software may include third-party software, which is subject to additional terms from Omnissa's licensors. See Section 3 of this Product Guide for further details.

## 2. DESKTOP AND END USER COMPUTING

### 2.1 Omnissa Workspace ONE

#### Definitions

**“Device”** means any client hardware that enables installing and running of the Software on that client hardware.

**“Named User”** means Customer’s single designated User.

#### License Notes

In addition to the license notes in this Product Guide that apply to each component of Omnissa Workspace ONE, if Customer purchases a license to Omnissa Workspace ONE the following terms apply to all components of the Omnissa Workspace ONE bundle:

Customer may use the Software for up to the number of Named Users or Devices for which Customer has paid the applicable license fees. For each Named User, Customer may allow the Software to be installed and used on up to five (5) Devices by that Named User. Each Named User may also access the Software (or part of it) using web-only access, which will not constitute use of a Device by that Named User.

If Customer licenses the Software on a per-Device basis, Customer cannot use the Software to access the Omnissa Workspace ONE web-based portal. Software licensed on a per-Device basis can only be used on devices being managed by Workspace ONE.

If Customer licenses Omnissa Workspace ONE as Subscription Software, Customer may use the Software solely during the Subscription Term. Upon expiration of the Subscription Term, Customer must promptly cease use of the Software and Documentation.

#### Hosting Services

Customer may (if it is qualified to do so) be able to purchase the Workspace ONE Perpetual Hosting Service or Managed Hosting Service as an add-on to its Omnissa Workspace ONE software licenses. The Perpetual Hosting Service and Managed Hosting Service enable use of certain components of the Software in a production environment via Internet-based consoles. Customer must have an active Support Services contract to purchase and use either the Perpetual Hosting Service or the Managed Hosting Service. If Customer purchases the Perpetual Hosting Service or the Managed Hosting Service, Customer’s use of those cloud services is governed by the Cloud Services Exhibit.

If Customer is using its Workspace ONE Software license with Perpetual Hosting Service or Managed Hosting Service, Customer may not simultaneously deploy that same Software license in another environment. If Customer stops using the Perpetual Hosting Service or the Managed Hosting Service and subsequently deploys the Workspace ONE Software in Customer’s on-premises environment, then the License Agreement and this Product Guide will apply to Customer’s use of the Software.

#### Specific License Notes

In addition to the general license notes above, if Customer purchases a license to Omnissa Workspace ONE, the following terms apply:

Each edition of Omnissa Workspace ONE includes entitlements to use different functionality and inclusions. For the edition of the Software Customer has purchased licenses for, Customer may only use the functionality for that edition.

## **Unified Endpoint Migration to Omnisca Workspace ONE**

Customer may migrate or convert Customer's license to Omnisca Unified Endpoint Management software to Omnisca Workspace ONE Software if Customer has received a migration offering or received a Workspace ONE product entitlement. The following terms apply to Customer's migration from Omnisca Unified Endpoint Management software to Omnisca Workspace ONE:

Customer's use of Omnisca Workspace ONE (including the applicable Unified Endpoint Management functionality Customer already uses) is subject to the Agreement; any legacy AirWatch terms governing that functionality will no longer apply.

Customer is licensed to use Omnisca Workspace ONE for up to the same number of Named Users or Devices for which Customer has paid the applicable Unified Endpoint Management software license fees.

### **Omnisca Workspace ONE Application Access**

As part of Customer's license to Omnisca Workspace ONE Application Access, Customer is entitled to use Omnisca Workspace ONE Access. Customer may only use Workspace ONE Access with Omnisca Workspace ONE Application Access. Information collected by Omnisca may be transferred, stored, and processed by Omnisca in the United States or any other country in which Omnisca, its affiliates, or service providers maintain facilities.

As part of Customer's license to Omnisca Workspace ONE Application Access, Customer is entitled to use functionality from Unified Endpoint Management software for the distribution of mobile applications. Customer may not use Unified Endpoint Management software for the management of mobile devices.

### **Omnisca Workspace ONE Standard and Omnisca Workspace ONE Advanced**

As part of Customer's license to Omnisca Workspace ONE Standard or Omnisca Workspace ONE Advanced, Customer is entitled to use functionality from Unified Endpoint Management software for up to the same number of Named Users or Devices for which Customer has paid the applicable license fees for Omnisca Workspace ONE Standard or Omnisca Workspace ONE Advanced, and subject to the functionality entitlements referred to above.

### **Omnisca Workspace ONE Enterprise Subscription**

As part of Customer's license to Omnisca Workspace ONE Enterprise, Customer is licensed to use Omnisca Horizon Apps Universal Subscription Edition for up to the same number of Named Users for which Customer has paid the applicable license fees for Omnisca Workspace ONE Enterprise and subject to the functionality entitlements referred to above. Upon expiration or termination of the Subscription Term for Omnisca Workspace ONE Enterprise, Customer must promptly cease use of Omnisca Horizon Apps Universal Subscription Edition and the related Documentation. Customer may not use the following Omnisca Software included in the Omnisca Horizon Apps Advanced Edition bundle: Omnisca ThinApp Virtualization Packager.

### **Omnisca Workspace ONE Enterprise Perpetual**

As part of Customer's license to Omnisca Workspace ONE Enterprise Perpetual, Customer is licensed to use Omnisca Horizon Enterprise Edition for up to the same number of Named Users for which Customer has paid the applicable license fees for Omnisca Workspace ONE Enterprise Perpetual, and subject to the functionality entitlements referred to above.



## 2.2 Omnissa Unified Endpoint Management (UEM)

### Definitions

**“Device”** means mobile device(s), including but not limited to mobile phone(s), smartphone(s), tablet computer(s) and computing device(s), personal digital assistant(s), enterprise digital assistant(s), ruggedized devices, and any similar or similarly functioning electronic devices, which may be monitored and managed by the Software, whether owned by Customer or by Customer’s Users.

**“Named User”** means Customer’s single designated User.

**“Usage Data”** means aggregated technical data about Customer’s use and Customer’s Users’ use of the Software and Customer’s Users’ Devices, including but not limited to: Omnissa Workspace ONE account identification number; Device make and model; Device operating systems; operating system versions; the total number of Devices running; the number of active Devices; dates and times of Omnissa Workspace ONE console logins; Device ownership type; application names, identifiers, versions, and whether the application is public or managed; database actions taken; external calls, HTTP requests, and browser load pages made by the Software; errors made by applications running in the Software; and the amount of memory and CPU usage across the Software.

### License Notes

If Customer licenses the Software on a per-Device basis, Customer may use the Software for up to the number of Devices specified in Customer’s Order. Customer may transfer the Software from Device to Device so long as Customer does not exceed the total number of Devices specified in Customer’s Order. Customer may use the Software to monitor the Devices from an unlimited number of computers.

If Customer licenses the Software on a per-Named User basis, Customer may use the Software for up to the number of Named Users for which Customer has paid the applicable license fees. Each Named User may have a maximum of three (3) Devices that are managed by Omnissa Workspace ONE Software or on which the Omnissa Workspace ONE Software is installed.

**Evaluation License Period.** Notwithstanding anything to the contrary in the Agreement, if Customer is licensing the Software for evaluation purposes, Customer’s use of the Software is only permitted for a period of 30 days.

**APN Certificate.** If Customer uses the Software to manage Devices running on operating systems developed and released by Apple Inc., Customer must obtain Customer’s own Apple Push Notification services (APNs) Certificate from Apple Inc.

**Hosted Services.** Customer may purchase Omnissa Workspace ONE Hosted Services as an add-on to the Software licenses. These service enables Omnissa to host, on Omnissa’s servers and on Customer’s behalf, the necessary Software to allow communication, control functions, or share content with Devices in a production environment via Internet-based consoles. Customer’s use of Workspace ONE Hosted Services is governed by the Cloud Services Exhibit. If Customer’s Order includes Workspace ONE Hosted Services, Omnissa will provide the services to Customer for the number of Software licenses and for the hosted services period specified in the Order. If Customer is using a Software license with Workspace ONE Hosted Services, Customer may not simultaneously deploy that same Software license in another environment.

### License Notes for Workspace ONE Management Suites

In addition to the general license notes above and the license notes that apply to each Software component of a Workspace ONE Management Suite (except for the license metrics for those Software components), the following terms apply:

Each Workspace ONE Management Suite includes entitlements to use different functionality and inclusions. For the Workspace ONE Management Suite that Customer purchases licenses for, Customer may only use the functionality for that Workspace ONE Management Suite.

**Workspace ONE Management Suite for Rugged Devices.** Customer may only use the following functionality of the Workspace ONE Management Suite for Rugged Devices for which Customer has paid the applicable fees: Mobile Device Management, Container, Omnisia Workspace ONE Intelligent Hub App Catalog, and Omnisia Workspace ONE Assist.

**Omnissia Access.** Customer's license to use certain editions of the Workspace ONE Hosted Service includes an entitlement to use Omnisia Access Cloud. Any use of Omnisia Access Cloud by a Named User on a Device will constitute use of a Device for the purposes of the Workspace ONE Software license metric. Information collected by Omnisia may be transferred, stored, and processed by Omnisia in the United States or any other country in which Omnisia, its affiliates, or service providers maintain facilities.

## 2.3 Omnisia Horizon with VMware vSphere Foundation For VDI Licenses

If Customer's Horizon entitlement includes VMware vSphere Foundation for VDI licenses, the following terms apply:

1. Customer's use of those licenses is: (A) subject to the Foundation Agreement attached hereto and found at: <https://www.broadcom.com/company/legal/licensing>; and (B) restricted to use for Virtual Desktop Infrastructure (VDI), solely for purposes of: (1) hosting: (i) a desktop virtual machine; (ii) a Microsoft Windows terminal services session running a valid Microsoft Windows license; (iii) remote desktop services hosts for the purpose of hosting sessions based desktops or remote applications; or (iv) associated desktop management and monitoring tools; and (2) running VMware products which are included in VMware vSphere Foundation for VDI. If there is any conflict or inconsistency between the terms of the foregoing subsection (B) and any terms in the above-referenced Foundation Agreement (including the SPD), the terms of the foregoing subsection (B) control and prevail.
2. Customer may only use the VMware vSphere Foundation for VDI licenses with the Horizon offering.
3. If Customer needs support with respect to the VMware offerings, in the nature of troubleshooting, diagnostics, and general assistance, Customer must raise a support ticket with Omnisia. If Customer needs support with respect to the VMware offerings for critical and highly complex issues, product bugs, advanced technical challenges, or complex technical troubleshooting, then Customer may, at its election, either (i) raise a support ticket with Omnisia and Omnisia support will collaborate with Broadcom to provide the resolution, or (ii) raise a support ticket directly with Broadcom.

## 2.4 Omnisia Horizon Standard Edition / Omnissia Horizon Standard Term Edition

### Definitions

**"Active Connection"** means any connections to Powered-On Desktop Virtual Machines, Terminal Services Sessions and physical computers.

**"Concurrent Users"** means the total number of Users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their desktop

through each endpoint device.

**“Powered-On Desktop Virtual Machine”** means a Desktop Virtual Machine receiving a remote connection from a device or running locally on a device.

**“Terminal Services Session”** means a Microsoft Windows terminal services session running a valid Microsoft Windows license.

### License Notes

In addition to the license notes that apply to each Software component of Omnissa Horizon Standard Edition and Omnissa Horizon Standard Edition Add-on (except for the license metrics for those Software components), Customer may use each Software component of Omnissa Horizon Standard Edition or the Omnissa Horizon Standard Edition Add-on, as applicable, for up to the number of Concurrent Users for which Customer has paid the applicable license fees, except as described below:

#### ThinApp

Customer’s license to Omnissa Horizon Standard Edition or the Omnissa Horizon Standard Edition Add-on, as applicable, includes a license to one (1) ThinApp Packager per pack of Omnissa Horizon Standard Edition for which Customer has paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which Customer paid the applicable Concurrent User license fees for Omnissa Horizon Standard Edition or the Horizon Standard Edition Add-on. Only Customer’s IT administrator may use the ThinApp Packager Software.

#### Omnissa Dynamic Environment Manager Standard

Customer’s license to Omnissa Horizon Standard or Omnissa Horizon Standard Term Edition includes a license to Omnissa Dynamic Environment Manager Standard for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for Omnissa Horizon Standard or Omnissa Horizon Standard Term Edition.

#### Omnissa Horizon Term Standard Edition

In addition to the license notes above, if Customer purchases a license to Omnissa Horizon Standard Term Edition, the following terms apply:

The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of the Subscription Term, Customer must promptly cease use of the Software and Documentation.

## 2.5 Omnissa Horizon Standard Plus Subscription Edition

### Definitions

**“Active Connection”** means any connections to Powered-On Desktop Virtual Machines, Terminal Services Sessions and physical computers.

**“Concurrent Users”** means the total number of Users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their desktop through each endpoint device.

**“Powered-On Desktop Virtual Machine”** means a Desktop Virtual Machine receiving a remote connection from a device or running locally on a device.

**“Terminal Services Session”** means a Microsoft Windows terminal services session running a valid Microsoft Windows license.

## **License Notes**

Customer may use each Software component of Omnissa Horizon Standard Plus Subscription Edition for up to the number of Concurrent Users for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of the Subscription Term, Customer must promptly cease use of the Software and Documentation.

### **ThinApp**

Customer's license to Omnissa Horizon Standard Plus Subscription Edition includes a license to one (1) ThinApp Packager per pack of Omnissa Horizon Standard Plus Subscription Edition for which Customer has paid the applicable license fees, and a license to the same number of ThinApp Client licenses for which Customer has paid the applicable Concurrent User license fees for Omnissa Horizon Standard Plus Subscription Edition. Only Customer's IT administrator may use the ThinApp Packager Software.

### **Omnissa Access Cloud**

Customer's license to Omnissa Horizon Standard Plus Subscription Edition includes an entitlement to use Omnissa Access Cloud. Customer's use of Omnissa Access Cloud is governed by the Cloud Services Exhibit. Customer may only use Omnissa Access Cloud with virtual desktops and applications powered by Omnissa Horizon, Citrix XenApp/Virtual Apps, or Citrix XenDesktop/Virtual Desktops. Information collected by Omnissa may be transferred, stored, and processed by Omnissa in the United States or any other country in which Omnissa, its affiliates, or service providers maintain facilities.

### **Omnissa Dynamic Environment Manager Standard**

Customer's license to Omnissa Horizon Standard Plus Subscription includes a license to Omnissa Dynamic Environment Manager Standard for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for Omnissa Horizon Standard Plus Subscription.

### **Virtualization Pack for Microsoft Teams**

Customer's license to Omnissa Horizon Standard Plus Subscription Edition includes a license to the Virtualization Pack for Microsoft Teams license per pack of Omnissa Horizon Standard Plus Subscription Edition for which Customer has paid the applicable license fees.

### **Omnissa Workspace ONE Intelligent Hub App Catalog**

Customer's license to Omnissa Horizon Standard Plus Subscription Edition includes an entitlement to use the Omnissa Workspace ONE Intelligent Hub App Catalog service through the Intelligent Hub browser. Customer may only use the Omnissa Workspace ONE Intelligent Hub App Catalog service with virtual desktops and applications powered by Omnissa Horizon, Citrix XenApp/Virtual Apps, or Citrix XenDesktop/Virtual Desktops, with packaged apps using ThinApp, and hosted versions of the Omnissa Horizon service.

### **Omnissa Cloud Connector**

Customer's license to Omnissa Horizon Standard Plus Subscription Edition includes an entitlement to use the Omnissa Cloud Connector. The Omnissa Cloud Connector connects to the cloud-hosted Horizon Control Plane use of which is governed by the Cloud Services Exhibit.

## 2.6 Omnissa Horizon Advanced Edition / Omnissa Horizon Advanced Term Edition

### Definitions

**“Active Connection”** means any connections to Powered-On Desktop Virtual Machines, Terminal Services Sessions, and physical computers.

**“Concurrent Users”** means the total number of Users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

**“Named User”** means Customer’s single designated User.

**“Powered-On Desktop Virtual Machine”** means a Desktop Virtual Machine receiving a remote connection from a device or running locally on a device.

**“Terminal Services Session”** means a Microsoft Windows terminal services session running a valid Microsoft Windows license.

### License Notes

In addition to the license notes in this Product Guide that apply to each Software component of Omnissa Horizon Advanced Edition or Horizon Advanced Term Edition (except for the license metric for those Software components), Customer may use each Software component of Omnissa Horizon Advanced Edition or Horizon Advanced Term Edition for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees, except as described below:

#### ThinApp

Customer’s license to Omnissa Horizon Advanced Edition or Horizon Advanced Term Edition includes a license to one (1) ThinApp Packager per pack of Omnissa Horizon Advanced Edition or Horizon Advanced Term Edition for which Customer has paid the applicable license fees, and a license to the same number of ThinApp Client licenses for which Customer paid the applicable Named User or Concurrent User license fees for Omnissa Horizon Advanced Edition or Horizon Advanced Term Edition. Only Customer’s IT administrator may use the ThinApp Packager Software.

#### Omnissa Dynamic Environment Manager Standard

Customer’s license to Omnissa Horizon Advanced Edition or Omnissa Horizon Advanced Term Edition includes a license to Omnissa Dynamic Environment Manager Standard for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for Omnissa Horizon Advanced Edition or Omnissa Horizon Advanced Term Edition.

#### Virtualization Pack for Microsoft Teams

Customer’s license to Omnissa Horizon Advanced Edition includes a license to Virtualization Pack for Microsoft Teams license per pack of Omnissa Horizon Advanced Edition for which Customer has paid the applicable license fees.

#### Omnissa Workspace ONE Intelligent Hub App Catalog

Customer’s license to Omnissa Horizon Advanced Edition or Horizon Advanced Term Edition includes an entitlement to the Omnissa Workspace ONE Intelligent Hub App Catalog service through the Intelligent Hub browser. Customer may only use the Intelligent Hub browser with virtual desktops and applications powered by Omnissa Horizon, Citrix XenApp/Virtual Apps, or Citrix XenDesktop/Virtual Desktops, and with packaged apps using ThinApp.

## **Omnissa Horizon Term Advanced Edition**

In addition to the license notes above, if Customer licenses Omnissa Horizon Term Advanced Edition, the following terms apply:

The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of the Subscription Term, Customer must promptly cease use of the Software and the relevant Documentation.

### **2.7 Omnissa Horizon Enterprise Edition / Omnissa Horizon Enterprise Term Edition**

#### **Definitions**

**“Active Connection”** means any connections to Powered-On Desktop Virtual Machines, Terminal Services Sessions, and physical computers.

**“Concurrent Users”** means the total number of Users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

**“Named User”** means Customer’s single designated User.

**“Powered-On Desktop Virtual Machine”** means a Desktop Virtual Machine receiving a remote connection from a device or running locally on a device.

**“Terminal Services Session”** means a Microsoft Windows terminal services session running a valid Microsoft Windows license.

#### **License Notes**

In addition to the license notes in this Product Guide that apply to each Software component of Omnissa Horizon Enterprise Edition or Omnissa Horizon Enterprise Term Edition (except the license metric for those Software components), Customer may use each Software component for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees, except as described below:

#### **ThinApp**

Customer’s license to Omnissa Horizon Enterprise Edition or Omnissa Horizon Enterprise Term Edition includes a license to one (1) ThinApp Packager per pack of Omnissa Horizon Enterprise Edition or Omnissa Horizon Enterprise Term Edition for which Customer has paid the applicable license fees, and a license to the same number of ThinApp Client licenses for which Customer paid the applicable Named User or Concurrent User license fees for Omnissa Horizon Enterprise Edition or Omnissa Horizon Enterprise Term Edition. Only Customer’s IT administrator may use the ThinApp Packager Software.

#### **Omnissa Horizon Enterprise for Windows and Linux**

If Customer has purchased Concurrent User licenses for Omnissa Horizon Enterprise Edition or Omnissa Horizon Enterprise Term Edition, then for each Concurrent User Customer may: (1) use either Omnissa Horizon Enterprise (for Microsoft Windows) or Omnissa Horizon for Linux but not both at the same time, and (2) use only one Powered-On Desktop Virtual Machine.

#### **Omnissa App Volumes Advanced**

Customer’s license to Omnissa Horizon Enterprise Edition or Omnissa Horizon Enterprise Term Edition includes a license to the Omnissa App Volumes Advanced (binary) for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for



Omnissa Horizon Enterprise Edition or Omnissa Enterprise Term Edition. Notwithstanding the restriction in the Omnissa App Volumes Advanced license notes, Customer may use the Omnissa App Volumes Advanced entitlement received as part of Omnissa Horizon Enterprise Edition or Omnissa Horizon Enterprise Term Edition in connection with an Omnissa Horizon Enterprise Edition or Omnissa Horizon Enterprise Term Edition environment.

### **Omnissa Dynamic Environment Manager Enterprise**

Customer's license to Omnissa Horizon Enterprise Edition or Omnissa Horizon Enterprise Term Edition includes a license to Omnissa Dynamic Environment Manager Enterprise for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for Omnissa Horizon Enterprise Edition or Omnissa Horizon Enterprise Term Edition.

### **Virtualization Pack for Microsoft Teams**

Customer's license to Omnissa Horizon Enterprise Edition includes a license to Virtualization Pack for Microsoft Teams license per pack of Omnissa Horizon Enterprise Edition for which Customer has paid the applicable license fees.

### **Session Collaboration**

Customer's license to Omnissa Horizon Enterprise Edition includes an entitlement to the Session Collaboration feature and to initiate or join a session for up to the number of Named Users or Concurrent Users of Omnissa Horizon Enterprise Edition for which Customer has paid the applicable license fees.

### **Omnissa Workspace ONE Intelligent Hub App Catalog**

Customer's license to Omnissa Horizon Enterprise Edition includes an entitlement to use the Omnissa Workspace ONE Intelligent Hub App Catalog service through the Intelligent Hub browser. Customer may only use the Intelligent Hub browser with virtual desktops and applications powered by Omnissa Horizon, Citrix XenApp/Virtual Apps, or Citrix XenDesktop/Virtual Desktops. and with packaged apps using ThinApp.

### **Omnissa Workspace ONE Enterprise Perpetual**

In addition to the license notes above, if Customer licenses Omnissa Workspace ONE Enterprise Perpetual, the following terms apply:

Customer's license to Omnissa Workspace ONE Enterprise Perpetual includes a license to Omnissa Horizon Enterprise Edition for up to the number of Named Users for which Customer has paid the applicable license fees for Omnissa Workspace ONE Enterprise Perpetual. Upon expiration or termination of Customer's license to Omnissa Workspace ONE Enterprise Perpetual, Customer must promptly cease use of Omnissa Horizon Enterprise Edition and the related Documentation.

### **Omnissa Horizon Term Enterprise Edition**

In addition to the license notes above, if Customer purchases a license to Omnissa Horizon Term Enterprise Edition, the following terms apply:

The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of the Subscription Term, Customer must promptly cease use of the Software and Documentation.

## **2.8 Omnissa Horizon Enterprise Plus Subscription Edition**

### **Definitions**

**"Active Connection"** means any connections to Powered-On Desktop Virtual Machines, Terminal

Services Sessions, and physical computers.

**“Concurrent Users”** means the total number of Users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

**“Named User”** means Customer’s single designated User.

**“Powered-On Desktop Virtual Machine”** means a Desktop Virtual Machine receiving a remote connection from a device or running locally on a device.

**“Terminal Services Session”** means a Microsoft Windows terminal services session running a valid Microsoft Windows license.

## **License Notes**

Customer may use each Software component of Omnissa Horizon Enterprise Plus Subscription Edition for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees. The Software is licensed as Subscription Software.

### **ThinApp**

Customer’s license to Omnissa Horizon Enterprise Plus Subscription Edition includes a license to one (1) ThinApp Packager per pack of Omnissa Horizon Enterprise Plus Subscription Edition for which Customer has paid the applicable license fees, and a license to the same number of ThinApp Client licenses for which Customer paid the applicable Named User or Concurrent User license fees for Omnissa Horizon Enterprise Plus Subscription Edition. Only Customer’s IT administrator may use the ThinApp Packager Software.

### **Omnissa App Volumes Advanced**

Customer’s license to Omnissa Horizon Enterprise Plus Subscription includes a license to the Omnissa App Volumes Advanced (binary) for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for Omnissa Horizon Enterprise Plus Subscription. Notwithstanding the restriction in the Omnissa App Volumes Advanced license notes, Customer may use the Omnissa App Volumes Advanced entitlement received as part of Omnissa Horizon Enterprise Plus Subscription in connection with a Horizon Enterprise Plus Subscription environment.

### **Omnissa Dynamic Environment Manager Enterprise**

Customer’s license to Omnissa Horizon Enterprise Plus Subscription includes a license to Omnissa Dynamic Environment Manager Enterprise for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for Omnissa Horizon Enterprise Plus Subscription Edition.

### **Omnissa Horizon Enterprise for Windows and Linux**

If Customer has purchased Concurrent User licenses for Omnissa Horizon Enterprise Plus Subscription Edition, then for each Concurrent User Customer may: (1) use either Omnissa Horizon Enterprise (for Microsoft Windows) or Omnissa Horizon for Linux but not both at the same time, and (2) use only one Powered-On Desktop Virtual Machine.

### **Virtualization Pack for Microsoft Teams**

Customer’s license to Omnissa Horizon Enterprise Plus Subscription Edition includes a license to Virtualization Pack for Microsoft Teams license per pack of Omnissa Horizon Enterprise Plus Subscription Edition for which Customer has paid the applicable license fees.

### **Session Collaboration**

Customer’s license to Omnissa Horizon Enterprise Plus Subscription Edition includes an entitlement to the Session Collaboration feature, and to initiate or join a session for up to the number of Named



Users or Concurrent Users of Omnissa Horizon Enterprise Plus Subscription Edition for which Customer has paid the applicable license fees.

### **Omnissa Access Cloud**

Customer's license to Omnissa Horizon Enterprise Plus Subscription Edition includes an entitlement to use Omnissa Access Cloud. Customer's use of Omnissa Access Cloud is governed by the Cloud Services Exhibit. Customer may only use Omnissa Access Cloud with virtual desktops and applications powered by Omnissa Horizon, Citrix XenApp/Virtual Apps, or Citrix XenDesktop/Virtual Desktops. Information collected by Omnissa may be transferred, stored, and processed by Omnissa in the United States or any other country in which Omnissa, its affiliates, or service providers maintain facilities.

### **Omnissa Workspace ONE Intelligent Hub App Catalog**

Customer's license to Omnissa Horizon Enterprise Plus Subscription Edition includes an entitlement to use the Omnissa Workspace ONE Intelligent Hub App Catalog service through the Intelligent Hub browser. Customer may only use the Omnissa Workspace ONE Intelligent Hub App Catalog service with virtual desktops and applications powered by Omnissa Horizon, Citrix XenApp/Virtual Apps, or Citrix XenDesktop/Virtual Desktops, with packaged apps using ThinApp, and hosted versions of the Omnissa Horizon service.

### **Omnissa Cloud Connector**

Customer's license to Omnissa Horizon Enterprise Plus Subscription Edition bundle includes an entitlement to use the Omnissa Cloud Connector. The Omnissa Cloud Connector connects to the cloud-hosted Omnissa Horizon Control Plane use of which is governed by the Cloud Services Exhibit.

## **2.9 Omnissa Horizon for Linux Edition / Omnissa Horizon for Linux Term Edition**

### **Definitions**

**"Active Connection"** means any connection to a Powered-On Desktop Virtual Machines or a physical computer.

**"Concurrent Users"** means the total number of Users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

**"Desktop Virtual Machine"** is a hosted Virtual Machine with the Linux operating system.

**"Powered-On Desktop Virtual Machine"** means a Desktop Virtual Machine receiving a remote connection from a device or running locally on a device.

### **License Notes**

In addition to the license notes in this Product Guide that apply to each Software component of Omnissa Horizon for Linux Edition (except the license metrics for those Software components), Customer may use each Software component of Omnissa Horizon for Linux Edition for up to the number of Concurrent Users for which Customer has paid the applicable license fees.

### **Omnissa Dynamic Environment Manager Standard**

Customer's license to Omnissa Horizon for Linux Edition or Omnissa Horizon for Linux Term Edition includes a license to Omnissa Dynamic Environment Manager Standard for up to the number of

Named Users or Concurrent Users for which Customer has paid the applicable license fees for Omnissa Horizon for Linux Edition or Omnissa Horizon for Linux Term Edition.

## **2.10 Omnissa Horizon Apps Standard Edition / Omnissa Horizon Apps Standard Term Edition**

### **Definitions**

**“Active Connection”** means any connection to a Terminal Services Session.

**“Concurrent Users”** means the total number of Users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace through each endpoint device.

**“Named User”** means Customer’s single designated User.

### **License Notes**

In addition to the license notes in this Product Guide that apply to each Software component of Omnissa Horizon Apps Standard (except the license metric for those Software components), Customer may use each Software component for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees, except as described below. The linked clones and virtual desktop machines features received may not be used as part of Omnissa Horizon Apps Standard Edition.

#### **ThinApp**

Customer’s license to Omnissa Horizon Apps Standard Edition includes a license to one (1) ThinApp Packager per pack of Omnissa Horizon Apps for which Customer has paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which Customer paid the applicable Named User or Concurrent User license fees for Omnissa Horizon Apps Edition. Only Customer’s IT administrator may use the ThinApp Packager Software.

#### **Omnissa Dynamic Environment Manager Enterprise**

Customer’s license to Omnissa Horizon Apps Standard Edition includes a license to Omnissa Dynamic Environment Manager Enterprise for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for Omnissa Horizon Apps Edition.

#### **Omnissa Workspace ONE Intelligent Hub App Catalog**

Customer’s license to Omnissa Horizon Apps Standard Edition includes an entitlement to the Omnissa Workspace ONE Intelligent Hub App Catalog service through the Intelligent Hub browser. Customer may only use the Intelligent Hub browser with virtual desktops and applications powered by Omnissa Horizon, Citrix XenApp/Virtual Apps, or Citrix XenDesktop/Virtual Desktops. and with packaged apps using ThinApp.

#### **Omnissa Horizon Apps Standard Term Edition**

In addition to the general license notes above, if Customer purchases a license to Omnissa Horizon Apps Term Standard Edition, the following terms apply:

The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of the Subscription Term, Customer must promptly cease use of the Software and the related Documentation.

## 2.11 Omnissa Horizon Apps Advanced Edition / Omnissa Horizon Apps Advanced Term Edition

### Definitions

**“Active Connection”** means any connection to a Terminal Services Session.

**“Concurrent Users”** means the total number of Users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace through each endpoint device.

**“Named User”** means Customer’s single designated User.

**“Terminal Services Session”** means a Microsoft Windows terminal services session running a valid Microsoft Windows license.

### License Notes

In addition to the license notes in this Product Guide that apply to each Software component of Omnissa Horizon Apps Advanced Edition (except the license metric for those Software components), Customer may use each Software component for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees, except as described below. The linked clones and virtual desktop machines features received may not be used as part of Omnissa Horizon Apps Advanced Edition.

#### ThinApp

Customer’s license to use Omnissa Horizon Apps Advanced Edition includes a license to one (1) ThinApp Packager per pack of Omnissa Horizon Apps Advanced Edition for which Customer has paid the applicable license fees, and a license to the same number of ThinApp Client licenses for which Customer paid the applicable Named User or Concurrent User license fees for Omnissa Horizon Apps Advanced Edition. Only Customer’s IT administrator may use the ThinApp Packager Software.

#### Omnissa Dynamic Environment Manager Enterprise

Customer’s license to use Omnissa Horizon Apps Advanced Edition includes a license to Omnissa Dynamic Environment Manager Enterprise for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for Omnissa Horizon Apps Advanced Edition.

#### Omnissa Workspace ONE Intelligent Hub App Catalog

Customer’s license to Omnissa Horizon Apps Advanced includes an entitlement to use the Omnissa Workspace ONE Intelligent Hub App Catalog service through the Intelligent Hub browser. Customer may only use the Intelligent Hub browser with virtual desktops and applications powered by Omnissa Horizon, Citrix XenApp/Virtual Apps, or Citrix XenDesktop/Virtual Desktops. and with packaged apps using ThinApp.

#### Omnissa App Volumes Advanced Edition

Customer’s license to Omnissa Horizon Apps Advanced Edition or Horizon Apps Advanced Term Edition includes a license to the Omnissa App Volumes Enterprise (binary) for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for Omnissa Horizon Apps Advanced Edition or Horizon Apps Advanced Term Edition. Notwithstanding the restriction in the Omnissa App Volumes Advanced Edition license notes, Customer may use the Omnissa App Volumes Advanced Edition entitlement received as part of Omnissa Horizon Apps Advanced Edition or Horizon Apps Advanced Term Edition in connection with a Horizon Apps environment.

## Virtualization Pack for Microsoft Teams

Customer's license to Omnissa Horizon Apps Advanced Edition includes a license to Virtualization Pack for Microsoft Teams license per pack of Omnissa Horizon Apps Advanced Edition for which Customer has paid the applicable license fees.

## Omnissa Horizon Advanced Term Edition

In addition to the general license notes above, if Customer purchases a license to Omnissa Horizon Apps Advanced Term Edition, the following terms apply:

The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of the Subscription Term, Customer must promptly cease use of the Software and the related Documentation.

## 2.12 Omnissa Horizon Apps Standard Subscription

### Definitions

**"Active Connection"** means any connection to a Terminal Services Session.

**"Concurrent Users"** means the total number of Users accessing or using the Software at any given time to maintain an Active Connection including active and idle session states, to their workspace through each endpoint device.

**"Named User"** means Customer's single designated User.

**"Terminal Services Session"** means a Microsoft Windows terminal services session running a valid Microsoft Windows license.

### License Notes

In addition to the license notes in this Product Guide that apply to each Software component of the applicable Omnissa Horizon Apps Standard Subscription offering (except the license metric for those Software components), Customer may use each Software component for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for Omnissa Horizon Apps Standard Subscription, except as described below. The linked clones and virtual desktop machines features received as part of Omnissa Horizon Apps Standard Subscription may not be used as part of this Software.

Customer may purchase either a Named User or a Concurrent User subscription, but all subscriptions under a single SID must be for either only Named Users or only Concurrent Users.

The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of the Subscription Term, Customer must promptly cease use of the Software and the related Documentation.

## Omnissa Horizon Service

Each license to Omnissa Horizon Apps Standard Subscription includes an entitlement, at any time during the Subscription Term, either (i) to deploy the Horizon Apps Standard Subscription Software in the Customer's on-premises environment, or (ii) to access the Omnissa Horizon Service cloud service as described in the Cloud Services Guide. For clarity, Customer's entitlement to the Omnissa Horizon Apps Standard Subscription offering does not include any entitlement to use the virtual desktop infrastructure components of Horizon Service, as described in the Cloud Service Guide.

Customer may not exceed the total number of Named Users or Concurrent Users (as applicable) of Customer's purchased Omnissa Horizon Service entitlements. For example, if Customer purchases 1,500 Horizon Service Named User entitlements, Customer may use these entitlements across any

combination of deployment options (on-premises or in the public cloud) but not exceeding a total of 1,500 Named Users.

Customer's use of the Omnissa Horizon Service cloud service is governed by the Cloud Services Exhibit.

### **Omnissa Access**

Customer's license to Omnissa Horizon Apps Standard Subscription includes an entitlement to Omnissa Access Cloud. Omnissa Access Cloud provides an integrated platform for users to access their applications and data on any of their devices. Customer's use of Omnissa Access Cloud is governed by the Cloud Services Exhibit. Customer may only use Omnissa Access Cloud with virtual desktops and applications powered by Omnissa Horizon.

Omnissa Access Cloud validates that Customer has an active license to Omnissa Horizon Apps Standard Subscription. If Omnissa Access Cloud does not validate that Customer has an active license to Omnissa Horizon Apps Standard Subscription, Customer must not and will not be able to access virtual applications and session-based desktops powered by Omnissa Horizon.

Information collected by Omnissa may be transferred, stored, and processed by Omnissa in the United States or any other country in which Omnissa, its affiliates, or service providers maintain facilities.

### **Omnissa Dynamic Environment Manager Standard**

Customer's license to Omnissa Horizon Apps Standard Subscription includes a license to Omnissa Dynamic Environment Manager Standard for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for Omnissa Horizon Apps Standard Subscription.

### **Omnissa Workspace ONE Intelligent Hub App Catalog**

Customer's license to Omnissa Horizon Apps Standard Subscription includes an entitlement to use the Omnissa Workspace ONE Intelligent Hub App Catalog service through the Intelligent Hub browser. Customer may only use the Omnissa Workspace ONE Intelligent Hub App Catalog service with virtual desktops and applications powered by Omnissa Horizon, Citrix XenApp/Virtual Apps, or Citrix XenDesktop/Virtual Desktops, with packaged apps using ThinApp, and hosted versions of the Omnissa Horizon service.

### **ThinApp**

Customer's license to Omnissa Horizon Apps Standard Subscription includes a license to one (1) ThinApp Packager per pack of Omnissa Horizon Apps Standard Subscription for which Customer has paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which Customer paid the applicable Concurrent User license fees for Omnissa Horizon Apps Standard Subscription. Only Customer's IT administrator may use the ThinApp Packager Software.

### **Virtualization Pack for Microsoft Teams**

Customer's license to Omnissa Horizon Apps Standard Subscription includes a license to Virtualization Pack for Microsoft Teams license per pack of Omnissa Horizon Apps Standard Subscription for which Customer has paid the applicable license fees.

### **Omnissa Cloud Connector**

Customer's license to Omnissa Horizon Apps Standard Subscription includes an entitlement to use the Omnissa Cloud Connector. The Omnissa Cloud Connector connects to the cloud-hosted Horizon Control Plane, use of which is governed by the Cloud Services Exhibit.

## 2.13 Omnissa Horizon Apps Universal Subscription

### Definitions

**“Active Connection”** means any connections to Powered-On Desktop Virtual Machines, Terminal Services Sessions and physical computers.

**“Concurrent Users”** means the total number of Users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

**“Named User”** means Customer’s single designated User.

**“Terminal Services Session”** means a Microsoft Windows terminal services session running a valid Microsoft Windows license.

### License Notes

In addition to the license in this Product Guide that apply to each Software component of Omnissa Horizon Apps Universal Subscription (except the license metric for those Software components), Customer may use each Software component for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for Omnissa Horizon Apps Universal Subscription, except as described below. The linked clones and virtual desktop machines features received as part of Omnissa Horizon Apps Universal Subscription may not be used as part of the Software.

Customer may purchase either a Named User or a Concurrent User subscription, but all subscriptions under a single SID must be for either only Named Users or only Concurrent Users.

The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of the Subscription Term, Customer must promptly cease use of the Software and the related Documentation.

### Omnissa Horizon Service

Each license to Omnissa Horizon Apps Universal Subscription includes an entitlement, at any time during the Subscription Term, either (i) to deploy the Horizon Apps Universal Subscription Software in the Customer’s on-premises environment, or (ii) to access the Omnissa Horizon Service cloud service as described in the Cloud Services Guide. For clarity, Customer’s entitlement to Omnissa Horizon Apps Universal Subscription does not include any entitlement to use the virtual desktop infrastructure components of the Omnissa Horizon Service, as described in the Cloud Services Guide.

Customer may not exceed the total number of Named Users or Concurrent Users (as applicable) of Customer’s purchased Omnissa Horizon Service entitlements. For example, if Customer purchases 1,500 Horizon Service Named User entitlements, Customer may use these entitlements across any combination of deployment options (on-premises or in the public cloud) but not in excess of 1,500 Named Users in total.

Customer’s use of the Omnissa Horizon Service cloud service offering is governed by the Cloud Services Exhibit.

### Omnissa Access

Customer’s license to Omnissa Horizon Apps Universal Subscription includes an entitlement to Omnissa Access Cloud. Omnissa Access Cloud provides an integrated platform for users to access their applications and data on any of their devices. Customer’s use of Omnissa Access Cloud is governed by the Cloud Services Exhibit. Customer may only use Omnissa Access Cloud feature with virtual desktops and applications powered by Omnissa Horizon.

Omnissa Access Cloud validates that Customer has an active license to Omnissa Horizon Apps Universal Subscription. If Omnissa Access Cloud does not validate that Customer has an active license to Omnissa Horizon Apps Universal Subscription, Customer must not and will not be able to access virtual applications and session-based desktops powered by Omnissa Horizon.

Information collected by Omnissa may be transferred, stored, and processed by Omnissa in the United States or any other country in which Omnissa, its affiliates, or service providers maintain facilities.

### **Omnissa Dynamic Environment Manager Enterprise**

Customer's license to Omnissa Horizon Apps Universal Subscription includes a license to Omnissa Dynamic Environment Manager Enterprise for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for Omnissa Horizon Apps Universal Subscription.

### **Omnissa Workspace ONE Intelligent Hub App Catalog**

Customer's license to Omnissa Horizon Apps Universal Subscription includes an entitlement to use the Omnissa Workspace ONE Intelligent Hub App Catalog service through the Intelligent Hub browser. Customer may only use the Omnissa Workspace ONE Intelligent Hub App Catalog service with virtual desktops and applications powered by Omnissa Horizon, Citrix XenApp/Virtual Apps, or Citrix XenDesktop/Virtual Desktops, with packaged apps using ThinApp, and hosted versions of the Omnissa Horizon service.

### **Omnissa App Volumes Advanced**

Customer's license to Omnissa Horizon Apps Universal Subscription includes a license to the Omnissa App Volumes Advanced (binary) for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees for Omnissa Horizon Apps Universal Subscription. Notwithstanding the restriction in the Omnissa App Volumes Advanced license notes, Customer may use Omnissa App Volumes Advanced received as part of Omnissa Horizon Apps Universal Subscription in connection with a Horizon Apps environment.

### **ThinApp**

Customer's license to Omnissa Horizon Apps Universal Subscription includes a license to one (1) ThinApp Packager per pack of Omnissa Horizon Apps Universal Subscription for which Customer has paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which Customer paid the applicable Concurrent User license fees for Omnissa Horizon Apps Universal Subscription. Only Customer's IT administrator may use the ThinApp Packager Software.

### **Virtualization Pack for Microsoft Teams**

Customer's license to Omnissa Horizon Apps Universal Subscription includes a license to Virtualization Pack for Microsoft Teams license per pack of the Omnissa Horizon Apps Universal Subscription for which Customer has paid the applicable license fees.

### **Omnissa Cloud Connector**

Customer's license to use Omnissa Horizon Apps Universal Subscription includes an entitlement to use the Omnissa Cloud Connector. The Omnissa Cloud Connector connects to the cloud-hosted Horizon Control Plane, use of which is governed by the Cloud Services Exhibit.



## 2.14 Omnissa Horizon Universal Subscription

### Definitions

**“Active Connection”** means any connections to Powered-On Desktop Virtual Machines, Terminal Services Sessions and physical computers.

**“Concurrent Users”** means the total number of Users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

**“Named User”** means Customer’s single designated User.

**“Powered-On Desktop Virtual Machine”** means a Desktop Virtual Machine receiving a remote connection from a device or running locally on a device.

**“Terminal Services Session”** means a Microsoft Windows terminal services session running a valid Microsoft Windows license.

### License Notes

Customer may use each Software component of Omnissa Horizon Universal Subscription for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees.

Customer may purchase either a Named User or a Concurrent User subscription, but all subscriptions under a single SID must be for either only Named Users or only Concurrent Users.

The Software is licensed as Subscription Software. Customer may use the Software solely during the Subscription Term. Upon expiration or termination of the Subscription Term, Customer must promptly cease use of the Software and the related Documentation.

### Omnissa Horizon Service

Each license to Omnissa Horizon Universal Subscription includes an entitlement, at any time during the Subscription Term, either (i) to deploy the Horizon Universal Subscription Software in Customer’s on-premises environment, or (ii) to access the Omnissa Horizon Service cloud service offering as described in the Cloud Services Guide. Customer’s use of the Omnissa Horizon Service cloud service offering is governed by the Cloud Services Exhibit.

Customer may not exceed the total number of Named Users or Concurrent Users (as applicable) of Customer’s purchased Omnissa Horizon Service entitlement. For example, if Customer purchases 1,500 Named User entitlements, Customer may use these entitlements across any combination of deployment options (on-premises or in the public cloud) but not in excess of 1,500 Named Users in total.

### ThinApp

Customer’s license to Omnissa Horizon Universal Subscription includes a license to one (1) ThinApp Packager per pack of Omnissa Horizon Universal Subscription for which Customer has paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which Customer paid the applicable Concurrent User license fees for Omnissa Horizon Universal Subscription. Only Customer’s IT administrator may use the ThinApp Packager Software.

### Omnissa Horizon Enterprise for Windows and Linux

If Customer has purchased Concurrent User licenses for Omnissa Horizon Universal Subscription, then for each Concurrent User Customer may: (1) use either Omnissa Horizon View Enterprise (for



Microsoft Windows) or Omnissa Horizon for Linux but not both at the same time, and (2) use only one Powered-On Desktop Virtual Machine.

### **Virtualization Pack for Microsoft Teams**

Customer's license to Omnissa Horizon Universal Subscription includes a license to Omnissa Horizon Virtualization Pack for Microsoft Teams license per pack of Omnissa Horizon Universal Subscription for which Customer has paid the applicable license fees.

### **Session Collaboration**

Customer's license to Omnissa Horizon Universal Subscription includes an entitlement to the Session Collaboration feature and to initiate or join a session for up to the number of Named Users or Concurrent Users of Omnissa Horizon Universal Subscription for which Customer has paid the applicable license fees.

### **Omnissa Access**

Customer's license to Omnissa Horizon Universal Subscription includes an entitlement to Omnissa Access Cloud. Omnissa Access Cloud provides an integrated platform for users to access their applications and data on any of their devices. Customer's use of Omnissa Access Cloud service is governed by the Cloud Services Exhibit. Customer may only use Omnissa Access Cloud with virtual desktops and applications powered by Omnissa Horizon.

Omnissa Access Cloud validates that Customer has an active license to Omnissa Horizon Universal Subscription. If Omnissa Access Cloud does not validate that Customer has an active license to Omnissa Horizon Universal Subscription, Customer must not and will not be able to access virtual desktops and applications powered by Omnissa Horizon.

Information collected by Omnissa may be transferred, stored, and processed by Omnissa in the United States or any other country in which Omnissa, its affiliates, or service providers maintain facilities.

### **Omnissa Workspace ONE Intelligent Hub App Catalog**

Customer's license to use Omnissa Horizon Universal Subscription includes an entitlement to use the Omnissa Workspace ONE Intelligent Hub App Catalog service through the Intelligent Hub browser. Customer may only use the Omnissa Workspace ONE Intelligent Hub App Catalog service with virtual desktops and applications powered by Omnissa Horizon, Citrix XenApp/Virtual Apps, or Citrix XenDesktop/Virtual Desktops, with packaged apps using ThinApp, and hosted versions of the Omnissa Horizon service.

### **Omnissa Cloud Connector**

Customer's license to use Omnissa Horizon Universal Subscription includes an entitlement to use the Omnissa Cloud Connector. The Omnissa Cloud Connector connects to the cloud-hosted Horizon Control Plane, use of which is governed by the Cloud Services Exhibit.

## **2.15 Omnissa Horizon Accelerator**

**Omnissa Horizon® Accelerator™ (optional add-on):** The Omnissa Horizon® Accelerator™ service provides Horizon customers with Day 0 to Day 2 services and support for Customer's Horizon virtual desktop environment, whether on-premises or in a hybrid cloud environment. To purchase an entitlement to Horizon Accelerator, Customer must have an active subscription to Horizon and must purchase an equivalent number of seats as in Customer's Horizon virtual desktop environment. Customer may not take possession of any software elements of the Horizon Accelerator service that are installed in Customer's own Horizon environment. The Horizon Accelerator service may store or access Customer information to provide the service. All support activities will be performed through

restricted remote access granted by Customer or through guided online hands-on-keyboard sessions (with Customer's approval).

## 2.16 Omnissa Dynamic Environment Manager / Dynamic Environment Manager Enterprise Term Edition

### Definitions

**"Active Connection"** means any connections to Powered-On Desktop Virtual Machines, Terminal Services Sessions and physical computers.

**"Concurrent Users"** means the total number of Users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

**"Named User"** means Customer's single designated User.

**"Powered-On Desktop Virtual Machine"** means a Desktop Virtual Machine receiving a remote connection from a device or running locally on a device.

**"Terminal Services Session"** means a Microsoft Windows terminal services session running a valid Microsoft Windows license.

### License Notes

Customer may use the Software for up to the number of Named Users or Concurrent Users for which Customer has paid the applicable license fees. The Software may be used with Windows Desktop operating systems and Windows Server operating systems as detailed in the Documentation.

#### Omnissa Dynamic Environment Manager Standard

If Customer licenses Omnissa Dynamic Environment Manager Standard Edition, Customer may only use the profile management features of the Software.

#### Omnissa Dynamic Environment Manager Enterprise or Dynamic Environment Manager Enterprise Term

If Customer licenses Omnissa Dynamic Environment Manager Enterprise Edition or Dynamic Environment Manager Enterprise Term Edition, in addition to the features of Omnissa Dynamic Environment Manager Standard, Customer may use the policy management features of the Software.

## 2.17 Omnissa ThinApp

### Definitions

**"Customer Application(s)"** means the software application(s) from a third party or developed by Customer.

**"Device"** means any client hardware that enables an end user to run a ThinApp or the ThinApp Packager Tool.

**"Named User"** means Customer's single designated User.

### License Notes

Customer may use the Software internally to package Customer Application(s) solely to create ThinApps for end users within Customer's enterprise or for designated employees of Customer's

designated customers, without any further redistribution rights, in accordance with the licensing terms of the Customer Application.

Customer must have a separate Software license for each Device or Named User, except for a Device or Named User running ThinApp in an authorized concurrent use environment.

Customer must display the following notice with each ThinApp: “Powered by Omnissa. Portions of this software contain Omnissa, LLC technology. Copyright © 2024 Omnissa, LLC. All Rights Reserved.”

Customer will defend, indemnify, and hold harmless Omnissa from and against any loss, cost, liability or damage, including attorneys’ fees, that Omnissa incurs or for which Omnissa becomes liable arising from or relating to: (i) Customer’s breach of the Agreement; and (ii) Customer’s breach of the license terms and conditions of Customer Applications.

## 2.18 Omnissa ThinApp Virtualization Packager

### Definitions

“**Customer Application(s)**” means the software application(s) from a third party or developed by Customer.

“**Device**” means any client hardware that enables an end user to run a ThinApp or the Omnissa ThinApp Virtualization Packager.

“**Named User**” means Customer’s single designated User.

“**ThinApp**” means an Omnissa virtualized application format created from and consisting of Customer Application(s) packaged by the Omnissa ThinApp Virtualization Packager.

### License Notes

Customer may use the Omnissa ThinApp Virtualization Packager to create ThinApps for end users within Customer’s enterprise, without any further redistribution rights, in accordance with the licensing terms of the Customer Application. Customer must have a separate Omnissa ThinApp Virtualization Packager license for each Device or Named User, except for a Device or Named User running ThinApp in an authorized concurrent use environment. Customer must display the following notice with each ThinApp: “Powered by Omnissa. Portions of this software contain Omnissa, LLC technology. Copyright © 2024 Omnissa, LLC. All Rights Reserved.”

## 2.19 Omnissa App Volumes

### Definitions

“**Active Connection**” means any connections to Powered-On Desktop Virtual Machines, Terminal Services Sessions, and physical computers.

“**Concurrent Users**” means the total number of Users accessing or using the Software at any given time to maintain an Active Connection, including active and idle session states, to their workspace or desktop through each endpoint device.

“**Named User**” means Customer’s single designated User.

“**Powered-On Desktop Virtual Machine**” means a Desktop Virtual Machine receiving a remote connection from a device or running locally on a device.

“**Terminal Services Session**” means a Microsoft Windows terminal services session running a valid

Microsoft Windows license, including as part of a Citrix XenApp/Virtual Apps and Desktops server session run with Microsoft Windows terminal services.

### **License Notes**

Customer may use the Software for up to the number of Concurrent Users (which must be the same number of Concurrent Users who are connected to a virtual desktop powered by Omnissa Horizon) or Named Users for which Customer has paid the applicable license fees. Customer may only use the Software with: (1) Desktop Virtual Machines, (2) virtual desktop infrastructure that is used exclusively to support Desktop Virtual Machines, or (3) Terminal Services Sessions.

Each edition of Omnissa App Volumes (Omnissa App Volumes Standard or Advanced) includes entitlements to use different functionality and inclusions. For the edition of the Software that Customer has purchased licenses for, Customer may only use the functionality for that edition, and also as described below.

#### **Omnissa App Volumes Standard**

If Customer licenses Omnissa App Volumes Standard, Customer will also receive a license to use Omnissa Dynamic Environment Manager Enterprise for up to the same number of Concurrent Users or Named Users for which Customer has paid the applicable license fees for Omnissa App Volumes Standard.

#### **Omnissa App Volumes Advanced**

If Customer licenses Omnissa App Volumes Advanced, Customer will also receive a license to use Omnissa Dynamic Environment Manager Enterprise for up to the same number of Concurrent Users or Named Users for which Customer has paid the applicable license fees for Omnissa App Volumes Advanced. Customer will also receive a license to use one (1) ThinApp Packager license per pack of Omnissa App Volumes Advanced for which Customer has paid the applicable license fees, and a license to use the same number of ThinApp Client licenses for which Customer paid the applicable Concurrent User or Named User license fees for Omnissa App Volumes Advanced.

## 3. THIRD-PARTY COMPONENTS & THIRD-PARTY SOFTWARE

### 3.1 General License Notes applicable to all Software containing Oracle components

The following provisions apply to all Software containing Oracle components. Oracle requires Omnissa to notify Customer of the following provisions:

Customer acknowledges that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee cup and Duke (“Java Marks”) and agree to (a) comply with the Java Trademark Guidelines at [www.oracle.com/us/legal/third-partytrademarks/index.html](http://www.oracle.com/us/legal/third-partytrademarks/index.html); (b) not do anything harmful to or inconsistent with Oracle’s rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Customer in any Java Mark.

Enabling the Commercial Features of the Oracle components for any commercial or production purpose requires a separate license from Oracle.

“**Commercial Features**” means those features of the Oracle components identified in Table 1-1 (Commercial Features In Java SE Product Editions) of the Program Documentation accessible at [www.oracle.com/technetwork/indexes/documentation/index.html](http://www.oracle.com/technetwork/indexes/documentation/index.html).

### 3.2 General License Notes applicable to all Software containing Oracle, Microsoft, Intel, NetApp, Chilkat, Eye Verify, or Kendo components

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE TOTAL LIABILITY CAP OF ORACLE, MICROSOFT, INTEL, NETAPP, CHILKAT, EYE VERIFY, OR KENDO (EACH A “THIRD PARTY LICENSOR”), FOR ANY CLAIMS WHATSOEVER RELATING TO OR ARISING OUT OF YOUR USE OF SUCH THIRD PARTY LICENSOR COMPONENTS, EXCEED FIVE DOLLARS (US\$5.00), EVEN IF OMNISSA OR A THIRD PARTY LICENSOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 3.3 License Notes applicable to all Software containing Microsoft Security Toolkit

The Security Baseline Components (“**SBC**”) of the Microsoft Security Toolkit are authored by Microsoft and are made available for Customer’s use solely for management of Windows 10 or Windows 11 devices. The SBC are provided AS IS and without any warranty of any kind from Omnissa or Microsoft. More information about the SBC is available at [www.micosoft.com](http://www.micosoft.com).

### 3.4 General License Notes applicable to all Software containing Proxima Nova components

Customer must not allow any third party to use the Proxima Nova font files included with the Software on a standalone basis.

### 3.5 General License Notes applicable to all Software containing Cumulus components

The Cumulus components are not designed, intended, or certified for use in components or systems intended for the operation hazardous systems or applications (e.g. weapons, weapons systems, nuclear installations, means of mass transportation, aviation, life-support computers or equipment (including resuscitation equipment and surgical implants), pollution control, hazardous substances management, or for any other dangerous application) in which the failure of the Cumulus components

could create a situation where personal injury or death may occur. Customer acknowledges and agree that use of the Cumulus components in such applications is fully at Customer's own risk and neither Cumulus nor Omnisca accepts any liability whatsoever arising from or relating to use of the Cumulus components in such applications.

### **3.6 General License Notes applicable to all Software containing Google Maps**

Customer's use of Google Maps features and content is subject to the Google Maps/Google Earth Additional Terms of Service at [maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html) and the Google Privacy Policy at [www.google.com/policies/privacy/](https://www.google.com/policies/privacy/).

### **3.7 General License Notes applicable to all Software containing certain Apple components**

Customer and Omnisca acknowledge that the Agreement is concluded between Customer and Omnisca only, and not with Apple Inc., and Apple Inc. is not responsible for the Software or the content thereof. To the extent that the Usage Rules set forth for the Software in Apple Inc.'s App Store Terms of Service are more restrictive, such Usage Rules shall apply.

Customer may use the Software only on an Apple Inc. branded product running iOS that Customer owns or controls.

Omnisca and Customer acknowledges that Apple Inc. has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.

Omnisca and Customer acknowledges that Apple Inc. has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.

The limited warranty in the Agreement shall not apply to Apple Inc. software. To the maximum extent permitted by applicable law, Apple Inc. will have no warranty obligation whatsoever with respect to the Software. NOTWITHSTANDING ANY OTHER SECTION OF THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, OMNISCA AND ITS LICENSORS PROVIDE THE SOFTWARE "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THE AGREEMENT OR COMMUNICATION WITH CUSTOMER, AND OMNISCA AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Except as otherwise determined by applicable law, Apple Inc. shall not be responsible for addressing any claims by Customer or any third party relating to the Software or Customer's possession and/or use of the Software, including, but not limited to: (i) product liability claims, (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the Software or Customer's possession and use of the Software infringes that third party's intellectual property rights, Apple Inc. is not responsible for the investigation, defense, settlement or discharge of any such intellectual property infringement claim.

### **3.8 Terms applicable to certain third-party software products**

When Customer licenses any of the following third-party software from Omnisca, the following standard terms for that third party software apply to that software:

HyTrust terms: [www.hytrust.com/terms/](https://www.hytrust.com/terms/)

Palo Alto Network terms: [www.paloaltonetworks.com/support/support-policies.html](https://www.paloaltonetworks.com/support/support-policies.html)

Rackware: [www.rackwareinc.com/wp-content/uploads/2015/09/RackWare-EULA-4-1-2015-0610.pdf](http://www.rackwareinc.com/wp-content/uploads/2015/09/RackWare-EULA-4-1-2015-0610.pdf)

Nothing herein shall bind the Customer to any third-party software terms unless the terms are provided for review and agreed to in writing by all parties.

# Omnissa Products & Services Privacy Notice

*Effective and Last Updated: July 1, 2024*

This Products & Services Privacy Notice (the "**Notice**") explains how Omnissa, LLC. and its group companies ("**Omnissa**", "**we**", "**us**" and "**our**") collect, use and share information, including personal information from our customers and their users ("**customer**", "**user**", "**you**" and "**your**") in connection with their deployment and use of Omnissa products and services (including mobile apps and trials) and associated support services ("**Services**"). "**Personal information**" is information that identifies an individual or relates to an identifiable individual.

This Notice applies only to the limited personal information we collect and use for our own purposes (i.e., as a 'data controller' or 'business') in connection with your use of our Services.

This Notice does not cover (i) any personal information we process on behalf of our customers (where we act as a 'data processor' or 'service provider'), which is addressed by our contracts with our customers; or (ii) personal information we collect to communicate and maintain a relationship with you, to bill you for the Services, or to market to you, (all where we act as a 'data controller' or 'business') which is addressed by our Global Privacy Notice.

The personal information we collect in connection with your use of the Services may be combined with personal information we collect under our Global Privacy Notice and used for the purposes set forth in this Notice.



This Notice may be supplemented by just-in-time notices, or other disclosures contained within or in connection with the provision of the Services. Those notices and disclosures may describe in more detail our relevant data collection, use and sharing practices, or provide you with additional choices about how we process your data.

## **PART I: What Information We Collect and How We Collect It**

**Information we collect from you:** We collect personal information directly from our customers and their users in connection with their deployment and use of our Services. Depending on the context, such information may include:

- **User Profile Information:** Usernames and contact details such as email address, job title, user role, company name and phone number;
- **Login credentials:** User IDs and password. Passwords are hashed and encrypted into a form that allows for authentication, but not account access;
- **Communications with us:** Information about and included in transactional communications between us and you, such as email communications, in-Service messages, chat messages, surveys, phone numbers, time and date stamp, SMS routing information, email address, duration, and the content of the communications; and
- **Support request data:** Personal information you provide us in connection with a support request. You may provide personal information in chats, support calls (including recordings of those calls), Service support tickets or other communications regarding the support request. **NOTE:** This does not include any files uploaded or attached to a support ticket that are defined as 'Customer Content' in our General Terms. We process Customer Content as a 'processor' or 'service provider' for the purpose of responding to, troubleshooting and otherwise resolving the support request, in accordance with our General Terms and Data Processing Addendum. See Part VII: Information We Process on Behalf of Our Customers.

**Information we collect via the Services:** In connection with your use of the Services, we collect information from our software or systems hosting the Services, and from customer systems, applications and devices that are used to access the Services. Such information is used to facilitate the delivery of the Services to our customers, including securing, managing and monitoring the Service infrastructure, and providing support ("**Services Operations Data**"), and for Omnissa's own analytics and product improvement purposes, and to optimize the customer's experience and use of the Services ("**Usage Data**") as detailed further in this Notice in Part II "How We Use Your Information". The data collected is generally technical information, with limited individually identifying information such as

email address, usernames, IP/MAC address of the user's device, and other online identifiers (including cookies). Some objects, such as hosts, machine names and dashboards, will occasionally contain value(s) entered by customers. Customers should not use any personal information when naming such objects. Depending on the Service, Services Operations Data and Usage Data may include the following types of data:

- **Configuration data:** Technical data about how a customer organization has configured the Services and related environment information. Examples include Service environment information, Service settings, third-party applications and third-party systems used in connection with the Services.
- **Online identifiers:** Online identifiers such as device and user identifiers and IP addresses.
- **Feature usage data:** Feature usage data relates to how a customer organization uses the Services. Examples include details about which Service features a customer uses and metrics of user interface activity.
- **Performance data:** Performance data relates to how the Services are performing. Examples include metrics of the performance and scale of the Services, response times for user interfaces, and details about customer API calls.
- **Service logs:** Service logs are automatically generated by the Services. Typically, these logs record system events and state during the operation of the Services.
- **Support data:** Support data is information collected and processed in connection with support facilities such as chat, web form, email, support calls (including recordings of those calls) and Service support tickets.
- **Survey data:** Survey data relates to surveys or feedback triggered by your use of our Services such as a customer's Net Provider Score ("NPS").

Services Operations Data may also include such information as:

- **Authentication and access information:** Information that provides access to the Services, such as username, passwords, and device identifiers.
- **Diagnostic information:** Diagnostic information may be contained in log files, event files and other trace and diagnostic files.

The main difference between Usage Data and Services Operations Data are the purposes for which we use the data, as set forth in Part II below. When collecting both Usage Data and Services Operations Data, we always aim to collect the minimum amount of personal information necessary to fulfil these respective purposes. Our Service Usage Data programs are published at the Omnissa Trust Center.

Both Usage Data and Services Operations Data may be collected via embedded tracking technologies within our Services. See Part IV "Cookies and Tracking Technologies" below for more information on our use of cookies and similar tracking technologies.

## **PART II: How We Use Your Information**

### **How we use Usage Data**

We use Usage Data (sometimes in combination with other data, such as customer account information) for these purposes:

- **To make recommendations to our customers:** To provide recommendations to our customers and users regarding their use of the Services.
- **To improve our Services:** To improve the Services that we offer to our customers. For example, we use Usage Data to (i) help us prioritize future features; (ii) analyze our customers' use of the Services and features across our customer base; (iii) improve our resolution of support requests; (iv) prioritize the testing of configurations or features of the Services; (v) improve the Services based on usage patterns across different delivery models; (vi) improve capacity forecasting; (vii) conduct testing of features; and (viii) make pricing and packaging decisions.
- **To provide us with customer insights:** To gain insights into our customers and their use of the Services, such as (i) to understand the impact of NPS and usage behaviours; (ii) to create enriched customer profiles and analyse our customer interactions in order to provide improved customer engagement; (iii) to create advanced analytical models and produce aggregate business intelligence reports and dashboards; (iv) to benchmark or assess our Services across customers and specific industries.
- **To provide customer support:** To provide support to our customers regarding their use of our Services, whether proactive or reactive, such as: (i) to provide recommendations to improve the general health and optimization of the customer's use of the Service; (ii) to understand our customer's Service configuration, events and issues in order to resolve or preempt a support request; (iii) to understand our customer's configuration of the Services, events and issues in order to improve how we resolve support issues; and (iv) helping customers use our Services and offerings in more effective ways.
- **To support business to business marketing and sales:** To market additional Services to our customers where permitted by law and to inform sales conversations.
- **To provide individualized offerings:** To provide our customers with individualized offerings, such as preparing and managing customer success plans.

We may also process personal information when it is necessary for other legitimate purposes, such as protecting our confidential and proprietary information, so long as those legitimate interests are not overridden by your data protection interests or fundamental rights and freedom.

### **How we use Services Operations Data**

We use Services Operations Data for these purposes:

- **To facilitate the delivery of the Services:** To facilitate the delivery of the Services including provisioning and controlling access to the Services, tracking entitlements, and verifying compliance.
- **To conduct account administration and related activities:** To provide you with the Services and to manage your account. This may include managing product downloads, updates and fixes, and sending other administrative or account-related communications, including release notes.
- **To provide support:** To troubleshoot and respond to a support request.
- **To provide you with Service-specific notices, alerts or notifications:** To provide users with Service-specific notifications such as updates, entitlement expiration, end of life notifications and security alerts.
- **To maintain the security, stability and proper functioning of our infrastructure and Services:** To maintain the security and operational integrity of our IT infrastructure and our Services, including for security monitoring and incident management, managing the performance and stability of the Services, monitoring, troubleshooting, and addressing technical issues.
- **To administer our disaster recovery plans and policies:** To manage our back-up disaster recovery plans and policies.
- **To detect fraud:** To help monitor, prevent, and detect fraud, enhance security, monitor, and verify identity or access, and combat spam or other malware or security risks.
- **For quality control and training:** For the purposes of quality control and staff training.
- **To confirm compliance with license(s) and contractual obligations:** To confirm compliance with license, contractual obligations, and other terms of use obligations in connection with the relevant Services.
- **To comply with legal obligations and operate our business:** To comply with applicable laws and regulations and to operate our business, including to comply with legally mandated reporting, disclosure, or other legal process requests, for mergers and acquisitions, finance and accounting, archiving and insurance purposes, legal and business consulting and in the context of dispute resolution; and

We may also process personal information when it is necessary for other legitimate purposes, such as protecting our confidential and proprietary information, so long as those legitimate interests are not overridden by your data protection interests or fundamental rights and freedom.

### **PART III: How We Share Your Information**

We take care to ensure that your personal information is accessed only by those who need access to perform their tasks and duties, and shared only with third parties who have a legitimate purpose for

accessing it. Part III "How we Disclose Your Information" of our Global Privacy Notice provides information about how we may share information with third parties.

#### **PART IV: Cookies and Tracking Technologies**

We use cookies and other tracking technologies, such as pixel tags, widgets, embedded URLs, electronic communication protocols, device fingerprinting, buttons and other tools, in furtherance of the purposes described in this Notice. Some of these technologies are essential for the provision of the Services, such as account access/authentication; others assist with the performance and functionality of the services, such as recognizing returning users, remembering preferences or facilitating in-Service educational content; and others (such as Pendo.io product analytics) enable us to analyse usage and improve the Services. For more information about cookies and tracking technologies, see our Cookie Notice.

##### **How to opt-out**

You can opt-out of some cookies and other tracking technologies used by the Services by adjusting your cookie settings within the Service, but the functionality of the relevant Service may be impaired. More information regarding your options to control our use of cookies and similar technologies is presented in Part IV of our Cookie Notice.

##### **Specific tools used by our Services**

Listed below are some of the third-party tools we use in connection with our Services, and how and why we use them.

- **Pendo.io.** We use Pendo.io to better understand the way you use our Services in order to provide a better user experience for you and to improve our Service. Pendo.io collects data based on your interaction with our Services' UI such as clickstream data and page loads, user ID and limited browser and device information.

#### **PART V: International Transfers**

See Part VI "International Transfers" of our Global Privacy Notice for information about our practices with respect to international transfers of personal information.

## **PART VI: Security and Confidentiality**

See Part V "Security and Confidentiality" of our Global Privacy Notice for information about our practices with respect to security and confidentiality.

## **PART VII: Information We Process on Behalf of Our Customers**

In the course of using our Services, customers and their users may upload content to our Services for hosting, storage, or other processing, or may upload or attach files to a support ticket. This Notice does not apply to personal information within such "Customer Content" as defined in our General Terms and as further described in the OmniSSA Trust Center. Personal information within Customer Content is processed by us as a 'processor' or 'service provider' on behalf of our customer in accordance with our contracts with our customer, typically our General Terms and our Data Processing Addendum.

If you have any questions or concerns about how your personal information within Customer Content is handled, you should contact our customer that submitted the Customer Content to us (e.g. your employer or organization). We will assist our customer in addressing your concerns in accordance with the terms of our contracts with them.

## **PART VIII: Your Privacy Choices and Rights**

**Choices and rights where we act as a controller:** As stated above, we only collect a limited amount of personal information to fulfill the purposes outlined in this Notice. However, where we do collect personal information, users have certain rights and choices. For information about these rights and choices, and how to exercise your rights, please complete our [Privacy Contact Form](#) designated for our Services.

**Choices and rights where we act as a processor:** Certain Services may be used by our customers to process personal information about you. In such cases, we are processing such personal information purely on behalf of our customers and any individuals who seek to exercise their rights should first

direct their query to our customer (the controller). See Part VII "Information We Process on Behalf of Our Customers" above.

## PART IX: Additional Notices and Disclosures for Certain Locations

**California notice.** The Part XI titled "Additional California Privacy Notice" in the Global Privacy Notice sets forth our disclosure obligations under California law and provides further information about privacy rights for California residents.

### European Economic Area and the United Kingdom – legal basis for processing personal information.

Our legal basis for collecting and processing the personal information described above will depend on the personal information concerned and the specific context in which we collect and process it. See Part II, 'How We Use Your Information', for details regarding the purposes for which we process your personal information and see the tables below for the corresponding legal bases on which we rely. Where the processing is in our legitimate interests, our interests are not overridden by your data protection interests or fundamental rights and freedoms. We may sometimes provide you with additional information about the applicable legal basis at the time information is collected.

#### Usage Data

Purpose of Processing	Legal Basis
To make recommendations to our customers	Our legitimate interests in improving the adoption of our Services, in promoting our Services, in facilitating the sale and use of our Services
To improve our Services	Our legitimate interests in understanding our customers' use of our Services; in prioritizing feature development and improvements; in improving resolution of support requests; in improving the functionality and adoption of our Services; in capacity planning; in testing our Services; and in pricing and packaging our Services
To provide us with customer insights	Our legitimate interests in understanding our customers' use and assessment of our Services; in understanding our customers' preferences; and in promoting and facilitating the sale and use of our Services
To provide customer support	Our legitimate interest in providing support; in ensuring proper functioning of our Services; in serving downloads, updates and fixes; in optimizing our customers' use of,

	and satisfaction with, our Services; and in improving the adoption of our Services
To support business to business marketing and sales	Our legitimate interests in promoting our Services; in facilitating the sale and use of our Services; in improving the adoption of our Services.
To provide individualized offerings	Our legitimate interests in promoting our Services; in facilitating the sale and use of our Services; in improving the adoption of our Services; in understanding our customers' preferences; and in pricing and packaging our Services
For other legitimate business purposes	Our legitimate interests, such as our legitimate interests in promoting our business, improving our Services, and protecting our confidential and proprietary information

### Service Operations Data

Purpose of Processing	Legal Basis
To facilitate the delivery of the Services	Our legitimate interest to ensure proper functioning of our services to the customer (e.g., your employer)
To conduct account administration and related activities	Our legitimate interest to ensure proper management of customer accounts
To provide support	Our legitimate interest to ensure proper delivery of the support services to our customer (e.g., your employer)
To provide you with Service-specific notices	Our legitimate interest to ensure that our customers are informed about the Services they are using, such as downtimes, updates etc.
To maintain the security, stability and proper functioning of our infrastructure and Services	Performance of a contract and our legitimate interest in ensuring the security, stability, and proper functioning of our infrastructure and Services
To administer our disaster recovery plans and policies	Performance of a contract and our legitimate interest in back-up and disaster recovery
To detect fraud	Performance of a contract and our legitimate interest in monitoring for, preventing and detecting fraud, enhancing security, monitoring and verifying identity and access, and combating spam or other malware or security risks
For quality control and training	Our legitimate interest in ensuring the quality of our Services and in staff training
To confirm compliance with license(s) and contractual obligations	Performance of a contract and our legitimate interests in the protection of our rights, our confidential information and our intellectual property
To comply with legal obligations and to operate our business (e.g., reporting requirements, mergers and acquisitions, finance and accounting, archiving and insurance purposes, dispute resolution)	Compliance with applicable laws and our legitimate interests in facilitating mergers and acquisitions and furthering the acquiring and target entities' objectives, in proper financial management and accounting, and in defending our rights and interests



For other legitimate business purposes	Our legitimate interests, including our legitimate interests in operating our business and protecting our confidential and proprietary information
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## **PART X: Deletion and Retention**

See Part VII "Deletion and Retention" of our Global Privacy Notice for information about our practices with deletion and retention. Specific to the personal information processed in accordance with this Notice, when considering our justifiable business need to retain the information, we consider the limited scope and sensitivity of the personal information we maintain, and the value it provides to us in securing, managing, promoting, and improving the Services.

## **PART XI: Other Information**

**Changes to this Notice:** We will review and non-materially update this Notice periodically in response to changing legal, technical and business developments. When we update this Notice, we will note the date of its most recent revision above. We encourage you to review this Notice frequently to be informed of how we are protecting your information.

## **PART XII: How to Contact Us**

If you have any questions or concerns regarding this Notice, please reach out to us via email privacy [at] omnissa [dot] com or via [Privacy Contact Form](#).

## OMNISSA PROFESSIONAL SERVICES EXHIBIT

This Professional Services Exhibit to the General Terms applies if Customer purchases Professional Services.

1. **PROFESSIONAL SERVICES.** Omnisssa will provide Professional Services as described in the SOW.
2. **PROCESS.**
  - 2.1. **Project Change Request.** Either party may request a modification to agreed Deliverables or a material SOW provision by submitting a project change request (“PCR”) to the other party. The parties will execute the PCR if it is mutually acceptable. Omnisssa may not unreasonably refuse to accept a PCR initiated by Customer if Customer agrees to bear the pricing and schedule impacts. If the Parties are unable to agree within five (5) business days after the PCR is submitted, then the submitting Party may withdraw the PCR or terminate the SOW. If the SOW is terminated, Customer must pay for the Deliverables delivered, Professional Services performed, and all non-refundable expenses incurred by Omnisssa (e.g. airfare) in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document.
  - 2.2. **Customer Delays.** Omnisssa’s performance of the Professional Services is contingent on Customer’s timely delivery of required Customer Materials.
  - 2.3. **Cancelling or Rescheduling.** Customer must provide notice at least 10 business days prior to the start of the Professional Services to reschedule or cancel an SOW. If Customer reschedules or cancels an SOW, Customer must pay all non-refundable expenses incurred by Omnisssa.
  - 2.4. **Reserved.**
  - 2.5. **Completion.** Omnisssa will provide Customer with a milestone completion form or timesheet for completed Professional Services. Customer has 10 business days to approve milestone completion forms or timesheets. Unless Customer provides written notice to Omnisssa that the Professional Services do not substantially conform with the SOW within 10 business days, the Professional Services and Deliverables will be deemed accepted.
3. **INTELLECTUAL PROPERTY.**
  - 3.1. **Ownership.** Other than Omnisssa Retained Materials, Customer will own the copyright to the portion of the Deliverables consisting solely of written reports, analyses, and other working papers, subject to Customer’s full payment of all amounts due under the SOW and Omnisssa’s rights in the underlying intellectual property embodied in the Deliverables. Customer may not resell or distribute the Deliverables to any third party.
  - 3.2. **Omnisssa Retained Materials.** Omnisssa grants Customer a non-exclusive, non-transferrable, worldwide, perpetual license to use and copy the Omnisssa Retained Materials only for Customer’s internal business operations. Third-Party Agents may use the Deliverables only for the benefit of Customer. The license granted in this section 3.2 does not apply to Software, Cloud Services, or any products licensed under a separate agreement.
  - 3.3. **Customer Materials.** Customer grants Omnisssa a non-exclusive, non-transferrable right to use Customer Materials solely for the benefit of Customer in the performance of Professional Services. Customer warrants that it has sufficient rights to Customer Materials for Omnisssa to lawfully perform Professional Services.
4. **NON-SOLICITATION.** During the term of the SOW and for six months after, neither party will solicit the employment of the employees or contractors of the other party who were involved in the performance under the SOW. Any public solicitation not directed specifically to a person is not a solicitation for purpose of this provision. This provision is not intended to limit a person’s right to change jobs.
5. **ACKNOWLEDGEMENT.** The Professional Services do not include significant production, modification, or customization of Software.
6. **DEFINITIONS.**

**Customer Materials** means any materials provided to Omnisssa by Customer in connection with the Professional Services.

**Omnissa Retained Materials** means: (a) materials developed or obtained by or for Omnissa independently of any Professional Services; (b) subsets or modules of Deliverables that by themselves provide generic technical information not unique to Customer's business; and (c) scripts, codes, and templates that Omnissa develops while performing any Professional Services.

## OMNISSA PUBLIC SECTOR EXHIBIT

Dated: 13 December 2024

If Customer is a Public Sector End User, this Public Sector Exhibit to the General Terms is incorporated into and applies to the Agreement. Section 1 applies only if Customer is a U.S. Federal End User. Section 2 applies only if Customer is a U.S. State or Local Government End User. Section 3 applies only if Customer is a Japanese Public Sector Customer.

### 1. TERMS APPLICABLE TO U.S. FEDERAL END USERS:

#### 1.1. Replace the preamble to the General Terms with the following:

**By purchasing an Offering under a contract or order that incorporates the Agreement, Customer agrees to be bound by the terms of the Agreement.**

#### 1.2. Replace section 1.3 of the General Terms (Restrictions) with the following:

**Restrictions.** Customer may use the Offerings only for its internal use. Customer may not resell or sublicense its rights to the Offerings. Customer may not use the Offerings in an application service provider, service bureau, hosted IT service, or similar capacity for third parties.

#### 1.3. Replace section 2.1 of the General Terms (Orders) with the following:

**Orders.** Subject to the requirements of General Services Acquisition Manual (“**GSAM**”) 552.238-113 where applicable, (1) Orders placed off a Federal Supply Schedule contract are binding when duly placed with Customer’s reseller and received by Omnisssa, and (2) the term of any entitlements purchased in any such Order will commence upon Delivery. All other Orders are binding when Omnisssa accepts them, which is deemed to occur on Delivery. In the event of a payment or set off issue related to one Offering, that payment issue shall not impact any other obligation to pay for any Offering provided to Customer.

#### 1.4. Replace section 2.2 of the General Terms (Purchase Orders) with the following:

**Purchase Orders.** To the extent permitted by law, Customer shall issue and provide Omnisssa a purchase order, or a series of purchase orders, for the full term and total fees that are due contemporaneously with the execution of each order. Purchase orders do not have to be signed to be valid unless required by applicable law. Additional or conflicting terms contained in any purchase order or other business form do not apply, except to the extent that mandatory and applicable law requires the inclusion of such terms in the contract and Federal Acquisition Regulation (“**FAR**”) 52.212-4(s) (Order of Precedence) further requires that such terms take precedence over addenda to the solicitation or contract.

#### 1.5. Replace section 2.3 of the General Terms (No Refunds) with the following:

**No Refunds.** All Orders are non-refundable and non-cancellable except as expressly provided in the Agreement and the FAR. Any refunds to which Customer is entitled under the Agreement will be remitted to Customer or to the Omnisssa channel partner from which Customer purchased the Offerings.

#### 1.6. Replace section 2.4 of the General Terms (Overages) with the following:

**Overages.** Customer must pay all fees for use of the Offerings, including amounts for add-on features and fees incurred based on usage. Omnisssa reserves the right to seek recovery of any unpaid amounts in accordance with 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes).

#### 1.7. Replace section 2.5 of the General Terms (Direct Orders) with the following:

**Direct Orders.** This section 2.5. (Direct Orders) applies only to Orders placed directly with Omnisssa. If Customer purchases entitlements to the Offerings through an Omnisssa channel partner, terms regarding invoicing, payment, and taxes shall be as agreed between the Omnisssa channel partner and Customer.

- 1.8. Replace section 2.5.2 of the General Terms (Disputes) with the following:

**Disputes.** All disputes, including any dispute regarding fees, shall be resolved in accordance with 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes). The Parties must negotiate in good faith to resolve the dispute as soon as reasonably practicable. Omnissa will not suspend or terminate Customer's access to any Offering because of any unpaid disputed fees between Omnissa and Customer, while Customer and Omnissa are negotiating to resolve the dispute.

- 1.9. Replace section 2.5.3 of the General Terms (Taxes) with the following:

**Taxes.** Fees are exclusive of Taxes. Customer must pay or reimburse Omnissa for all Taxes. If Customer is required to withhold any Tax, Customer must gross up its payments so that Omnissa receives all sums due in full. Omnissa will treat Customer's contact information as the place of supply for Taxes. This section 2.5.3 does not apply to Customer to the extent that Customer is exempt from any Taxes, including for purchases under the Federal Supply Schedule.

- 1.10. Replace section 3.3 of the General Terms (Termination for Cause) with the following:

**Termination.** Customer may terminate the Agreement (in whole or in part) or Customer's entitlement to an Offering under the Agreement in accordance with FAR 52.212-4(l) or FAR 52.212-4(m), if applicable. Subject to, and to the extent not prohibited by, 41 U.S.C. chapter 71 (Contract Disputes), FAR 52.233-1 (Disputes), or GSAM 552.238-114 (Use of Federal Supply Schedule Contracts by Non-Federal Entities), Omnissa may terminate the Agreement (in whole or in part) or Customer's entitlement to an Offering under the Agreement effective immediately upon written notice if Customer materially breaches any provision of the Agreement and fails to cure within 30 days after receiving written notice.

- 1.11. Replace section 3.4 of the General Terms (Effect of Termination) with the following:

**Effect of Termination.** Upon termination of the Agreement or part of it: (a) all entitlements to the applicable Offerings immediately end; (b) Customer must stop using, and destroy any copies of, those Offerings; and (c) each party must return or destroy any Confidential Information of the other party in its control (other than information that must be retained by law). Any provision of the Agreement that is intended by the parties to survive termination of the Agreement will survive. Except as otherwise expressly provided in the Agreement or as required by applicable law or regulation, termination of the Agreement will not entitle Customer to any credits, or exchanges, and Customer will be liable for all fees incurred as of the effective termination date.

- 1.12. Replace section 4.2 of the General Terms (Confidential Information; Exceptions) with the following:

**Exceptions.** Recipient's obligations under section 4.1 (Protection) do not apply if the information: (a) is rightfully known by Recipient at the time of disclosure without any obligation of confidentiality; (b) is lawfully disclosed to Recipient by a third party without confidentiality restrictions; (c) becomes publicly available through no fault of Recipient; or (d) is independently developed by Recipient without access to or use of Discloser's Confidential Information. In addition, Customer may disclose Confidential Information to the extent that disclosure is required by law or by order of a judicial or administrative body of competent jurisdiction, provided that Customer notifies Omnissa of the required disclosure promptly and in writing and cooperates with Omnissa, at Omnissa's expense, in any lawful action to contest or limit the scope of the required disclosure. Omnissa 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.

- 1.13. Replace section 7.1 of the General Terms (Indemnification; Defense and Indemnification) with the following:

**Defense and Indemnification.** Subject to the remainder of this section 7 (Indemnification) and 28 U.S.C. 516, Omnissa will indemnify Customer with regard to any Infringement Claim from amounts finally awarded against Customer by a court of competent jurisdiction or a government agency, or agreed to in a settlement approved by Omnissa, for the Infringement Claim.

- 1.14. Replace section 7.2 of the General Terms (Indemnification; Requirements) with the following:

**Requirements.** Customer must provide Omnissa with prompt notice of any Infringement Claim and reasonably cooperate with Omnissa's requests for assistance. Customer must make every effort to permit Omnissa to participate fully in the defense and/or settlement of any Infringement Claim.

- 1.15. Replace section 7.4 of the General Terms (Indemnification; Remedies) with the following:

**Remedies.** If any Indemnified Materials become, or in Omnissa's reasonable opinion are likely to become, the subject of an Infringement Claim, Omnissa must, at its option and expense, either: (a) procure the necessary rights for Customer to keep using the Indemnified Materials; or (b) modify or replace the Indemnified Materials to make them non-infringing. If Omnissa determines that those remedies are not commercially feasible, Customer agrees to terminate its entitlement to the Indemnified Materials upon Omnissa's written request, and upon termination Omnissa will refund any applicable: (i) prepaid fees for Cloud Services or Subscription Software, prorated for the remaining portion of the then-current Subscription Term; (ii) fees paid for Perpetual Licenses or Deliverables, less straight-line depreciation over a three-year useful life; and (iii) unused, prepaid fees for discontinued Support Services.

Nothing in this section 7.4 (Remedies) will limit Omnissa's obligations under section 7.1 (Defense and Indemnification), provided that (x) Customer replaces the Indemnified Materials upon Omnissa making alternate Indemnified Materials available to Customer, and (y) Customer discontinues use of the allegedly infringing Indemnified Materials upon receiving Omnissa's written request for Customer to terminate the affected entitlement. The foregoing is subject to Customer's right to require continued use of the Indemnified Materials pursuant to 28 U.S.C. 1498. In the event of such continued use, Customer agrees to notify Omnissa in writing and undertake at Customer's own expense the defense of any Infringement Claim against Customer, and Omnissa shall have no further indemnification obligation; however, Omnissa may participate at its own expense in the defense of any such action if the Infringement Claim is against Omnissa.

- 1.16. Replace section 7.5 of the General Terms (Indemnification; Sole Remedy) with the following:

**Sole Remedy.** To the extent permitted by applicable law, this section 7 (Indemnification) states Customer's sole remedy and Omnissa's entire liability for Infringement Claims.

- 1.17. Replace section 8.3 of the General Terms (Limitation of Liability; Exclusions) with the following:

**Exclusions.** The limitations of liability in sections 8.1 (Disclaimer) and 8.2 (Cap on Monetary Liability) will not apply to: (a) Omnissa's indemnification obligations under section 7 (Indemnification); (b) either party's infringement of the other party's Intellectual Property Rights; (c) Customer's violation of section 2 of the Cloud Services Exhibit (Acceptable Use); (d) personal injury or death resulting from Omnissa's negligence; (e) fraud, or (g) any liability that may not be limited by law.

- 1.18. Replace section 8.4 of the General Terms (Limitation of Liability; Further Limitations) with the following:

**Further Limitations:** Omnissa's liability for any third-party software embedded into the Software or Cloud Services is subject to this section 8 (Limitation of Liability). Omnissa's suppliers have no liability under the Agreement, and Customer may not bring claims directly against them. Omnissa has no liability with respect to any Third-Party Content. Nothing in this Section 8 will impair the U.S. Government's right to recover for fraud or crimes arising out of the Agreement as permitted under any applicable federal fraud statute, including the False Claims Act (31 U.S.C. 3729-3733).

- 1.19. Replace section 11.1 of the General Terms (Miscellaneous; Assignment) with the following:

**Assignment.** Customer may not assign the Agreement or any Order without Omnissa's consent. Omnissa may assign its right to receive payment in accordance with the Assignment of Claims Act (31 U.S.C. 3727) and FAR 52.212-4(b), and Omnissa may assign the Agreement to the extent not prohibited by the Anti-Assignment Act (41 U.S.C. 15). Subject to the requirements of FAR 42.12 (Novation and Change-of-Name Agreements), Customer shall recognize Omnissa's successor in interest following a transfer of Omnissa's assets or a change in Omnissa's name. Any other attempted assignment or transfer by either party will be void. Once validly assigned or transferred, the Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

- 1.20. Replace section 11.7 of the General Terms (Miscellaneous; Governing Law) with the following:

**Governing Law:** The Agreement is governed by applicable U.S. Federal laws. Conflict of law rules are expressly disclaimed. The United Nations Convention on Contracts for the International Sale of Goods does

not apply. To the extent that any terms and conditions in the Agreement are inconsistent with applicable U.S. Federal law, those terms shall be deemed deleted and unenforceable as applied to Customer's Order.

- 1.21. Replace section 11.9 of the General Terms (Miscellaneous; Third Party Rights) with the following:

**Third Party Rights.** Other than as expressly stated, the Agreement does not create any rights for any person who is not a party to it. Only persons who are parties to the Agreement may enforce or rely on any of its terms. Notwithstanding the foregoing, for any Orders placed with an Omnissa channel partner, the Omnissa channel partner may bring a claim to enforce the terms of the Agreement at Omnissa's request and on Omnissa's behalf.

- 1.22. Insert the following as section 11.09 of the General Terms:

**Commercial Computer Software.** The Software and Cloud Services are deemed to be "commercial computer software," and the accompanying Documentation is deemed to be "commercial computer software documentation," pursuant to FAR 12.212(b) and Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202, as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the Software, Cloud Services, or Documentation by or for the U.S. Government shall be governed solely by the terms and conditions of the Agreement.

- 1.23. Due to inclusion of the new section 11.09 of the General Terms (Commercial Computer Software), the following sections of Section 11 of the General Terms are renumbered as follows:

Section 11.10 (Third Party Rights)

Section 11.11 (Force Majeure)

Section 11.12 (No Agency)

Section 11.13 (Translation)

Section 11.14 (Counterparts)

Section 11.15 (Entire Agreement)

- 1.24. Delete the definition of "Affiliate" from section 12 of the General Terms (Definitions).

- 1.25. Replace the definition of "Delivery" in section 12 of the General Terms (Definitions) with the following:

**Delivery** means: (a) for Cloud Services, when Omnissa emails the Login Credentials to the email address associated with Customer's account; (b) for Software, when Omnissa notifies Customer of availability of Software for download; (c) for Support Services, upon Omnissa's issuance of an invoice for those Support Services; and (d) for Professional Services, as specified in the applicable SOW.

- 1.26. Replace the definition of "Order" in section 12 of the General Terms (Definitions) with the following:

**Order** means an enterprise order, SOW, quote, or other ordering document for Offerings, issued by Customer to Omnissa or to Customer's Omnissa authorized channel partner, that expressly incorporates the Agreement and that is accepted by Omnissa as described in section 2 of these General Terms (Orders and Payments).

- 1.27. Replace the definition of "Omnissa" in section 12 of the General Terms (Definitions) with the following:

**Omnissa** means Omnissa, LLC, a Delaware limited liability company.

- 1.28. Insert the following as section 2.3 of the Cloud Services Exhibit:

2.3 Omnissa may ask Customer to act within a reasonable time to correct a violation of this section 2 (Acceptable Use), and if Customer fails to comply with that request, Omnissa may temporarily suspend Customer's account pursuant to section 3.2 of the General Terms (Temporary Suspension). Omnissa will promptly reinstate Customer's account once the violation has been resolved.



- 1.29. Replace section 4.2 (Modifications and End of Availability) of the Cloud Services Exhibit with the following:
- If Omnissa makes a change that has a material, detrimental impact on Customer's use of a Cloud Service, then Omnissa will notify Customer prior to the effective date of that change. Customer will have 30 days following the date of that notice to terminate its entitlement to the Cloud Service. Customer may terminate its entitlement to the Cloud Service under this section 4.2 by providing Omnissa notice that states the effective termination date. Subject to and to the extent not prohibited by 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes), Omnissa may end availability of a Cloud Service by providing at least six months' prior notice.
- 1.30. Replace section 1.1 of the Software Exhibit (License Grant) with the following:
- License Grant.** Omnissa grants Customer a non-exclusive, non-transferable commercial computer software license to: (a) deploy the number of Software licenses stated in the Order within the Territory; and (b) use the Software and the Documentation during the term of the license, solely for Customer's internal business operations and subject to the provisions of the Product Guide. Licenses granted to Customer are for use of object code only.
- 1.31. Replace section 3.1 of the Software Exhibit (Verification) with the following:
- VERIFICATION.** Customer must cooperate with Omnissa to show compliance with the Agreement. Omnissa (or a third party engaged by Omnissa) may verify that compliance at Omnissa's expense once in any 12-month period with reasonable prior notice and without unreasonably interfering with Customer's business activities. Omnissa reserves the right to seek recovery of any underpayments revealed by the verification in accordance with 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes). No payment obligation shall arise on Customer's behalf until the conclusion of the dispute process. If the verification requires access to classified information, as that term is defined in the National Industrial Security Program Operating Manual (NISPOM), then the verification will be conducted by individuals possessing a personal security clearance as defined in the NISPOM ("**PCL**") at the appropriate level. In such cases, Omnissa and any third party engaged by Omnissa will disclose classified information only to person(s) who both possess a PCL and have a need to know.
- 1.33. Replace the definition of "Territory" in Section 5 of the Software Exhibit (Definitions) with the following:
- "Territory"** means the United States of America, including U.S. Government facilities located outside of the United States of America, unless more broadly defined in the Product Guide. For purposes of this section, "U.S. Government facilities" means any buildings, land, bases, installations, vessels, craft, and ships that are either (i) 100% owned and controlled by the U.S. Government, or (ii) 100% leased to and controlled by the U.S. Government throughout the entire term of the Order.
- 1.32. Replace section 5 of the Professional Services Exhibit (Acknowledgment) with the following:
- ACKNOWLEDGEMENT.** The Professional Services are commercial services (as defined in FAR 2.101) and do not include significant production, modification, or customization of Software.
- 2. TERMS APPLICABLE TO U.S. STATE AND LOCAL GOVERNMENT END USERS:**
- 2.1. Replace the preamble to the General Terms with the following:
- By purchasing an Offering under a contract or order that incorporates the Agreement, Customer agrees to be bound by the terms of the Agreement.**
- 2.2. Replace section 2.1 of the General Terms (Orders) with the following:
- Orders.** All Orders must expressly incorporate the Agreement. Orders are binding when Omnissa accepts them, which is deemed to occur on Delivery.
- 2.3. Replace section 2.2 of the General Terms (Purchase Orders) with the following:

**Purchase Orders.** To the extent permitted by law, Customer shall issue and provide Omnissa with a purchase order, or a series of purchase orders, for the full term and total fees that are due contemporaneously with the execution of each Order. Purchase orders do not have to be signed to be valid unless required by applicable law. Additional or conflicting terms contained in any purchase order or other business form do not apply, except to the extent that Customer identifies the applicable law mandating the inclusion of such terms in the contract and requiring that such terms take precedence over addenda to the solicitation or contract.

- 2.4. Replace section 2.5 of the General Terms (Direct Orders) with the following:

**Direct Orders.** This section 2.5 (Direct Orders) applies only to Orders placed directly with Omnissa. If Customer purchases entitlements to the Offerings through an Omnissa channel partner, terms regarding invoicing, payment, and taxes shall be as agreed between the Omnissa channel partner and Customer.

- 2.5. Replace section 3.3 of the General Terms (Termination for Cause) with the following:

**Termination.** Subject to and to the extent not prohibited by applicable law, either party may terminate the Agreement (in whole or in part) or Customer's entitlement to an Offering under the Agreement effective immediately upon written notice if the other party (a) materially breaches any provision of the Agreement and fails to cure within 30 days after receiving written notice; or (b) becomes insolvent or subject to any form of bankruptcy proceeding. Omnissa acknowledges that Customer may have additional termination rights under applicable law, which in some jurisdictions may include Customer's right to terminate the Agreement for convenience or Customer's right to terminate the Agreement if a legislative body does not make appropriated funds available ("Non-Appropriation") for Customer to make upcoming payments under the Agreement.

- 2.6. Replace section 3.4 of the General Terms (Effect of Termination) with the following:

**Effect of Termination.** Upon termination of the Agreement or part of it: (a) all entitlements to the applicable Offerings immediately end; (b) Customer must stop using, and destroy any copies of, those Offerings; and (c) each party must return or destroy any Confidential Information of the other party in its control (other than information that must be retained by law). Any provision of the Agreement that is intended by the parties to survive termination of the Agreement will survive. Termination for Non-Appropriation of funds will not become effective prior to the date on which the budget for the next fiscal period goes into effect. Except as otherwise expressly provided in the Agreement or as required by applicable law or regulation, termination of the Agreement will not entitle Customer to any refunds, credits, or exchanges, and Customer will be liable for all fees incurred as of the effective termination date.

- 2.7. Replace section 7.1 of the General Terms (Indemnification; Defense and Indemnification) with the following:

**Defense and Indemnification.** Subject to the remainder of this section 7 (Indemnification) and applicable law, Omnissa will: (a) defend Customer against any Infringement Claim; and (b) indemnify Customer from amounts finally awarded against Customer by a court of competent jurisdiction or a government agency, or agreed to in a settlement approved by Omnissa, for the Infringement Claim.

- 2.8. Replace section 7.2 of the General Terms (Indemnification; Requirements) with the following:

**Requirements.** Customer must provide Omnissa with prompt notice of any Infringement Claim and reasonably cooperate with Omnissa's requests for assistance. Customer must make every effort to permit Omnissa to control or participate fully in the defense and/or settlement of any Infringement Claim to the maximum extent allowed under applicable law, rules or regulations; however, Omnissa acknowledges that such participation may be under the control of the chief legal officer for the applicable State or Local Government End User.

- 2.9. Replace section 7.5 of the General Terms (Indemnification; Sole Remedy) with the following:

**Sole Remedy.** To the extent permitted by applicable law, this section 7 (Indemnification) states Customer's sole remedy and Omnissa's entire liability for Infringement Claims.

- 2.10. Replace section 11.7 of the General Terms (Governing Law) with the following:

**Governing Law.** The Agreement is governed by applicable laws of the U.S. state or territory in which Customer is located. Conflict of law rules are expressly disclaimed. The United Nations Convention on Contracts for the International Sale of Goods does not apply. To the extent that any terms and conditions in the Agreement are inconsistent with applicable laws of the U.S. state or territory in which Customer is located, those terms shall be deemed deleted and unenforceable as applied to Customer's Order.

**3. TERMS APPLICABLE TO JAPANESE PUBLIC SECTOR CUSTOMERS.**

- 3.1. Replace section 11.8 of the General Terms (Governing Law) with the following:

The Agreement is governed by the laws of Japan, without regard to conflict of law principles. The Tokyo District Court will have jurisdiction over any claim under the Agreement. Conflict of law rules are expressly disclaimed. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

**4. DEFINITIONS:**

**U.S. Federal End User** means: (1) any of the following agencies or establishments of the U.S. Federal Government: (a) executive departments as defined by 5 U.S.C.101; (b) military departments as defined by 5 U.S.C. 102; (c) government corporations as defined by 5 U.S.C. 103; (d) independent establishments as defined by 5 U.S.C. 104; and (e) any establishment in the legislative or judicial branch of the U.S. Federal Government (except the Senate, the House of Representatives, the Architect of the Capitol, and any activities under the Architect's direction), or (2) a state or local government end user that purchases from the Federal Supply Schedule, subject to the provisions of GSAM 552.238-114 (Use of Federal Supply Schedule Contracts by Non-Federal Entities).

**U.S. State and Local Government End User** means any municipality, district, county, state, tribal, or territorial government entity, including any agency, department, commission, bureau, board, council, authority or other entity in the executive, legislative, or judicial branch of a state, local, tribal, or territorial government. For the avoidance of doubt, the foregoing includes (a) public K-12 schools and public universities; and (b) any hospitals, medical centers, or health facilities that have constitutional or statutory authority to conduct public procurements or are operated by any U.S. state, local, territorial, or tribal government.

**Japanese Public Sector Customer** means a Japanese government, governmental agency, local government, public institution, or designated corporation (Shiteihoujin) customer.

## OMNISSA SECURITY ADDENDUM

This Omnissa Security Addendum (“**Addendum**”) to the General Terms describes the technical, administrative, and organizational security measures and controls implemented and maintained by Omnissa for the ongoing protection of Customer Content. All capitalized terms not defined in this Addendum will have the meanings set forth in the Agreement and the Omnissa Data Processing Addendum (“**DPA**”).

- 1. Omnissa Information Security and Privacy Governance Program; Compliance.** The Omnissa Information Security Management System (“**ISMS**”) leverages industry best practices to ensure the confidentiality, integrity, availability, and privacy of Customer Content. The ISMS program framework and security policies align to the ISO 27001 international standard. Omnissa’s senior management and leadership teams review and approve any material changes to the ISMS program. It is reviewed at least annually or upon a material change in Omnissa’s business practices and includes the following components:
  - 1.1. Risk Management.**
    - 1.1.1. Omnissa maintains an information security risk management process to ensure it reviews and addresses security risks and remediates security issues on an ongoing basis based on industry best practices.
    - 1.1.2. Omnissa performs risk assessments at least annually. Prior to implementing significant changes, Omnissa evaluates newly identified security risks related to those changes and mitigates the impact of those threats and vulnerabilities.
  - 1.2. Continuous Improvement Process.** Omnissa has implemented a continuous improvement process for its ISMS. As a part of this process, Omnissa uses internal and external audit results to analyze the adequacy, design and operating effectiveness of its information security controls. Based on these identified findings, Omnissa develops and implements improvements and remediation plans tailored to the identified security risk.
  - 1.3. Industry Participation.** Omnissa relies on guidance from various industry forums, threat intelligence data sources, and international organizations (e.g., OWASP and SANS) for its software development, assurance and vulnerability response practices.
  - 1.4. Privacy Reviews.** Omnissa performs privacy reviews on an ongoing basis, including during the software development lifecycle and when there are changes to key factors associated with the processing of Personal Data and supporting systems, products, or services. As part of its product development process, Omnissa performs data privacy impact assessments as required by applicable Data Protection Law (including GDPR).
  - 1.5. Audit Program.** For each Cloud Service, Omnissa has implemented an audit program which prescribes the frequency, methods, responsibilities, planning requirements and reporting of audits, which it conducts annually. The specific audit(s) depend on the applicable Cloud Service and may include ISO 27001, ISO 27017, ISO 27018, SOC2, SOC3, PCI, FedRAMP, and other industry assessments and certifications. Omnissa remediates any nonconformities identified in an audit in a timely manner commensurate with the identified level of risk. Please refer to the Omnissa Trust Center Compliance page for an overview of third-party audits and compliance standards achieved by Cloud Services or contact your Omnissa sales representative.
- 2. Organizational Security.**
  - 2.1. Management Direction for Information Security and Privacy.**
    - 2.1.1. Omnissa has a Chief Security Officer who is responsible for Omnissa’s enterprise-wide physical and information security, compliance, and business continuity governance.
    - 2.1.2. Omnissa has a dedicated privacy function responsible for defining and operationalizing Omnissa's global privacy program and strategy. The Omnissa privacy function has a dedicated privacy specialist

as well as representation from cross-functional groups, and is responsible for Omnissa's compliance with applicable Data Protection Law and industry requirements.

- 2.2. Information Security Policies.** Omnissa has implemented and maintains a complete set of information security policies based on industry best practices. Omnissa reviews the policies at least annually to ensure compliance with appropriate controls, practices, and procedures. Key policies include roles and responsibilities, security by design, defense in depth, principle of least privilege, separation of duties, audits, control standardization and automation, data classification, risk and value-based security controls, periodic risk assessments, and ongoing monitoring and improvement.
- 2.3. Confidentiality Obligations.** Omnissa takes steps to ensure that any personnel authorized by Omnissa to process Customer Content are subject to an obligation of strict confidentiality. Omnissa personnel are required to agree to confidentiality obligations as a condition of employment.
- 2.4. Security and Privacy Awareness Training.** Omnissa employees are required to: (a) complete annual security and privacy awareness training to understand their obligations and responsibility to comply with Omnissa's security and privacy policies; (b) pass a related assessment; and (c) acknowledge and agree to Omnissa's Acceptable Use Policy and information security policies for Omnissa systems and data processing (including Personal Data).
- 2.5. Screening and Background Checks.**
  - 2.5.1. Omnissa requires all employees to provide proof of identification and additional employment-related documentation that may be required based on the country of hire.
  - 2.5.2. Omnissa performs screening/background checks on all employees in accordance with applicable law and Omnissa policies.
- 3. Physical and Environmental Security.**
  - 3.1. Physical Security Policies.** The Omnissa Physical Security Policy governs the security of Omnissa offices, data centers, support centers, and other global business locations to safeguard information systems and staff. Omnissa stores all Customer Content in physically secure and geographically distributed data centers.
  - 3.2. Physical Security.** Omnissa and third-party data centers hosting Customer Content ("**Omnissa-Hosted Data Centers**") adhere to the controls listed in this Section 3.2. Omnissa performs risk assessments to ensure third-party data center service providers' compliance with these controls.
    - 3.2.1. **Physical Controls.** Physical and environmental security controls are in place to prevent unauthorized physical access and interference with or damage to Omnissa-Hosted Data Centers.
    - 3.2.2. **Data Center Security.** Omnissa-Hosted Data Centers have physical security controls and perimeter controls in place to prevent unauthorized access, including fencing, walls, 24/7 security staff, interior and exterior video surveillance, and intrusion detection systems. Access to these data centers is highly restricted and monitored, including requiring two-factor access screening and escort-controlled access.
    - 3.2.3. **Environmental Security.** Omnissa-Hosted Data Centers maintain power, smoke and fire detection and suppression systems, and are climate and temperature-controlled to limit the risk related to environmental interference. Omnissa-Hosted Data Centers are designed to withstand adverse weather and to use redundant electrical and telecommunications systems and on-site back-up power solutions in case of power loss.
- 4. Physical Media.**
  - 4.1. Media Handling.** Omnissa has implemented controls intended to secure portable media from damage, destruction, theft or unauthorized copying through encryption and secure decommissioning and disposal.
  - 4.2. Physical Storage Device Decommissioning.** Omnissa has established and follows industry standard procedures for the safe and permanent destruction of Customer Content stored on physical media. When physical media is going to be reused or has reached the end of its useful life, Omnissa uses a documented decommissioning

process, designed to ensure data is properly sanitized prior to decommissioning and reuse or disposal. Decommissioned storage devices are validated by two independent validators and Omnissa regularly audits its device decommissioning practices for compliance.

## **5. Business Continuity.**

**5.1. Business Resiliency Program.** Omnissa has established and follows a Business Continuity Management Program that prescribes how Omnissa will respond to events that may cause a significant business interruption.

**5.2. Business Continuity Plan.** Omnissa maintains documented internal practices, plans and procedures in its Business Continuity and Disaster Recovery Plan (“**Plan**”). The Plan is designed to enable Omnissa to fulfill its contractual commitments to customers. As part of the Plan, Omnissa identifies and implements necessary preparations that may be needed in case of a business disruption. Omnissa reviews and tests the Plan periodically (no less frequently than annually) to ensure that the Plan meets appropriate business continuity standards and the required recovery time objectives and recovery point objectives, as applicable. Omnissa regularly tests escalation, activation, and crisis management procedures to validate the feasibility of the recovery time objectives and resumption of operation capacities.

**5.3. Information Backup and Restore.** Policies and procedures are in place regarding the backup and recovery operations for critical data and systems to provide restoration of Omnissa’s business-critical systems when necessary.

**6. Change Management.** Omnissa has a formal change management process in place for monitoring and controlling changes to production systems, production network, applications, data files structures, other system components, and physical/environmental changes. Prior to implementing any new technologies or changes within the production environment, Omnissa conducts appropriate analyses and must specifically authorize all new technologies or changes before they are implemented. Information security is integrated into Omnissa’s project management methodologies in all project phases to ensure that information security risks are identified and addressed as part of each project.

**7. Secure Development Lifecycle.** Omnissa has implemented a Secure Development Lifecycle process for development of Omnissa software (including software used to provide its Cloud Services), including release management processes designed to identify and mitigate security risk during software development.

## **8. Logical Security and Access Controls.**

**8.1. Infrastructure Design.** The systems hosting Customer Content have been designed to minimize the impact of anticipated infrastructure risks and single points of failure. Omnissa reviews and updates network architecture diagrams periodically, and no less frequently than annually.

**8.2. Firewalls.** Omnissa has implemented firewalls and other security devices as part of a defense in-depth architecture to prevent unauthorized access to corporate networks and Cloud Services. These firewalls are used for the isolation and protection of all environments.

**8.3. Network Traffic.** All network traffic passes through firewalls and intrusion detection technologies that are continuously monitored by Omnissa.

**8.4. Anti-malware.** Anti-malware protections are in place to detect, log, and remove malware on systems commonly affected by malware. Automated mechanisms are in place to ensure the software definitions remain current.

**8.5. Patching.** Omnissa uses security patch management to deploy security updates on a timely basis. Omnissa will keep its systems up to date with available security patches to address known software security vulnerabilities based on the severity of the associated vulnerability, the risk posture of the relevant system within the overall architecture, and pursuant to documented severity, risk assessment guidelines, and compliance requirements.

- 8.6. Authorization.** Role-based access permissions are assigned to Omnissa personnel to limit access based on necessity, including with appropriate approvals, for granting and revoking access to individuals based on need-to-know and which are based on least privilege models for permissions.
- 8.7. Account Lifecycle Management.**
- 8.7.1. Omnissa implements and maintains processes to adjust permissions upon changes in roles within Omnissa, including revoking access to systems and applications promptly after the need to access the system or application ends.
  - 8.7.2. Omnissa has a documented authentication and authorization policy that applies to its systems. Omnissa requires the use of unique user IDs, strong passwords, and multi-factor authentication. Password management systems enforce strong password control parameters across applications, such as password length, character complexity, rotation frequency, reset requirements, inactivity thresholds, password provision protocols, prohibition on vendor-supplied default passwords, account lockout after multiple failed log-in attempts, and a policy prohibiting shared accounts. Omnissa maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed. Omnissa promptly deactivates log-in credentials of personnel when they leave Omnissa or when they are no longer providing services to Omnissa, as applicable.
- 8.8. End-user Devices.** Omnissa implements protections on end-user devices requiring hard drive passwords, screen saver, antivirus software, firewall software, unauthenticated file sharing, hard disk encryption and appropriate patch levels. Omnissa monitors those devices to detect and remediate compliance deviations.
- 8.9. Production Environments.**
- 8.9.1. Omnissa documents all new personnel access requests to Omnissa production environments. Omnissa's management must authorize all new personnel access requests before access is provided to a Omnissa production environment. Omnissa reviews all access permissions to the production infrastructure at regular intervals, and no less than annually. Omnissa restricts administrative access privileges to authorized personnel only.
  - 8.9.2. Production environments are separate from test and development environments.
- 8.10. System Authentication.** Omnissa configures its systems to authenticate personnel with a unique user ID and password. Predefined minimum password requirements are enforced for Omnissa personnel. Omnissa ensures mandatory password changes on a scheduled basis.
- 8.11. Remote Access.** Omnissa requires an encrypted VPN and multi-factor authentication to remotely access Omnissa production systems that host Customer Content hosted in Omnissa's Cloud Services.
- 8.12. Access Control to Source Code.** Omnissa has implemented and maintains standards regarding access to Omnissa source code repositories, which is restricted to users with a business need for access.
- 8.13. Logical Separation.** Customer Content is logically separated to ensure its isolation and protection. Omnissa has implemented multilayered and secure network and system segmentation. Omnissa ensures that Customer Content is partitioned or otherwise logically separated such that it is not accessible by any other customer or third party.
- 9. Encryption.**
- 9.1. Encryption in Transit.** Customer Content is encrypted while in transit over any public network via Transport Layer Security (TLS) using TLS 1.2 or greater, Internet Protocol Security (IPSEC), or Secure File Transfer Protocol (SFTP).
  - 9.2. Encryption at Rest.** Customer Content at rest is stored leveraging AES-256 or higher encryption algorithm.
  - 9.3. Omnissa Laptop Encryption.** Omnissa-issued laptops are encrypted using full disk AES-256 encryption.
- 10. Vulnerability Management.**

## **10.1. Vulnerability Scanning and Management.**

- 10.1.1. Omnisca uses code reviews and scanners in the development environment prior to releasing code into production to proactively detect coding vulnerabilities based on risk.
- 10.1.2. Omnisca performs vulnerability assessments on Cloud Service production infrastructure at least monthly and after any material change in network configuration.
- 10.1.3. If vulnerabilities are identified, Omnisca prioritizes and remediates deficiencies or weaknesses in a timely manner commensurate with the nature of the risk.

## **10.2. Penetration Testing.**

- 10.2.1. Penetration tests are performed on Cloud Service infrastructure in accordance with compliance obligations or at least annually.
- 10.2.2. If vulnerabilities are identified, Omnisca prioritizes and remediates vulnerabilities in accordance with the Omnisca Vulnerability Management Policy.

## **11. Security Monitoring and Incident Response.**

### **11.1. Activity Logging.**

- 11.1.1. Activity performed by Omnisca administrators on Cloud Service production infrastructure is logged, centrally stored, and protected. These logs capture security events, such as date and time of last log-in and unsuccessful log-in attempts, for the purposes of continuous monitoring and enabling incident response and forensic investigations. Omnisca follows a documented log retention schedule. Omnisca has documented procedures and organizational responsibility for responding to events.
- 11.1.2. Omnisca has access control, logging, monitoring, and policies in place intended to ensure the security of Customer Content.

### **11.2. Monitoring.**

- 11.2.1. Omnisca's internal 24/7 Security Operations Center continuously gathers information and monitors a variety of communication channels and log sources for security incidents.
- 11.2.2. Omnisca's Security Operations Center follows an incident management process to ensure that they respond to security-related issues in a timely and effective manner, in accordance with established internal policies and procedures.
- 11.2.3. Omnisca monitoring processes include vulnerability scans, anti-malware, Intrusion Detection Systems ("IDS"), logging and security information and event management analysis and correlation. Omnisca has implemented a standard requiring all systems to log relevant security access events.

### **11.3. Incident Response Planning.** Omnisca maintains a documented Security Incident Response policy and related plan and procedures which address the measures that Omnisca will take in the event of loss of control, theft, unauthorized disclosure, unauthorized access, or unauthorized acquisition of Customer Content. These measures may include incident analysis, containment, response, remediation, reporting and customer notifications, and the return to normal operations.

## **12. Data Handling Controls.**

### **12.1. Data Retention and Minimization.**

- 12.1.1. Omnisca has implemented and follows internal policies for data collection, data processing, and use of data, including minimizing Personal Data processing and ensuring that data collected for different purposes can be processed separately.
- 12.1.2. Customer Content is securely disposed of according to either the terms of the Agreement or Omnisca documented procedures if not specified by the Agreement.



- 12.2. Data Protection by Design and by Default.** Omnissa has implemented and follows a privacy-by-design framework to ensure that Omnissa offerings are designed in a manner which complies with applicable privacy principles and legal requirements.
- 12.3. Data Integrity.** Omnissa has procedures in place to validate data integrity, and maintains controls designed to ensure that any Customer Content that is stored, received, controlled, or otherwise accessed is accurate and reliable. Omnissa follows documented procedures and controls to ensure data integrity during transmission, to validate that the data transmitted is the same as data received and to protect the integrity of Customer Content at rest and in transit.
- 12.4. Data Quality.** To ensure data quality, Omnissa has implemented measures to prevent unauthorized access to, or modification of, Customer Content hosted in Omnissa's Cloud Services and, where access is authorized, to provide customer visibility into any access to and/or modification of such content and the timing of such activity.
- 13. Third-Party Vendors.** Omnissa follows a documented third-party vendor onboarding process to assess, manage, and monitor its third-party vendors. Omnissa enters into contracts with Sub-processors which incorporate data protection obligations substantially similar to those in this Addendum and in the DPA. The terms of each Sub-processor agreement ensure that Omnissa can meet its obligations to customers, including implementing required technical and organizational measures to protect Customer Content, to assist with data subject requests, and to protect Personal Data in compliance with applicable data privacy and protection laws and regulations.
- 14. Relationship with Agreement.** Any claims brought under this Addendum against Omnissa, LLC, Omnissa International Unlimited Company, or any member of Omnissa's group of companies will be subject to the terms and conditions of the General Terms and/or an agreement that expressly includes this Addendum by reference ("**Agreement**"), including the exclusions and limitations set forth in the General Terms and/or the Agreement.

## Omniassa Software Development Kit (SDK) License Agreement

Omniassa, LLC (“**Omniassa**”) provides the Software Development Kit (collectively, the “**Software**”) to you subject to the following terms and conditions. By executing a written order for the Software, you (the individual or legal entity) agree to be bound by the terms of this license agreement (the “**Agreement**”). If you disagree with any of the following terms, then do not use the Software.

1. **Omniassa Products.** The Software contains a variety of materials, interface definitions, documentation, sample utility applications, and sample code regarding programming interfaces to Omniassa’s products and services (the “**Omniassa Products**”). This Software is intended to be used to develop software that interacts with Omniassa Products.
2. **Use Rights.** Subject to the restrictions below, you may download and make a reasonable number of copies of the Software for your use solely for the purpose of creating software that communicates with Omniassa Products (the “**Developer Software**”). Some code may be designated as “distributable code” and/or “modifiable code.” These designations are available from the Software’s download page. You may use and merge all or portions of the “distributable code” with your Developer Software. Any merged portion of any “distributable code” is subject to this Agreement. Additionally, you may modify or create derivative works of all or portions of the “modifiable code.” You are permitted to re-distribute the “distributable code” and the modified or derivative works of the “modifiable code” only as part of your Developer Software for non-commercial or commercial use; provided that you shall only distribute such code subject to a license agreement that protects Omniassa’s and its licensors’ interests consistent with the terms contained in this Agreement.

If Omniassa has a certification program that is related to certain code (“**Certification Program**”), then Omniassa may permit you to use, reproduce, modify, and distribute the code solely as embedded in your product that complies with the technical limitations and the certification requirements set forth in the documentation (the “**Certification Requirements**”). If the Certification Program requires you to complete a questionnaire and submit to Omniassa your Developer Software that contains any part of the Software prior to distribution of your Developer Software, then you agree to comply with those terms of the Certification Program, and failure to do so is a breach of this Agreement that may result in the immediate termination of the Agreement.

Open-source software components provided with the Software are licensed to you under the terms of the applicable license agreements included with such open-source software components. The open-source software licenses can be found in the open\_source\_licenses.txt file, other materials accompanying the Software, or the documentation.

3. **Restrictions.** You agree that you will not: (1) use the Software to create, design, or develop anything other than Developer Software; (2) make any more copies of the Software than are reasonably necessary for the authorized use and for backup and archival purposes; (3) modify, create derivative works of, reverse engineer, reverse compile, or disassemble the Software except as expressly permitted in Section 2; (4) distribute, sell, lease, rent, lend, or sublicense any part of the Software to any third party except as expressly permitted in Section 2; or (5) use the Software in any manner to (a) circumvent any technical restrictions of the Omniassa Products or violate any additional licensing terms applicable to the Omniassa Products that Omniassa provides through product documentation, email notification on the Omniassa website, or in the Terms of Service or the End User License Agreements for the Omniassa Products, (b) disable, remove, over-ride, or modify the display of any

Omnissa Product End User License Agreements that the Omnissa Products present to end customers, or (c) upload or otherwise transmit any material containing software viruses or other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any software or hardware.

The restrictions in this Section 3 shall not apply if and to the extent they contradict mandatory local law (including, but not limited to, laws implementing the EC Software Directive).

4. **Ownership.** Omnissa retains ownership of the Software and all intellectual property rights embodied in the Software, including without limitation all copyrights, trade secrets, and patents. You may not remove, delete, or modify any of Omnissa's copyright statements in the Software. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO OMNISSA.
5. **Trademarks.** You may not use Omnissa's name, trademarks, or service marks in connection with your Developer Software in a way that suggests your Developer Software is certified or endorsed by Omnissa. Notwithstanding the foregoing, for certain code that is subject to a partner program or Certification Program, and subject to your compliance with the terms of this Agreement, Omnissa grants you a limited, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable right and license to display the Omnissa—and, if applicable to the Developer Software, the Horizon or Workspace ONE—name, trademarks, or service marks solely in connection with marketing of your Developer Software that meets the applicable Certification Requirements in accordance with this Agreement, any relevant program guides, and Omnissa's branding guidelines (available upon request). You agree and acknowledge that (i) the Omnissa name, trademarks, or service marks, whether or not registered, are the sole property of Omnissa and its subsidiaries; (ii) Your reproduction of the Omnissa's name, trademarks, or service marks inures to the benefit of Omnissa and its subsidiaries; and (iii) You acquire no legal rights in Omnissa's name, trademarks, or service marks. You agree that you will not adopt or use any name, trademarks, or service marks or any word or design that is similar to or confusing with Omnissa's name, trademarks, or service marks. You agree not to use Omnissa's name, trademarks, or service marks in connection with any activity that: (a) disparages Omnissa or its products or services; (b) violates or infringes any intellectual property of Omnissa; or (c) violates any local, state, federal, country, or international regulation or law.
6. **Feedback.** You may from time to time provide suggestions, comments, and feedback to Omnissa concerning the functionality and performance of the Software or Omnissa Products including, without limitation, identifying potential errors and improvements (collectively the "**Feedback**"). Feedback which is provided by you to Omnissa in connection with this Agreement may be freely used by Omnissa to improve or enhance its products and, accordingly, you grant Omnissa a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, modify, make, have made, distribute, sell, offer for sale, display, perform, create derivative works, permit unmodified binary distribution, and otherwise exploit such Feedback without restriction.
7. **Support.** If there is a partner program or Certification Program related to the Software, then Omnissa may, but is not obligated to, provide you with limited support services for the Software in accordance with the terms of those programs. Otherwise, you are not entitled under this Agreement to receive any Omnissa support or subscription services for the Software or any other services from Omnissa in connection with the Software. If Omnissa provides you with support services, you agree to cooperate with Omnissa to resolve any issues with your Developer Software including the use of the latest

available version of the Software. Omnissa is not obligated to provide any maintenance, technical, or other support to end users of Developer Software in connection with the Software. You agree to provide such maintenance, technical, or other support to end users of your Developer Software. If you have purchased support and/or subscription services for an Omnissa product, such support and/or subscription services shall not apply to the Software or your use of the Software other than as provided in any relevant Certification Program.

8. **Term, Termination and Changes.** This Agreement shall continue as long as you are in compliance with the terms specified herein or until otherwise terminated. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Omnissa shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. You agree, upon termination, to destroy all copies of the Software within your possession or control. The Restrictions, Confidential Information, Limitations of Warranties and Liability, Ownership, Feedback, Indemnification, Data Privacy, and General sections set out in this Agreement shall survive any termination or expiration of this Agreement.
9. **Confidential Information.** “Confidential Information” means any information disclosed by Omnissa to you pursuant to this Agreement that is marked “Confidential,” “Proprietary,” or in some similar manner and any information which you knew or reasonably should have known to be confidential. You shall treat as confidential all Confidential Information of Omnissa and shall not use such Confidential Information except to exercise your rights or perform your obligations under this Agreement. You will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as you protect your own confidential or proprietary information of a similar nature but with no less than reasonable care. You shall not disclose such Confidential Information to any third party during or after the term of this Agreement. This paragraph will not apply to any Confidential Information that: (a) was rightfully in your possession prior to receipt of such Confidential Information from Omnissa; (b) is or becomes a matter of public knowledge through no fault of you; (c) is rightfully received from a third party without a duty of confidentiality; (d) is independently developed by you without breach of any confidentiality obligations; (e) is disclosed by you with Omnissa’s prior written approval; or (f) you are required to disclose by applicable law or court order, provided that you notify Omnissa of such required disclosure promptly in writing and cooperate with Omnissa in any lawful action to contest or limit the scope of such required disclosure.
10. **Limitations of Warranties and Liability.** OMNISSA WARRANTS THAT THE SOFTWARE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE WRITTEN ORDER DATE, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SOFTWARE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SOFTWARE IS PROVIDED “AS IS” WITHOUT ANY WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OMNISSA DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OMNISSA BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL,

INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SOFTWARE OR YOUR USE OF THE SOFTWARE, UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S GROSS NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

OMNISSA'S LIABILITY ARISING OUT OF THIS AGREEMENT AND THE SOFTWARE PROVIDED HEREUNDER WILL NOT, IN ANY EVENT, EXCEED US\$100.00 or the purchase price Customer paid for the Software, whichever is higher.

THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER OMNISSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**11. Reserved.**

**12. Export Regulations & Sanctions.** You acknowledge that the Software is subject to the Export Administration Regulations ("EAR") of the United States. You may not export or re-export Software except in compliance with the EAR and related rules and regulations and other non-U.S. laws, as applicable. You shall not and shall not allow any third party to remove or export from the United States or allow or cause the export or re-export of the Software: (a) into (or to a national or resident of) any embargoed country (at the effective date of this Agreement as noted above, the Crimea, Donetsk, or Luhansk regions of Ukraine, Cuba, Iran, North Korea, and Syria); (b) to anyone on the U.S. Commerce Department's prohibited parties lists (including but not limited to the Entity List, Denied Persons List, and Unverified List); (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) in violation of any export or import restrictions, laws or regulations of any other applicable jurisdictions. You agree to the foregoing and warrant that you have appropriate systems and processes in place designed to ensure your compliance with clauses (a) through (d) above. The Software is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the U.S. government. Further, in connection with the Agreement and its access to and use of the Software, you will comply with all applicable economic or financial sanctions and trade embargoes. Refer to the Omnissa Export Control & Sanctions Compliance Notice posted at <https://static.omnissa.com/uploads/export-control-information.pdf>

**13. Data Privacy.** You agree that the Software may collect technical and related usage information about your and your users' use of the Software and send that to Omnissa. Omnissa may use such technical and related usage information for internal statistical and analytical purposes, license compliance tracking, to prevent and address technical issues and provision updates, and for the development and improvement of Omnissa products and services and your experience. You understand that any log files generated in order to obtain support from Omnissa may contain sensitive, confidential, or personal

information. You are responsible for taking steps necessary to protect such information, such as obfuscating any logs before sending them to Omnissa. Omnissa's Privacy Notice attached hereto and found at (<https://static.omnissa.com/uploads/omnissa-products-and-services-privacy-notice.pdf>) applies. You are responsible for complying with all applicable privacy laws in your and your users' use of the Software, including but not limited to notifying your users that technical and related usage data is processed by Omnissa and providing them with a link to the Omnissa Privacy Notice.

14. **General.** These terms are governed by the Federal laws of the United States of America without regard to conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply. You may not assign this Agreement. Any attempted assignment by you will be void. These terms constitute the entire agreement between you and Omnissa with respect to the Software and supersede all prior written or oral communications, understandings, and agreements. Any waiver of these terms must be in writing and signed by the waiving party to be effective. If any provision of these terms is found to be invalid or unenforceable, the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law.

## OMNISSA SOFTWARE EXHIBIT

Updated as of 20 November 2024

This Software Exhibit to the Omnissa General Terms applies if Customer purchases licenses to Software.

### 1. LICENSE GRANT.

- 1.1 **License Grant.** Omnissa grants Customer a non-exclusive, non-transferable license to: (a) deploy the number of Software licenses set forth in the Order within the Territory; and (b) use the Software and the Documentation during the term of the license, solely for Customer's internal business operations and subject to the provisions of the Product Guide. Licenses granted to Customer are for use of object code only.
- 1.2 **Third-Party Agents.** Customer may permit Third-Party Agents to deploy and use the Software on Customer's behalf solely to deliver services to Customer.
- 1.3 **Copying Permitted.** Customer may make a reasonable number of copies of the Software for "cold standby" disaster recovery, backup, and archival purposes. Use of those copies is limited to testing Customer's disaster recovery procedures and effectiveness, and as may be necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Customer cannot operate the Software.
- 1.4 **License Term.** If Customer purchases any Software as Subscription Software, Customer may use the Software solely during the Subscription Term. Upon expiration of the Subscription Term, Customer must promptly cease use of the Software and the related Documentation.
- 1.5 **Migration Licenses.** Customer may request licenses to the Software that may be used only to upgrade or replace hardware, change data centers, or upgrade to a newer version of the Software ("Migration Licenses"). Customer may only use Migration Licenses for the period granted by Omnissa. Migration Licenses are provided "AS IS" without indemnification, support, or warranty of any kind, express or implied. Omnissa's aggregate liability (excluding indirect damages, for which Omnissa expressly disclaims all liability) for any claim arising from Customer's use of Migration Licenses will not exceed \$5,000 USD.
- 1.6 **Cloud Services.** If the Software includes a Cloud Service component or if a Software bundle includes a Cloud Service entitlement, that Cloud Service is subject to the Cloud Services Exhibit.

- 2. **LICENSE RESTRICTIONS.** Customer must not, and must not allow any third party to: (a) make the Software available in any form to any third parties, except as specified in section 1.2 of this Exhibit (Third-Party Agents); (b) transfer or sublicense the Software or Documentation to any third party (including an Affiliate), except as expressly permitted in section 11.1 of the General Terms (Assignment); (c) modify, translate, enhance, or create derivative works from the Software; (d) reverse engineer, decompile, or otherwise attempt to derive source code from the Software, except to the extent permitted by applicable law; or (e) remove any copyright or other proprietary notices.

### 3. RECORDS AND REPORTING.

- 3.1 **Verification.** Customer agrees to provide reports and records, certified by an authorized individual at Customer, as reasonably requested by Omnissa to verify Customer's compliance with Agreement and the Order, including but not limited to the Authorized Use Limitation and the License Metric. These reporting and verification obligations remain in effect during the term of Customer's entitlement to the Software and for twelve (12) months thereafter. Customer agrees that, upon thirty (30) days' prior written notice, subject to Government security requirements, Omnissa or an independent third party may audit Customer's compliance with the Agreement and the Order, remotely or at Customer's facilities. Customer must cooperate with that audit, which Omnissa agrees will be confidential, and commercially reasonable in nature and time. If Customer's certification or Omnissa's audit reveals any unpaid or unlicensed use, Omnissa will provide written notification to Customer and within thirty (30) days of that written notification Customer will order, at Omnissa's then-current list price, a sufficient number of seats or licenses to the Software and any applicable Support to cover Customer's past or current use in excess of the Authorized Use Limitation.



In the event the Government does not permit Omnissa to conduct an audit in accordance with Section 3.1, the Government shall conduct a self-audit within thirty (30) calendar days of Omnissa's request and, shall provide the Omnissa with results of the audit.

3.2 **Reporting.** Upon request by Omnissa, at least 90 days prior to the expiration of Customer's entitlement to Support Services or Subscription Software, Customer must report to Omnissa the number of Software licenses Customer has deployed and other information reasonably requested by Omnissa related to Customer's deployment and use of the Software.

4. **SUPPORT SERVICES.** Omnissa will provide Support Services for the Software. Customer's use of a version of the Software provided through Omnissa's support and subscription services will be subject to the terms of the Product Guide on the date Customer first installs that release.

5. **DEFINITIONS.**

**Authorized Use Limitation** means the quantity of the Software licensed in accordance with the License Metric specified in an Order.

**License Metric** means the specific criteria for measuring the usage of the Software (e.g., Cores, CPUs, Devices, or Named Users).

**Territory** means the country or countries in which Customer has been invoiced, unless more broadly defined in the Product Guide. If the Territory for Software includes any European Economic Area member states or the United Kingdom, Customer may deploy that Software throughout the European Economic Area or the United Kingdom, respectively.



# Support Service Guide

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During the Support Services Period, Customer will receive Technical Support for Software or Cloud Services (“Product Offerings”).

## Customer Responsibilities

1. Customer is responsible for use of the Product Offering by its personnel and must properly train its personnel in the use of the Product Offering.
2. Customer should promptly report to Omnissa all problems with the Product Offering and must implement all corrective procedures provided by Omnissa, including installing patches or updates.
3. Customer is responsible for protecting and backing up data stored on the systems on which the Product Offering is used.
4. Omnissa’s performance of Support Services is contingent on the Customer making its skilled personnel reasonably available.

## Exclusions

Support Services do not cover issues caused by the following:

1. Unusual external physical factors, such as adverse weather, a failure of electric power or climate control, neglect or misuse.
2. Use of the Product Offering that is not in accordance with the General Terms or the Documentation.
3. Any software or hardware that is manufactured by a party other than Omnissa and is either (i) not delivered with the Product Offering, or (ii) not embedded into the Product Offering.
4. Any modification, addition or development of code scripts deviating from the predefined product code tree(s)/modules developed by Omnissa for production deployment; or
5. Any customized deliverables created by Omnissa, Omnissa partners, or third-party service providers.

## Purchase Requirements

1. Customer must purchase or renew Support Services at the same level for all licenses for a particular Product Offering product installed in a given environment, such as Test, Development, QA, or Production (e.g., a customer cannot purchase Production level support for only one license of Horizon in its lab and purchase Basic level support for the other Horizon licenses in that environment).
2. The then-current Support Services Guide will apply to Support Services renewals.

# Support Request (SR) Severity Definitions

Critical (Severity 1) – A production system is down, or a critical production issue exists that severely impacts the use of the Product Offering. Severity 1 support requires the Customer to have dedicated resources available to work on the issue on an ongoing basis with Omnissa, and includes the following situations:

- The situation halts business operations and no workaround exist
- All or a substantial portion of mission critical data is at a significant risk or loss or corruption and may need to be restored from backup
- A substantial loss of service or capacity

High (Severity 2) – Major functionality or performance degradation of the system or business operations is severely impaired such that:

- Operations can continue in a restricted fashion, but normal day-to-day management or configuration of the system has been adversely affected with no acceptable workaround
- A major on-premise deployment milestone is at risk, or ongoing and incremental installations or upgrades are affected
- A minor loss of capacity
- A loss of some or all services features or redundancy functionality
- There is a substantial risk of an imminent service outage

Medium (Severity 3) – A partial, non-critical loss of functionality or use of the Product Offering, such that:

- The operation of some component(s) is impaired, but Users can continue using the Product Offering
- There is a minimal risk to initial on-premise installation milestones
- Failures of the Software or loss of use of the Cloud Service that do not affect the normal daily operations of the system or business and a short-term workaround is available but is not scalable

## Support Response Targets

Support Offering	Critical (Severity 1)	High (Severity 2)	Medium (Severity 3)
Premier Support	Within 30 minutes 24 hours/day 7 days/week	2 business hours 10 hours/day 7 days/week	4 business hours 10 hours/day 5 days/week
Production Support	Within 30 minutes 24 hours/day 7 days/week	4 business hours 10 hours/day 5 days/week	8 business hours 10 hours/day 5 days/week
Basic Support	4 business hours 10 hours/day 5 days/week	8 business hours 10 hours/day 5 days/week	12 business hours 10 hours/day 5 days/week

## Omnissa Business Hours

Business Hours	Monday-Friday
North America, Latin America	8am - 6pm (local time)
Alaska, Hawaii	8am – 6pm (PST/PDT)
Europe	8am – 6pm (GMT/GMT +1)
Middle East, Africa	8am – 6pm (GMT +2)
Asia, Pacific Rim	8am – 6pm (SGT)
India	8am – 6pm (IST)
Japan, China, Korea	9am – 6pm (JST/CST/KST)
Australia, New Zealand	8am – 6pm (local time)

### Helpful Links

- How to open a support request from the Omnissa Customer Connect portal (preferred method) - <https://kb.omnissa.com/s/article/2006985>
- Omnissa Support Phone numbers - <https://kb.omnissa.com/s/article/6000004>

# Omnissa Support Life Cycle Policy

The Omnissa lifecycle refers to the phases of an Omnissa Product Offering from its initial release to the end of support.

Please see the [Omnissa Product Support Lifecycle Matrix](#) for the exact support period timeframes for each specific Product and Release.

**The table below outlines the key features and support options available for each phase of the product lifecycle**

Features	General Support Phase	Technical Guidance Phase	End of Support Life Phase
Maintenance updates and upgrades	✓		
New security patches	✓		
New bug fixes	✓		
Server, Client, and Guest OS updates	✓		
File a Support Request	Phone and Web	Phone and Web	
Support Request Severity	Severity 1, 2 and 3	Severity 2 and 3	None
Existing security patches	✓	✓	
Existing bug fixes	✓	✓	
Workarounds for non-business critical issues	✓	✓	
Self-help web-based support	✓	✓	✓
Access to Knowledge Base	✓	✓	✓

Note: Self-help web-based support and Knowledge Base articles will continue to be available to all clients through the EOGS.

Omnissa may additionally offer extended support for select products. Please see the Omnissa Extended Support datasheet for specific details.

When an Omnissa Product has been designated as EOTG or EOL, previously published service packs and fixes will continue to be available as part of self-service support for the duration of your remaining agreed-upon Maintenance term or Subscription Support term.

## Product Support Lifecycle Phases and Definitions

The table below explains each phase of the product support lifecycle, including the type of support and updates available during each stage.

Phase	Definition
General Support	<p>General Support means maintenance updates and upgrades, bug and security fixes, and technical assistance as per Omnissa General Terms.</p> <p>General Support also includes security vulnerability resolutions and critical bug fixes in all supported versions</p> <p>General Support begins on the date Major Release enters General Availability.</p>
EOGS - End of General Support/ Begin of Technical Guidance	<p>A Product Offering has reached its End of General Support Life when it starts its Technical Guidance phase of support (when available)</p> <p>Technical Guidance is provided from the end of the General Support phase and lasts for a fixed duration. Support Services available are reduced where products are in the Technical Guidance Phase. Customers must primarily rely on the Self-Help portal to resolve issues. If required, customers can open a support request online via their <a href="https://customerconnect.omnissa.com/home">https://customerconnect.omnissa.com/home</a> portal to receive support and workarounds for low-severity issues on supported configurations only.</p> <p>During the Technical Guidance phase, Omnissa does not offer new Server/Client/Guest OS updates, new security patches or bug fixes unless otherwise noted. This phase is intended for usage by customers operating in stable environments with systems that are operating under reasonably stable loads. See <a href="https://docs.omnissa.com/bundle/Product-Lifecycle-Matrix/page/lifecyclematrix.html">https://docs.omnissa.com/bundle/Product-Lifecycle-Matrix/page/lifecyclematrix.html</a></p>
EOA - End of Availability	<p>A Product Offering has reached its end of availability when it is no longer available for purchase from Omnissa.</p> <p>A Product Offering going EOA does not mean it is not supported anymore, as the support date depends on the support life of that product. The Product Offering may also be available to purchase independently through subscription or included as part of a bundled subscription offering.</p>
EOL - End of Life	<p>End of life (EOL) refers to the stage when a specific Product Offering release is no longer supported by Omnissa. This occurs at the end of the technical guidance phase. Once EOL is reached.</p>

## Omnissa Support Services Sub-Processors

Omnissa may hire other companies to provide certain services on its behalf. Sub-processors who may process Personal Data contained within Customer Content (as defined in the General Terms) are itemized below. Omnissa affiliates may also process Personal Data. As set forth in the Data Processing Addendum, Omnissa has adequate data transfer mechanisms in place with each sub-processor. The list below does not apply to pre-release versions.

Sub-Processor	Country	Services Performed	HQ Address	DPO contact	Data Transfer Mechanism
Gainsight, Inc.	USA*	Customer success platform	3500 Bay Street, Suite 100, San Francisco, CA 94133 USA	<a href="mailto:privacy@gainsight.com">privacy@gainsight.com</a>	Standard Contractual Clauses
Microsoft Corporation	USA*	Email and collaboration tools	Microsoft Headquarters, One Microsoft Way, Redmond, WA 98052 USA	<a href="#">Data Subjects Webform</a>	Standard Contractual Clauses
Salesforce.com	USA*	CRM/customer support	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, CA 94105 USA	<a href="mailto:privacy@salesforce.com">privacy@salesforce.com</a>	Standard Contractual Clauses and Binding Corporate Rules
Zoom Video Communications, Inc.	USA*	Online meeting provider	55 Almaden Blvd, Suite 600 San Jose, CA 95113	<a href="mailto:privacy@zoom.us">privacy@zoom.us</a>	Standard Contractual Clauses
Amazon Web Services, Inc.	USA*	Amazon Connect – Contact Center and Warehousing	410 Terry Avenue North, Seattle, WA 98109 Country	<a href="#">aws-EU-privacy@amazon.com</a>	Standard Contractual Clauses
Atlassian Pty Ltd	USA*	JIRA case management – product bug tracking	Level 6, 341 George Street, Sydney, NSW 2000, Australia	<a href="mailto:privacy@atlassian.com">privacy@atlassian.com</a>	Standard Contractual Clauses

\* The country listed is the sub-processor's primary location. Omnissa purchases the sub-processor's standard offering and thus the sub-processor controls the country in which data is stored.

If you would like to receive updates to this sub-processor list, please go to Omnissa Customer Connect and enable notifications for this sub-processor list.

## Sub-processors Who Provide Contract Staff

The following sub-processors provide contract staff that work in close coordination with Omnissa staff to help provide the support services to Omnissa customers and in the course of doing so may be exposed to Personal Data contained within Customer Content. For example, a sub-processor may perform remote troubleshooting and may be exposed to snippets of Personal Data in a server crash log. In all such cases, Personal Data still resides only in Omnissa systems, and subject to Omnissa tools, policies and supervision.

Sub-Processor	Country
Harman Connected Services Inc.	India and Japan
Broadcom, Inc.	<a href="https://docs.broadcom.com/doc/broadcom-entities-providing-support-services">https://docs.broadcom.com/doc/broadcom-entities-providing-support-services</a>

## Omnissa Affiliate List

Sub-Processor	Country
Omnissa (Australia) Pty Ltd	Australia
Omnissa Bulgaria EOOD	Bulgaria
Omnissa (Canada) ULC	Canada
Omnissa (France) SAS	France
Omnissa (Germany) GmbH	Germany
Omnissa Pvt. Ltd.	India
Omnissa International Unlimited Company	Ireland
Omnissa (Italy) S.r.l.	Italy
Omnissa (Japan) G.K.	Japan
Omnissa (Netherlands) B.V.	Netherlands
EUC Modena Pte. Ltd.	Singapore
Omnissa (Iberia) S.L.	Spain
Omnissa (UK) Limited	United Kingdom
Omnissa, LLC	United States



*Last updated: September, 2024*

## Omnissa Workspace ONE® Access™ Sub-Processors

Omnissa may hire other companies to provide certain services on its behalf. Sub-processors who may process Personal Data contained within Customer Content (as defined in the General Terms) are itemized below. Omnissa affiliates may also process Personal Data. As set forth in the Data Processing Addendum, Omnissa has adequate data transfer mechanisms in place with each sub-processor. The list below does not apply to pre-release versions.

Sub-Processor	Country	Services Performed	Applicable Omnissa Service/Product	HQ Address	DPO contact	Data Transfer Mechanism
Amazon Web Services, Inc.	USA Canada Japan Australia Ireland United Kingdom Germany India	Hosting provider and platform services	Omnissa Workspace ONE Access (cloud service offering)	410 Terry Avenue North, Seattle, WA 98109 USA	aws-EU-privacy@amazon.com	Standard Contractual Clauses



Sub-Processor	Country	Services Performed	Applicable Omnisia Service/Product	HQ Address	DPO contact	Data Transfer Mechanism
Amazon Web Services, Inc.	USA	Cloud Notifications Service	Omnissa Workspace ONE (cloud service offering)  Omnissa Workspace ONE Access (on-premise offering)	410 Terry Avenue North, Seattle, WA 98109 USA	aws-EU-privacy@amazon.com	Standard Contractual Clauses
Logz.io	USA United Kingdom Australia Canada Germany Japan	Log Management	Omnissa Workspace ONE Access (cloud service offering)	253 Summer Street, Boston, MA 02210 USA	privacy@logz.io	Standard Contractual Clauses

\* The country listed is the sub-processor's primary location. Omnisia purchases the sub-processor's standard offering and thus the sub-processor controls the country in which data is stored.

Omnissa may use additional sub-processors for customer support – sub-processor listing for Omnissa Support Services.

If you would like to receive updates to this sub-processor list, please go your account in Omnissa Customer Connect and enable notifications for this sub-processor list.

Last updated: January 2025

## Omnissa Workspace ONE®

- Unified Endpoint Management (UEM)
- Digital Employee Experience
- Security and Compliance

## Sub-Processors

Omnissa may hire other companies to provide certain services on its behalf. Sub-processors who may process Customer Content (as defined in the General Terms) are itemized below. Omnissa affiliates may also process Customer Content. As set forth in the Data Processing Addendum, Omnissa has adequate data transfer mechanisms in place with each sub-processor. The list below does not apply to pre-release versions.

Sub-Processor	Country	Services Performed	HQ Address	DPO contact	Data Transfer Mechanism
Akamai Technologies, Inc.	Global (caching performed based on IP address).  EU only processing is available to UEM customers with UEM tenants hosted in the EU – refer <a href="https://kb.omnissa.com/s/article/94323">[https://kb.omnissa.com/s/article/94323]</a> for more information.	Content Delivery Network	145 Broadway, Cambridge, MA 02142 USA	privacy@akamai.com	Standard Contractual Clauses
Bettercloud, Inc.	USA	SaaS Application Management (optional component of Workspace ONE UEM)	330 7th Avenue, 14th Floor, New York, NY 10001 USA	privacy@bettercloud.com	Standard Contractual Clauses

Sub-Processor	Country	Services Performed	HQ Address	DPO contact	Data Transfer Mechanism
Lookout, Inc.	USA <sup>6</sup>	Threat Detection Services (optional component of Workspace ONE UEM)	3 Center Plaza, Suite, 330, Boston, MA 02108 USA	privacy@lookout.com	Standard Contractual Clauses
Cisco Systems, Inc.	USA <sup>1</sup>	SMS Messaging Service (optional component of Workspace ONE UEM)	170 West Tasman Drive, San Jose, CA 94134 USA	Privacyrequest.cisco.com	Standard Contractual Clauses
Intel Corporation	USA	Threat Detection and Remote Device Control (optional component of Workspace ONE UEM)	2200 Mission College Boulevard, Santa Clara, CA 95054 USA	dataprotectionofficer@intel.com	Standard Contractual Clauses
Google LLC	Google LLC routes data through its distributed data centers around the world to help with load balancing and network performance. The locations of Google datacenters are available at <a href="https://www.google.com/about/datacenters/locations/">https://www.google.com/about/datacenters/locations/</a>	Workspace ONE UEM (hosted and on-prem) leverages Android Management API service to provision and manage Android devices on behalf of customers by setting and updating device management policies, provisioning applications to the device, and obtaining information from them.	1600 Amphitheatre Parkway Mountain View, CA 94043, USA	<a href="#">Google Privacy Contact Center</a>	Standard Contractual Clauses

## Omnissa Workspace One UEM Data Center Providers

Service Provider	Applicable Service	Location	Backup Location	DR Location
VMware Cloud on AWS and Amazon Web Services, Inc. <sup>2</sup>	Hosting provider for Workspace ONE UEM	Australia	Australia	Same as backup
		Canada	Canada	
		Germany	Germany	
		India	India	
		Japan	Japan	
		Singapore	Singapore	
		United Kingdom	United Kingdom	
		United States <sup>3</sup>	United States	
VMware Managed Data Centers and Amazon Web Services, Inc. <sup>2</sup>	Hosting provider for Workspace ONE UEM	United States <sup>3</sup>	United States	Same as backup
Amazon Web Services, Inc. (Gov Cloud)	Hosting provider for Workspace ONE FedRAMP environment	United States	United States	

## Omnissa Workspace ONE UEM Ancillary Services Data Center Providers

Service Provider	Applicable Service	Primary Location	Back Up Location	DR Location
Amazon Web Services, Inc.	Hosting for crash reporting for Workspace ONE Intelligent Hub and productivity apps (unless Customer opts-out of crash reporting)	USA	USA	USA
Amazon Web Services, Inc.	Mobile Flows	USA	USA	N/A
Amazon Web Services, Inc.	Hosting for the Boxer Email Notification Service (ENS) <sup>4</sup>	USA	USA	N/A
		Germany	Germany	
		Japan	Japan	
		United Kingdom	United Kingdom	

Service Provider	Applicable Service	Primary Location	Back Up Location	DR Location
Amazon Web Services, Inc.	Amazon S3, Redshift, DynamoDB (Applicable to mobile apps)	USA	USA	Could fail over to any AWS data center
Amazon Web Services, Inc.	Workspace ONE Drop Ship Provisioning	USA	USA	N/A

## Omnissa Workspace ONE Assist Data Center Providers

Service Provider	Applicable Service	Primary Location	Back Up Location	DR Location
Amazon Web Services, Inc.	Workspace ONE Assist <sup>5</sup> (only if purchased)	USA	USA	Same as backup
		India	India	
		Canada	Canada	
		Germany	Germany	
		Japan	Japan	
		Australia	Australia	
		Singapore	Singapore	
		United Kingdom	United Kingdom	
Amazon Web Services, Inc.	Workspace ONE Assist (satellite servers)	USA	N/A	N/A
	Select Workspace ONE Assist customers deployed in the US, can choose the satellite servers closest to their end users' geographies to help deliver low latency remote support sessions. Satellite servers are located in US (West), Brazil, and Singapore.	Brazil		
		Singapore		

Omnissa Workspace ONE Access may be licensed as part of this offering and may use additional sub-processors – see the sub-processor listing for Platform Services.

## Omnissa Security Events Service

Sub-Processor	Country	Services Performed	HQ Address	DPO contact	Data Transfer Mechanism
Amazon Web Services, Inc.	USA Canada Japan Australia Ireland United Kingdom Germany India Singapore	Hosting provider and platform services.  <i>Note: The hosting location for Omnissa Security Events Service is the same as selected by the Customer for the Omnissa Access service.</i>	410 Terry Avenue North, Seattle, WA 98109 USA	aws-EU-privacy@amazon.com	Standard Contractual Clauses

<sup>1</sup> The country listed is the sub-processor's primary location. Omnissa purchases the sub-processor's standard offering and thus the sub-processor controls the country in which data is stored.

<sup>2</sup> Both providers are used in all locations. Currently being migrated to Amazon Web Services, Inc. hosting, see <https://kb.omnissa.com/s/article/6000144>

<sup>3</sup> For Workspace ONE UEM deployments located in the USA, deployment size determines whether the customer is hosted in Omnissa Cloud on AWS or Omnissa Managed Data Center. Please contact your Omnissa Account Representative for more information.

<sup>4</sup> The data center location is generally based on the customer's predominant user location, unless another location is selected during setup. Note: For the USA, Germany, and Japan locations, the AWS Simple Notification Service (SNS) is located in those regions; for the United Kingdom, SNS is located in Ireland.

<sup>5</sup> Omnissa will use the datacenter location that matches the customer's Workspace ONE UEM datacenter location. When Workspace ONE Assist is not available in the country of the customer's Workspace ONE UEM datacenter location, then Omnissa will ask the customer which data center location should be used. UK hosting for Workspace ONE Assist is restricted to net new Workspace ONE UEM customers in Managed Hosting environments. For Workspace ONE UEM customers in existing SaaS environments, Workspace ONE Assist is hosted in Germany.

<sup>6</sup> Primary data center location is in the United States. In accordance with Customer's Workspace ONE console provisioning location, Customer Content may be processed, but is not retained, in a designated regional proxy in Singapore, Canada, India, Germany or Japan. Sub-processor controls the countries from which it provides support services.

Omnissa may use additional sub-processors for customer support. Please see the sub-processor listing for Omnissa Support Services.

If you would like to receive updates to this sub-processor list, please go your account in Omnissa Customer Connect and enable notifications for this sub-processor list under "My Profile → Subscriptions."

