

IMPORTANT!

Be sure to carefully read and understand all the terms and conditions set forth in this End User License Agreement ("EULA"). This Product contains software and other proprietary material which is subject to this EULA. You represent that you have been authorized to accept and acknowledge your acceptance of these terms on behalf of the Customer, and have read, understand and agree to be bound by the terms and conditions of this EULA. If you are not so authorized or do not agree to these terms, then Fidelis Cybersecurity, Inc. ("Fidelis") refuses to permit access to, license of, or the installation and use of the Product, and any installation or use of the Product shall constitute a violation of applicable intellectual property laws and conventions. The words "you" and "Customer" refer to the Government Customer (Agency) who, under GSA Schedule Contracts, is the "Ordering Activity," defined as an "entity authorized to order under GSA Schedule Contracts" as defined in GSA Order ADM4800.2I ("GSA Order"), as such order may be revised from time to time.

I. DEFINITIONS

- a. "Product" means the Fidelis-provided hardware ("Hardware") to which this document applies, together with the object code copy of Fidelis's proprietary software, and any included third-party software, provided by Fidelis as part of the Hardware, and all Software Updates (collectively the "Software"), along with the accompanying Documentation. The Product to which this EULA applies may also be Fidelis' proprietary software (and any included third party software) made available for use on a virtual hardware machine, in which case both "Product" and "Software", as used herein, shall be deemed to be such software, and "Hardware" shall be deemed to refer to a virtual machine meeting the specifications set forth in the Documentation. Additionally, the Product to which this EULA applies may also be Fidelis's proprietary Endpoint software along with any included third-party software) which is made available for use on Customer owned endpoint devices.
- b. "Documentation" means the user guides and manuals attached hereto for installation and use of the Product, regardless of format.

- c. "Endpoint" means any computer, phone or device that is owned by the Customer and running any Fidelis Endpoint software.
- d. "Software Update" means any error corrections, fixes, patches, new versions, new releases, modifications, functional improvements or replacement of the Software made available to Customer at Fidelis' sole discretion under an active maintenance and support contract between Customer and Fidelis in connection with the Product.

II. LICENSE

- a. Subject to the terms and conditions of this EULA, Fidelis grants to Customer a personal, non-exclusive and non-transferable license to use the Software and related Documentation in object code form for use on the Hardware, solely for Customer's internal business purposes and, and as set forth in the Customer's purchase order and for which Customer has paid to the GSA Multiple Award Schedule (MAS) Contractor the required license fees (the "Applicable Purchase Order"). If, per the Applicable Purchase Order, the Software was licensed for a limited term (a "Subscription License"), the term of the license granted herein will be as set forth in the Applicable Purchase Order.
- b. The Product may contain third party software. Unless expressly provided for, any third party software may only be used in conjunction with the Product under the terms of this EULA. The application package Documentation that accompanies such third party software may also indicate certain third party technology that may be appropriate or necessary for use with such third party software, or Fidelis or its licensors may notify Customer as to such third party technology. Any such third party technology is licensed to Customer only for use with the relevant application package under the terms of the third party license agreement attached hereto as part of the Documentation.
- c. **WARM SPARES:** In the event that Products provided to Customer were identified in the Applicable Purchase Order as "warm spares" or by a similar designation, the license granted in Section IIa above is further qualified in that Customer will have no right to use such "warm spare" except in replacement of an identical malfunctioning product properly licensed by Customer. In no event may Customer use simultaneously both a "warm spare" and the product it is to replace.
- d. **LAB PRODUCTS:** In the event that Products provided to Customer were identified in the Applicable Purchase Order as "lab product" or by a similar designation, the license granted in Section IIa above is further qualified in that

Customer will have no right to use such "lab product" except in a non-production environment for demonstration purposes only. In no event may Customer use a "lab product" in a production environment of any kind.

III. LICENSE RESTRICTIONS

- a. Customer shall not: (i) copy all or part of the Product or use the Product (including the Documentation) except as specified in this EULA; (ii) modify, alter, adapt, enhance, improve, revise, correct errors in, or create derivative works of the Software or any part thereof, (iii) cause or permit the reverse engineering, de-encryption, disassembly or de-compilation of the Product or otherwise attempt to create the source code from the Software or gain access to trade secrets or confidential information of Fidelis or its licensors; (iv) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Software or Documentation,; (v) rent, lease, sell, assign, transfer, distribute or sublicense the Software or any part thereof or permit access to the Software by third parties or use the Software for service bureau or time-sharing purposes; (vi) use the Product for competitive analysis or permit publication or distribution of functionality or performance testing of the Product without express written consent of Fidelis; (vii) remove, disable, circumvent or otherwise create or implement any workaround to any technological copy protection or other security features designed to prevent unauthorized use of the Software; or (viii) other than as installed on Endpoints, any use of the Software on any third party equipment, except on virtual hardware approved by Fidelis; (ix) permit any third party to do any of the foregoing.
- b. Notwithstanding the foregoing limitations, Fidelis authorizes Customer to make as many archival copies of the Software and Documentation as Customer reasonably requires solely for its internal use, provided such archival copies are not used for production purposes.
- c. Upon reasonable advance notice, Fidelis or its licensors may take such steps as are reasonably necessary to audit Customer's compliance with this EULA. Customer shall provide reasonable assistance and access to information in the course of such audit, at Customer's expense. Fidelis shall be permitted to report the audit results to its licensors as applicable in relation to use of software licensed by such licensors. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. The GSA MAS Contractor, acting on behalf of the Fidelis, will give the Ordering Activity written notice of any non-compliance,

including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Fidelis' request, the Ordering Activity will run a self-assessment with tools provided by and at the direction of Fidelis ("Self-Assessment") to verify Ordering Activity's compliance with the Purchase Order.

IV. OWNERSHIP AND PROPRIETARY NOTICES

- a. As between Customer and Fidelis, all rights, title and interest in the Software, including any and all copyrights, patent rights, trade secrets, trademarks, service marks, trade names, trade secrets, know-how and any other statutory or common law intellectual property or other proprietary rights related to the Product, including the design, manufacture, operation or service of the Product, are owned by Fidelis or its licensors. Customer shall obtain no rights in the Software except those limited, non-exclusive rights expressly granted under this EULA.
- b. All third party licensors and suppliers retain all right, title and interest in third party software and all copies thereof, including all copyright and other intellectual property rights.
- c. Customer shall not remove or alter any trademark, logo, copyright, confidentiality or other proprietary notices, legends, symbols or labels on the Software or any copies thereof.
- d. Except as set forth herein, or as may be permitted in writing by Fidelis, or subject to the terms of the Freedom of Information Act, 5 USC §552 et seq., Customer shall not provide access to, transmit or otherwise make available, the Software and the Documentation or any part or any copy thereof to any third party; provided, however, that Customer may permit its employees, agents and contractors that are not Fidelis competitors having a need-to-know for purposes of operating or maintaining the Software or Hardware to access or use of the Software on behalf of Customer upon such employees', agents' and contractors' agreement to access or use the Software in accordance with the limitations set forth in this EULA, and subject to a non-disclosure agreement which is at least as protective as the obligations set forth herein. Customer will take appropriate action, by instruction, agreement, or otherwise, with the persons permitted access to the Software and related Documentation to enable Customer to satisfy its obligations under this EULA.

V. MAINTENANCE AND SUPPORT

- a. As set forth in the Customer's Purchase Order, Fidelis will provide maintenance and support for the Product to the extent available and as set forth in the "Maintenance and Support Agreement" at the time the Purchase Order is accepted by Fidelis. The current version of the "Maintenance and Support Agreement" is attached hereto and available online at https://www.fidelissecurity.com/contracts/maintenance_and_support_agreement.html. In the absence of a separate purchase of support in accordance with the foregoing, Fidelis has no obligation to provide Software Updates or technical support under this EULA.
- b. As a part of maintenance and support services, for certain Products, Fidelis may make available to Customer certain dynamic information related to security threats ("Feeds") for use in connection with the Products. Customer will have the option to configure the Product to accept these feeds or not. In connection with accepting Feeds and except as provided in Section V.c. below, Customer also acknowledges that certain statistical and/or aggregate information ("Information") related to use of the Feeds will be provided to Fidelis by the Product in an automated manner. The Product is configured to permit Customer to view the information that is provided. In the case of the Fidelis XPS Vector Products, the acceptance of the Feeds and the provision of the Information to Fidelis is not optional. By using the Product, including the Fidelis XPS Vector Products, configured in the manner that allows delivery of Feeds, except in accordance with Section V.c. below, Customer acknowledges that such Information will be provided to Fidelis and consents to the same.
- c. Notwithstanding the foregoing, if Customer purchases a "No Feedback" license or an "Air Gap" license pursuant to a valid Purchase Order, Customer may opt out of providing Information while accepting Feeds.
- d. Customer acknowledges that submissions to the Fidelis cloud-based malware detection and analysis capability ("Submissions") will be sent to Fidelis' malware analysis partner for analysis and will become the property of Fidelis and Fidelis' malware analysis partner. Customer agrees to allow Fidelis and Fidelis' malware analysis partner to use and share Submissions and information about Submissions without limitation, except that Submissions marked as Private will not be voluntarily shared with third parties. All Submissions sent from Fidelis XPS systems will be marked as Private by default.

VI. CONFIDENTIALITY

Customer acknowledges that the Product and the Documentation contain proprietary and confidential information of Fidelis ("Confidential Information"). Confidential Information does not include (i) information already known to or independently developed by Customer; (ii) information in the public domain through no wrongful act of Customer; or (iii) information Customer received from a third party who is free to disclose it. With respect to the Confidential Information, Customer hereby agrees that Customer shall at no time use such Confidential Information except in connection with the exercise of its license rights n or disclose it to any person or entity except as may be required by law---, and shall use at least the same degree of care in safeguarding the Confidential Information as Customer uses in safeguarding Customer's own confidential information, but in no event less than a reasonable standard of care. Customer shall immediately notify Fidelis of any inappropriate use or disclosure of Confidential Information.

VII. TERM AND TERMINATION

This EULA shall remain effective until terminated in accordance herewith. For a Subscription License, the term of this EULA shall end at the end of the applicable term of such license as indicated in the Applicable Purchase Order. Customer may terminate this EULA by destroying and/or returning to Fidelis all copies of the Product. Upon termination or expiration of this EULA, the licenses granted hereunder shall terminate effective immediately and Customer shall promptly cease all use of the Product, destroy and/or return to Fidelis all copies of the Product, return, any Confidential Information (including all print copies thereof) in Customer's possession or control, destroy all electronic copies of the Confidential Information, and certify that Customer has complied with the foregoing requirements.

VIII. LIMITED WARRANTY AND WARRANTY DISCLAIMERS

- a. Fidelis warrants that for a period of ninety (90) days from shipment of the Product to Customer, the Product will perform substantially in accordance with its applicable Documentation. This warranty does not apply if the Software has been altered, except by Fidelis, or has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Fidelis. This limited warranty extends only to Customer as the original licensee of the Software and may be enforced solely by Customer.
- b. Customer's sole and exclusive remedy and the entire liability of Fidelis and its suppliers under this limited warranty will be, at Fidelis' option, repair or replacement of the Product or the component thereof that is not in compliance with the warranty,

or a refund of that portion of the purchase price allocable thereto by Fidelis, provided that Fidelis shall have received from Customer during the applicable warranty period written notice of the alleged warranty breach.

- c. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE PRODUCT IS PROVIDED AS IS, AND FIDELIS DISCLAIMS ALL WARRANTIES REGARDING THE PRODUCT, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TIMELINESS, ACCURACY, COMPLETENESS, RESULTS, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. FIDELIS DOES NOT WARRANT THAT THE PRODUCT WILL MEET CUSTOMER REQUIREMENTS, THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR FREE FROM ALL DEFECTS OR ERRORS, OR THAT THE PRODUCT WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE PROVIDED BY THIRD PARTIES. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FIDELIS, ITS EMPLOYEES, DISTRIBUTORS OR RESELLERS SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF FIDELIS' LIABILITY HEREUNDER. FIDELIS DOES NOT WARRANT OR GUARANTEE THE SECURITY OF CUSTOMER'S COMPUTER SYSTEMS OR DATA, OR THAT CUSTOMER'S COMPUTER SYSTEMS ARE IMMUNE FROM HARMFUL OR UNAUTHORIZED EXTRUSIONS, INTRUSIONS, OR ANY OTHER SECURITY EXPOSURES.

IX. LIMITATION OF LIABILITY

- a. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL FIDELIS, ITS LICENSORS, RESELLERS OR DISTRIBUTORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF GOODWILL, LOST OR DAMAGED DATA, LOSS OF SOFTWARE, DOWNTIME OR COSTS OF SUBSTITUTE PRODUCTS) ARISING FROM THE LICENSE, DELIVERY AND/OR USE OF THE SOFTWARE OR ANY OTHER ACT OR OMISSION OF FIDELIS IN CONNECTION WITH THIS EULA REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF FIDELIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b. **IN NO EVENT WILL FIDELIS BE LIABLE FOR DAMAGES HEREUNDER IN EXCESS OF AGGREGATE AMOUNTS ACTUALLY RECEIVED BY FIDELIS IN CONNECTION WITH THIS EULA. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.**
- c. **THE LIMITATIONS IN THIS SECTION SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

X. INFRINGEMENT CLAIMS

Subject to the exclusions set forth below in this section, Fidelis will defend, at its expense, any third party claim, suit or proceeding ("Claim") brought against Customer alleging that the Products, in the form delivered by Fidelis to Customer, infringe a United States copyright or trade secret of such third party and will pay directly or indemnify Customer for all damages and costs finally awarded against Customer regarding such Claim or amounts agreed to in a monetary settlement of such Claim provided in each case that Customer (a) notifies Fidelis promptly of the Claim; (b) cooperates fully with Fidelis in the defense of such Claim; and (c) permits Fidelis to participate in the defense and settlement of such Claim, provided, however, that only the United States Department of Justice or its designees may represent the Ordering Activity in such litigation. If Customer's further distribution of the Products as authorized hereunder is enjoined or if Fidelis believes it is commercially practicable to do so, Fidelis may, at its sole election and expense: (i) obtain for Customer the right to continue using the Products; (ii) replace the Products with non-infringing, functionally equivalent Products; (iii) modify the Products so they become non-infringing, or (iv) terminate this EULA and all licenses granted hereunder and refund Customer a pro-rated portion of any prepaid license fees, amortized on a straight line basis over three years from the license purchase date. Fidelis, its resellers or distributors hold no liability hereunder with respect to any claim: (i) relating to software contained with the Product or provided by Fidelis that is proprietary to a third party, (ii) that is based upon or results from the combination of Products with equipment, devices, firmware or software not furnished by Fidelis, where the alleged infringement relates to such combination (iii) that results from any modification of Products after delivery (other than by Fidelis); (iv) attributable to changes or customizations to the Products made at Customer's direction, or (v) occurring after failure by Customer to install or have installed changes or revisions or updates in accordance with Fidelis' instructions, where such changes or revisions would have cured the infringement. This Section states the exclusive remedy of Customer and liability of Fidelis, its distributors and resellers with respect to claims of infringement of any intellectual property rights.

XI. COMPLIANCE WITH LAWS

Customer shall comply, at its sole expense, with all applicable Federal laws of the United States and regulations and rules relating to its use of the Product, including without limitation privacy, security and employment laws.

XII. GENERAL

- a. *Independent Contractors.* The relationship between Fidelis and Customer established by this EULA is that of independent contractors, and nothing contained in this EULA shall be construed as creating a partnership, joint venture or agency relationship, or as granting a franchise.
- b. *Survival.* Any provision of this EULA which contemplates performance or observance subsequent to any termination or expiration of this EULA (in whole or in part) shall survive any termination or expiration of this EULA (in whole or in part, as applicable) and continue in full force and effect.
- c. *Governing Law and Jurisdiction.* This EULA is governed by the Federal laws of the United States, without reference to its conflict of law principles and without regard to the U.N. Convention on Contracts for the International Sale of Goods. The Uniform Computer Information Transactions Act does not apply to this EULA.
- d. *Waiver.* A waiver of any breach or default under this EULA shall not constitute a waiver of any other right for subsequent breach or default.
- e. *Language.* The original of this EULA has been written in English. The parties hereto waive any statute, law, or regulation that might provide an alternative law or forum or to have this EULA written in any language other than English.
- f. *Severability.* The provisions of this EULA are declared to be severable. If any provision of this EULA is held to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect.
- g. *Headings.* Headings in this EULA are included for reference only and shall not constitute a part of this EULA for any other purpose.
- h. *Government End Users.* This provision applies whenever the Customer is the U.S. federal government. In such cases, the terms and conditions of this provision shall pertain to the Customer's use and disclosure of the Software and Documentation, and shall supersede any conflicting contractual terms or conditions. (i) The Software and Documentation is commercial computer software and documentation within the meaning of the applicable acquisition regulations (e.g., Federal Acquisition Regulation ("FAR") 2.101 or Department of Defense FAR Supplement 227.7202-3). (ii) Sections II(b), VI, VII, X, XI, XII(d), and XII(l) shall not apply to the U.S. federal government, but shall continue to apply to prime contractors and subcontractors of the U.S. federal government. (iii) Disputes with the U.S. federal government shall be subject to resolution pursuant to the Contract Disputes Act of 1978, as amended. All other provisions of this EULA remain in effect as written.

- i. *Entire EULA.* This EULA sets forth the entire EULA and understanding between the GSA MAS Contractor, acting on behalf of Fidelis, and the Customer regarding the subject matter hereof and supersedes any prior or contemporaneous representations, advertisements, statements, proposals, negotiations, discussions, understandings, or EULAs regarding the same subject matter. This EULA may not be modified or amended except by a single writing signed by both the GSA Contracting Officer and the GSA MAS Contractor.
- j. Customer hereby acknowledges that the Product is subject to export controls under the laws and regulations of the United States. Customer agrees to comply with all laws and regulations governing the use, export, re-export, and transfer of the Product and will obtain all U.S. and local authorizations, permits, or agreements required. Customer agrees not to distribute or supply the Product or any part thereof or any direct product thereof to any person or entity if Customer has reason to believe that such person or entity intends to export, re-export or otherwise take the same to, or use the same in, prohibited or embargoed countries. Customer shall obtain, at its own expense, any non-United States government consents, authorizations, approvals, filings, registrations, permits or licenses required for Customer to exercise its rights and to discharge its obligations under this EULA.

XIII. EVALUATION PRODUCT

In the event that Products provided to Customer were provided free of charge as evaluation equipment, the following additional terms will apply:

- a. *License.* The license granted in this EULA is a revocable license, for a term only of an evaluation period beginning on the date Customer signs a purchase order for the Product and ending 21 days thereafter unless otherwise specified in writing ("Evaluation Period"), and the rights granted under the license are limited to the right to use the Products (including Software and Documentation) for evaluation purposes only (subject to all other terms and conditions as set forth in this EULA).
- b. *Responsibility for Products.* Customer acknowledges that at the end of the Evaluation Period, Customer will return the Products in the same condition (subject to ordinary wear) as when delivered to Customer at the Customer's cost via overnight courier. Customer further acknowledges that it is responsible for taking such action, prior to returning Products to Fidelis, as is necessary to remove from the Products any data retained in their non-volatile storage sub-systems (hard disks). Fidelis shall have no responsibility for any data that has not been removed from the Products prior to their return to Fidelis.
- c. *Support.* During the Evaluation Period, upon request, Fidelis will provide Customer with the contact information for a Fidelis pre-sales engineer for technical support in the installation and use of the Software and the Products, and will use

commercially reasonable efforts to respond to and resolve reported problems with the Software and the Products. Notwithstanding the foregoing, Fidelis will have no obligation to resolve any reported problems or bugs during the Evaluation Period.

- d. *Disclaimers.* THE PRODUCTS ARE PROVIDED AS-IS, WITH NO REPRESENTATIONS, WARRANTIES, INDEMNITIES OR ASSURANCES WHATSOEVER. ALL DISCLAIMED WARRANTIES PURSUANT TO SECTION III(c) SHALL EQUALLY APPLY TO EVALUATION PRODUCTS.
- e. *Term.* The term of this EULA shall expire at the end of the Evaluation Period.

Fidelis Cybersecurity, Inc.

Support and Maintenance Agreement

This Support and Maintenance Agreement (“Agreement”) sets forth the agreement, terms and conditions applicable between the GSA Multiple Award Schedule (MAS) Contractor, acting on behalf of Fidelis Cybersecurity, Inc. (“Fidelis”), and the Customer (“Customer” or “User”) entity purchasing any Fidelis services of the type described herein. By issuing a purchase order for a technical support/maintenance service offered by the GSA MAS Contractor, the Customer placing such a purchase order agrees to be bound by the terms of this Agreement. The terms of this Agreement are conditioned upon Customer’s strict adherence to the Fidelis End User License Agreement (EULA). In the event of any conflict between this Agreement and the EULA, the EULA shall control.

Customer agrees and acknowledges that Customer has read and agreed to all terms and conditions contained herein. IF CUSTOMER DOES NOT AGREE WITH ALL TERMS AND CONDITIONS CONTAINED HEREIN, CUSTOMER MUST IMMEDIATELY CEASE ALL USE OF THE PURCHASED PRODUCTS AND/OR SERVICES.

In the case where Customer has purchased Fidelis products and services from a GSA MAS Contractor, all rights contained herein shall be passed through to Customer. Such entitlement is conditioned upon the level of support Customer purchased.

1. *Support Contracts; Term*

For each Fidelis Product with respect to which Customer wishes to purchase support and maintenance services as set forth herein, Customer will issue to the GSA MAS Contractor a purchase order for support (“Support PO”) for a specified term at agreed prices. (A purchase order that is considered a Support PO hereunder may also include other line items, including for product purchases, on the same purchase order.) When accepted by the GSA MAS Contractor, this Support PO will create a contract between the GSA MAS Contractor and the Customer (“Support Contract”) for provision of maintenance/support services with respect to such Product (a “Supported Product”) in accordance with the terms and conditions set forth in this Support and Maintenance Agreement. “Product” shall mean the object code copy of the proprietary Fidelis product (“Software”), and any associated Fidelis-provided hardware, together with the accompanying Documentation. "Documentation" shall mean the user guides and manuals for installation and use of the Product regardless of format.

The initial term of each Support Contract shall commence on the date of shipment of the Supported Product or the date that software is made available for download, and shall end on the date that is such number of months after such date as is indicated in the Support PO unless otherwise agreed in writing.

Fidelis will not provide services (this includes software updates including critical security fixes/ patches, software updates, threat feeds and phone or email support), under this Agreement with regard to a particular Product following the expiration date of a Support Contract (the "Expiration Date"). In order to prevent a lapse in service, the GSA MAS Contractor must receive a Support PO for renewal of service prior to the Expiration Date. By issuing a renewal Support PO in accordance with agreed prices, User can renew the Support Contract for the term indicated in the relevant Support PO, and provision of services will then continue, uninterrupted, for the term indicated, based on a term commencement date that is the day after the Expiration Date. If a Support Contract lapses without renewal, the GSA MAS Contractor, acting on behalf of Fidelis, may, at its option, decline to make services available for subsequent purchase and if it agrees to a subsequent purchase reinstate may impose an additional charge for reinstatement of service.

2. Support and Maintenance Services

Maintenance/support services generally contain three elements: (a) Software Maintenance, (b) Hardware Support and (c) Technical Support. Responsibilities as to each are as set forth below.

2.1 Software Maintenance

Fidelis will provide "Software Updates" for Fidelis Software. Depending upon the product, Software Updates may include: (i) Releases (defined as revisions and updates made generally available for commercial release by Fidelis at no charge to its customers who have purchased maintenance contracts for the Product with which the Release is to be used) or (ii) Maintenance Updates, including operating system updates for appliances. Software Updates will be made available to User electronically via Fidelis' password-protected support portal. Where appropriate, as determined by Fidelis, Fidelis may distribute Software Updates on physical media at Fidelis' sole discretion. All use of Software Updates by User is governed by the terms and conditions applicable to the Fidelis software previously licensed by User and/or the license provided with such Software Updates. ***Fidelis does not guarantee that all Software Updates will run on all Fidelis-provided hardware.*** "Software Updates" does not include any software that Fidelis, in its sole discretion, designates as a new product in that it charges its customers on maintenance separately to license such software.

Software Maintenance keeps the software up-to-date by providing access to, and the right to deploy, the latest threat intelligence updates, program versions and releases, and remote technical software support features. Software Maintenance benefits will cease upon expiration of the applicable support agreement, but may be reinstated upon payment of a reinstatement fee if not renewed prior to lapse of service.

Error Corrections and “Bug” Fixes. Fidelis shall utilize commercially reasonable effort to correct any recurring code error or “bug” in the Software that is directly attributable to Fidelis. Fidelis shall have no obligation to correct all errors and **shall not be liable for correction of errors attributable to any third party**. Customer, upon discovery of any such error shall notify Fidelis in writing and provide instructions to illustrate or reproduce the error. Any error that is corrected or “fixed” in any available version or release shall relieve Fidelis of any obligation to fix such error.

2.2 Hardware Support

As a result of its technical support services (see below), Fidelis may from time to time diagnose that a reported problem is due to a failed Fidelis hardware product. Fidelis will use the following process with regard to hardware repairs. Fidelis may only provide hardware support for up to three (3) years from the date of original shipment of a Product from Fidelis or its designee. Hardware support for older Product will be provided at Fidelis’ sole discretion.

For hardware purchased prior to April 1, 2018 (Revision H and older hardware), following completion of remote troubleshooting and problem determination, Fidelis will determine, in its sole discretion, if the issue (a) can be resolved remotely, (b) can be resolved with shipment of parts, or (c) requires an on-site service technician for resolution. If Fidelis determines that an issue requires an on-site technician and/or parts, it will initiate dispatch of the technician and/or parts for necessary repairs and resolution on a Next Business Day basis. “Next Business Day” means the following business day, based on the Fidelis business day schedule, for requests received by Fidelis prior to 2pm US Eastern Time, and the subsequent business day for requests received later in the day. Requests will only be accepted during normal Fidelis business hours (8 hours a day, Monday through Friday, excluding holidays). Outside the continental United States, Fidelis cannot guarantee availability of on-site service, and will ship parts for Next Business Day delivery, but does not guarantee arrival at the User’s location in that time frame. Arrival times will vary depending on location.

For hardware purchased after April 1, 2018 (revision I and newer), Fidelis provides parts replacement only. Any on-site services may be purchased separately.

2.3 Support Programs

Standard Support includes the services described in Sections 2.1 and 2.2 under the following parameters (Standard Support is only available on products purchased prior to January 1, 2016):

- Technical Support (as more fully described in Section 2.5) between the hours of 8AM – 6PM Eastern Time, Monday through Friday exclusive of Fidelis holidays
- Software maintenance and new releases
- Hardware service with on target goal of next day service
- 24x7 online web portal for case management, knowledgebase articles, and access to software and documentation

Premium Support (Standard Support is only available on products purchased prior to April 1, 2018)

- All the benefits of Standard Support
- 24x7x365 access to Technical Support Engineers

2.4 RMA Policy and Process

Fidelis may determine, in its sole discretion, that it is necessary to return a Product to Fidelis. In such circumstances, Fidelis will issue Customer a Return Material Authorization (RMA) Number prior to shipment. Each RMA Number will be specific to the matter giving rise to such necessity and records shall be maintained regarding the issue and processing of the Product.

Return and Repair. Fidelis will coordinate with Customer to identify the hardware issue and provide an RMA Number for the return item. Customer shall then repackage the hardware based Product in the original packaging or the packaging sent along with the replacement unit/part(s)/component(s) (Fidelis is not responsible for damage during shipping and is not covered under any part this Agreement), affix the shipping label to the product with the RMA Number notated and ship the Product to the Fidelis specified location. If Customer is located outside of the United States, Customer shall be responsible for any and all taxes, duties, fees, VAT and any other charges associated with the import of the repaired Product. Under no circumstances will Fidelis be the importer of record into Customer's country of destination. Fidelis makes no guarantee of time frame for delivery of product to Fidelis or to Customer). If Fidelis does not receive delivery of the returned Product or component to the Fidelis specified destination within

fifteen (15) calendar days following Customer receipt of the replacement Product, Customer will be invoiced for the then current list price of the replacement Product or component whichever was shipped under the applicable RMA number. For RMAs consisting of parts or components, Fidelis shall retain title to any and all parts and/or components returned.

Advance Replacement. Available only with active Premium Plus maintenance and support. Fidelis will coordinate with Customer to identify the hardware failure and provide an RMA Number for the return item. Provided that no external configuration is required, no circumstances arise outside Fidelis' control and that the RMA is issued prior to the daily cut-off shipping time, Fidelis will ship a replacement Product to Customer by the next business day (Fidelis does not guarantee next Business day arrival) arrival along with a prepaid shipping label for the return shipment. Fidelis will pay all shipping costs associated with the replacement Product except that if Customer is located outside of the United States, Customer shall be responsible for any and all taxes, duties, fees, VAT and any other charges associated with the import of the replacement Product. Under no circumstances will Fidelis be the importer of record into Customer's country of destination. Upon receipt of the replacement Product, Customer shall repackage the return Product in its original packaging, write the RMA number on the outside of the packaging and return the product under FOB destination terms except that Fidelis shall pay for the shipping (Fidelis is not responsible for damage during shipping and is not covered under any part this Agreement; title does not transfer to Fidelis until Fidelis' receipt thereof). If Fidelis does not receive delivery of the returned Product to the Fidelis specified destination within fifteen (15) calendar days following Customer receipt of the replacement Product, Customer will be invoiced for the then current list price of the replacement Product. Fidelis makes no guarantee of time frame for delivery of product to Customer or return shipment to Fidelis. Debugging of a product is to be performed on the Customer site and will not qualify for an Advance Replacement.

2.5 Technical Support

Fidelis will provide technical assistance for each Supported Product as follows:

On-line Support

Fidelis' online support center is accessible via personalized login, through Fidelis' web site, www.fidelissecurity.com/support. User agrees to keep the personalized login information highly confidential. Under no circumstances will it disclose or permit to be disclosed login information to any third party (with the exception of its own employees or contractors who need to know it in connection with this Agreement.) Information available to User in the on-line support center may include:

- Knowledge base solutions, including:
 - Frequently asked questions
 - Common problems and solutions
- Product updates and related information, including:
 - Product Documentation
 - Technical Bulletins
 - Software Updates
 - Software release notes

Live Interactive Technical Support

Fidelis support representatives will provide assistance with the diagnosis of product configuration issues and failures specific to Fidelis products.

Requests for technical support may be made via email to support@fidelissecurity.com or by telephone to the support numbers published from time to time on www.fidelissecurity.com/support.

Technical support cases will be managed based on the priorities and criteria indicated below using the associated target response and resolution objectives:

Priority	Characteristics	Response Target	Resolution Target
1	System unavailable or severely compromised; no workaround available; highest business impact	30 minutes	Fidelis will work continuously on the issue until there is a fix or an available workaround to lower the business impact
2	System operating with limited capability or potential compromise; high-moderate business impact	2 hours	Fidelis will work with Users to define workarounds and then to include a product fix in a special patch release or the next maintenance release

Priority	Characteristics	Response Target	Resolution Target
3	System operating within published capability; non-critical features may be limited; moderate business impact	4 hours	Fidelis will work with Users to define workarounds and then to include a product fix in the next maintenance release
4	System operating within published capability; low business impact	8 hours	Fidelis will include a product fix in the next maintenance release or minor release
5	Enhancement requests; very low impact to production system or impact only to test system; little or no business impact	5 days	Fidelis will work during normal business hours and within the planned release cycle to address

The above targets will apply to requests submitted by phone during business hours for legacy Standard support. However, for Support Contracts for Fidelis Premium service, Fidelis will respond to requests submitted by phone in Priority 1 cases within four (4) hours, and such calls may be submitted 24 hours a day. For requests submitted via email, Fidelis will respond by the end of the next business day. Business hours means Monday to Friday 8:00 AM to 6:00 PM, US Eastern Time, exclusive of holidays observed by Fidelis.

3. Customer Responsibilities

In order for Fidelis to provide effective technical support the User must fulfill minimum responsibilities. The items for which Users are responsible are:

Case Requests

- Detailed description of the problem including Product and serial number (if hardware based)
- Troubleshooting already performed
- System log files
- Configuration and log in details to allow Fidelis remote access

Customer Assistance

- Ensuring that either a modem (as designated by Fidelis) is installed on the User's network or Internet access is provided; and
- Providing Fidelis with all necessary authorizations for remote access by Fidelis to the User's network
- Maintaining personnel with adequate technical expertise and training to assist the Fidelis technical support center in providing troubleshooting and problem resolution.
- Reasonably cooperating with Fidelis support personnel in the diagnosis of a problem
- Maintaining an unmodified copy of all Software Updates and all related documentation, archival files and configuration files necessary to reinstall, reconfigure or reconstruct any lost, altered, or damaged software.
- Maintaining Fidelis software at the current release or no more than one release back from current release.
- Ensuring that all products are used and maintained in accordance with the applicable product documentation.
- Providing Fidelis with the location (physical address including contact name, contact phone number, address, city, state, postal code and country) by serial number of all Supported Products
- Notifying Fidelis in writing of physical moves of equipment to a new location at least ten (10) business days in advance of the move.
- Registering in accordance with Fidelis' instructions, all service, product and site information for all products to be supported.
- Nomination of specified individuals to receive feedback and support form Fidelis

INELIGIBILITY

Notwithstanding the foregoing, Fidelis shall bear no responsibility to provide support services arising from or related to:

- Customer failure to implement any and all updates made available under this Agreement

- Product environment constraints Any alteration or modification of any kind not authorized or performed by Fidelis
- Use of the product in violation of the End User License Agreement
- Damage to the product
- Unauthorized combination of the Product with any third party product

Failure to comply with any of the requirements set forth in this Section 3 could affect Customer support entitlement and Fidelis' ability to provide effective service. Fidelis shall not be held responsible and shall bear no liability where its service is affected by the Customer's failure to comply with the above obligations.

4. *Conditions and Exclusions*

4.1 *Eligibility.*

Fidelis is only obligated to provide services hereunder with regard to Supported Products that are in good operating condition at revision levels specified by Fidelis, and, for software, for products that are at the then-current or immediately preceding revision level.

4.2 *Remote Support Only.*

Fidelis is only obligated to provide services hereunder remotely and Fidelis is under no obligation to provide on-site services under this Agreement.

4.3 *Ineligibility Circumstances*

Fidelis shall not be obligated to provide services in accordance with this Agreement with regard to any defect or nonconformity caused by: (a) the combination of Fidelis products with any third-party hardware or software (other than software approved by Fidelis), or the installation of any such software on the Fidelis product platform; (b) accident, neglect, misuse, improper programming, failure of electrical power, air-conditioning, humidity control, transportation, or other than normal use or causes; (c) maintenance or repair by anyone other than Fidelis personnel or authorized Fidelis representatives; (d) modifications made to the Products by anyone other than Fidelis personnel or authorized Fidelis representatives; or (d) failure to notify Fidelis of the product defect during the term of this Agreement. If User requests that Fidelis provide service in any of the above cases, all services will be performed at Fidelis' then-current per-call or per-hour services rates.

4.4 Relocation of Products.

Fidelis assumes that Supported Products will remain in the country in which they are initially installed. Fidelis may not be able to provide all services hereunder with regard to all products in certain countries. Customer holds the sole responsibility to register with Fidelis the exact geographic location of use or each product.

4.5 Non-Fidelis Equipment.

This Agreement does not cover any services in relation to electrical or network cabling external to the Fidelis equipment or maintenance of accessories, alterations, attachments or other devices not furnished by Fidelis.

4.6 Replacement Parts.

All failed parts replaced during coverage become the property of Fidelis on an exchange basis, even if replaced on a per-call request. Replacement parts may be refurbished or contain refurbished components.

5. General Terms and Conditions

5.1 Changes.

Fidelis reserves the rights to amend, modify, or withdraw any of its maintenance or support services without notice, provided such change shall not materially impact the scope of services provided to User prior to the end of the then-current term of a Support Contract.

5.2 Software License.

User's right to use Software Updates is governed by the terms and conditions applicable to the Fidelis software previously licensed by User.

5.3 Lapsed Support

If Customer fails to renew this Agreement for any reason prior to the expiration of the then current term, the parties may elect to reinstate such support and maintenance pursuant to the terms and conditions set forth herein provided (i) that Customer agrees to pay for the time that has lapsed in addition to any renewal term and (ii) Products are in proper working condition as determined by Fidelis in its sole discretion.

5.4 Warranty.

Fidelis warrants that services hereunder will be performed in a professional and workmanlike manner with a reasonable standard of care in accordance with general industry standards. Except for the preceding warranty, to the maximum extent permitted

by applicable law, Fidelis and its suppliers disclaim all other warranties, express or implied, including, but not limited to, warranties of merchantability, satisfactory quality, non-infringement, or fitness for a particular purpose with regard to the maintenance and support services.

5.5 Confidentiality

All information provided by one party to the other in connection with services provided hereunder that is proprietary or confidential in nature and so marked by the disclosing party, or which the receiving party reasonably should understand is proprietary and confidential under the circumstances ("Confidential Information"), shall be treated by the receiving party as confidential, and the receiving party shall not disclose it to parties outside Fidelis or User or use it except as necessary in connection with performance under this Agreement. "Confidential Information" includes, without limitation, diagnostics, software and all related information and documentation, new product information, financial data, and technical data. The obligation to treat information confidentially shall not apply to information which (a) was already known to the other party prior to its disclosure by a party hereto, or (b) was publicly available at the time of its disclosure, or subsequently becomes so without violation by either party or its obligations hereunder; or (c) is rightfully received by a party from a third party without obligation of confidentiality to the other party; or (d) is independently developed by the party in receipt of such information. In the event that either party is requested or required by a court, government agency or legal process to disclose any Confidential Information of the other, such party agrees to provide prompt written notice to the other party so that the other party may seek a protective order or, in its discretion, waive compliance with the provisions of this Agreement. Each party shall provide its employees, agents and advisors with access to Confidential Information of the other party only on a "need to know" basis in connection with the parties' business relationship. Each party shall take appropriate actions (by instruction, agreement or otherwise) with those employees, agents or advisors who are permitted access to Confidential Information of the other party to assure their compliance with the terms and conditions hereof.

5.6 Limitation of Liability.

In no event will either party or their respective suppliers be liable for any special, indirect, incidental, consequential or cover damages (including any damages resulting from inaccurate or lost data or loss of use or profits) arising out of or in connection with the furnishing of services hereunder or the use or performance of Fidelis Products. Except for violation of section 5.4 above, in no event will either party's total liability for any damages in any action based on or arising out of or in connection with the services performed hereunder or this Agreement exceed the total amount paid for the

maintenance and support services for the Supported Product in connection with which the liability arose. The foregoing limitations shall not affect a party's rights and remedies under applicable intellectual property laws.

5.7 Term and Termination.

In the event of a termination by Fidelis other than for breach, Fidelis shall refund to User a portion of the maintenance fee prorated to reflect the date of termination. Any expiration or earlier termination of this Agreement does not modify or alter any of the obligations of the parties that accrued prior to such termination. The sections of this Agreement that address proprietary rights and information; warranty; export; remedies; limitation of liability; termination; interpretation of the agreement, and governing law survive any expiration or termination of this Agreement. The section entitled Software License also survives any expiration or termination provided User is not in default under this Agreement and continues to comply with the terms hereof.

5.8 Export.

User agrees not to export, directly or indirectly, any Fidelis product or related technical data or information without first obtaining any required export licenses or other governmental approvals. Without limiting the foregoing, User, on behalf of itself and its subsidiaries and affiliates agrees that it will not export, re-export, transfer, or divert any software, or technical data, or any direct product thereof, to any country to which such exports or re-exports are restricted or embargoed under United States export control laws and regulations, or to any national or resident of such restricted or embargoed countries without first obtaining all export licenses and approvals required by the United States government.

5.9 General.

The relationship of Fidelis and User is that of independent contractors. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect. Fidelis and User agree to comply with the provisions of all applicable laws, ordinances, regulations, and codes. This Agreement constitutes the complete and exclusive understanding of the parties, and supersede all prior discussions, representations and agreements regarding the subject matter hereof. In the event of a conflict or variance between any purchase order and this Agreement, the Purchase Order shall prevail. No amendment, modification or waiver of this Agreement will be effective unless approved in writing by a GSA Contracting Officer and the GSA MAS Contractor. This Agreement is governed by the federal laws of the United States without regard to its conflicts of laws principles. All notices required or provided for herein will be in writing and given by personal delivery, by overnight courier service, via

Approved by GSA 4 NOV 18

facsimile or by mail using the address as set forth in the relevant Support PO, and for Fidelis, its principal address as published or to such other address as may be substituted by notice to the other party. All notices will be effective upon receipt.