MASTER SECURITY SERVICES TERMS AND CONDITIONS

1.   Definitions

In addition to the capitalized terms defined elsewhere in these Terms and Conditions or in the Order Form to which these Terms and Conditions are incorporated by reference, the following terms shall have the meanings ascribed to them in this Section 1.

"Affiliate" of a Party means any corporation or other legal entity that such Party directly or indirectly controls, is controlled by, or is under common control with. In this context, a Party "controls" a corporation or other entity if it or any combination of it and/or its Affiliates owns more than fifty percent (50%) of the voting rights for the board of directors or other mechanism of control for such corporation or other entity;

"Agreement" has the meaning given on the Order Form to which these Terms and Conditions are incorporated by reference. More than one Order Form may incorporate these Terms and Conditions and each such Order Form and any incorporated documents, schedules, attachments, addenda and additions shall constitute a separate Agreement;

"Client Data" means Confidential Information (as defined below) of the Client including, (i) data, records, files or Confidential Information of Client including e-mail sent or received by personnel of Client and (ii) all reports generated for or by Client as a result of the provision or use of the Services, except to the extent such reports contain eSentire Intellectual Property;

"Confidential Information" means any and all information disclosed by either Party ("**Disclosing Party**") to the other ("**Receiving Party**") that is not deemed public information, that is not protected by Requirements of Law applicable to information that is Personal Information and that is marked "confidential" or "proprietary", or similar designation or which the recipient knows or has reason to know is regarded by the Disclosing Party as such, including oral information. Confidential Information does not include any information that the Receiving Party can demonstrate: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the Receiving Party; (c) has been rightfully received from a third party without restriction or disclosure and without breach by such third party of a non-disclosure obligation; (d) is independently developed by the Receiving Party; (e) has been approved for release by the Disclosing Party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the Receiving Party required to disclose the information provides prompt advance notice to enable the other Disclosing Party to seek a protective order or otherwise prevent such disclosure;

"**Contract Year**" means any consecutive twelve-month period within the Term of the Agreement;

"Encrypt" or **"Encryption"** means the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without the use of a confidential process or key;

"Intellectual Property" means (a) any rights provided under (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law or (v) any other statutory provision or common law principle applicable to this Agreement, including trade dress and trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing;

"**Order Form**" means an ordering document specifying the Services to be provided to Client, including any amendments and supplements thereto; "Party" means the Client and eSentire, Inc. ("eSentire"), each a Party and together the Parties;

"Personal Information" means information that can be used on its own or in combination with other information to identify, contact, or locate a particular individual, including but not limited to, name, address, telephone number, email address, IP address, place of birth, mother's maiden name, sexual orientation, social insurance or social security numbers, credit history and score, financial records, password and login information, biometric data, medical records, health insurance number, employment information and driver's license number, as applicable and/or as defined and protected by Requirements of Law;

"**Product Publisher**" means the publisher of any third-party software utilized as part of the Services;

"Requirements of Law" mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with any government authority, agency, body or department, whether federal, provincial, state, municipal or law of a jurisdiction outside Canada or the U.S. that now or at any time hereafter may be applicable to the Agreement, the Services, or any part of them (including all applicable privacy and data protection laws);

"**Reseller**" means a third party who is authorized by eSentire to resell eSentire Services to its customers on the terms of this Agreement;

"**Services**" means the services specified in an Order Form;

"**Services Catalogue**" means the service catalogue available at https://contracts.esentire.com/esentire-services-catalogue/;

"**SOC**" means the eSentire Security Operations Center; and

"**Systems**" means any combination of hardware and software, including without limitation any telecommunication lines or other networking devices used to link such combination of hardware and software.

2.   Services, License Grants and Restrictions

2.1   Services. eSentire shall provide to Client the Services as set forth in the Order Form during the Term. eSentire personnel shall remain under the direction and control of eSentire.

2.2   Usage Restrictions. Except as expressly permitted by eSentire, Client will not (and will not allow any third party to): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, or underlying structure, ideas, or algorithms of the software provided or used by eSentire in delivering the Services ("Software") or the Services; (ii) copy or duplicate the Software or modify, translate, or create derivative works based on the Software; (iii) rent, lease, distribute, sublicense, resell, pledge, assign, or otherwise transfer, provide access to or encumber rights to Software or the other Services; or (iv) use the Services or Software for service bureau purposes or otherwise for the benefit of a third party. Client will use the Services solely in compliance with all Requirements of Laws.

2.3   Ownership and Use of Client Data. eSentire expressly acknowledges and agrees that as between Client and eSentire, Client is the owner of and has exclusive rights, title and interest in and to Client Data. eSentire shall have the right to access and use such Client Data solely (i) as necessary to provide the Services, and (ii) for trend analysis that may assist eSentire in the provision of its services in its business generally; provided that no such trend analysis shall result in the disclosure of any Personal or Confidential Information about or from Client or its employees or customers.

2.4   Freedom to Use Ideas.   The ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed during the course of this Agreement by eSentire and/or eSentire personnel may be used by eSentire without limitation, including by or for its clients or customers other than Client, notwithstanding anything to the contrary contained in this Agreement.

2.5   Retention of Rights. Except for the rights expressly granted under this Section 2, eSentire retains all right, title, and interest in and to all Software, eSentire Equipment, Services, and all Intellectual Property created, used, or provided by eSentire to Client pursuant to this Agreement. eSentire will also own all right, title, and interest in and to all modifications or derivatives of, and improvements to Software, eSentire Equipment and Services. Client acknowledges that nothing contained herein will constitute an assignment or transfer of any such eSentire's Intellectual Property to Client.

2.6   Update of the Services. eSentire reserves the right to make changes or updates to components of the Services if such components are no longer supported or made available by eSentire. In the event that such a change or update materially adversely impacts Client's use of such Services, and eSentire cannot reasonably mitigate the impact of such change or update within thirty (30) days of Client notifying eSentire in writing of such material adverse impact, then Client may, following such 30-day rectification period, terminate the affected Service upon provided sixty (60) days prior written notice to eSentire.

2.7   Client Responsibilities. Client hereby agrees to its obligations set out in the Service Catalogue applicable to the Services it has ordered pursuant to this Agreement.

3.   Fees and Payment Terms

3.1   Fees.   The fees for Services are set forth on the Order Form (the "**Fees**") If Client requests or eSentire recommends additional services, the Parties will execute a separate Order Form for such additional services.

3.2   Invoicing. eSentire will invoice Client or Reseller as applicable, at such intervals and terms as indicated in the Order Form and Client agrees to pay all invoices upon receipt. If Client in good faith believes that eSentire has billed Client incorrectly, Client must notify eSentire in writing no later than thirty (30) days after the date of such The Parties shall cooperate in good faith to resolve any billing concern raised by Client within thirty (30) days after Client notifies eSentire. eSentire reserves the right to charge interest at the rate of the lesser of (i) 1.5% per month or part of a month, or (ii) the maximum amount allowed by law, in respect of invoiced amounts that have remained unpaid for more than thirty (30) days from the date of such invoices. If eSentire pursues collection efforts against Client due

to Client's failure to pay Fees due under this Agreement, Client will pay eSentire's reasonable costs of collection, including any legal fees related thereto.

3.3   Taxes. All Fees are exclusive of any taxes, levies, duties or similar governmental assessments of any nature including, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Client is responsible for self-assessment of and self-remission of any and all Taxes associated with this Agreement to the applicable collecting agency or party. In the event that eSentire pays Taxes on behalf of the Client, the Client will reimburse eSentire for its payment of all Taxes, fees or assessments imposed by any governmental authority upon the services provided hereunder to Client (excluding taxes based upon eSentire's income).

3.4   Suspension of Services. eSentire reserves the right, but assumes no obligation, to suspend performance of the Services with immediate effect in the event Client is more than thirty (30) days overdue in payments that have not been disputed in good faith by Client.

4.   Warranties

4.1   Mutual. Each Party represents and warrants to the other that it has the right to enter into this Agreement, and that the consent of no other person or entity is necessary for it to enter into or fully perform this Agreement.

4.2   eSentire Warranties. eSentire represents, warrants and covenants to Client as follows: the Services will be performed by qualified personnel in a good, workmanlike, professional manner and substantially in accordance with the applicable service description provided in the Services Catalogue;

(a)   it is not under any contractual obligation that would preclude it from entering into this Agreement or providing the Services hereunder;

(b)   it is the owner or licensee of the Software used in providing the Services and has all rights necessary granted herein to perform its obligations hereunder. In the event that the Software is held to or believed by eSentire to infringe third party Intellectual Property, Client's sole remedy shall be Section 14.1;

(c)   in performing its obligations under this Agreement, it will comply with all data protection laws applicable to eSentire (which, for the avoidance of doubt, excludes any laws exclusively applicable to Client) and will use the same efforts to safeguard and prevent the misuse of all Personal Information disclosed to it under this Agreement or in the course of providing the Services as it does in protecting its own Confidential Information;

(d)   neither this Agreement nor the performance of or exercise of rights under this Agreement will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation (whether or not existing at the Effective Date) to which eSentire is a party or by which it may be bound, or constitute a default thereunder; and

(e)   deliverables shall conform substantially to the specifications for the same, if any, set out in the Services Catalogue.

4.3   Client Warranties. Client represents, warrants and covenants to eSentire as follows:

(a)   it exists under the laws of its own jurisdiction and is not under any contractual obligation that would preclude it from entering into this Agreement or granting access to eSentire as provided herein to provide the Services;

(b)   in accessing and using the Services and in otherwise conducting its obligations under this Agreement, Client will comply with all applicable Requirements of Law in performing its obligations under this Agreement and all applicable export and encryption laws and regulations and will not provide or provide access to a decryption key to eSentire;

(c)   Client has all rights necessary to provide eSentire with access to Client Data and Systems for use in accordance with the terms of this Agreement, eSentire's use of any Client Data in accordance with the terms of this Agreement will not violate the rights of any third party; and

(d)   neither this Agreement nor the performance of or exercise of rights under this Agreement will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation (whether or not existing at the Effective Date) to which Client is a party or by which it may be bound, or constitute a default thereunder.

4.4   EXCEPT AS EXPRESSLY SET FORTH IN this agreement, each party hereby specifically disclaims all other representations and warranties with respect to the subject matter of this agreement, express or implied, including, the implied warranties of merchantability and fitness for a particular purpose. Client hereby acknowledges and

agrees that, while eSentire will use its best efforts to detect inappropriate or unauthorized traffic or content within Client's systems and network, due to the nature of the Internet and its users, eSEntire does not warrant that it will be able to detect all such content and traffic.

5.   Managed Risk Services Provisions

This Section 5 shall only apply to Managed Risk Services provided by eSentire to Client.

5.1   All intrusions effected by eSentire as part of the Managed Risk Services will be limited solely to those necessary to perform the Managed Risk Services.

5.2   The Managed Risk Services will not introduce or cause to be introduced into Client's systems and networks any self-replicating or non-self-replicating computer codes, commands, routines or like data or entries that perform an undesired activity (sometimes referred to in industry parlance as a "virus").

5.3   Client agrees and acknowledges that in the course of providing the Managed Risk Services, eSentire will attempt and may breach Client's security systems and other technology assets. Accordingly, on the condition that eSentire performs the Managed Risk Services in accordance with this Agreement, Client agrees to allow such invasive techniques to be performed in connection with the Managed Risk Services and further agrees not to hold eSentire, its employees, or agents liable for any security breaches in connection with the provision of the Managed Risk Services. For the purposes of the foregoing, security breaches include (i) incidents of unauthorized access to Client's systems, whether temporary or permanent, full or partial, (ii) corruption of Client's data, and/or (iii) temporary or permanent unavailability of Client's security systems and other technology assets.

6.   Endpoint Services (formally referred to as esENDPOINT) Provisions

This Section 6 shall only apply to esENDPOINT Services provided by eSentire to Client.

6.1   **Acknowledgements**: Client acknowledges that: (i) the Endpoint Services related Order Form is concluded solely between eSentire and Client, and that Product Publisher is not a party to the Order Form; (ii) eSentire is solely responsible to the Client for the Services, including the Product; (iii) Product Publisher has no liability directly to Client, and Client will seek any remedies to which it may be entitled under the Order Form solely against eSentire, and any provisions of the Order Form regarding the limitation of Product Publisher's liability shall survive expiration or termination of the Order Form indefinitely; (iv) the Client may not, and may not help or assist others, to reverse engineer, reverse compile, modify or create derivative works of the Product, sublicense the Product or use the Product other than as expressly permitted by the Order Form; (v) eSentire is solely responsible for providing any maintenance and support services to the Client, and the Client acknowledges that the Product Publisher has no obligation to furnish any maintenance and support services directly to the Client; and (vi) promptly upon expiration or termination of the Order Form, the Client will delete all copies of the Product and all related materials, and at Product Publishers' request (via eSentire), the Client must agree to certify the destruction and return of the Product and related materials.

6.2   **Scope of Use**: The Client is entitled use the Product solely as part of the Endpoint Services, in object code and cloud service form, for Client's internal use only.

6.3   **Warranty**: eSentire is solely responsible for any product warranties, whether express or implied by law, and for all liability from and to Client arising out of eSentire 's implementation and use of the Endpoint Services.

6.4   **Export and Import Compliance; U.S. Government Rights**: The Client acknowledges and agrees that: (i) the Product will not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"); (ii) the Product may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000; (iii) the Client acknowledges and agrees that the Product is "commercial computer software" or "commercial computer software documentation", and that absent a written agreement to the contrary, the U.S. Government's rights with respect to such Product are limited by the terms of the Endpoint Addendum, pursuant to FAR§ 12.212(a) and/or DFARS § 227.7202-l(a), as applicable.

6.5   T**hird Party Beneficiary**: The Client acknowledges and agrees that the Product Publisher is a third-party beneficiary of the Order Form with respect to Endpoint Services only, with full power and authority to enforce the Order Form solely with respect to Endpoint Services against the Client as a third-party beneficiary thereof. For the

avoidance of doubt, the Client shall not be third party beneficiaries under the Order Form with respect to the Product Publisher.

7. **Managed Vulnerability Service – Cloud, Co-managed (MVS) and Managed Vulnerability Service – On prem (MVS On Prem) Provisions**

This Section 7 shall only apply to MVS and MVS On Prem Services provided by eSentire to Client. Client agrees and acknowledges that in the course of providing the MVS and MVS On Prem Services, eSentire will run automated vulnerability scans of Client's systems and other technology assets. Accordingly, on the condition that eSentire performs the MVS and MVS On Prem Services in accordance with this Agreement, Client agrees to allow such techniques to be performed in connection with the MVS and MVS On Prem Services and further agrees not to hold eSentire, its employees, or agents liable for any security breaches in connection with the provision of the MVS and MVS On Prem Services. For the purposes of the foregoing, security breaches include (i) incidents of temporary or permanent, full or partial, corruption of Client's data, and/or (ii) temporary unavailability of Client's systems and other technology assets.

8. **Log Service (formally referred to as esLOG) Provisions**

This Section 8 shall only apply to Log Services (via Sumo Logic) provided by eSentire to Client.

8.1   Client will not, directly or indirectly, and will not permit or enable any third party to: (i) input, upload, transmit or otherwise provide to or through the software any information or materials that are unlawful or injurious or contain, transmit or activate any malicious code; (ii) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede in any manner the software, in whole or in part; (iii) access or use the software for purposes of competitive analysis of the Services, the development, provision or use of a competing software service or product or any other purpose that is to eSentire's or the Product Publisher's detriment or commercial disadvantage; or (iv) use the software other than in accordance with the Log Service product description and the Terms and Conditions.

8.2   Client hereby grants to eSentire and its Product Publishers: (A) a non-exclusive, royalty-free, worldwide, transferrable, sub-licensable license and right to use, copy, modify, create derivative works of, and disclose data, information or other material provided, uploaded or submitted by Client in the course of receiving the Log Services for internal purposes and for purposes of providing the Log Services; and (B) a non-exclusive, irrevocable, perpetual, royalty-free, full paid-up, worldwide, transferable, sub-licensable license and right to generate anonymized data for any business purposes (including, without limitation, for purposes of eSentire or its Product Publisher, improving, testing, operating, promoting and marketing products and services).

8.3   Client acknowledges and agrees that eSentire and its Product Publishers, may anonymize and use Client's Anonymized Data, combine Client's Anonymized Data with data from other sources to an aggregate dataset, and use the resulting information for business and analytic purposes. Anonymized Data means data that has had all Client and Personally Identifiable Information ("PII") removed. eSentire may share Anonymized Data with third parties for business and analytic purposes. eSentire will not disclose Client's Anonymized Data in any manner that would identify Client as the source of the data. The aggregate Anonymized Data will be separated from Client's data.

8.4   Client will cooperate with Sumo Logic in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required and taking such other actions as Sumo Logic may reasonably request. Client will also cooperate with Sumo Logic in establishing a password or other procedures for verifying that only designated employees of Client have access to any administrative functions relating to the Services.

8.5   Unless otherwise specified by Sumo Logic, Client will use Sumo Logic's then-current names, marks, logos, and other identifiers for the Services and Software ("Trademarks") and Sumo Logic designated intellectual property related notices in and for the Services and Software and Company's advertising and promotional materials for such Services, provided that Client will: (a) only use Trademarks in the form and manner, and in accordance with the quality standards and usage guidelines that Sumo Logic specifically prescribes and only in connection with the Integrated Product, the Services and/or Software; and (b) upon termination of this Agreement for any reason, immediately cease all use of the Trademarks. None of Client or any affiliate will (a) otherwise brand the Services or Software or (b) otherwise use or register (or make any filing with respect to) any trademark, name or other designation relevant to the subject matter of this agreement anywhere in the world, whether during or after the term of this Agreement or (c) contest anywhere in the world the use by or authorized by Sumo Logic of any trademark, name or other designation relevant to the subject matter of this Agreement or any application or registration therefore, whether during or after the term of this Agreement.

8.6   Client acknowledges and agrees that the Services and Software operate on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third Party Services") For purposes of clarification these Third Party Services include applications and the like that are not incorporated into the Sumo Logic Service directly, and consist of applications such as third party collection devices and the like. Sumo Logic is not responsible for the operation of any Third Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Client is solely responsible for procuring any and all rights necessary for it and its Clients to access Third Party Services and for complying with any applicable terms or conditions thereof. Sumo Logic does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Client and a third party provider is solely between Client and such third party provider and is governed by such third party's terms and conditions.

8.7   Client agrees that during the term of this Agreement and for a period of one (1) year after the termination thereof it shall not solicit or assist anyone else to solicit any person who is then or at any time during the then preceding year was an employee or consultant of Sumo Logic.

8.8   Each party agrees that it shall not make, or cause to be made, any untrue statement or communicate any untrue information (whether oral or written) that disparages or reflects negatively on the Services, Software, Sumo Logic or Client as the case may be or its management or employees. This paragraph shall not, however, prohibit any party from testifying truthfully as a witness in any court proceeding or governmental investigation.

8.9   During the term of this Agreement, each party agrees that it shall not embed or utilize with the other party's Product in any service substantially similar in functionality to or identical in functionality to the Services, including selling such substantially similar or identical services into existing customers of the other party, unless agreed to by the parties. Client shall not displace any pre-existing customers of Sumo Logic with the Integrated Product, unless agreed to in writing by Sumo Logic.

9.   Managed Endpoint Defense Provisions

This Section 9 shall only apply to Managed Endpoint Defense Services provided by eSentire to Client.

9.1   **Acknowledgements**: Client acknowledges that: (i) the Managed Endpoint Defense Services related Order Form is concluded solely between eSentire and Client, and that Product Publisher is not a party to the Order Form; (ii) eSentire is solely responsible to the Client for the Services, including the Product; (iii) Product Publisher has no liability directly to Client, and Client will seek any remedies to which it may be entitled under the Order Form solely against eSentire, and any provisions of the Order Form regarding the limitation of Product Publisher's liability shall survive expiration or termination of the Order Form indefinitely; (iv) the Client may not, and may not help or assist others, to reverse engineer, reverse compile, modify or create derivative works of the Product, sublicense the Product or use the Product other than as expressly permitted by the Order Form; (v) eSentire is solely responsible for providing any maintenance and support services to the Client, and the Client acknowledges that the Product Publisher has no obligation to furnish any maintenance and support services directly to the Client; and (vi) promptly upon expiration or termination of the Order Form, the Client will delete all copies of the Product and all related materials, and at Product Publishers' request (via eSentire), the Client must agree to certify the destruction and return of the Product and related materials.

9.2   **Scope of Use**: The Client is entitled use the Product solely as part of the Managed Endpoint Defense Services, in object code and cloud service form, for Client's internal use only.

9.3   **Warranty**: eSentire is solely responsible for any product warranties, whether express or implied by law, and for all liability from and to Client arising out of eSentire 's implementation and use of the Managed Endpoint Defense Services.

9.4   **Export and Import Compliance; U.S. Government Rights**: The Client acknowledges and agrees that: (i) the Product will not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"); (ii) the Product may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000; (iii) the Client acknowledges and agrees that the Product is "commercial computer software" or "commercial computer software documentation", and that absent a written agreement to

the contrary, the U.S. Government's rights with respect to such Product are limited by the terms of the esENDPOINT Addendum, pursuant to FAR§ 12.212(a) and/or DFARS § 227.7202-l(a), as applicable.

9.5 **Third Party Beneficiary**: The Client acknowledges and agrees that the Product Publisher is a third-party beneficiary of the Order Form with respect to Managed Endpoint Defense Services only, with full power and authority to enforce the Order Form solely with respect to Managed Endpoint Defense Services against the Client as a third-party beneficiary thereof. For the avoidance of doubt, the Client shall not be third party beneficiaries under the Order Form with respect to the Product Publisher.

10.   Supply of Software and Hardware

10.1 To provide the Services, certain hardware and embedded proprietary software of eSentire ("**eSentire Equipment**") may be installed at Client's premises as set forth in the Order Form. All such eSentire Equipment shall, at all times, be considered to be personal property of eSentire and its licensors and not a part of Client's premises. Client shall take all reasonable action to protect the eSentire Equipment from theft, damage or destruction as if such hardware and software were owned by Client.

10.2 With the Client's consent, eSentire, or its authorized third parties, may during normal business hours, upon reasonable notice, enter upon Client's premises and remove the eSentire Equipment, provided that such removal is not disruptive to the provision of the Services.

10.3 Client shall not place or allow any lien or other encumbrance to be placed on such eSentire Equipment. Client will not remove the eSentire Equipment from its premises without the prior written consent of eSentire. Client authorizes eSentire to file any and all appropriate documentation without Client's signature to acknowledge eSentire's ownership of such eSentire Equipment

11.   Term and Termination

This Agreement will commence on the Order Form Effective Date and will continue unless otherwise terminated as described in this Section 11 (the "**Term**"). The termination of an Agreement shall not terminate any other Order Form incorporating these Terms and Conditions.

11.1   Termination for Breach. Without prejudice to any other rights or remedies which it may have, either Party may terminate this Agreement if the other Party fails to cure a material breach of this Agreement and such material breach remains uncured thirty (30) days after receiving written notice of the breach. For the avoidance of doubt, the cure period shall not apply to Client failing to pay Fees due under this Agreement, and eSentire may immediately terminate this Agreement in the event Client fails to pay Fees due under this Agreement. Without prejudice to any other rights or remedies which it may have, either Party may terminate this Agreement if the other Party fails to cure a material breach of this Agreement and such material breach remains uncured thirty (30) days after receiving written notice of the breach. For the avoidance of doubt, the cure period shall not apply to Client failing to pay Fees due under this Agreement, and eSentire may immediately terminate this Agreement in the event Client fails to pay Fees due under this Agreement.

11.2   Termination upon Discontinuing of Services. In the event eSentire, in its sole discretion, elects to discontinue any Service, eSentire may elect to terminate the portion of this Agreement applicable to such discontinued Service(s).

11.3   Insolvency. A Party may also terminate this Agreement immediately by notice to the other party (i) if the other Party is declared insolvent or bankrupt; or (ii) if a petition is filed in any court to declare the other Party bankrupt or for a reorganization under bankruptcy law or any similar statute and such petition is not dismissed in sixty (60) days or if a trustee in bankruptcy or a receiver or similar entity is appointed for the other party or (iii) or such other Party has been unable to reasonably satisfy the other that it is able to perform its obligations in accordance with this Agreement and with no adverse impact to the other Party.

11.4   Termination of Reseller Arrangements. Where Client receives Services through a Reseller, if eSentire terminates the engagement of the Reseller, Client will be provided the option to receive the Services directly from eSentire with effect from the effective date of termination of the reseller arrangement.

12.   Effect of Termination

12.1   In the event eSentire terminates this Agreement pursuant to Section 11.1, eSentire may terminate any and all other Order Forms between eSentire and Client with immediate effect, upon written notice to Client.

12.2   Upon termination or expiration of this Agreement, all rights granted in this Agreement will revert to the granting Party, all licenses will terminate and Client's access to or use of the Services will immediately terminate. All accrued rights to payment under this Agreement will survive termination of this Agreement.

12.3   Upon termination or expiration of this Agreement, Client will delete all copies of the Endpoint Product and all related materials. If Client received physical media (such as a CD or flash drive) containing the Endpoint Product or the Managed Endpoint Defense product, Client shall promptly return the physical media to eSentire. At eSentire's request, Client agrees to certify the destruction and return of the Product and related materials.

12.4   Within thirty (30) days of any termination or expiry of this Agreement, each Party will return to the other Party or destroy all Confidential Information of the other Party at the receiving Party's option.

12.5   Within thirty (30) days of termination or expiry of this Agreement, Client shall return the eSentire Equipment to eSentire, at Client's expense. If such eSentire Equipment is not delivered within thirty (30) days of the termination of the Agreement, eSentire may charge Client a replacement cost per sensor in respect of the replacement of the eSentire Equipment.

13.   Liability Limitations

EXCEPT FOR LOSSES ARISING (A) AS A RESULT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, OR (B) PURSUANT TO SECTION 14, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (I) EACH PARTY'S LIABILITY FOR ANY LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, DEFICIENCIES, COSTS OR EXPENSES, INCLUDING THE REASONABLE FEES AND REASONABLE EXPENSES OF LEGAL COUNSEL, ACCOUNTANTS OR OTHER EXPERTS AND PROFESSIONAL ADVISERS (COLLECTIVELY, "LOSSES"), ARISING FROM OR RELATING TO THIS AGREEMENT, OR THE PROVISION OF THE SERVICES HEREUNDER, SHALL NOT EXCEED THE AMOUNT PAID IN THE PRIOR SIX MONTH PERIOD (OR, IN CLIENT'S CASE, PAYABLE) BY CLIENT TO ESENTIRE FOR THE SPECIFIC SERVICE TO WHICH SUCH CLAIMS RELATE; AND (II) REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY (INCLUDING BREACH OF STATUTE, REGULATION OR CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY: INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (EVEN IF THE PARTY CAUSING SUCH LOSS OR DAMAGE HAS BEEN ADVISED OR HAD KNOWLEDGE OF THE POSSIBILITY OF SAME OR COULD HAVE REASONABLY FORESEEN SAME), INCLUDING LOST BUSINESS REVENUE, LOSS OF PROFITS OR FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS). FOR GREATER CERTAINTY, WHERE CLIENT RECEIVES SERVICES THROUGH A RESELLER, ESENTIRE WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER IN RESPECT OF ANY ACTS, OMISSIONS, REPRESENTATIONS OR WARRANTIES PROVIDED BY RESELLERS. THE PARTIES AGREE THAT THIS SECTION 13 REPRESENTS A REASONABLE ALLOCATION OF RISK.

14.   Indemnities

14.1   <u>eSentire Indemnity</u>. eSentire will defend, indemnify and hold Client harmless from and against all third party claims (and all resulting damages awarded) to the extent arising from infringement by the Services of any Intellectual Property of a third party (a "**Third Party IP Claim**"). Notwithstanding the foregoing, eSentire will have no liability for any Third Party IP Claim which is due in whole or in part to: (i) modifications of the technology, providing the Services other than by eSentire or by another party at the direction or instruction of eSentire including any portion of the Software or hardware provided to Client as part of the Services; or (ii) any willful misconduct or fraudulent action of a third party. Client may retain counsel at its own expense to participate in the defense and settlement of any Third Party IP Claim. eSentire shall have total control over all negotiations for the settlement or compromise of a Third Party IP Claim, which eSentire is required to defend and/or handle under this Section 14.1. For greater certainty, eSentire shall obtain Client's written consent to settle any Third Party IP Claim that attributes liability to Client. In the event that the Services, including the eSentire Equipment, are held to or believed by eSentire to infringe any third party Intellectual Property, eSentire will have the option to: (x) replace or modify the Services to be non-infringing, provided that such modification or replacement provides substantially similar features and functionality; (y) obtain for Client the right to continue using the Services; or (z) if both (x) and (y) are not reasonably practicable, terminate this Agreement and refund to Client the prorata portion of the Fees paid to eSentire for the Services not provided by eSentire after the date of infringement.

14.2   <u>Client Indemnity</u>. Client will defend, indemnify and hold harmless eSentire and its subsidiaries, officers, directors, employees, agents and assigns against any and all claims, actions, allegations, damages, losses, liabilities and expenses (of whatever form or nature, including, without limitation, reasonable attorneys' fees and expenses and all costs of litigation), whether direct or indirect, that they or any of related party may sustain, in violation of

this Agreement, (including breach of Section 6 or Section 8) (each a "**Covered Claim**") as a result of any acts, errors or omissions of Client, its parents, subsidiaries, Affiliates, officers, directors, employees, agents and resellers ("**Indemnitors**"), including, but not limited to, (i) breach of any of the provisions of this Agreement; (ii) negligence or other tortious conduct; (iii) representations or statements not specifically authorized by eSentire herein or otherwise in writing; (iv) violation of any applicable law, regulation or order; (v) arising from or related to Client's failure to Encrypt Confidential Information or Personal Information as required by law, regulation or the terms of this Agreement; or (vi) Indemnitors' misuse or alteration of the esENDPOINT Product, eSentire Equipment or any Service. Covered Claims will not include any claim which arises as a direct result of the gross negligence, fraud or willful misconduct of eSentire or one for which eSentire is responsible under Section 14.1.

14.3   Procedure. Each Party's (as "**Indemnitor**") indemnity obligations under this Section 14 are contingent on the other party promptly notifying the Indemnitor in writing of any claim or threat thereof, promptly tendering to the Indemnitor sole control of the defense and any settlement of such claim, and providing to Indemnitor (at Indemnitor's cost) any assistance necessary to such defense or settlement. Indemnitor will not be responsible for any settlement it does not approve in writing.

THIS SECTION 14 SETS FORTH THE PARTIES' ENTIRE LIABILITY, AND THE PARTIES' SOLE REMEDIES, IN THE EVENT OF VIOLATION OF ANY THIRD PARTY RIGHTS.

15.   Confidentiality

15.1   The Receiving Party:
(a)   will not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever except as expressly permitted hereunder or unless and until expressly authorized to do so by the Disclosing Party;
(b)   will use and reproduce the Confidential Information of the Disclosing Party only to the extent necessary to fulfill the Receiving Party's obligations or exercise its rights under this Agreement;
(c)   will disclose the Confidential Information of the Disclosing Party only to its representatives and professional advisors, and those of its Affiliates, who have a need to know such Confidential Information for the purposes of fulfilling the Receiving Party's obligations or exercising its rights under this Agreement, and who have assumed obligations of confidentiality equal to or greater than the obligations of the Receiving Party under this Section 15 with respect to the Confidential Information. In all cases, the Receiving Party will be responsible for any loss, theft, unauthorized access of Confidential Information or breach of law by its representatives, professional advisors, Affiliates, employees and subcontractors; and
(d)   will use reasonable efforts to treat, and to cause all its representatives and those of its Affiliates to treat, all Confidential Information of the Disclosing Party as strictly confidential, provided that in no event will such efforts be less than the degree of care that the Receiving Party exercises in protecting its own valuable confidential information.

15.2   The Receiving Party will be entitled to disclose Confidential Information if such disclosure is required by a court, administrative body, or regulatory body (including a stock exchange) of competent jurisdiction, whether as a result of any application made by the Receiving Party or an investigation initiated by the regulatory body, or otherwise, provided that the Receiving Party will:
(a)   give prompt notice of any such requirement for disclosure to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy;
(b)   take such steps as are reasonably necessary and available to maintain the confidentiality of the Confidential Information by such court, administrative or regulatory body; and
(c)   in any event, make such disclosure only to the extent so legally required.

16.   General Provisions

16.1   Interpretation. In this Agreement: (i) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (ii) all usage of the word "including" or the phrase "e.g.," in this Agreement shall mean "including, without limitation," throughout this Agreement; (iii) all dollar amounts are expressed in United States dollars unless expressly provided otherwise. Headings and the division of this Agreement into articles and sections are for convenience of reference only and shall not affect the interpretation hereof. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions in the Order Form, the terms and conditions of the Order Form shall take precedence.

16.2   No Licenses. Unless otherwise expressly provided for in this Agreement, no licenses to any technology, trademarks, or any other item containing the Intellectual Property rights of a party or any third party are granted by virtue of this Agreement.

16.3   Force Majeure.   If the performance of any obligation hereunder is interfered with by reason of any circumstances beyond a Party's reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, power surges or failures, Internet connectivity, or the act or omission of any third party, the Party shall be excused from such performance to the extent necessary, provided the Party has implemented industry standard procedures to minimize the disruption of such events and shall use reasonable efforts to remove such causes of non-performance.

16.4   Entire Agreement. The terms and conditions of this Agreement, supersede all previous agreements, proposals or representations related to the Services. eSentire reserves the right, at its sole discretion, to update, change or replace the terms of this Agreement or any part thereof at any time, without prior notice.

16.5   Assignment. Client shall not be permitted to assign this Agreement without the consent of eSentire, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Client may assign this Agreement to an Affiliate or pursuant to a merger, reorganization or to an acquirer of all or substantially all of Client's assets or stock. Notwithstanding the foregoing, in order for any assignment to be effective, the assignee must (i) agree in writing to be bound by the terms of this Agreement; and (ii) have the financial ability to meet the contractual obligations of this Agreement.

16.6   Severability. In the event that any provisions of this Agreement shall be found to be illegal, void or unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of the Agreement shall remain in full force and effect.

16.7   Relationship of Parties.   No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement, and each Party does not have any authority of any kind to bind the other in any respect whatsoever and neither Party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied in the other Party's name or on its behalf.

16.8   Non-Exclusive Nature of Relationship. Notwithstanding anything to the contrary described in this Agreement, nothing contained in this Agreement will prohibit either Party from entering into a similar arrangement with a third party irrespective of the possible similarity thereof to services which might be provided by eSentire to Client.

16.9   No Third Party Beneficiaries; Enurement. There are no third party beneficiaries to this Agreement except as otherwise provided for in this Agreement. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

16.10   Publicity. Client acknowledges and agrees that eSentire may use Client's name and logo for the purpose of identifying Client as a customer of eSentire.

16.11   Survival. Section 2.3 (Ownership and Use of Client Data), Section 2.4 (Freedom to Use Ideas), Section 2.5 (Retention of Rights), Section 5.3 (Managed Risk Services Provisions - Penetration Testing), Section 6 (Endpoint Services Provisions), Section 7 (MVS and MVS On Prem Provisions), Section 8 (Log Services Provisions), Section 13 (Liability Limitations), Section14 (Indemnities), Section 15 (Confidentiality), Section 16 (General Provisions) and any other provisions which by their nature ought to survive termination or expiry of this Agreement shall survive the termination or expiry of this Agreement.

16.12   Notices. All notices, demands, consents, authorizations, approvals and other communications under this Agreement will be in writing and will be deemed to have been duly given when received at the respective Party's address set forth on the Order Form, or as a Party may otherwise direct, as follows: if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Either Party may change its address for notice under this Agreement by giving written notice to the other Party by the means set forth in this Section.

16.13   Governing Law. This Agreement shall be governed by the laws of the State of New York. Each Party attorns and submits to the exclusive jurisdiction of the courts of State of New York. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any changes to this Agreement, or any additional or different terms in Client's purchase orders, including the Order Form, acknowledgments or other documents, will not be effective unless expressly agreed to in writing, incorporating this agreement, and is signed by both Parties.

16.14   Rights and Remedies. Except as specifically provided in this Agreement, the rights and remedies provided in this Agreement and all other rights and remedies available to either Party at law or in equity are, to the extent

permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity, neither asserting a right nor employing a remedy shall preclude the concurrent assertion of any other right or employment of any other remedy.

16.15 Further Assurances. Each Party will from time to time and at all times do such further acts and execute and deliver such further documents as may be reasonably required in order to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.

16.16 Non-Solicitation. Client shall not solicit the hiring or enter into a contract for or of service with an employee of eSentire who has been involved with, directly or indirectly, any of the Services hereunder within twelve (12) months of such employee's last involvement with such Services without eSentire's prior written consent. This Section 16.16 will not prohibit Client from hiring an employee of eSentire in response to an employment or contracting advertisement or other general solicitation not specifically targeted at such employee of eSentire.

16.17 Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which will be considered one and the same agreement, and will become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be delivered by facsimile, email or other functionally equivalent electronic means of transmission.