

SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT

IMPORTANT – PLEASE REVIEW CAREFULLY THE TERMS OF THIS SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT. BY CLICKING “ACCEPTED AND AGREED TO,” CUSTOMER AGREES TO THESE TERMS AND CONDITIONS.

This Software License and Subscription Agreement (this “Agreement”) is a contract between BeyondTrust Corporation, a Delaware corporation (“BeyondTrust”) and the other business entity executing this Agreement (“Customer”). This Agreement is effective as of the Effective Date (as that term is defined on Exhibit A). Customer’s use of and BeyondTrust’s provision of the products and services described herein, defined in Exhibit A as the “Software or Other Offerings,” is governed by this Agreement.

This Agreement includes the Standard Terms and Conditions below (“Standard T’s & C’s”), Exhibit A, and any applicable Order and SOW, all of which are incorporated into this Agreement. Capitalized terms not defined in the Standard T’s & C’s are defined in Exhibit A. In the event of a conflict with the terms of Exhibit A or any Order or SOW, the Standard Terms & Conditions will govern.

STANDARD TERMS & CONDITIONS

1.1 ACCESS AND USE OF THE SOFTWARE. Software offered by BeyondTrust is via On-Premises Software Subscription or via Cloud Services Subscription.

(a) **License (*applicable only for on premises offerings*)**. For Software that is sold via an on-premises deployment method, subject to the terms and conditions of this Agreement and Customer’s payment of all applicable fees, BeyondTrust hereby grants Customer a nonexclusive, nontransferable, non-assignable, revocable, personal right and license (a “Permitted License”) in the Territory (defined below) to install and use the Software, as applicable and as specified on each Order, for the term specified in the Order, and limited to the number of deployed Instances, Managed Servers, Managed Devices, physical

and virtual machine(s), Managed Computer Objects, IP addresses, Active Logins, Active Endpoints, and/or the physical location(s), and, in all cases, to use the Documentation provided in connection with such Software. "Territory" means worldwide unless otherwise agreed in the Order (subject always to applicable export restrictions). For clarification, Customer's Affiliates may access and use the On-Premise Software and Cloud Services subject to the terms and conditions of this Agreement. Customer shall be responsible for any breach of this Agreement by an Affiliate.

(b) *Cloud Services Subscription (applicable only for cloud subscription offerings)*. For Software that are sold via a Cloud Services deployment method, subject to the terms and conditions of this Agreement and Customer's payment of all applicable fees, BeyondTrust hereby grants Customer a subscription to access and use the Cloud Services, both for internal use and in support of Clients, consistent with the goals and requirements of such Order. Customer may access the applicable Software through Cloud Services (instead of under an on-premise deployment license) solely to facilitate the use and administration of the applicable Software.

(c) *Restrictions on Software or Other Offerings*. All rights to Software or Other Offerings not expressly granted under this Agreement are reserved to BeyondTrust, and no rights are granted by implication. Without limiting the generality of the foregoing, Customer shall not: (i) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense any Software or Other Offering, including without limitation through any loan, encumbrance, or lease; (ii) access or use any Software or Other Offering or BeyondTrust's Confidential Information to create a product or service similar to or competitive with any Software or Other Offering; (iii) time-share any Software or Other Offering or use it in a service bureau arrangement or for the benefit of any third party; (iv) permit or allow any person to remove any proprietary or other legend or restrictive notice on any Software or Other Offering or containing media; (v) permit any person to reproduce any such media or Software or Other Offering except as specifically provided in this Agreement; (vi) use the Software or Other Offerings to distribute or otherwise support any software or computer file that contains a virus, worm, Trojan horse, or other harmful component; (vii) use any Software or Other Offering

for any illegal activity; (viii) use any Software or Other Offering to disrupt or interfere with any other networks, websites, or security; (ix) use any Software or Other Offering to infringe any third party's intellectual property rights; (x) use any Software or Other Offering to distribute any objectionable material of any kind; (xi) use any Software or Other Offering to gain unauthorized access to computer systems or devices; (xii) use any Software or Other Offering under false pretense to gain access to a third party's computer, network, or information; (xiii) in any manner or under any circumstances use, copy, modify, enhance, merge, reverse engineer, reverse assemble, decompile, disassemble or in any way alter any Software or Other Offering or any copy, adaptation, transcription, or merged portion thereof or otherwise attempt to derive source code therefrom; or (xiv) disclose to any third party the results of any benchmark or other tests of any Software or Other Offering. Customer shall maintain all BeyondTrust's copyright, trademark, and other notices on the Software, Hardware, and Documentation and shall reproduce such notices on any and all partial or full copies.

1.2 DOCUMENTATION & TEMPORARY USE SOFTWARE.

(a) **Documentation.** Customer may access and use Documentation solely to support use of the Software or Other Offerings as authorized in this Agreement.

(b) **Beta & Evaluation Software (if applicable).** BeyondTrust hereby grants Customer a license to install and use Beta Software and Evaluation Software (each as defined below) during the period set forth on the applicable Order, or if none, for 30 days from the Effective Date. ("Beta Software" refers to software so designated on the Order or provided to Customer for feedback. "Evaluation Software" refers to software so designated on the Order or provided to Customer for internal evaluation.) CUSTOMER IS NOT REQUIRED TO USE BETA SOFTWARE OR EVALUATION SOFTWARE. IF CUSTOMER DOES SO, NOTWITHSTANDING ANYTHING TO CONTRARY SET FORTH IN THIS AGREEMENT, THE FOLLOWING TERMS APPLY: (i) THE BETA SOFTWARE AND EVALUATION SOFTWARE ARE PROVIDED "AS IS," WITH NO PROMISE, REPRESENTATION, WARRANTY, OR INDEMNITY WHATSOEVER; (ii) BEYONDTRUST HAS NO RESPONSIBILITY OR LIABILITY ARISING OUT OF OR RELATED TO BETA SOFTWARE OR EVALUATION SOFTWARE; (iii) Customer

shall reasonably answer BeyondTrust's questions regarding use of the Beta Software; and (iv) Customer shall use Evaluation Software only for internal evaluation purposes, to decide whether to purchase rights to the underlying Software. BeyondTrust may suspend or terminate the license granted in this Subsection 1.2(b) at any time and for any reason. Customer recognizes and agrees that Beta Software or Evaluation Software may disable itself after a predefined period. If Customer provides any suggestions, recommendations, ideas, or other feedback (collectively "Feedback") to BeyondTrust regarding the Beta Software, Customer agrees that BeyondTrust may use and incorporate into the Software any Feedback that Customer provides, and Customer shall not be entitled to any compensation. Customer hereby grants to BeyondTrust, free of charge, all rights to the Feedback.

1.3 SOFTWARE OR OTHER OFFERINGS IN GENERAL. Customer is solely responsible for its Personnel's and Client's compliance with this Agreement. Customer's rights to On-Premise Software are limited to object code. In its use of Cloud Services, Customer is solely responsible and liable for (1) preserving the secrecy of its usernames and passwords, and (2) any activity that occurs under Customer's account, Customer agrees that, to the extent that any applicable mandatory laws give it the right to perform any activity forbidden in this Agreement without BeyondTrust's consent in order to gain certain information about a Software or Other Offering, before exercising any such rights, Customer shall request such information from BeyondTrust in a writing detailing the purpose for which Customer needs the information. Only if BeyondTrust denies Customer's request (which it may do at its sole discretion) shall Customer exercise such statutory rights.

2. ADDITIONAL SERVICES.

2.1 SUPPORT SERVICES. BeyondTrust shall provide Support Services as a part of the subscription for On Premise Software and Cloud Services . Support Services shall begin on the date BeyondTrust (as applicable) (i) delivers On-Premise Software to Customer, (ii) makes On-Premise Software available for download by Customer, or (iii) sends Customer a password for Cloud Services and continue for the remainder of the Software Term.

2.2 PROFESSIONAL SERVICES. BeyondTrust shall provide and Customer shall pay the Fees for such professional services ("Professional Services") as are specified in a statement of work referencing this Agreement or in an Order specifically calling for "professional services" (collectively, an "SOW"). Each SOW is subject to and incorporated into this Agreement. BeyondTrust shall use commercially reasonable efforts to meet the project schedules and times for Professional Services set forth in the SOW, and Customer shall cooperate in good faith, in a timely and professional manner, to facilitate Professional Services. Unless otherwise provided on the Order Form or agreed by the parties in writing, all Professional Services must be completed within one hundred eighty (180) days of the applicable SOW's effective date. Unless otherwise specifically stated in the SOW, Professional Services Fees do not include expenses. Customer shall reimburse BeyondTrust's reasonable and pre-approved travel and other expenses.

2.3 E-LEARNING SERVICES. If called for in an Order, BeyondTrust shall provide e-learning related to the Software or Other Offerings that Customer receives pursuant to this Agreement, for up to one (1) year after execution of the Order, to the extent that BeyondTrust makes e-learning services available to its customers generally.

3. TITLE & IP.

3.1 OWNERSHIP IN GENERAL. Copies of the Software offered pursuant to this Agreement are licensed (or otherwise made available as the case may be), not sold, and Customer receives no title to or ownership of any copy or of the Software itself. BeyondTrust retains exclusive ownership of the Software or Other Offerings, including any media on which they are provided to Customer, except to the extent that this Agreement expressly transfers title to Hardware. Customer receives no intellectual property license: (a) to any Software or Documentation provided through Cloud Services; or (b) to any other Software or Other Offering. Customer shall not (i) make any assertion contrary to the preceding sentence, (ii) jeopardize BeyondTrust's proprietary rights in the Software or Other Offerings, or (iii) attempt to acquire any rights to the Software or Other Offerings. Customer acknowledges that the Software and Documentation are works copyrighted under United States federal copyright law and protected by other intellectual property rights and embody valuable

confidential and secret information of BeyondTrust and its third-party licensors. BeyondTrust will own all rights in any copy, translation, modification, adaptation, or derivation of the Software or Other Offerings or other items of BeyondTrust Confidential Information, including any improvement or development thereof, and Customer shall execute such assignment documents as BeyondTrust reasonably requests to perfect, confirm, or transfer such ownership rights.

3.2 CUSTOMER DATA. BeyondTrust acknowledges that, as between BeyondTrust and Customer, Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer hereby grants to BeyondTrust a non-exclusive, royalty-free, worldwide license to transmit and store Customer Data and perform all acts with respect to Customer Data as may be necessary for BeyondTrust to provide the Software or Other Offerings to Customer.

3.3 USE OF CUSTOMER DATA. Unless it receives Customer's prior consent, BeyondTrust: (a) shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the Software and Other Offerings, and maintaining, supporting, evaluating, improving and/or developing Software and Other Offerings and developing new software and offerings and (b) shall not knowingly grant any third-party access to Customer Data, including without limitation, BeyondTrust's other customers. Notwithstanding the foregoing, BeyondTrust may disclose Customer Data as required by applicable law or by proper legal or governmental authority. BeyondTrust shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense, unless such action or notice is prohibited by law or governmental authority. BeyondTrust may otherwise process Customer Data only once it has been anonymized and aggregated to reasonably avoid identification of a specific individual, customer, or device. In any event, BeyondTrust will not use Customer Data or derive information from it for any advertising or other marketing purposes without Customer's express consent.

3.4 RIGHTS TO HARDWARE (if applicable). Title to purchased Hardware (excluding software thereon and leased, or evaluation Hardware) passes to

Customer upon shipment of the Hardware. For Hardware provided to Customer as part of a lease for a term or for evaluation purposes ("Temporary Hardware"), BeyondTrust retains title. Customer: (a) shall not offer or purport to sell, assign, sub-let, lend, pledge, mortgage, or otherwise part with personal possession of Temporary Hardware; (b) shall maintain Temporary Hardware in good condition, subject to reasonable wear and tear; (c) shall return all Temporary Hardware to BeyondTrust at Customer's expense or pay the retail value for such Hardware not returned or is damaged; and (d) shall not conceal, alter, or make any addition or alteration to Temporary Hardware without BeyondTrust's express written consent.

4. FEES AND PAYMENTS. Customer shall: (a) pay the Fees and other charges and expenses set forth in the Order (including any SOW); (b) make all payments within thirty (30) days of the date of each invoice, in full and without deduction or set-off; and (c) pay such reasonable extra fees as BeyondTrust may charge for credit card payments. BeyondTrust may adjust the Fees for Cloud Service and/or Support Services at the end of any Software Term by providing written notice sixty (60) or more days before the beginning of any Renewal Software Term. For amounts unpaid after the due date, Customer shall pay interest equal to the lesser of (i) 1.5% per month from the due date until paid or (ii) the highest rate allowed under applicable law. All Fees paid or payable to BeyondTrust are exclusive of federal, state, or local excise, sales, use, intangible, value added, or other taxes assessed or imposed with respect to the Software or Other Offerings. Customer is solely responsible for the payment of all taxes resulting from this Agreement or the use of any Software or Other Offering, including without limitation VAT, sales use, gross receipts tax, withholding taxes, and any similar tax, except taxes on BeyondTrust's income. BeyondTrust has no obligation to provide products or services while any payment is delinquent. Unless otherwise specified in the Order or SOW, all payments shall be made in U.S. dollars, and Customer shall be responsible for all of Customer's bank fees in transmitting payment. If Customer is tax exempt from paying sales, use, or other taxes, Customer must provide BeyondTrust with appropriate evidence of tax exemption for all relevant jurisdictions prior to invoicing.

5. TERM; TERMINATION.

5.1 TERM. This Agreement is effective on the Effective Date and continues until terminated as provided herein. No Software Term or term for Hardware, Support Services, Professional Services or E-Learning services, or other right to any product or service will continue after termination of this Agreement. The initial term for the licenses and subscriptions granted herein commences on the effective date of the applicable Order and continues for the term specified in the Order, or for one (1) year if the Order is silent ("Initial Software Term"). For purposes of clarity, the Initial Software Term may be for multiple years. The term will renew thereafter for successive periods of one (1) year each, or for such other period as is stated on the Order, (each a "Renewal Software Term") at the end the Initial Software Term or applicable Renewal Software Term, unless either party notifies the other in writing thirty (30) or more days prior to the end of the Initial Software Term or current Renewal Software Term. The Initial Software Term and all Renewal Software Terms are collectively referred to as the "Software Term."

5.2 TERMINATION FOR BREACH. Either party may terminate this Agreement thirty (30) days after notice to a party if a party has breached any material provision of this Agreement and fails to cure such breach within such thirty (30) day period. Notwithstanding the foregoing, BeyondTrust may terminate the Agreement immediately upon written notice if Customer materially breaches the provisions of the access and use restrictions set forth in the Agreement. Except for termination rights in this section and Section 8 below, the parties have no other right of early termination.

5.3 EFFECTS OF TERMINATION. Upon termination of this Agreement or of a Software Term or license for any reason, Customer shall cease all use of the Software in question and any related Documentation and, within 5 days, return to BeyondTrust such Software and Documentation, as well as any leased Hardware provided for use with such Software and any related Confidential Information, or if BeyondTrust so requests, destroy the same and certify the manner, date, and time of destruction in writing. In the event of termination, Customer remains responsible for the payment of any amounts incurred as of the effective date of termination, including, except in the event of a termination for breach of this Agreement by BeyondTrust, payment of any applicable discounts provided for that term. The following will survive

termination of this Agreement: (a) Sections 1, 3, 6, 7, 9, 10, and 11; and (b) and all other provisions which by their nature would extend beyond the term of this Agreement.

6. DISCLAIMER AND LIMITATION OF LIABILITY.

6.1 *DISCLAIMER.* BEYONDTRUST SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BEYONDTRUST DOES NOT WARRANT OR REPRESENT THAT: (a) THE OPERATION OF THE SOFTWARE OR OTHER OFFERINGS WILL BE UNINTERRUPTED OR ERROR-FREE; (b) THAT THE SOFTWARE OR OTHER OFFERINGS WILL OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SERVICE; OR (c) THAT THE SOFTWARE OR OTHER OFFERINGS ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION. SOFTWARE AND OTHER OFFERINGS ARE PROVIDED "AS IS," AND BEYONDTRUST MAKES NO PROMISES, REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESSED OR IMPLIED, REGARDING THE SOFTWARE OR OTHER OFFERINGS. CUSTOMER ACKNOWLEDGES THAT THE RECORDING FEATURES OF CERTAIN SOFTWARE MAY SUBJECT CUSTOMER TO LAWS AND/OR REGULATIONS REGARDING THE RECORDING OF COMMUNICATIONS, AND CUSTOMER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH SUCH LAWS AND/OR REGULATIONS.

6.2 LIMITATION OF DAMAGES.

(a) ***Excluded Damages.*** NEITHER PARTY WILL HAVE LIABILITY FOR ANY LOSS OF DATA, LOSS OF PROFITS, OR INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE OR OTHER OFFERINGS.

(b) ***Dollar Cap.*** NEITHER PARTY'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE OR OTHER OFFERINGS WILL EXCEED THE FEES PAID BY CUSTOMER FOR THE

SOFTWARE OR OTHER OFFERING GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM.

(c) **Clarifications.** THE LIABILITIES LIMITED BY THIS SECTION 6.2 APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF A PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF A PARTY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. NEITHER PARTY WILL BE LIABLE FOR CLAIMS MADE MORE THAN TWO (2) YEARS AFTER THE EVENT GIVING RISE TO THE CLAIM. If applicable law limits the application of the provisions of this Section 6.2, a party's liability will be limited to the maximum extent permissible. For the avoidance of doubt, a party's liability limits, and other rights set forth in this Section 6.2 apply likewise to a party's Personnel, parents, subsidiaries, other affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, and other representatives, as well as to Resellers.

7. INDEMNIFICATION. As used below in this Section 7: (1) "Indemnified Claim" refers to any claim listed in the first sentence of Section 7.1 or 7.2; and (2) "Associates" refers to a party's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.

7.1 INDEMNITY FROM BEYONDTRUST. BeyondTrust shall defend at its own expense any third party action against Customer or its Associates to the extent based on a claim that the Software or Other Offerings, as made available to Customer by BeyondTrust, directly infringes a United States registered patent, copyright or trademark, and BeyondTrust shall pay the costs and damages finally awarded against Customer that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. Notwithstanding the foregoing, BeyondTrust has no responsibility pursuant to the preceding sentence for any Indemnified Claim arising out of or related to: (a) any modification to a Software or Other Offering; (b) compliance with Customer's designs, specifications, or instructions; (c) use of technical information or technology provided by Customer; (d) use of a Software or Other Offering in a manner or

with software or hardware prohibited or not approved by BeyondTrust; (e) use of any release of the Software other than the most current made available to Customer; (f) Customer's breach of this Agreement; or (g) claims in which Customer or any Associate or other affiliate has a financial interest in the third party making such claims.

7.2 INDEMNITY FROM CUSTOMER. Customer shall indemnify, defend, and hold harmless BeyondTrust and its Associates from and against any third-party claim, suit, or proceeding arising out of, related to, or alleging: (a) any Customer conduct that would breach Section 1.1 of this Agreement; or (b) infringement of intellectual property arising out of alleged acts or omissions listed in Subsections 7.1(a) through 7.1(g) above.

7.3 PROCEDURE. The party requesting indemnification hereunder ("Indemnified Party") shall: (a) provide the other party ("Indemnitor") with prompt notice of the Indemnified Claim, provided failure to do so relieves Indemnitor of its obligations above only to the extent of any material prejudice; (b) permit Indemnitor to control the defense of the Indemnified Claim; and (c) provide to Indemnitor all available information and assistance reasonably necessary for the defense. Indemnified Party shall have the right, at its sole cost and expense, to participate in the defense and settlement of an Indemnified Claim with counsel of its choice.

8. IP REMEDIES. If any Software becomes or, in BeyondTrust's opinion, is likely to become the subject of an injunction preventing its use as contemplated herein, BeyondTrust may, at its option: (a) procure for Customer the right to continue using such Software; (b) replace or modify such Software so that it becomes non-infringing without substantially compromising its functionality; or if (a) and (b) are not commercially practical in BeyondTrust's reasonable opinion, (c) terminate Customer's rights to the allegedly infringing Software. In case of termination pursuant to this Section 8, BeyondTrust shall refund: the prepaid and unused Fees for non-perpetual On premise Software or Cloud Services. If BeyondTrust selects the option in Subsection 8(b) or 8(c), Customer shall immediately cease use of the allegedly infringing Software. SECTION 7 AND THIS SECTION 8 SET FORTH BEYONDTRUST'S ENTIRE OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR

ALLEGED OR ACTUAL INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY SOFTWARE OR OTHER OFFERINGS.

9. CONFIDENTIAL INFORMATION.

9.1 *CONFIDENTIAL INFORMATION.* “Confidential Information” refers to the following items one party to this Agreement (“Discloser”) discloses to the other (“Recipient”): (a) any document Discloser marks “Confidential” or designates as “Confidential” in writing; or (b) any information Discloser orally designates as “Confidential” at the time of disclosure. In addition, BeyondTrust’s Confidential Information, as Discloser, includes the Software, any specifications regarding any Software or Other Offering, any pricing information regarding any Software or Other Offering, proprietary algorithms, SOC 2 reports and any information related to research and development. However, Confidential Information does not include any information Recipient can demonstrate: (i) is in Recipient’s possession at the time of disclosure without an obligation of confidentiality; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient’s improper action or inaction; or (iv) is approved for release in writing by Discloser.

9.2 *NONDISCLOSURE.* Recipient shall not, without Discloser’s prior written consent (in each instance): (a) publish, disclose, or otherwise divulge Discloser’s Confidential Information; or (b) use Discloser’s Confidential Information for any purpose other than to support provision and use of Software or Other Offerings as authorized by this Agreement. Recipient shall use at least the same level of care to protect Discloser’s Confidential Information as it uses to protect its own sensitive non-public information, but in no event less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient’s attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser’s expense unless such action or notice is

prohibited by law or governmental authority. Recipient agrees that breach of this Section 9 would cause Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. For clarity, this Section 9 relates only to the disclosure by one party to another of Confidential Information as defined herein and not to data that Customer or its Clients transmit or access through Software or Other Offerings provided by BeyondTrust.

10. USAGE COMPLIANCE.

10.1 VERIFICATION REPORT. For On Premises Software Subscriptions, on no more than an annual basis, Customer shall provide BeyondTrust with a system generated certified report detailing Customer's installation and usage of the Software with sufficient specificity to establish Customer's compliance (or non-compliance) with the access and use limitations.

10.2 COMPENSATION. For On-Premises Software Subscriptions and Cloud Services Subscriptions, if Customer has exceeded the rights granted under this Agreement, Customer shall pay additional Fees for the excess usage at BeyondTrust's then-current rates. Customer acknowledges and agrees that BeyondTrust may sell rights to Software or Other Offerings in unit multiples, and Customer shall pay fees for the number of units that cover at least Customer's usage.

11. SECURITY.

11.1. SECURITY. BeyondTrust shall: (i) ensure that it has in place appropriate administrative, physical and technical measures designed to protect the security and confidentiality of Customer Data against any accidental or illicit destruction, alteration or unauthorized access or disclosure to third parties; and (ii) have commercially reasonable measures in place designed to protect the security and confidentiality of Customer Data, as more specifically set forth at www.beyondtrust.com/security-requirements.

12 GENERAL PROVISIONS.

12.1 INDEPENDENT PARTIES. The parties acknowledge that each is an independent contractor of the other, and each may engage in other business activities at its sole discretion. This Agreement does not in any way create or constitute a relationship of employment, partnership, or a joint venture between the parties. Customer acknowledges and agrees that: (a) Resellers and BeyondTrust are independent contractors; (b) BeyondTrust has no liability for any act or omission of any Reseller; and (c) Resellers have no power to modify this Agreement or to bind BeyondTrust, including without limitation any power to make any representation, warranty, or indemnity on BeyondTrust's behalf.

12.2 ASSIGNMENT. BeyondTrust may assign the Agreement or any of its rights and obligations under the Agreement to a third party, and such assignment will become effective upon notice to Customer. Customer may assign the Agreement to any affiliate, or any entity that is the successor corporation in any merger or consolidation of Customer, or any entity that purchases a majority of the voting securities of Customer, or all or substantially all of the assets of Customer and such assignment will become effective upon notice to BeyondTrust. Customer's rights and obligations under this Agreement may not otherwise be assigned or transferred (including by operation of law) without BeyondTrust's prior written consent, and any unauthorized assignment or transfer is null and void. Subject to the foregoing, this Agreement or the relevant provisions will be binding upon and inure to the benefit of the parties and their respective successors, executors, heirs, representatives, administrators and permitted assigns.

12.3 FORCE MAJEURE. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or services as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts or omissions of government or military authority, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, internet or other telecommunication delays, communication line failure and power failures. Nothing in the

foregoing shall be deemed to forgive Customer or Customer's obligation to pay any and all fees owed to BeyondTrust under this Agreement.

12.4 NOTICES. All notices given pursuant to this Agreement shall be in writing and delivered by hand, by registered or certified mail with proper postage, third party delivery service (e.g. FedEx) or by facsimile (with confirmation copy sent by certified mail), addressed to the signatory at the address set forth on the Order, or such other person and address as may be designated in writing in accordance with this Section 13.4. All such notices will be deemed received upon the earlier of actual receipt or actual delivery to the notice address.

12.5 GOVERNING LAW; VENUE. This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of Delaware, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the United Nations Convention on Contracts for the International Sale of Goods; (c) the 1974 Convention on the Limitation Period in the International Sale of Goods (the "1974 Convention"); (d) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980; or (e) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Wilmington, Delaware and agree that such courts are convenient forums. This Section 13.5 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

12.6 LICENSE TO GOVERNMENT. The Software and any documentation and e-learning systems are commercial items, as that term is defined in 48 CFR 2.101, consisting of commercial computer software and commercial computer software documentation, as those terms are used in 48 CFR 12.212. If the Software or any documentation is acquired by or on behalf of the U.S. government or by a U.S. government contractor (including without limitation prime contractors and subcontractors at any tier), then in accordance with 48 CFR 227.7202-4 (for Department of Defense licenses only) and 48 CFR 12.212 (for licenses with all federal government agencies), the government's rights to the Software and such documentation are limited to the commercial rights specifically granted in this Agreement, as restricted by this Agreement. The rights limited by the preceding sentence include, without limitation, any rights

to reproduce, modify, perform, display, disclose, release, or otherwise use the Software or documentation. This Section 11.7 does not grant Customer any rights not specifically set forth in this Agreement.

12.7 COMPLIANCE WITH LAWS. Each party shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information. Without limiting the generality of the foregoing, each party shall comply fully with all export and import laws, regulations, orders, and policies of the U.S. and any other applicable jurisdiction. Customer acknowledges and agrees that with respect to applicable import and export restrictions BeyondTrust has no further responsibility after the initial distribution to Customer within the original country of sale. Each party represents and warrants that neither the United States Bureau of Export Administration nor any other federal agency has suspended, revoked, or denied a party's export privileges. Customer shall not use or transfer Software or Other Offerings for end use relating to any nuclear, chemical, or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license.

12.8 INTEGRATION AND AMENDMENT. This Agreement and written documents referenced herein (including the Order) constitute the entire agreement of the parties and supersede and extinguish all prior agreements or understandings, representations, or warranties, relating to the subject matter hereof. The terms of this Agreement supersede those of any prior contract between the parties related to the Software or Other Offerings, as of the Effective Date and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements between the parties, except that prior and still active orders related to the Software are incorporated into this Agreement as Orders by this reference. This Agreement may not be modified, amended or additional obligations be assumed by either party to this Agreement except (a) by written agreement specifically referring to this Agreement signed by the parties or (b) by Customer's execution of a subsequent electronic agreement provided by BeyondTrust with respect to the same Software or Other Offerings. Customer represents and acknowledges that, in entering into this Agreement, it did not rely on any representations or warranties other than those explicitly set forth in this Agreement. CUSTOMER

HEREBY AGREES THAT ANY VARYING OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER OR OTHER WRITTEN NOTIFICATION OR DOCUMENT ISSUED BY CUSTOMER IN RELATION TO THE SOFTWARE OR OTHER OFFERINGS WILL BE OF NO FORCE OR EFFECT.

12.9 PUBLIC RELATIONS. BeyondTrust may: (a) use Customer's company name, logo, trademark, trade name, service mark, or other commercial designation to indicate the existence of a customer relationship between Customer and BeyondTrust; and (b) place Customer's name or logo in audio and online presentations to potential customers and business partners and in a release to the press. BeyondTrust's use of any Customer trademark will be subject to such reasonable guidelines as Customer may provide directed at avoiding misrepresentation of Customer's brand or identity.

12.10 CONSTRUCTION. This Agreement will be construed simply according to its fair meaning and not strictly for or against any party by reason of authorship or for any other reason. References to "including" mean "including, without limitation." If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith enforceable substitute provisions that most nearly effect the parties' original intent. No waiver of any breach or default hereunder will be considered valid unless in writing and signed by the party giving such waiver, and no such waiver will waive any subsequent breach or default. Nothing expressed or implied in this Agreement will be construed to give rights or remedies to any third party, including without limitation any third-party beneficiary rights, except as applicable the parties' respective executors, heirs, representatives, administrators, successors, and assigns.

12.11 REPRESENTATIONS. Customer represents and acknowledges that: (a) it has read and understands this Agreement; and (b) it has had an opportunity to have its legal counsel review this Agreement. In addition, the individual accepting this Agreement on Customer's behalf personally represents that he or she is duly authorized to accept this Agreement on behalf of Customer and that this Agreement is binding upon Customer.

EXHIBIT A

In addition to any other terms defined in Agreement, the following terms have the following meanings:

“Active Login” means use of the BeyondTrust Remote Support Software as described in the applicable Order, by a single service representative, logged in directly or indirectly to the Remote Support server software, at any given time. The number of Active Logins is the number of service representatives accessing the Remote Support server software concurrently.

“Active Endpoints” means the number of Endpoints accessed by the BeyondTrust Privileged Remote Access Software, as described in the applicable Order. “Endpoint” means any network device or computer system, virtual or physical, such as, but in no event limited to, a router, server, storage array, database, or desktop.

“Affiliate” means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity or one or more of the other affiliates of that entity (or a combination thereof), as of the Effective Date or thereafter; provided, however, such entity shall be considered an Affiliate only for the time during which such control exists. Solely for the purposes of this definition, an entity shall “control” another entity if the first entity: (a) owns, beneficially or of record, more than fifty percent (50%) of the voting securities of the other entity, or (b) has the ability to elect a majority of the directors of the other entity. Each Party shall at all times be responsible for the acts or omissions of its Affiliates.

“Client” means a direct customer of Customer.

“Cloud Services” means provision of access to and use of the Software, and in some cases the Documentation, remotely over the Internet. Cloud Services do not include or provide On-Premise Software.

“Cloud Service Level” located at <https://www.beyondtrust.com/cloud-service-level> as applicable, which will apply only to BeyondTrust’s provision of the Cloud Services and not to the provision of On-Premise Software.

“Customer Data” means all graphic user interface, text, content, images, video, designs, products, computer programs, drawings, documentation, and other materials of any kind posted, submitted, provided or otherwise made available to BeyondTrust by Customer in connection with the Software and Other Offerings.

“Documentation” means the documents, help files, and other textual matter, in any form or media, that are included with the Software and describe its specifications, functionality, and limitations.

“Effective Date” means the earlier of the following: (i) execution of this Agreement by both parties, (ii) the effective date of the first Order, or (iii) the date Customer the Software is first made available to Customer.

“Fee(s)” means the applicable fee (as set forth on an Order or SOW) for each Software or Other Offering.

“Hardware” means the computer equipment distributed by BeyondTrust, or by a Reseller on BeyondTrust’s behalf, pursuant to an Order. Hardware may contain firmware or software.

“Instance” means a single deployed application (e.g. production, test, or disaster recovery)

“Managed Computer Object” is any physical, virtual, Container or computing device, wired or wireless and regardless of the number of IP addresses assigned, that will be either interacting with software rules, have an agent installed, or be targeted for an assessment. A “Virtual Machine” is a virtual emulation of a physical computer. Virtual Machines exist in virtual environments including but not limited to VMWare Server, Hyper-V, Azure VM's, Amazon AWS VM's, or zOS LPAR's. “Container(s)” is an emulation that occurs at the OS level. This is a contrast to Virtual Machines, which emulate at the hardware level up.

“Managed Devices” means any network device being managed by a Software or Other Offering that is virtual or physical, such as a desktop PC, router, or switch that is not a server OS or functioning as a server of Customer and/or Clients.

“Managed Servers” means any network device being managed by a Software or Other Offering that is (a) acting as a server or running a server-based operating system, virtual or physical, (b) used for serving applications, websites, DNS, Directory Service, DHCP, files, storage arrays, databases or (c) filling any other server-related roles on behalf of Customer and Clients.

“On-Premises Software” means electronically delivered Software provided for installation on computers owned or managed by Customer. On-Premises Software does not include Cloud Services, or any software provided through Cloud Services.

“Order” means an ordering document executed by Customer and BeyondTrust, or a Reseller, on BeyondTrust’s standard order form, referencing this Agreement and calling for provision of one or more Software or Other Offerings; provided a Customer purchase order for the second or later purchase under this Agreement will become an Order upon execution by BeyondTrust or a Reseller.

“Personnel” means individual employees, contractors, and agents of an entity.

“Reseller” means a reseller of the Software authorized by BeyondTrust. As between the parties, BeyondTrust has sole and complete discretion to grant or terminate Reseller status.

“Software” means the applicable object code form of the BeyondTrust software as listed on the Order.

“Software or Other Offerings” means: (a) Software and Documentation, in each case whether provided as or with On-Premises Software or via Cloud Services; (b) Hardware; (c) deliverables provided through Professional Services; and (d) the Professional Services, Support Services, and e-learning services.

“Software Term,” “Renewal Software Term,” and “Initial Software Term” are defined in Section 5.1.

“Support Services” means the services set forth at www.beyondtrust.com/supportser... as of the date of provision of the subscription.

“Upgrade” means any modification, correction, enhancement, deletion, or substitution to the Software, including but not limited to, any data file or module thereto that may be provided by BeyondTrust.