SONICWALL®

SonicWall General Commercial Agreement

1. **Scope.** This General Commercial Agreement ("**Agreement**") is between SonicWall Inc. ("**SonicWall**") and the individual or entity that will purchase, license, or use Offerings provided by SonicWall ("**Customer**") and applies to such purchase, licensing, and use of the Offerings. **BY DOWNLOADING, INSTALLING, ACCESSING, RECEIVING, OR USING AN OFFERING, CUSTOMER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CUSTOMER MAY NOT DOWNLOAD, INSTALL, ACCESS, RECEIVE OR USE THE OFFERING.** If Customer accepts the Agreement or downloads, installs, accesses, receives or uses an Offering on behalf of a business entity, then Customer represents that it has authority to take those actions, and the Agreement will be binding on that business entity.

2. **Definitions.** Capitalized terms not defined in context shall have the meanings assigned to them below. Any capitalized terms not defined in this Agreement shall have the meanings assigned to them in the applicable Supplemental Agreement.

   2.1. "**Affiliate**" means any legal entity controlling, controlled by, or under common control with a party to this Agreement, for so long as such control relationship exists.

   2.2. "**Appliance**" means a SonicWall-branded computer hardware product.

   2.3. "**Applicable Laws**" means any and all applicable laws, statutes, ordinances, rules, regulations, directives, edicts and similar governmental requirements of all international, federal, provincial, state, county, city, and borough departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or any other governmental, public, or quasi-public authority (inside and outside the U.S.) with jurisdiction over a party's activities hereunder.

   2.4. "**Customer Data**" means all data and information provided by Customer to SonicWall under this Agreement. For clarity, Customer Data includes any data owned by a third party but provided by Customer under this Agreement.

   2.5. "**Documentation**" means the documentation that SonicWall makes available for the Offerings, and all copies of the foregoing.

   2.6. "**Effective Date**" means the earlier of (i) the date on which Customer accepts the Agreement, (ii) the date Customer orders, receives, or begins using an Offering (whichever occurs first), or (iii) the date SonicWall provides or facilitates a Service to Customer.

   2.7. "**Environment**" means Customer's information technology environment, including infrastructure, hardware, software, systems, applications, networks, routers, servers, switches, data centers, hosts, personal computers, workstations, peripheral devices, internet access, or other devices, services, or technology which may be located or hosted at the Customer's premises or hosted externally (for example, at an interactive facility).

   2.8. "**Fees**" means the fees, costs, and expenses for an Offering set forth in a Quote, Order, Service Description, or any subsequent invoices provided by SonicWall.

2.9. "**Managed Services**" means the SOC as a Service, MDR for Endpoint, MDR for Cloud, Network Security, Vulnerability Management, Incident Response, and other services wherein SonicWall provides ongoing assistance in the management of an Offering, or as otherwise described at https://www.sonicwall.com/products/sonicsentry-mdr and as further described in the MSSA and the relevant Service Description.

2.10. "**Offering**" means any Product, Services, SaaS, or combination thereof offered for sale by SonicWall.

2.11. "**Order**" means the Customer's order for an Offering, including without limitation requests provided online, via email, or other method, and received directly from Customer or a third party (e.g. a Partner) acting on Customer's behalf. A Quote that is accepted and returned to SonicWall shall be considered an Order. All Orders are subject to this Agreement and any other Supplemental Agreements as described herein.

2.12. "**Partner**" means a reseller or distributor.

2.13. "**Product(s)**" means the Software, Appliance(s), Support Services and Documentation.

2.14. "**Professional Services**" means consulting, deployment, implementation, or any other on-demand or project-based services that are not Support Services.

2.15. "**Quote**" means a document provided by SonicWall that outlines the terms, conditions, and pricing under which an Offering will be provided to Customer by SonicWall.

2.16. "**Services**" means Managed Services and Professional Services provided to Customer by SonicWall.

2.17. **"Service Description"** means the SonicWall document, portal, or web page that describes the features, service levels, deliverables, specifications, and other applicable terms of any Service.

2.18. "**Software**" means the object code version of the software and as well as any bug fixes, updates, new versions and releases to such software, including derivatives thereof, that are made available to Customer pursuant to this Agreement, and all copies of the foregoing.

2.19. "**Software as a Service**" or "**SaaS**" means SonicWall's hosted Products and Services provided under this Agreement and as further described in a Service Description.

2.20. "**SonicWall**" means (i) for Customers located and transacting in the United States, Canada and Brazil, SonicWall Inc., with its principal place of business located at 1033 McCarthy Blvd., Milpitas, CA 95035, USA and its Affiliates (ii) for Customers located and transacting outside the United States (excluding Canada and Brazil), SonicWall International DAC located at Building 2000, City Gate, Mahon, Cork, Ireland.

2.21. "**Support Services**" means SonicWall's standard service offerings for maintenance and support of Products as further described at www.sonicwall.com/support/support-services/.

2.22. "**Third Party Products**" means equipment, machines, hardware, software, peripherals, accessories, or other products or services, including cloud services, provided to Customer that are not "SonicWall" branded.

2.23. "**Updates**" means patches and updates to hardware and software that are created and distributed by SonicWall or applicable third parties (such as equipment or software manufacturers) and may be supplied from time to time for installation into Customer's Environment.

3. **Agreement Framework**. This Agreement consists of terms and conditions that apply to the purchase, license, and use of all SonicWall Offerings. Additional terms related to specific Offerings are contained in the agreements described below:

   3.1. Managed Services. Managed Services provided by SonicWall are governed by SonicWall's Managed Security Services Agreement attached hereto as Exhibit 1 (the "**MSSA**").

   3.2. Software and Software as a Service. Software and Software as a Service provided by SonicWall are governed by SonicWall's General Product Agreement at https://www.sonicwall.com/legal/general-product-agreement (the "**GPA**")

   3.3. Open Source Software. Some Offerings may contain open source software ("**OSS**"), which may have additional terms and conditions. Relevant notices and terms regarding the use of OSS ("**OSS Terms**") are posted in Customer's MySonicWall account.

4. **Order of Precedence.** The MSSA, GPA, and OSS Terms (each a "**Supplemental Agreement**," and collectively the "**Supplemental Agreements**") provide Offering-specific terms that are supplemental to this Agreement, and the terms of this Agreement are incorporated into the Supplemental Agreements. In the event of a conflict between this Agreement and a Supplemental Agreement, the terms of the Supplemental Agreement shall take precedence. In the event of a conflict between this Agreement, the Supplemental Agreements, and a separate agreement negotiated and signed by both Parties, such separate agreement shall take precedence.

5. **Payment and Taxes**

   5.1. Default Payment Terms. Unless otherwise agreed in writing by SonicWall, Customer shall make all payments due to SonicWall in full within thirty (30) days from the date of each invoice from SonicWall or such other period (if any) stated in an Order. Orders may be terminated, cancelled, or suspended in SonicWall's sole discretion. Any reports and any associated billings or invoices must be disputed within 30 days after SonicWall provides the report or invoice, whichever occurs first. Customer shall pay to SonicWall (or, if applicable, the Partner) the Fees specified in each Order, including any applicable shipping fees or other amounts assessed by SonicWall. All payments must be made in US currency unless specified otherwise by SonicWall. SonicWall reserves the right to require Customer to issue a purchase order to SonicWall prior to accepting an Order.

   5.2. Credit. SonicWall is not obligated to offer credit or credit terms. If credit and/or credit terms are not extended to Customer, SonicWall may require payment of all amounts due and payable prior to the provision of Product by SonicWall or such other time as determined by SonicWall. If credit

or credit terms are extended to Customer, Customer may be invoiced prior to, upon or following delivery of the Offering. If credit or credit terms are extended to Customer, Customer may be required to issue an Order within a specific period after a report or other event occurs.

5.3.   Automated Payments.

5.3.1.   ACH. When enrolled in an ACH payment processing method, Customer authorizes SonicWall to electronically debit Customer's designated checking or savings account, as defined and configured by Customer in SonicWall's payment portal. This authorization will continue until otherwise terminated through SonicWall's payment portal by one of Customer's Authorized Contacts.   SonicWall will apply a $35.00 service charge to Customer's account or the highest amount permitted by law, whichever is less, for any electronic debit that is returned unpaid due to insufficient funds or due to Customer's bank's electronic draft restrictions.

5.3.2.   Credit Card. When enrolled in a credit card payment processing method, Customer authorizes SonicWall to charge Customer's credit card, as designated by Customer in SonicWall's payment portal. SonicWall reserves the right to charge a convenience fee to any amounts paid by credit card equal to the costs of accepting Customer's card.

5.4.   Taxes. The Fees stated in an Order are exclusive of any taxes unless otherwise specified on the invoice. Customer must pay any applicable value-added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and which SonicWall is permitted to collect from Customer under applicable law. Customer will be responsible for any applicable taxes and for all other taxes that Customer is legally obligated to pay, including any taxes that arise on the distribution or provision of products or services to Customer's customers or affiliates. If SonicWall is required to pay sales, use, property, value-added or other taxes based on the Offerings provided under this Agreement or on Customer's use of Offerings, then such taxes shall be billed to and paid by Customer. SonicWall will be responsible for all taxes based on its net income, gross receipts taxes imposed in lieu of taxes on income or profits. If Customer qualifies for a tax exemption, Customer must provide SonicWall with a valid certificate of exemption or other appropriate proof of exemption.

5.5.   Changes to the Environment. If the Environment changes or if the number of authorized users accessing the Environment increases, then Customer agrees that SonicWall may, in its sole discretion, automatically and immediately modify the Fees to accommodate those changes. Such changes, if applicable, may be applied retroactively to the earliest date on which the changes occurred.

5.6.   Suspension; Late Fees. SonicWall reserves the right to charge Customer a late penalty of 1.5% per month (or the maximum rate permitted by law, whichever is the lesser) for any amounts payable to SonicWall by Customer that are not subject to a good faith dispute and that remain unpaid after the due date until such amount is paid. Amounts due or payable to SonicWall may not be offset against any other amount due and payable to SonicWall. SonicWall reserves the right to suspend part or all of the Offering without prior notice to Customer in the event that any portion of undisputed Fees are not timely paid. Monthly or recurring charges (if applicable) will continue to accrue during any period of suspension. Notice of disputes related to Fees must

be received by SonicWall within thirty (30) days after Customer is invoiced for the applicable Offering, otherwise Customer waives its right to dispute the Fee thereafter. SonicWall reserves the right to charge a reasonable reconnect fee (of no more than 10% of monthly recurring fees) if an Offering is suspended due to nonpayment.

5.7. <u>Increases</u>. SonicWall may increase Fees from time to time as follows:

5.7.1. <u>Service Fees</u>. SonicWall reserves the right to increase the Fees for any Service ("**Service Fees**") upon commercially reasonable advance written notice, which may be made via email or via the relevant management platform for the Offering ("**Notice Period**"). Such increases will be reflected in the invoice following the date on which the increase takes effect. If Customer timely terminates the Services during the Notice Period, then Customer will be responsible for the payment of all fees accrued up to the termination date as well as all pre-approved, non-mitigatable expenses (e.g., access licenses, hardware purchases, etc.) that SonicWall incurred in providing or facilitating the Services through the date of termination. Customer's continued acceptance or use of the Services after the expiration of the Notice Period will indicate acceptance of the increased Fees.

5.7.2. <u>Third-Party Costs</u>. In addition to the foregoing, SonicWall reserves the right to pass through to Customer any increases in the costs and/or fees charged by third party sellers for applicable Third Party Products. SonicWall cannot predict whether such increases will occur, but SonicWall will endeavor to provide Customer with as much advance notice of such increases as reasonably possible. Such increases are independent of any increases to Service Fees and, as such, will not be included in any calculation to determine whether a Service Fee increase triggers Customer's right to terminate the Services as described above.

6. **Customer Account Management**.

6.1. <u>Customer Agent</u>. Customer is solely responsible for properly registering and managing its account, its use or distribution of the Offering, all activations and deactivations, and the security, use, and administration of all license keys, passwords, or other similar mechanisms. If Customer engages or relies on a Partner, integrator, employee, subcontractor, or other third party ("**Customer Agent**") to perform all or part of the Customer's responsibilities under this Agreement, including without limitation the acceptance of the terms of this Agreement or registration and management of Customer's account, then SonicWall shall be entitled to rely on the direction of such Customer Agent with respect to the Customer's account, and Customer shall be bound by and solely responsible for the acts and omissions of such Customer Agent.

6.2. <u>Account Information; Transfer</u>. Customer acknowledges and agrees that SonicWall's calculation of Fees or other amounts due and payable may be based on license keys, passwords, or other mechanisms provided by SonicWall to access or use the Offering, and Customer agrees to pay all Fees based on such calculations. SonicWall is not obligated to issue refunds or credits for Customer's or Customer Agent's failure to properly register its account or maintain the security, use and administration of such information. Customer shall immediately contact SonicWall if any such information changes, or is lost, stolen, misplaced, or otherwise compromised. Customer acknowledges that proper registration is required to transfer ownership of any eligible Offerings

and that SonicWall is not responsible for transferring Offerings that are not properly registered. SonicWall is not liable for any costs, fees or other damages related to Offerings that are not properly registered.

7. **Proprietary Rights; Ownership**

7.1. Proprietary Rights. Customer understands and agrees that (i) the Offerings are protected by copyright and other intellectual property laws and treaties, (ii) SonicWall, its Affiliates and/or its licensors own all works of authorship, patents, trademarks, copyrights and other intellectual property ("**Intellectual Property**") in any Offering or the components thereof, (iii) nothing in this Agreement conveys or grants any ownership rights or goodwill in SonicWall's Intellectual Property to Customer, (iv) Software is licensed, and not sold, (iv) SonicWall owns any software, codes, algorithms, or other works of authorship that SonicWall creates while providing Services to Customer, (v) this Agreement does not grant Customer any rights to SonicWall's trademarks or service marks, (vi) SonicWall's Documentation, marketing, and promotional materials are SonicWall's proprietary materials and cannot be copied, transmitted, or further disseminated by Customer without SonicWall's prior written consent and (vii) SonicWall reserves any and all rights, implied or otherwise, which are not expressly granted to Customer in this Agreement.

7.2. License to Customer Materials. If Customer provides any Intellectual Property or other data or information necessary for SonicWall to deliver the Offering, Customer hereby grants SonicWall a perpetual, irrevocable, non-exclusive, worldwide, royalty free, fully paid-up license to use execute, adapt, translate, reproduce, display, perform, modify, and create derivative works of such Intellectual Property, data and information to deliver, develop, and improve Sonicwall Offerings, including using such Intellectual Property, data and information as training material for artificial intelligence or machine learning, the results or outputs of which shall be the owned by SonicWall.

7.3. Third Party Licenses. If SonicWall provides licenses to Customer for third party software, then Customer understands and agrees that such software is licensed, and not sold, to Customer and any use of that software is subject to the terms and conditions of (i) this Agreement, (ii) the applicable Supplemental Agreement and/or Service Description, (iii) written directions supplied to Customer by SonicWall, and (iv) any applicable third-party end user license agreement or other terms of use, including those listed in any Service Description; no other uses of such third party software are authorized or permitted.

8. **Confidentiality**

8.1. Definition. "**Confidential Information**" means information or materials disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") that are not generally available to the public and which, due to their character and nature, a reasonable person under like circumstances would treat as confidential, including, without limitation, financial, marketing, and pricing information, trade secrets, know-how, proprietary tools, knowledge and methodologies, the Software (in source code and/or object code form), information or benchmark test results regarding the functionality and performance of the Software, any Software license keys provided to Customer, and the terms and conditions of this Agreement. Reporting and registration information provided by Customer to SonicWall under this Agreement shall be deemed SonicWall Confidential Information. Confidential Information shall

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not include information or materials that (i) are generally known to the public, other than as a result of an unpermitted disclosure by the Receiving Party after the Effective Date; (ii) were known to the Receiving Party without an obligation of confidentiality prior to receipt from the Disclosing Party; (iii) the Receiving Party lawfully received from a third party without that third party's breach of agreement or obligation of trust; (iv) is Protected Data, or (v) are or were independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information.

8.2. Obligations. The Receiving Party shall (i) not disclose the Disclosing Party's Confidential Information to any third party, except as permitted in this Section 13 and (ii) protect the Disclosing Party's Confidential Information from unauthorized use or disclosure by exercising at least the same degree of care it uses to protect its own similar information, but in no event less than a reasonable degree of care. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized use or disclosure of the Disclosing Party's Confidential Information and will cooperate with the Disclosing Party in any litigation brought by the Disclosing Party against third parties to protect its proprietary rights. For the avoidance of doubt, this Section shall apply to all disclosures of the parties' Confidential Information as of the Effective Date, whether or not specifically arising from a party's performance under this Agreement.

8.3. Permitted Disclosures. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent to any of its Affiliates, directors, officers, employees, consultants, contractors or representatives (collectively, the "**Representatives**"), but only to those Representatives that (i) have a "need to know" in order to carry out the purposes of this Agreement or to provide professional advice in connection with this Agreement, (ii) are legally bound to the Receiving Party to protect information such as the Confidential Information under terms at least as restrictive as those provided herein, and (iii) have been informed by the Receiving Party of the confidential nature of the Confidential Information and the requirements regarding restrictions on disclosure and use as set forth in this Section. The Receiving Party shall be liable to the Disclosing Party for the acts or omissions of any Representatives to which it discloses Confidential Information which, if done by the Receiving Party, would be a breach of this Agreement.

8.4. Compelled Disclosure. If the Receiving Party is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Disclosing Party's Confidential Information, and provided that it is not prohibited by law from doing so, the Receiving Party will immediately notify the Disclosing Party in writing of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive the Receiving Party's compliance with the provisions of this Section. The Receiving Party will use its best efforts, as directed by the Disclosing Party and at the Disclosing Party's expense, to obtain or assist the Disclosing Party in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, the Receiving Party may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that the Receiving Party has been advised, by written opinion from its counsel (which shall be shared with the Disclosing Party), that the Receiving Party is legally compelled to disclose.

8.5. Additional NDA. Under some circumstances SonicWall and Customer may be required to enter into one or more additional nondisclosure agreements (each an "**NDA**") for the protection of a

third party's Confidential Information (such as, for example, a business associate agreement). In that event, the terms of the NDA will be read in conjunction with the terms of the confidentiality provisions of this Agreement, and the terms that protect confidentiality most stringently shall govern the use and destruction of the relevant Confidential Information.

8.6. <u>Protected Data</u>. For purposes of this Section, "**Protected Data**" means any information or data that is provided by Customer to SonicWall during this Agreement that alone or together with any other information relates to an identified or identifiable natural person or data considered to be personal data as defined under Privacy Laws. "**Privacy Laws**" means any applicable law, statute, directive or regulation regarding privacy, data protection, information security obligations and/or the processing of Protected Data. Except as permitted herein or to the extent required by Privacy Laws or legal process, SonicWall shall implement reasonable technical and organizational measures to prevent unauthorized disclosure of or access to Protected Data by third parties and shall only store and process Protected Data as may be required to fulfill its obligations under this Agreement. If SonicWall complies with Customer's written instructions with respect to the Protected Data, SonicWall shall have no liability to Customer for any breach of this Section resulting from such compliance. As required by Privacy Laws, SonicWall shall notify Customer of any disclosure of or access to the Protected Data by a third party in material breach of this Section and shall cooperate with Customer to reasonably remediate the effects of such disclosure or access. SonicWall further affirms to Customer that it has adequate agreements in place incorporating the EU standard contractual clauses for the transfer of Protected Data from the European Union ("**EU**") to a country outside the EU. Customer hereby (i) represents that it has the right to send the Protected Data to SonicWall, (ii) consents for SonicWall to store and use the Protected Data worldwide for the sole purpose of performing its rights and obligations under this Agreement, (iii) agrees that the Protected Data may be accessed and used by SonicWall and its Representatives worldwide as may be needed to support SonicWall's standard business operations, and (iv) agrees that Protected Data consisting of Customer contact information (e.g., names, phone numbers, email addresses) provided as part of Support Services may be sent to SonicWall's third party service providers as part of SonicWall's services improvement processes. The Data Processing Agreement found at https://www.sonicwall.com/medialibrary/legal/SonicWall-Data-Processing-Agreement-Customer-Sept-2022.pdf is incorporated into this Agreement and shall apply to any processing of personal data as defined therein.

8.7. <u>System Data</u>. SonicWall may collect data on the configuration, operation, performance and use of Offerings ("**System Data**"). System Data does not encompass any production data stored or processed by Customer on or with an Offering. System Data may be used by SonicWall to (a) support or carry out its provision of Offerings to Customer, (b) identify and develop updates or improvements to Offerings, (c) enhance Customer's use or expansion of Offerings or (d) exercise or fulfill its legal rights and obligations (collectively referred to as the "**Purpose**"). Any transfer of System Data to third parties will be consistent with applicable laws, and subject to protections appropriate for confidential Customer information. Subject to any mandatory statutory rights of Customer and third parties, SonicWall shall exclusively own and retain all rights in System Data that neither identifies Customer nor is personally identifiable with an individual ("**Anonymized System Data**"). Such data shall be considered Confidential Information of SonicWall, and SonicWall may use or share Anonymized System Data for any lawful technical or commercial purposes. Customer's disablement of related telemetry collection features may result in disruption or disablement of the Offering.

8.8. <u>Security Data</u>. SonicWall and Third Party Providers may collect, retain and transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, statistics for protection against spam and malware and other security related data ("**Security Data**"). Customer agrees that, except for any Protected Data, SonicWall may use Security Data for its business purposes and for the improvement of its Offerings.

8.9. <u>Privacy</u>.   Customer authorizes SonicWall to transmit, backup and use Customer Data to provide the Offering to Customer. SonicWall may collect, use and share information, including limited personal information, from our customers in connection with providing the Offerings. SonicWall may collect limited personal data when Customer registers an account, utilizes an Offering, or otherwise provides SonicWall information such as name, contact details and company name. SonicWall uses and protects personal information collected in connection with the provision of an Offering, including Protected Data and System Data, in accordance with the SonicWall Privacy Statement available at https://www.sonicwall.com/legal/privacy-statement.

9. **Third Party Products**

9.1. <u>Returns</u>. Third Party Products purchased through SonicWall are generally nonrefundable once the item is obtained from SonicWall's third party seller. If Customer desires to return a Third Party Product, then the third party seller's return policies will apply. SonicWall does not guarantee that Third Party Products will be returnable, exchangeable, or that re-stocking fees can or will be avoided, and Customer agrees to be responsible for paying all re-stocking or return-related fees charged by the third party seller.

9.2. <u>Discontinued Features</u>. Certain Offerings may contain features designed to interoperate with Third Party Products. If the Third Party Product is no longer made available by the applicable third party seller, SonicWall may discontinue the related feature in the Offering, and Customer will not be entitled to any refund, credit or other compensation as a result of the discontinuation.

10. **Data Protection and Security**.

10.1. <u>SonicWall Security Measures</u>. SonicWall will maintain reasonable and appropriate security measures and provide the Offerings in accordance with relevant industry standards. This Agreement, including any applicable Data Processing Agreement and Service Description, along with applicable SonicWall data security policies, define the administrative, physical, technical and other safeguards applied to Customer Data collected by or residing in an Offering. SonicWall has used reasonable efforts to ensure the Offering, as provided by SonicWall, will not contain any viruses, worms, Trojan Horses, or other malicious or destructive code designed to allow unauthorized intrusion upon, disabling of, or erasure of the Software, except that the Offering may contain a key limiting its use to the scope and duration of the license granted. Notwithstanding the foregoing, Customer agrees that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by malware downloaded or installed into the Environment. We do not warrant or guarantee that all malware, suspicious, or malicious activity will be capable of being detected, avoided, quarantined, or removed, or that any data deleted, corrupted, or encrypted by such malware

will be recoverable. SonicWall is not responsible for activating multifactor authentication in any application in or connected to the Environment.

10.2. <u>Customer Security Measures</u>.   Except to the extent otherwise provided in the Service Description, Customer is responsible for applying reasonable and appropriate security measures in accordance with industry standards to Customer Data and the Environment, which may include: (a) controlling access Customer provides to its personnel and/or End Users; (b) configuring the Offering appropriately; (c) securing Customer Data (e.g., through encryption) while it is in transit and at rest; (d) backing up Customer Data consistent with the requirements of this Agreement; (e) applying updates to the Offerings as they are made available; (f) activating multi-factor authentication; and (g) maintaining current support and maintenance for the Offerings ("**Customer Security Obligations**").   Customer acknowledges and agrees that it is solely responsible for ensuring that that it has implemented appropriate security measures for the Environment, Customer Data and Customer's intended use of the Offering.   Customer acknowledges that uploading Customer Data to an Offering does not constitute a disclosure by Customer of Confidential Information to SonicWall.   Customer acknowledges and agrees that it is solely responsible for implementing and maintaining reasonable physical security for the Environment and all devices connected to the Environment. Customer acknowledges that Customer's failure to implement adequate physical security could lead to Security Incidents in the Environment, and Customer agrees that SonicWall has no responsibility or liability of any kind under this Agreement for any physical security related to the Environment or for any failure to meet Customer Security Obligations.

10.3. <u>Data Loss Prevention and Mitigation</u>. Customer is solely responsible for all Customer Data. Customer shall implement IT architecture and processes to prevent and mitigate damages in line with the criticality of the Customer Data for Customer's business and its data protection requirements, including a business recovery plan. Customer will: (a) provide for a backup process on a regular basis and backup relevant data before SonicWall or a third party performs any remedial, upgrade or other work on the Offering or accesses Customer's IT systems; (b) monitor the availability and performance of Customer's IT environment, including the Offering; and (c) promptly react to messages and alerts received from SonicWall, including through notification features of the Offering or otherwise, and immediately report any identified issues to SonicWall. To the extent that SonicWall has any liability for loss of Customer Data, SonicWall will only be liable for the cost of commercially reasonable and customary efforts to recover the lost data from Customer's last available backup.

10.4. <u>Critical Updates</u>. In the event SonicWall identifies one or more critical security vulnerabilities in any of its Offerings, SonicWall may develop an update to remediate such critical security vulnerabilities ("**Critical Update**"). Customer agrees that SonicWall may, in its sole discretion, apply the Critical Update to any impacted Offerings in use by Customer. Critical Updates may be applied regardless of whether Customer has an active agreement for maintenance and support services.

10.5. <u>No Reverse Engineering or Testing</u>. Customer agrees not to, and shall not permit any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, or programming interfaces of any Offering, except as expressly permitted by applicable law. If such laws apply, Customer must first request the necessary information from SonicWall before attempting any reverse engineering, and any

information obtained shall be used solely for legal compliance purposes and not for competitive or commercial advantage. Unauthorized reverse engineering shall result in immediate termination of this Agreement, any Supplemental Agreement, and any Order or licenses granted thereunder, and may subject you to legal action. Unless authorized by SonicWall in writing, Customer will not conduct or allow any third party to conduct any test (diagnostic or otherwise) of any Offering, including without limitation penetration testing or application or network vulnerability scanning, except such testing as Customer may perform on its own Environment. The results of any such testing shall be considered SonicWall Confidential Information and may only be used by Customer for its internal business purposes.

10.6. <u>Required Disclosure</u>. If Customer discovers any security vulnerabilities, defects, or weaknesses in any Offering, Customer shall promptly and confidentially report them to SonicWall Inc at https://psirt.global.sonicwall.com/report-vuln. The existence and details of any such vulnerabilities are SonicWall's Confidential Information, and Customer shall not exploit, share, or disclose such vulnerabilities to any third party without prior written consent from SonicWall. Exploiting, sharing or otherwise disclosing such vulnerabilities without SonicWall's prior written consent is a material breach of the Agreement and shall result in immediate termination of this Agreement.

11. **Audit and Record-Keeping**. Customer will maintain legible, accurate and complete books and records relating to the Customer's performance under the Agreement and any Supplemental Agreement and Order thereunder for a period of 10 years from the date of creation ("**Audit Period**"). During the Audit Period, Customer shall cooperate and assist SonicWall and its representatives with any audit, review, or investigation ("**Audit**") related to (i) compliance with the Agreement and any Supplemental Agreement and Order thereunder; (ii) compliance with Applicable Laws; (iii) any amounts payable by or due to SonicWall, and (iv) Customer's use, access, control, location, distribution, or delivery of SonicWall Offerings, including the identity of end users, whether sourced from SonicWall or a third party. In connection with an Audit, Customer will provide SonicWall all records, information, and documents reasonably requested by SonicWall. SonicWall has the right to conduct onsite Audits upon reasonable notice and during normal business hours, and Customer will grant SonicWall and its employees and representatives reasonable access to information, records, personnel, and customers and provide entry and access to Customer premises or other locations where such information and records are located. Failure to cooperate with an Audit or provide the information or records requested by SonicWall is a material breach of this Agreement. If Customer's use, implementation, or deployment of the Offering is found to be greater than its purchased entitlement to such Offering, Customer will be invoiced for the over-deployed quantities at SonicWall's then current list price without any deduction of discounts, rebates, incentives or other amounts plus any applicable Support Services and over-deployment fees. SonicWall will pay the costs of an Audit unless a payment discrepancy of five percent (5%) or more is discovered in the Audit, in which case Customer shall be responsible for all costs of the Audit. At the end of the Audit Period, Customer must dispose of all records appropriately.

12. **Export Compliance.** Customer acknowledges that the Products are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other applicable foreign agencies (the "**Export Controls**") and agrees to abide by the Export Controls. Customer hereby agrees to use the Products in accordance with Export Controls, and shall not export, re-export, sell, lease or otherwise transfer the Products or any copy, portion or direct product of the foregoing in violation of the Export Controls. Customer is solely responsible for obtaining all necessary licenses or

authorizations relating to the export, re-export, sale, lease or transfer of the Products and for ensuring compliance with the requirements of such licenses or authorizations. Customer hereby (i) represents that Customer (and each of its customers if Customer is providing them Products as permitted by SonicWall), is not an entity or person to which shipment of Products is prohibited by the Export Controls; and (ii) agrees that it shall not export, re-export or otherwise transfer the Products to (a) any country subject to a United States trade embargo, (b) a national or resident of any country subject to a United States trade embargo, (c) any person or entity to which shipment of Products is prohibited by the Export Controls, or (d) anyone who is engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles or chemical or biological weapons. Customer shall, at its expense, defend SonicWall and its Affiliates from any third party claim or action arising out of any inaccurate representation made by Customer regarding the existence of an export license, Customer's failure to provide information to SonicWall to obtain an export license, or any allegation made against SonicWall due to Customer's violation or alleged violation of the Export Controls (an "**Export Claim**") and shall pay any judgments or settlements reached in connection with the Export Claim as well as SonicWall's costs of responding to the Export Claim.

13. **Term and Termination**.

13.1. Effective Date; Termination. This Agreement is effective as of Effective Date and shall continue in force until terminated. Except as otherwise provided herein, this Agreement and any applicable Supplemental Agreement may be terminated (i) by mutual written agreement of SonicWall and Customer, (ii) with respect to any Offering, in accordance with the terms of the appliable Supplemental Agreement, or (iii) by either party for a breach of this Agreement by the other party (or a Third Party User) that the breaching party fails to cure to the non-breaching party's reasonable satisfaction within thirty (30) days following receipt of notice of the breach. Customer understands and agrees that SonicWall may immediately terminate this Agreement and any applicable Supplemental Agreement or suspend access to the Offerings (in addition to any other rights or remedies it may have) if: (i) it has not received payment for amounts due and payable to SonicWall by Customer or a Partner from whom Customer has purchased; (ii) Customer and/or Partner has otherwise breached any of the provisions of this Agreement, a Supplemental Agreement, a Service Description, or any other agreement with SonicWall; (iii) Customer or any of its staff, personnel, contractors, or representatives engage in any act or behavior that renders it impracticable, imprudent, or unreasonable for SonicWall to provide or facilitate the Offering; or (iv) Customer is otherwise using any Offering in a way that violates Applicable Laws. Customer will have no recourse against SonicWall and SonicWall shall have no liability as a result of any such termination or suspension.

13.2. Effect of Termination. Upon termination of this Agreement, a Supplemental Agreement, or expiration or termination of a license for any reason, all rights granted to Customer for the applicable Offering shall immediately cease and Customer shall immediately: (i) cease using the applicable Offering, (ii) remove all copies, installations, and instances of affected Software from all Appliances, Customer computers and any other devices on which the Software was installed, and ensure that all third parties accessing the Offering via the Customer do the same, (iii) return affected Software to SonicWall together with all Documentation and other materials associated with the Software and all copies of any of the foregoing, or destroy such items, (iv) cease using the Support Services associated with the Offering, (v) pay SonicWall or the applicable Partner all amounts due and payable up to the date of termination, and (vi) give SonicWall a written

certification, within ten (10) days, that Customer and all third parties accessing the Offering via the Customer have complied with all of the foregoing obligations. Customer's or such third parties' continued use of any Offerings after termination or expiration of this Agreement, an applicable Supplemental Agreement, or the term of any license or subscription hereunder is a material breach of this Agreement and shall result in additional Fees. Any provision of this Agreement that requires or contemplates execution after (i) termination of this Agreement, (ii) a termination or expiration of a license, or (iii) the expiration of a license or subscription, is enforceable against the other party and their respective successors and assignees notwithstanding such termination or expiration. Termination of this Agreement or a license shall be without prejudice to any other remedies that the terminating party or a Partner may have under law, subject to the limitations and exclusions set forth in this Agreement.

13.3. <u>Offering Lifecycle</u>. The availability and support of Offerings (and features thereof) are governed by SonicWall's End of Life Policy policies, available at: www.sonicwall.com/support/product-lifecycle-tables/. In accordance with such policies, which may be updated in SonicWall's sole discretion, SonicWall reserves the right to discontinue any Offering or feature thereof, and terminate support for any prior release or version of any Offering. Upon the discontinuation of any Offering, this Agreement, the applicable Supplemental Agreement, and all licenses or subscriptions granted thereunder, shall be terminated with respect to such discontinued Offering.

14. **Warranties**

14.1. <u>Appliance Warranty</u>. SonicWall warrants that, for one (1) year following the date the Appliance is registered with SonicWall, the operation of the Appliance will materially conform to the applicable Documentation or other published specifications of such Appliance (the "**Appliance Warranty**"). For a material breach of the Appliance Warranty, SonicWall will use reasonable efforts to repair or replace the nonconforming Appliance with an Appliance that conforms to the Appliance Warranty.

14.2. <u>Software Warranty</u>. SonicWall warrants that, for ninety (90) days following the date the Software is registered with SonicWall, the operation of the Software will materially conform to the applicable Documentation or other published specifications of such Software (the "**Software Warranty**"). For a material breach of the Software Warranty, SonicWall will use reasonable efforts to correct or provide a workaround for reproducible errors in the Software within a reasonable time considering the severity of the error and its effect on Customer or, at SonicWall's option, refund the license Fees paid for the nonconforming Software upon return of such Software to SonicWall and termination of the related license(s).

14.3. <u>Service Warranty</u>.   SonicWall warrants that, as and when delivered to Customer, the Services shall be performed in a good and workmanlike manner in accordance with standard industry practices for similar services (the "**Service Warranty**"). For a material breach of the Service Warranty, SonicWall will use reasonable efforts to re-perform the Services within a reasonable time considering the severity of the error and its effect on Customer or, at SonicWall's option, refund the Service Fees paid for the nonconforming Services.

14.4. <u>SaaS Warranty</u>. SonicWall warrants that, during the applicable SaaS subscription term, the SaaS will materially conform to the applicable Documentation or other published specifications for such SaaS (the "**SaaS Warranty**"). For a material breach of the SaaS Warranty , SonicWall will use reasonable efforts to correct or provide a workaround for reproducible errors in the SaaS within a reasonable time considering the severity of the error and its effect on Customer or terminate the license and provide a credit or refund of the Fees according the applicable service level agreement and credit schedule for the SaaS, or if none exists, allocable to the period of the SaaS subscription remaining when the license was terminated.

14.5. <u>Warranty Exclusions</u>.

14.5.1. <u>General</u>. The warranties set forth in this Section shall not apply to any non-conformance (i) that SonicWall cannot recreate after exercising commercially reasonable efforts to attempt to do so; (ii) caused by misuse of the applicable Offering or by using the Offering in a manner that is inconsistent with this Agreement; or (iii) arising from the modification of the Offering by anyone other than SonicWall.

14.5.2. <u>Third Party Products</u>. THIRD PARTY PRODUCTS ARE PROVIDED BY SONICWALL "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SonicWall will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to Customer, but SonicWall will have no liability whatsoever for the quality, functionality, or operability of any Third Party Products, and SonicWall will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products.

14.6. <u>Warranty Disclaimer</u>. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES PROVIDED BY SONICWALL HEREUNDER, AND THE REMEDIES SET FORTH IN THIS SECTION ARE THE EXCLUSIVE REMEDIES AND SONICWALL'S SOLE OBLIGATION WITH REGARD TO ANY APPLICABLE WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, AVAILABILITY, SATISFACTORY QUALITY, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. SONICWALL DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE OFFERINGS. AVAILABILITY OF THE OFFERINGS MAY BE LIMITED, AND PRICING AND AVAILABILITY OF THE OFFERINGS MAY CHANGE WITHOUT NOTICE.

14.7. <u>High-Risk Disclaimer</u>. Customer understands and agrees that the Offerings are not fault-tolerant and are not designed or intended for use in any high-risk or hazardous environment, including without limitation, the operation of nuclear facilities, aircraft navigation, air traffic control, life support machines, weapons systems, or any other application where the failure or malfunction of any Offering can reasonably be expected to result in death, personal injury, severe property damage or severe environmental harm ("**High Risk Environment**"). Accordingly, (i) Customer should not use the Offerings in a High Risk Environment, (ii) any use of the Offerings by Customer in a High Risk Environment is at Customer's own risk, (iii) SonicWall, its Affiliates and suppliers shall not be liable to Customer in any way for use of the Offerings in a High Risk Environment,

and (iv) SonicWall makes no warranties or assurances, express or implied, regarding use of the Offerings in a High Risk Environment. Further, Customer acknowledges that Offerings provided under this Agreement are not designed with security and access management for the processing and/or storage of (a) classified data and software; (b) data and software controlled under the International Traffic in Arms Regulations ("**ITAR**"); and (c) personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices or by law (collectively referred to as "**Excluded Data**"). Customer hereby agrees that it is solely responsible for reviewing data that the Offerings will provide to SonicWall (or to which SonicWall will have access) to ensure that it does not contain Excluded Data.

15. **Indemnification**

15.1. <u>By SonicWall</u>. SonicWall shall indemnify Customer from and against any claim, suit, action, or proceeding brought against Customer by a third party to the extent it is based on an allegation that the Offering directly infringes any patent, copyright, trademark, or other proprietary right enforceable in the United States or misappropriates a trade secret (a "**Claim**"). Indemnification for a Claim shall consist of the following: SonicWall shall (a) defend or settle the Claim at its own expense, (b) pay any judgments finally awarded against Customer under a Claim or any amounts assessed against Customer in any settlements of a Claim, and (c) reimburse Customer for the reasonable administrative costs or expenses, including without limitation reasonable attorneys' fees, it necessarily incurs in responding to the Claim. SonicWall shall have no obligation hereunder to defend Customer against any Claim (a) resulting from use of the Offering other than as authorized by this Agreement, (b) resulting from a modification of the Offering other than by SonicWall, (c) based on Customer's use of any release of Software or SaaS other than the current release of the Software, or (d) to the extent the Claim arises from or is based on the use of the Offering with other products, services, or data not supplied by SonicWall if the infringement would not have occurred but for such use. If, as a result of a Claim or an injunction, Customer must stop using any Offering, SonicWall shall at its expense and option either (1) obtain for Customer the right to continue using the Offering, (2) replace the Offering with a functionally equivalent non-infringing Offering, (3) modify the Offering so that it is non-infringing, or (4) terminate the license for or use of the Offering and (A) excluding Services and SaaS, accept the return of the Offering and refund the Fee paid for the unused portion of the Offering, or (B) for SaaS, discontinue Customer's right to access and use the SaaS and refund of the Fees paid for the unused portion of any SaaS. This Section states SonicWall's entire liability and its sole and exclusive indemnification obligations with respect to a Claim or any infringing Offering.

15.2. <u>By Customer</u>. Customer shall defend and indemnify SonicWall, its Affiliates and subsidiaries, employees, personnel, agents, and subcontractors against any threatened or actual claim or action arising from or relating to Customer's acts or omissions including without limitation (a) Customer's misuse or modification of any Offering; (b) Customer's combination, operation or use of any of the Offering with any third party data, products, software, "as a service" products, or services, where such combination, operation or use infringes or misappropriates any intellectual property right or trade secret of a third party; (c) Customer's fraud, misrepresentation, gross negligence, or willful misconduct; (d) the provision of Customer's own products, software, or services; (e) Customer's breach of or noncompliance with the provisions of this Agreement or any Supplemental Agreements; (f) any false or inaccurate representation by Customer, (g) infringement of any patent, copyright, trademark, or other proprietary right by

Customer, or (h) any violation or alleged violation of any applicable customs, export control, or other laws, policies or regulations (except to the extent that such violation, or alleged violation, is a direct result of SonicWall's violation of applicable laws or regulations).

15.3. <u>Process</u>.   The indemnified party will (i) promptly notify the indemnifying party in writing of any claim; (ii) grant the indemnifying party sole control of the defense and resolution of the claim; and (iii) cooperate with the indemnifying party, at the indemnifying party's expense, in defending and resolving the claim. Failure to provide prompt notice, however, will not affect the indemnifying party's obligations to the extent the failure does not materially prejudice the indemnifying party's ability to defend the claim. In no event will an indemnifying party consent to the entry of any judgment or enter into any settlement with respect to any third-party claim without the prior written consent of the indemnified party, which shall not be unreasonably withheld, unless the judgment or settlement involves only the payment of money damages, without admission of fault, and expressly and unconditionally releases the indemnified party from all liabilities and obligations with respect to the claim. Notwithstanding the foregoing, in the event that the indemnifying party refuses to accept a tender or fails to respond to a tender within thirty (30) days, then the indemnified party may proceed to settle or otherwise defend the Claim as it deems appropriate. In such instance, the indemnifying party remains fully responsible for all costs and expenses incurred by the indemnified party, including any amounts awarded by a court or other judicial body.

16. **Limitation of Liability.**

16.1. IN NO EVENT SHALL SONICWALL, ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND OR (ii) LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, HOWSOEVER ARISING, WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES AND WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE.

16.2. THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF SONICWALL, ITS AFFILIATES AND SUPPLIERS, FOR DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL BE AN AMOUNT EQUAL TO THE GREATER OF (i) THE FEES PAID AND/OR OWED (AS APPLICABLE) BY CUSTOMER OR ITS AFFILIATES FOR THE OFFERINGS THAT ARE THE SUBJECT OF THE BREACH OR (ii) FIVE HUNDRED DOLLARS ($500.00), PROVIDED THAT FOR AN OFFERING SUBJECT TO RECURRING FEES, THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY SHALL BE THE GREATER OF (a) THE AMOUNT PAID AND/OR OWED (AS APPLICABLE) FOR SUCH OFFERING DURING THE TWELVE (12) MONTHS PRECEDING THE BREACH OR (b) FIVE HUNDRED DOLLARS ($500.00). THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR SONICWALL PROVIDING OFFERINGS TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF SONICWALL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES. IN NO EVENT SHALL SONICWALL HAVE ANY DIRECT OR INDIRECT LIABILITY OF ANY KIND FOR

CLAIMS, DAMAGES, OR CAUSES OF ACTION ARISING FROM OR RELATED TO ANY THIRD PARTY PRODUCTS OR OUT OF SCOPE SERVICES.

16.3. THE LIMITATIONS SET FORTH IN THIS SECTION 15 SHALL NOT APPLY TO (i) ANY BREACH OF THE LICENSE(S) OR RESTRICTIONS PROVISIONS OF THIS AGREEMENT; (ii) ANY BREACH OF THE CONFIDENTIAL INFORMATION PROVISIONS OF THIS AGREEMENT; (iii) OBLIGATIONS UNDER THE INFRINGEMENT INDEMNITY SECTION OF THIS AGREEMENT; (iv) WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE; (v) SONICWALL'S COSTS OF COLLECTING DELINQUENT AMOUNTS WHICH ARE NOT THE SUBJECT OF A GOOD FAITH DISPUTE;OR (vii) ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW.

17. **Miscellaneous**

17.1.   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 service as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, cyber-warfare, terrorism, cyber-terrorism, hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, epidemics, communication line failures, and power failures. For added certainty, this Section shall not operate to change, delete, or modify any of the parties' obligations under this Agreement (e.g., payment), but rather only to excuse a delay in the performance of such obligations.

17.2.   Disclosure of Customer Status. SonicWall may include Customer in its public listing of customers and, upon written consent by Customer, announce Customer's selection of SonicWall in its marketing communications. During the term of this Agreement, SonicWall may use Customer's company name, company location, and company's logos, trademarks, and service marks in SonicWall's marketing and promotional materials solely to demonstrate that Customer is a customer of SonicWall.

17.3.   Use by U.S. Government. The Software is a "commercial item" under FAR 12.201. Consistent with FAR section 12.212 and DFARS section 227.7202, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software or Documentation by the U.S. government is prohibited except as expressly permitted by the terms of this Agreement.

17.4.   Equal Opportunity. SonicWall is an Affirmative Action employer (M/F/D/V) as required by the Equal Opportunity clause C.F.R. § 60-741.5(a).

17.5.   Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws principles that would require the application of laws of a different state. Any action seeking enforcement of this Agreement or any provision hereof shall be brought exclusively in the state or federal courts located in the Santa Clara County, California. Each party hereby agrees to submit to the jurisdiction of such courts. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated.

17.6. <u>Claim Period</u>. All claims must be made within the period specified by applicable law. If the law allows the parties to specify a shorter period for bringing claims, or the law does not provide a time limit, then claims must be made within 18 months after the cause of action accrues.

17.7. <u>Class Action Waiver</u>. CUSTOMER HEREBY WAIVES, WITH RESPECT TO ANY DISPUTE OR CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES: (I) THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; AND (II) THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON. The foregoing waiver is referred to herein as the "class action waiver". The parties acknowledge that this class action waiver is material and essential to the resolution of any claims hereunder and is non-severable from this Agreement. If this class action waiver is voided, found unenforceable, or limited with respect to any claim for which Customer seeks class-wide relief, then this section shall be null and void with respect to such claim, subject to the right to appeal the limitation or invalidation of the class action waiver; provided, however, that this section shall remain valid with respect to all other claims and disputes.

17.8. <u>Injunctive Relief</u>. Customer acknowledges and agrees that money damages may be an inadequate remedy for SonicWall in the event of a breach or threaten breach of this Agreement or a Supplemental Agreement. Therefore, unless Customer is a U.S. government entity, SonicWall shall be entitled to seek preliminary or immediate injunctive relief (including an order prohibiting Customer from taking actions in breach of such provisions), without limiting and in addition to its other rights and remedies and without the need for posting bond, and that specific performance as may be appropriate to preserve all of SonicWall's rights. All rights and remedies afforded SonicWall by law shall be cumulative and not exclusive.

17.9. <u>Legal Fees; Collections</u>. If any legal action is brought to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and other collection expenses, in addition to any other relief it may be awarded. If SonicWall is required to pursue a collections-related action to recover undisputed Fees, SonicWall will be entitled to obtain legal counsel or retain an outside collection agency within Customer's state of business or state of incorporation for collection of amount(s) Customer owes to SonicWall. Customer agrees to pay any and all attorneys' fees, court costs, court ordered interest (if applicable), and/or collection fees relevant to SonicWall's efforts to secure payment from Customer, which may also include costs for necessary travel by SonicWall personnel in order to represent such claims in the applicable jurisdiction

17.10. <u>Relationship of the Parties; Third Party Beneficiaries</u>. SonicWall is an independent contractor, and is not Customer's employer, employee, partner, or affiliate. The scope of SonicWall's relationship with Customer is limited to the specific Offerings provided to or facilitated for Customer, and no other relationship, fiduciary or otherwise, exists or will exist between the parties. If, by operation of law, a fiduciary relationship is imposed or presumed for out-of-scope services, Customer hereby waives that relationship and any fiduciary obligations thereunder. Customer has entered into this Agreement solely for its own benefit. Customer intends no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

17.11. Critical Vendor. In the event that Customer declares bankruptcy, or there is an assignment for the benefit of creditors, then Customer agrees that SonicWall is a "critical vendor," and Customer will take all steps necessary to have SonicWall designated as a "critical vendor" entitled to payment and all other priorities afforded to any of Customer's other critical vendors.

17.12. Notices. All notices provided hereunder shall be in writing and may be delivered by email, in the case of SonicWall to legal@sonicwall.com and in the case of Customer to the email address SonicWall has on file for Customer. All notices, requests, demands or communications shall be deemed effective upon delivery in accordance with this paragraph.

17.13. Assignment. Except as otherwise set forth herein, Customer shall not, in whole or part, assign or transfer any part of this Agreement, the licenses granted under this Agreement, or any other rights, interest or obligations hereunder, whether voluntarily, by contract, by operation of law or by merger (whether that party is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or order, or otherwise without the prior written consent of SonicWall. Any attempted transfer or assignment by Customer that is not permitted by this Agreement shall be null and void. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. SonicWall may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of SonicWall's business or any other transaction in which ownership of more than fifty percent (50%) of SonicWall's voting securities are transferred.

17.14. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or contrary to law, such provision will be enforced to the maximum extent permissible by law to affect the intent of the parties and the remaining provisions of this Agreement will remain in full force and effect. Notwithstanding the foregoing, the terms of this Agreement that limit, disclaim, or exclude warranties, remedies or damages are intended by the parties to be independent and remain in effect despite the failure or unenforceability of an agreed remedy. The parties have relied on the limitations and exclusions set forth in this Agreement in determining whether to enter into it.

17.15. Survival. The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive, including without limitation Sections 5 (Payment and Taxes), 7 (Proprietary Rights; Ownership), 8 (Confidentiality), 11 (Audit and Record Keeping), 14.6 (Warranty Disclaimer), 15 (Indemnification), 16 (Limitation of Liability), and 17 (Additional Terms).

17.16. Waiver. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

17.17. <u>Headings</u>. Headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement. This Agreement will not be construed either in favor of or against one party or the other, but rather in accordance with its fair meaning. When the term "including" is used in this Agreement it will be construed in each case to mean "including but not limited to."

17.18. <u>Entire Agreement</u>. Each party acknowledges that in entering into the Agreement it has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Agreement. Unless Customer has entered into another written agreement with respect to the Offerings which has been signed by Customer and an authorized representative of SonicWall and which conflicts with the provisions of this Agreement, Customer agrees that this Agreement supersedes all prior written or oral agreements, warranties or representations with respect to use of the Offerings. SonicWall will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by Customer unless SonicWall has expressly acknowledged the other terms and thereafter expressly and specifically accepted such other terms in writing. It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, or supplement in any manner the terms of this Agreement. All content referenced in this Agreement or Supplemental Agreement by hyperlink is incorporated into this Agreement in its entirety and is available to Customer in hardcopy form upon request. Customer understands and agrees that SonicWall may modify or amend this Agreement and the Supplemental Agreements at any time without notice. Customer is responsible for ensuring it is aware of the most current terms and conditions that apply to the Offerings and use thereof. The parties intend to sign, accept and/or deliver any Order, this Agreement, any Supplemental Agreement or any amendments thereto in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one Agreement. Customer acknowledges that it has read, understands and agrees to be bound by this Agreement and that this Agreement, together with all applicable Supplemental Agreements, is the complete and exclusive statement of the agreement between Customer and SonicWall regarding the Offerings.

Exhibit 1

Managed Security Services Agreement

1. **Scope**. This Managed Security Services Agreement ("**MSSA**") is between SonicWall Inc. ("**SonicWall**") and the individual or entity that will purchase, license, or use Managed Services provided by SonicWall ("**Customer**"). **BY RECEIVING OR USING THE MANAGED SERVICES, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THE MSSA. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THE MSSA, YOU MAY NOT RECEIVE OR USE THE MANAGED SERVICES**. If Customer accepts the MSSA or receives or uses the Managed Services on behalf of a business entity, then Customer represent that it has authority to take those actions, and the MSSA will be binding on that business entity.

2. **Definitions**.

   2.1. "**Device**" means any electronic device, peripheral, or computer processing unit, including a mobile device such as a notebook computer, smart phone or tablet computer, that is connected to the Environment, regardless of whether such device is owned, leased or otherwise controlled by Customer.

   2.2. "**Managed Environment**" means that portion of the Environment that is managed by SonicWall in connection with Managed Services.

   2.3. "**Managed Services**" means the MPSS Offering as further described in this MSSA and the relevant Order and Service Description, attached hereto as Schedule 1.

   2.4. "**Third Party Providers**" means the entities, other than SonicWall, providing services as described in the applicable Service Description and subject to Third Party Terms.

   2.5. "**Third Party Terms**" means the terms and conditions governing Customer's use of the Third Party Services, as described included in the applicable Service Description. Third Party Terms may include customer service agreements, subscription agreements, end user license agreements, acceptable use policies, or applicable terms and conditions.

   2.6. "**Third Party Services**" means any services offered by a Third Party Provider as described in the applicable Service Description and subject to Third Party Terms.

3. **Framework; Order of Precedence**. This MSSA consists of terms and conditions that govern the provision and use of Managed Services provided by SonicWall. Additional applicable terms are provided in: (i) SonicWall's General Commercial Agreement to which this Exhibit 1 is attached ("**Agreement**"); (ii) the Order; (iii) the Service Description(s); and (iv) Third Party Terms. The terms of the Agreement, Order, and applicable Service Description(s) are hereby incorporated into the MSSA. In the event of a conflict between the Agreement and the MSSA, the terms of the MSSA shall apply. In the event of a conflict between any Third Party Terms and the Agreement or MSSA, the Third Party Terms shall apply solely with respect to the Third Party Services. Capitalized terms not defined in the MSSA shall have the meanings assigned to them in the Agreement.

4. Managed Services

4.1. Scope. SonicWall shall provide Customer the Managed Services as described in an Order. The scope of SonicWall's engagement is limited to those Managed Services expressly listed in an Order, and all other services, projects, and related matters are out-of-scope (collectively, "**Out of Scope Services**") and will not be provided or facilitated by SonicWall unless SonicWall expressly agrees to do so in writing.

4.2. Service Description. Services may consist of one or more Third Party Services, which will be identified in the applicable Service Description. As various Third Party Providers' solutions change and/or newer technologies come to market, SonicWall may modify Service Descriptions and/or substitute one Third Party Service for a different Third Party Service. Continued use of the Managed Services after being advised of the modification will constitute Customer's acceptance of the change(s).

4.3. Fees. Customer agrees to pay the Fees for the Managed Services described in the Order and subsequent invoices. All Fees are due and payable in accordance with the Agreement.

4.4. Third Party Services. Except for Managed Services described in the applicable Service Description as Managed Services to be provided directly by SonicWall, the Managed Services will be provided by Third Party Providers and facilitated by SonicWall. Customer acknowledges that SonicWall is a reseller, not a provider, of Third Party Services. SonicWall's role in Third Party Services is limited to the facilitation, and not the actual provision, of such services to Customer. Customer understands and agrees that SonicWall is not responsible for any defect, omission, or failure of any Third Party Service, or any failure of any Third Party Provider to properly or timely update or provide its Third Party Services to Customer or SonicWall. SONICWALL FACILITATES THIRD PARTY SERVICES ON AN "AS IS" BASIS WITH NO GUARANTEE OR WARRANTY THAT THE THIRD PARTY SERVICE WILL OPERATE IN AN ERROR-FREE OR UNINTERRUPTED MANNER. If an issue requiring remediation arises with a Third Party Service, then SonicWall will make commercially reasonable efforts to provide a reasonable workaround or temporary fix if one is readily available, but SonicWall does not guarantee that such a workaround will be available or will achieve any particular result or outcome.

4.5. Third Party Terms. Certain Third Party Services may require Customer to accept Third Party Terms. All relevant Third Party Terms or links thereto are provided in the Service Description(s) included in the applicable Order. By accepting the Order and receiving the Managed Services, Customer agrees to the Third Party Terms. If the relevant Third Party Services require SonicWall to "click through" or otherwise accept Third Party Terms in order to facilitate a Third Party Service, then Customer hereby grants SonicWall permission to accept such Third Party Terms on Customer's behalf. Customer acknowledges that Third Party Providers may update Third Party Terms and that continued use of the Managed Services constitutes Customer's acceptance of such updated Third Party Terms.

4.6. Prioritization. All Managed Services will be provided on a schedule, and in a prioritized manner, as indicated in the Order. If no implementation, launch, or "go live date" is indicated in the Order, then the SonicWall will use commercially reasonable efforts to implement the Managed Services

on the date to be provided to Customer, taking into account SonicWall's the applicable Third Party Providers' schedules and availabilities.

4.7. Software Agents. Part or all of the Managed Services may require the installation of software agents ("**Software Agents**") in the Managed Environment. Software Agents are comprised of code that provide access to the Device(s) on which the code is installed, and through which the applicable Managed Services may be delivered, monitored, and managed. Customer acknowledges that Software Agents that are removed, disabled, circumvented, modified, or otherwise disrupted can materially degrade or stop the Managed Services and may cause Customer to incur downtime or security vulnerabilities. Customer agrees to hold SonicWall harmless from and against any costs, expenses, and fees arising from or related to any unauthorized removal, disablement, circumvention, modification, or disruption of any Software Agents.

4.8. Third Party Updates. Updates may be created and distributed by Third Party Providers and supplied to SonicWall from time to time for installation into the Managed Environment ("**Third Party Updates**"). If Third Party Updates are provided to Customer as part of the Managed Services, SonicWall will implement and follow the Third Party Provider's recommendations for the installation of Third Party Updates. SonicWall reserves the right to refrain from installing an Third Party Update until it determines, in its reasonable discretion, that the Third Party Update will be compatible with the Managed Environment or beneficial to the features or functionality of the affected Device, software and Managed Service. Notwithstanding the foregoing, in no event shall SonicWall (i) warrant or guarantee that any Third Party Update will perform properly, (ii) be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Third Party Update, (iii) be responsible for the remediation of any Device or software whose operation is affected by the Third Party Update, and (iv) be responsible for failing to install a Third Party Update that is not, in SonicWall's reasonable discretion, compatible with the Managed Environment or would otherwise degrade the Managed Services.

4.9. Fair Usage Policy. Customer may use an "unlimited" service as reasonably necessary to use the Managed Service without incurring additional time-based or usage-based costs. However, unless expressly stated otherwise in the Order, all unlimited services are provided during SonicWall's normal business hours only and are subject to SonicWall's technicians' availability.

5. **Customer Responsibilities**

5.1. Access. Customer hereby grants to SonicWall and relevant Third Party Providers the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the applicable portions of Customer's Environment and all Devices ("**Access**") as reasonably necessary to enable SonicWall or such Third Party Providers to facilitate and/or provide the Managed Services.

5.2. Permissions. Customer represents that, prior to the commencement of any Managed Services, it has obtained any necessary rights of entry, licenses (including software licenses), permits, consents or other permissions necessary for SonicWall or its Third Party Providers, to Access the Managed Environment, including any Protected Data, and provide the Managed Services. Upon SonicWall's request, Customer shall provide written proof of such permissions.

5.3.   <u>Minimum Requirements</u>.   If the Managed Services require certain minimum hardware or software requirements ("**Minimum Requirements**"), Customer agrees to implement and maintain those Minimum Requirements as an ongoing requirement of SonicWall providing or facilitating the Managed Services. Unless otherwise stated in writing by SonicWall, Devices managed under a Order will not receive or benefit from the Managed Services while those Devices: (1) do not meet the Minimum Requirements; and/or (2) are detached from, or unconnected to, the Managed Environment.

5.4.   <u>Authorized Contact(s)</u>. Customer shall designate one or more personnel or representatives to serve as contacts (each, an "**Authorized Contact**") with whom SonicWall and Third Party Providers may consult in connection with the provision of the Managed Services.   If no Authorized Contact is identified by Customer or if a previously identified Authorized Contact is no longer available, then Customer's Authorized Contact will be the person (i) who accepted the Order, or (ii) any Customer personnel with whom SonicWall interacts in connection with the Managed Services. SonicWall and Third Party Providers will be entitled to rely upon directions, guidance, and consent from an Authorized Contact unless and until SonicWall is affirmatively made aware of, and acknowledges, a change of status of the Authorized Contact. Changes affecting Authorized Contacts must be submitted to SonicWall through SonicWall's support ticketing system. Customer acknowledges it is solely responsible for ensuring the Authorized Contact information is current. SonicWall reserves the right to delay the facilitation, implementation, or provision of Managed Services until confirming the Authorized Contact's authority within Customer's organization.

5.5.   <u>Co-Management</u>. Where Customer has designated other Partners, vendors or personnel ("**Co-Managed Providers**") to provide Customer with services that overlap or conflict with the Managed Services, Customer agrees: (i) SonicWall is not responsible or liable for the acts or omissions of Co-Managed Providers, or the remediation of any problems, errors, or downtime associated with those acts or omissions, and (ii) in the event that a Co-Managed Provider's determination on an issue differs from SonicWall's position on a Service-related matter, SonicWall will defer to the Co-Managed Provider's determination. Customer agrees to defend, indemnify and hold SonicWall harmless from and against any and all damages, expenses, costs, fees, charges, obligations, claims, and causes of action arising from or related to any act or omission by, or direction from, the Co-Managed Providers.

5.6.   <u>Disclosure of Laws</u>. Customer represents that it knows of no law or regulation governing Customer's business that would impede or restrict the provision or facilitation of the Managed Services, or that would require SonicWall or its designated Third Party Provider to register with or report the provision or facilitation of the Managed Services, to any government or regulatory authority. Customer agrees to promptly notify SonicWall if Customer becomes subject to any such law. If Customer is or becomes subject to any applicable law the privacy or security of data provided or accessed in connection with the Managed Services, then Customer shall identify to SonicWall any data or information subject to protection under such law prior to providing or allowing SonicWall to access such information.   Customer acknowledges and agrees the applicability of any such laws may require a modification to the scope or pricing of the Managed Services.

5.7.   <u>No Legal Advice</u>. The Managed Services are not legal advice and will not be used to bring Customer into compliance with any rule, regulation, or other legal requirement. Customer is

responsible for obtaining their own legal representation related to any applicable industry, regulatory, and/or statutory-related requirements.

6. Limitations

6.1. <u>Unknown Devices</u>. SonicWall is not responsible for the diagnosis or remediation of any issues in the Managed Environment caused by the connection or use of any Devices connected to the Environment that were not disclosed by Customer and included as part of an Order ("**Unknown Devices**"). SonicWall is not obligated to provide the Managed Services to Unknown Devices.

6.2. <u>Data Deletion</u>. The information on equipment returned to SonicWall at the end of the Managed Services or, if applicable, provided to SonicWall for in-warranty repair or replacement, will be deleted; however, SonicWall cannot and does not guarantee that deleted information will be rendered irrecoverable under all circumstances. Customer therefore agrees to permanently delete any personal, confidential, and/or highly sensitive information from such equipment before providing or returning that equipment to SonicWall.

6.3. <u>Failure to Follow Advice</u>. SonicWall may provide Customer with advice and directions related to the use or implementation of the Managed Services or SonicWall may recommend additional services to Customer from time to time ("**Advice**"). SonicWall shall not be responsible for any problems or issues (including but not limited to downtime or security-related issues) that arise from or relate to Customer's failure to promptly or fully follow Advice. SonicWall shall have no liability or responsibility to remediate issues caused by a failure to follow Advice. If, in its sole discretion, SonicWall assists in such remediation, any related services are Out of Scope Services and shall be subject to the terms of this Agreement unless the parties have entered into a separate written agreement. If Customer's failure to follow Advice makes all or part of the Managed Services economically infeasable or technically impracticable to provide, such failure shall be a material breach of this MSSA, and SonicWall may terminate the applicable Managed Services for cause in accordance with this Agreement.

6.4. <u>Administrative Access</u>. If Customer requests or requires SonicWall to provide any non-SonicWall personnel (e.g. Co-Managed Providers) with administrative or "root" access to any portion of the Environment, then Customer agrees to defend, indemnify and hold SonicWall harmless from and against any and all damages, expenses, costs, fees, charges, obligations, claims, and causes of action arising from or related to any downtime, exploitations, vulnerabilities, or other issues caused by activities occurring at the administrative or root level in the Environment, provided that such activities were not performed or authorized in writing by SonicWall. The business records of SonicWall or its Third Party Provider shall be final and determinative proof of whether any such activities were performed or authorized in writing by SonicWall.

6.5. <u>Obsolescence</u>. If any portion of the Managed Environment becomes outdated, obsolete, reaches the end of its useful life, or acquires "end of support" status from the applicable Device's or software's manufacturer ("**Obsolete Element**"), then SonicWall may designate the Device or software as "unsupported" or "non-standard" and require Customer to replace or update the Obsolete Element. If the Obsolete Element is not replaced or updated reasonably promptly, then SonicWall may, in its discretion, (i) use reasonable efforts to continue to provide or facilitate the Managed Services to the Obsolete Element with no obligation to remediate the operability or functionality of the Obsolete Element, or (ii) eliminate the Obsolete Element from the scope of

the Managed Services by providing written notice (email is sufficient for this purpose). SONICWALL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE SERVICE WARRANTY, FOR MANAGED SERVICES PROVIDED TO CUSTOMER IN THE PRESENCE OF AN OBSOLETE ELEMENT. IN NO EVENT SHALL SONICWALL HAVE ANY DIRECT OR INDIRECT LIABILITY OF ANY KIND FOR CLAIMS, DAMAGES, OR CAUSES OF ACTION ARISING FROM OR RELATED TO ANY OBSOLETE ELEMENT.

7. **Support**

7.1. <u>Response Times</u>. Support services and response times shall be as indicated in the relevant Service Description.

7.2. <u>Downtime</u>. SonicWall will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Managed Services to the extent that such delays or deficiencies: (i) occur during pre-scheduled maintenance or technical adjustments which may be implemented by SonicWall or Third Party Providers, provided SonicWall will endeavor to provide Customer with at least twenty-four (24) hours notice, via an on-line status page or other method, prior to any Scheduled Downtime; (ii) are caused by Customer actions or omissions including any period during which SonicWall requires Customer participation, information, directions, or authorization but cannot reach any Authorized Contact(s); (iii) are caused by Third Party Services or Third Party Providers; (iv) occur during periods in which SonicWall is required to suspend the Managed Services to protect the security or integrity of the Managed Environment or SonicWall's equipment or network; (v) Customer's failure to promptly and fully follow Advice; or (vi) are caused by a force majeure event.

7.3. <u>Transition Exception</u>. Customer agrees that for the first forty-five (45) days following the commencement date of any Managed Service, as well as any period during which off-boarding-related services are undertaken, (e.g., assisting Customer in the transition of the Managed Services to another provider, terminating a service, substituting one service for another, etc.), any response time commitments and service levels provided to Customer will not apply, as there may be unanticipated downtime or delays related to those activities.

7.4. <u>Service Tickets</u>. Given the number and complexity of interactions between hardware, software, wireless, and cloud-based solutions, a managed network may occasionally experience disruptions and/or downtime due to, among other things, hardware/software conflicts, communication-related issues, Obsolete Element, and/or user error ("**Conflicts**"). SonicWall cannot and does not guarantee that such Conflicts will not occur, and Customer understands and agrees that the number of service tickets submitted by Customer is not, by itself, indicative of default by SonicWall. Customer agrees to refrain from (i) creating urgent support tickets for non-urgent or non-critical issues, (ii) requesting excessive support services that are inconsistent with normal usage patterns in the industry (e.g., requesting support in lieu of training), or (iii) requesting support or services that are intended to interfere, or may likely interfere, with SonicWall's ability to provide services to other customers.

8. **Security Assessments.** Customer acknowledges that security devices, alarms, or other security measures, both physical and virtual, may be tripped or activated during any penetration testing process, despite efforts to avoid such occurrences. Customer is solely responsible for notifying any monitoring company and all law enforcement authorities of the potential for "false alarms" due to the

provision of the penetration testing services and agrees to take all steps necessary to ensure that false alarms are not reported or treated as "real alarms" or credible threats against any person, place or property. Some alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Managed Environment, causing substantial downtime and/or delay to the Managed Services and other business activities. Neither SonicWall nor its Third Party Providers will be responsible for any claims, costs, fees or expenses arising or resulting from (i) any response by any monitoring company or law enforcement authority to penetration testing services, or (ii) the partial or complete shutdown of the Managed Environment by any alarm or security monitoring device.

9. **Term and Termination**

9.1. Term. This MSSA is effective as of the date or SonicWall accepts Customer's Order or Customer receives the Managed Services, whichever is earlier. The term of the Managed Services will be as indicated in the applicable or Order and will be terminated only as provided in this MSSA, or the Order. This MSSA will terminate automatically upon the last date on which SonicWall provides or facilitates any Managed Service to Customer. Upon the termination of this MSSA, all Managed Services will immediately and permanently cease; provided, however, the termination of this Agreement shall not change or eliminate any Fees that accrued and/or were payable to SonicWall prior to the date of termination, all of which shall be paid by Customer. The termination of Managed Services under one Order shall not, by itself, cause the termination of (or otherwise impact) (i) this MSSA; (ii) the status or progress of any other Managed Services under any other Order; or (iii) any other agreement between the parties.

9.2. Transition. If Customer requests assistance to transition away from the Managed Services, SonicWall will provide reasonable transition assistance if (i) all Fees due and owing to us are paid in full, and (ii) Customer and SonicWall enter into a new Order for such services. For clarity, retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements.

9.3. Data Retention. Unless otherwise expressly stated in this Agreement or prohibited by applicable law, SonicWall will have no obligation to store or maintain any Customer Data following the termination of this Agreement or the applicable Managed Services.

Schedule 1 – Service Description

SonicWall Managed Protection Security Service (MPSS)

1. **Scope**. The Service described in this Service Description, the SonicWall Managed Protection Security Service ("**MPSS**") is offered under and governed by SonicWall's General Commercial Agreement and any applicable Supplemental Agreements, as defined therein. Customer's Quote, Order, or other mutually-agreed upon form of invoice or order acknowledgment will include the name of the service(s) and available service options purchased by Customer.

2. **Definitions**. Some capitalized terms may be defined within the specific context in which they are used herein. Capitalized terms not defined in the Service Description shall have the meanings assigned to them in the Agreement or applicable Supplemental Agreement.

3. **Summary**. MPSS is an all-inclusive, fully managed SonicWall firewall management service, and includes the features and functionality described in this Service Description, any feature or functionality add-ons, and any modified versions of, and upgrades, updates and additions made generally commercially available by SonicWall.

4. **Scope of Service; Partner Terms**. MPSS is provided to Customer by a Partner, who is responsible for delivering the Offering to Customer and providing Customer such features, pricing, service, and support as the Customer and Partner may agree. Service features, service levels, availability, response times, resolution times, escalation management, and other support obligations shall be governed by the terms between Customer and Partner (the "**Partner Terms**") and may differ from the terms set forth in this Service Description. In the event of a conflict between this Service Description and Partner Terms, the Partner Terms shall control.   Customer shall contact Partner for any request for support per such terms or Partner's instructions. SonicWall shall not be responsible for providing Customer with support for this Offering unless Customer has contracted directly with SonicWall for such support.

5. **Features.** Subject to the Partner Terms, the Service may include the following features:
   - Management for one (1) SonicWall firewall
   - 24x7 access to Network Security Manager (NSM)
   - Warranty exchange assistance
   - Firmware Updates upon request
   - Features delivered through Network Security Manager (NSM):
     - Weekly Backups
     - Alert/Event Notifications (Not Threat)
       - Up/Down
       - WAN Failover
       - HA Failover
       - Unit Changes
     - Vulnerable firmware notification
     - Brandable Daily/Weekly/Monthly event and usage reports
     - Security Service expiration notifications
     - Security Health Check Lite - preformed during on-boarding
   - Critical Vulnerability Firmware Notifications through the relevant management platform.

6. **Customer Responsibilities.** Subject to the Partner Terms, Customer will be responsible to accomplish, perform, or otherwise ensure the following conditions are met to receive the Service described in this Service Description**.**
    - Customer must notify Partner if Customer removes, replaces, or otherwise modifies any firewall in connection with this Service.
    - Customer is responsible for properly registering the relevant Device and properly applying license/activation keys, or ensuring Partner does the same.
    - Customers is responsible for onboarding the relevant Device into NSM as part of the registration process, or ensuring Partner does the same.

7. **Exclusions and Limitations**. Subject to the Partner Terms, the following items are not included in the scope of this Service Description:
    - Initial Firewall configuration and/or setup
    - Network Design
    - Remote implementation
    - Network Detection & Response (NDR)/SOC Services
    - Configuration of SonicPoint or SonicWave Wireless Access Points
    - Configuration of Software Defined WAN (SDWAN) components
    - Physical or Virtual Switch configuration
    - Client software deployment
    - Training/Consulting Services
    - After Hours configuration services

8. **Miscellaneous**.

    8.1. <u>No Additional Warranties</u>. This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of the Agreement and/or applicable Supplemental Agreement.