

End User License Agreement
March 3.2021

This End User License Agreement (“EULA”) is between You (“Customer”) and Dasera, Inc., a Delaware corporation (“**Dasera**”).

Definitions

A capitalized term not otherwise defined in this Agreement shall have the following meaning:

1. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, but only for so long as such control exists, and **"control"** means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
2. **"Agreement"** means this EULA and all Order Form(s).
3. **"Authorized User"** means a natural person who is an employee or consultant of Customer or its Affiliates, is authorized by Customer or its Affiliates to use the Dasera Solution, and is not a competitor of Dasera.
4. **"Customer Data"** means data and information provided to, accessed by, processed with, or generated through, the Dasera Solution.
5. **"Dasera Solution"** means the object code version of the Dasera software having the features identified in the applicable Order Form(s), including any developments, improvements, enhancements, bug fixes, patches and/or modifications to such software.
6. **"Documentation"** means the published user guides and product information that Dasera generally makes available to its customers, as modified by Dasera from time to time.
7. **"Order Form(s)"** mean the order form(s) or equivalent order document(s) containing the applicable licensed usage, additional features, pricing, start date of the order, and order duration, in each case, which are accepted by Dasera subject to this Agreement.
8. **"Term"** means the initial period beginning from start date of order through the order duration, or such other period as set forth in the applicable Order Form(s), unless earlier terminated pursuant to this Agreement. After the initial term and unless earlier terminated pursuant to this Agreement, this Agreement and the corresponding Order Form(s) shall automatically renew for consecutive renewal terms equivalent to the original order form at Dasera's then current pricing, unless a party provides the other party with written notice of termination at least 60 days prior to the end of the then-current term.

2. Dasera Solution(s)

1. License. Subject to Customer's compliance with this Agreement, Dasera grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable license (i) to install the Dasera Solution in Customer's public or private cloud environment hosted, (ii) to use the Dasera Solution in such environment in accordance with the licensed usage set forth in the applicable Order Form(s), and (iii) to use the Documentation for its use of the Dasera Solution, in each case, for the internal business operations of Customer and its Affiliates during the Term, unless earlier terminated pursuant to this Agreement. With respect to any and all copies of the Dasera Solution and Documentation, Customer shall ensure that each copy contains all titles, trademarks, and copyright and restricted rights notices, and that all such copies shall be subject to this Agreement.
2. Support. Dasera agrees to provide the support services, which are set forth in the applicable Order Form(s), to Customer in accordance with Dasera's then-current published support guidelines. The support services shall be subject to the terms and conditions of this Agreement, and such additional terms and conditions as may be set out in Dasera's published support guidelines.

3. Requirements

1. Customer Responsibility. Customer is solely responsible for (i) maintaining the confidentiality of the administrator and user credentials, passwords and keys associated with the Dasera Solution, and (ii) the conduct of Customer, its Affiliates and the Authorized Users in their respective use of the Dasera Solution and Documentation. Customer shall, upon written request, provide Dasera with an accurate current count of data stores, fields, and average queries per day being scanned by the Dasera Solution. Customer shall not make the Dasera Solution available to anyone other than Authorized Users and shall be responsible and liable for any use of the Dasera Solution not authorized under this Agreement. Customer agrees that Customer is responsible for ensuring that any usage of the Dasera Solution by the Authorized Users is in compliance with this Agreement. Customer is solely responsible for maintaining an environment that meets the requirements for using the Dasera Solution, and for complying with the terms and conditions of their public or private cloud provider. Customer will only host Dasera Solution on public cloud platforms currently supported by Dasera. If Customer desires to host the Dasera Solution on an unsupported platform, Customer will notify Dasera and obtain Dasera's prior written approval.
2. Competitive Use Prohibited. Customer, its Affiliates and the Authorized Users shall not access or use the Dasera Solution to evaluate it for competitive purposes, including for developing or improving any similar application, product or service, or any similar feature or functionality of the Dasera Solution.
3. Proprietary Notices. Customer, its Affiliates and the Authorized Users shall not remove or modify any trademarks, trade names, service marks, service names, logos or brands, or copyright or other proprietary notices on the Dasera Solution or Documentation, or add any other markings or notices to the Dasera Solution or Documentation.

4. Use. Customer agrees to use, and to ensure that its Affiliates and the Authorized Users use, the Dasera Solution in accordance with this Agreement and the Documentation. Customer agrees not to (and not to authorize any person or entity to) (i) use the Dasera Solution or permit the Dasera Solution to be used to perform any services for a third party on a service provider, hosted, services bureau, time sharing or other basis, (ii) use the Dasera Solution or permit the Dasera Solution to be used (1) in violation of any applicable laws, rules or regulations, (2) for any purpose that is illegal, infringing, libelous, tortious, fraudulent or deceptive, or (3) to cause abuse, harm, harassment, distress, torts or violation of any rights of any persons, (iii) knowingly upload or permit the Dasera Solution to be used to upload any software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs or cancelbots, (iv) knowingly use or permit the use of any software, hardware, application or process that interferes with the Dasera Solution, interferes with or disrupts machines or networks connected to the Dasera Solution, or violates the regulations, policies or procedures of such machines or networks, (v) intentionally tamper with or breach the security of the Dasera Solution, or (vi) release the results of any evaluation of the Dasera Solution to any third party without prior written approval of Dasera.
5. No Transfer. Customer, its Affiliates and the Authorized Users shall not copy, distribute, publicly display, sublicense, lease, loan, rent, sell, resell or otherwise transfer the Dasera Solution or Documentation to any third party, except that Customer, its Affiliates and the Authorized Users may make a reasonable number of copies of the Documentation solely for the internal business use of Customer and its Affiliates.
6. No Modifications. Customer, its Affiliates and the Authorized Users shall not modify, port, adapt, translate or create any derivative work based upon, the Dasera Solution or Documentation.
7. No Reverse Engineering. Customer, its Affiliates and the Authorized Users shall not reverse engineer, decompile, disassemble or otherwise derive or attempt to derive the source code of the Dasera Solution.
8. Audit. During the Term and for 90 days thereafter, upon at least 10 days' prior written notice, Dasera may audit Customer's and any of its Affiliate's use of the Dasera Solution to confirm compliance with this Agreement on a confidential basis. Any audit will be conducted during regular business hours, will not unreasonably interfere with the business of Customer and its Affiliates, and will be in compliance with Customer's reasonable written security procedures. Dasera may conduct no more than one audit in any 12 month period. Customer agrees to reasonably cooperate with Dasera and any auditor of Dasera. Customer will promptly reimburse Dasera for all reasonable costs of the auditor if the audit reveals any material breach or violation of this Agreement or the Order Form(s).

4. Customer Data

Customer represents and warrants that Customer owns all right, title and interest in and to the Customer Data or Customer has a license for or right to use the Customer Data, and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. As between Dasera and Customer, Customer retains all right, title and interest in and to the Customer Data. Dasera agrees not to access any Customer Data through the Dasera Solution. DASERA SHALL NOT BE RESPONSIBLE FOR ANY ALTERATION, COMPROMISE, CORRUPTION, DISCLOSURE, LOSS OR USE OF THE CUSTOMER DATA. In the future, the Dasera Solution may collect metadata about product usage/adoption or risk levels to provide benchmarks/comparisons across Dasera customers, and the Dasera Solution may send this metadata back to Dasera servers. Before any metadata is collected, the Customer will have the ability to opt out of metadata collection.

5. Ownership

The Dasera Solution and Documentation, including any developments, enhancements, improvements and derivative works therein and thereto, are the intellectual property of and are owned by Dasera and its licensors, and are the confidential information of Dasera, which confidentiality Customer agrees to preserve and protect in the same manner as Customer protects its own confidential information of a similar nature. As between Dasera and Customer, Dasera retains title to and ownership of all right, title and interest in and to the Dasera Solution and Documentation, including all intellectual property and other proprietary rights therein and thereto, and subject to the limited license granted by Dasera to Customer in Section 2, Customer does not have any right, title or interest in or to the Dasera Solution and Documentation. The Dasera Solution includes certain open source code software and materials that are subject to their respective open source licenses, a list of which is available from Dasera. Such open source licenses contain conditions with respect to warranty, copyright notices and other provisions. The Dasera Solution is subject to the provisions of such open source licenses. All rights not expressly granted in this Agreement are reserved by Dasera and its licensors.

6. Feedback

If Dasera receives any feedback, suggestions, ideas, reports, or other information relating to the Dasera Solution or Documentation, Dasera may use such information without any obligation to Customer. If any generally available enhancements to the Dasera Solution(s) that incorporate feedback, suggestions, ideas, requests will be strictly Dasera intellectual property and will not be considered work-for-hire.

7. Payment Terms

Customer agrees to pay Dasera the fees for the Dasera Solution as set forth in the Order Form(s) (the “**Fees**”). Fees are in U.S. Dollars, or the currency set forth in the Order Form(s). All subscriptions and payment obligations are non-cancellable, and all

Fees paid to Dasera are non-refundable, except as expressly set forth in this Agreement. Unless otherwise set forth in the applicable Order Form(s), all Fees will be invoiced in advance, provided that if Customer's use of the Dasera Solution exceeds the licensed usage set forth in the applicable Order Form(s), Dasera will invoice Customer for such excess usage with pricing based on the Fees set forth in such Order Form(s), and Customer agrees to pay the additional Fees for such excess usage. All Fees, including excess usage Fees, are due and payable within 30 days following Customer's receipt of Dasera's invoice, unless otherwise set forth in the applicable Order Form(s). Customer shall pay Dasera interest on past due amounts payable under this Agreement at a rate equal to 1½% for each month or portion thereof that payment remains past due. In addition, Dasera may suspend the use of the Dasera Solution by Customer and its Affiliates until all past due Fees are paid in full. Customer will reimburse Dasera for all reasonable costs incurred by Dasera for collecting any past due amounts. Fees do not include any taxes, duties, fees or other amounts assessed or imposed by any government authority. Customer is solely responsible for paying all such taxes, duties, fees and other amounts, other than taxes imposed on Dasera's income. Customer will pay or reimburse Dasera for all such amounts upon demand or provide evidence of payment or exemption. In the case of any withholding requirement, Customer will pay any required withholding itself and will not reduce the amount payable to Dasera on account thereof.

8. Limited Warranty

1. Dasera Solution. Dasera warrants that the Dasera Solution will substantially perform the functions described in the Order Form during the Term when used in accordance with this Agreement and the Documentation. This limited warranty is void if a defect in or failure of the Dasera Solution has resulted from (i) any installation, use or support (including failure to incorporate any update) not in accordance with this Agreement or the Documentation, (ii) any modification by Customer, its Affiliates or the Authorized Users, or a third party not authorized by Dasera, (iii) any delay, delivery failure or any other loss or damage resulting from any act or omission of the Customer's public or private cloud provider, from the operation or non-operation of any other third-party service or software, or from the transfer of data over communications networks and facilities (including the internet), (iv) force majeure, or (v) any breach of this Agreement by Customer, its Affiliates or the Authorized Users. In the event of a warranty claim, Customer's sole and exclusive remedy shall be for Dasera to correct or provide a workaround for reproducible Dasera Solution errors, or if Dasera is unable to make the Dasera Solution operate as warranted within a reasonable time considering the severity of the error and its impact on Customer, for Dasera, in its sole discretion, to terminate this Agreement and to refund Customer a pro-rated amount of the applicable Fees for licensing the Dasera Solution pre-paid by Customer covering the whole months that would have remained, absent such early termination, in the Term following the effective date of such early termination.

2. Disclaimer. EXCEPT AS SET FORTH IN SECTIONS 8.1 AND 8.2, THE DASERA SOLUTION AND DOCUMENTATION ARE PROVIDED “AS IS”. DASERA DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DASERA DOES NOT WARRANT THAT THE DASERA SOLUTION, SERVICES OR USE THEREOF WILL BE ERROR FREE, UNINTERRUPTED OR VIRUS FREE. DASERA DOES NOT WARRANT THAT THE DASERA SOLUTION, SERVICES OR USE THEREOF WILL ACHIEVE ANY REQUIREMENTS OF CUSTOMER OR ITS AFFILIATES, OR ANY OUTCOMES OR RESULTS.

9. Indemnification

1. Intellectual Property Infringement. Dasera, if notified promptly in writing and given authority, control, information and assistance at Dasera’s expense for defense and settlement of same, shall defend Customer and its Affiliates against any third party action, suit or proceeding brought against Customer or its Affiliates so far as it is based on a claim that the use of the Dasera Solution infringes a United States patent or copyright, and shall indemnify and hold harmless Customer and its Affiliates for (i) all attorneys’ fees, and court or tribunal costs incurred by Dasera with respect to defense and settlement of such third party claim, (ii) any judgments, fines, costs and penalties awarded by any court or tribunal against Dasera and/or its customers, including Customer and its Affiliates, for such third party claim and (iii) any amounts paid in settlement of such third party claim as mutually agreed by Dasera and the third party in such claim. If Dasera reasonably believes that use of the Dasera Solution is likely to be enjoined, or if the Dasera Solution is held to infringe such patent or copyright and all use of such Dasera Solution is thereby enjoined, Dasera shall, at its expense and at its sole option, (i) procure for Customer and its Affiliates the right to continue using the Dasera Solution, (ii) replace the Dasera Solution with other non-infringing software of substantially equivalent functionality or (iii) modify the Dasera Solution so that there is no infringement, provided that such modified software provides substantially equivalent functionality. If, in Dasera’s reasonable opinion, the remedies above are infeasible or commercially impracticable, Dasera may, in its sole discretion, terminate this Agreement and refund Customer a pro-rated amount of the applicable Fees for the Dasera Solution pre-paid by Customer covering the whole months that would have remained, absent such early termination, in the Term following the effective date of such early termination. Customer shall not settle any matter without the prior written approval of Dasera.
2. Exceptions. The indemnification obligation in this Section 9 will not apply to the extent the infringement is caused by any of the following: (i) the use of a superseded or altered release of the Dasera Solution if the claim would have been avoided by the use of a then-current unaltered release of the Dasera

Solution, (ii) the Dasera Solution is modified in an unauthorized manner by Customer, its Affiliates or the Authorized Users, or a third party not authorized by Dasera, (iii) the Dasera Solution is combined by Customer, its Affiliates or the Authorized Users with other software, hardware, application or process not authorized by Dasera, (iv) the Dasera Solution is used by Customer, its Affiliates or the Authorized Users in violation of this Agreement or the Documentation, or (v) any materials, data or information, including the Customer Data, provided by Customer and/or its Affiliates.

3. Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DASERA'S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT, MISAPPROPRIATION OR VIOLATION.

10. Limitation of Liability

1. EXCEPT FOR BREACH OF CONFIDENTIALITY OR INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF DASERA'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE DASERA SOLUTION, DOCUMENTATION OR USE THEREOF, DASERA SERVICES, OR THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR BREACH OF CONFIDENTIALITY, INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF DASERA'S INTELLECTUAL PROPERTY RIGHTS, OR DASERA'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID AND PAYABLE BY CUSTOMER FOR THE DASERA SOLUTION FOR THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. FOR CLARITY, THE ABOVE LIMITATIONS SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 7. The limitations of liability and exclusions of damages in this Section form an essential basis of the bargain between the parties and shall survive and apply even if any remedy specified in this Agreement is found to have failed its essential purpose.

11. Marketing

Neither party may disclose the specific terms of this Agreement or issue a public statement or press release regarding this Agreement without the other party's prior written consent, but Dasera may identify Customer with its name and logo as its customer on Dasera's website and other marketing materials for the full duration of this agreement.

12. Termination

1. Termination. This Agreement may be terminated (i) by either party at the end of the Term after giving written notice of 60 days prior to expiration of the Term, (ii) by the non-breaching party if the other party breaches a material term of this Agreement that is uncured within 30 days (or, in the case of non-payment, five days) after delivery of notice of such breach, or (iii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors not dismissed within 30 days. In addition, Dasera may immediately terminate this Agreement upon any breach by Customer of Section 3 or 5.
2. Fees. Upon expiration of this Agreement, Customer will pay Dasera any unpaid amounts that are owed to Dasera during the Term. Upon termination of this Agreement based on Customer's breach (following any applicable cure period), Customer will pay Dasera any unpaid amounts that would have been owed to Dasera for the remainder of the then-current Term if such early termination had not occurred as well as any other amounts owed to Dasera under this Agreement, without limiting Dasera's other rights and remedies. Upon termination of this Agreement based on Dasera's breach (following any applicable cure period), Dasera will refund Customer any amounts pre-paid for the Dasera Solution pursuant to this Agreement for the remaining full calendar months in the then-current Term.
3. Effect. Upon expiration or termination of this Agreement, (i) the limited license granted by Dasera to Customer pursuant to this Agreement will cease immediately, and (ii) Customer will immediately cease all use of the Dasera Solution and Documentation, and delete or destroy (or, at Dasera's request, return) all copies of the Dasera Solution, Documentation and other Dasera confidential information in its possession or control, and certify such deletion, destruction and/or return in writing to Dasera.
4. Survival. Sections 3 through 7, 8.2, 9, 10, 12 and 13 will survive any expiration or termination of this Agreement.

13. General

1. Parties. Dasera and Customer are independent contractors. Nothing in this Agreement shall be deemed to constitute a joint venture or partnership between the parties, nor constitute any party as the agent of the other party for any purpose, or entitle any party to commit or bind the other party in any manner. Except as expressly provided in this Agreement, nothing in this Agreement or under applicable law is intended to confer any rights or obligations upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

2. Governing Law, Arbitration and Attorneys' Fees. This Agreement shall be governed by the laws of California, United States. This Agreement shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any dispute regarding this Agreement will, upon written demand of a party, be resolved exclusively by final and binding arbitration. Arbitration will be conducted before a single neutral arbitrator exclusively in San Francisco, California, United States by the Judicial Arbitration and Mediation Service pursuant to the United States Arbitration Act, 9 U.S.C., Section 1 et seq, and the arbitrator's Comprehensive Arbitration Rules and Procedures then in effect. Each party shall bear its own costs and expenses, and the two parties will share equally the fees and costs of the arbitrator. The award rendered in the arbitration may be enforced in any court of competent jurisdiction. Notwithstanding anything in this Agreement to the contrary, Dasera shall have the right, at its election, to seek injunctive or other equitable relief in any court of competent jurisdiction in order to protect its intellectual property rights, and to enforce or obtain compliance with this Agreement without first submitting such matter to arbitration, which remedy will be cumulative and not exclusive. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING REGARDING THIS AGREEMENT. If any action is pursued to enforce this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.
3. Export Control Laws. Customer acknowledges that the Dasera Solution may be controlled by the laws of one or more countries governing technology use and transfer, including U.S. Export Administration Regulations. Customer will not use or transfer any technology or data in violation of such laws. Customer represents that it is not, and is not acting on behalf of, (i) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions, or (ii) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List. Customer will not permit the Dasera Solution to be used for any purposes prohibited by law.
4. Entire Agreement; Amendment; Waiver. This Agreement, together with the Order Form(s), is the parties' entire agreement with respect to its subject matter, and supersedes any prior communications, discussions, understandings or agreements. Any use of Customer's pre-printed forms, such as purchase orders, are for convenience only, and any pre-printed terms and conditions set forth in Customer's pre-printed forms that are in addition to, inconsistent or in conflict with, or different than, this Agreement shall be given no force or effect. Neither commencement of performance, nor failure to object to any additional or different terms and conditions from Customer, nor delivery, by, in each case, Dasera shall constitute an acceptance of any terms and conditions proposed by Customer that are in addition to, inconsistent or in conflict with, or different than, this Agreement. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived with the written consent of duly

authorized representatives of the parties. This Agreement may be signed in counterparts, including via facsimile, pdf or other electronic reproduction.

5. Severability. If any provision of this Agreement is held to be unenforceable, the unenforceable provision shall be replaced by an enforceable provision that comes closest to the parties' intentions underlying the unenforceable provision, and the remaining provisions of this Agreement shall remain in full force and effect.
6. Assignment. Dasera may assign or transfer this Agreement, in whole or in part, to any Affiliate or in connection with any acquisition, consolidation, merger, reorganization, transfer of all or substantially all of its assets or other business combination, or by operation of law without Customer's consent and without providing notice. Customer may assign or transfer this Agreement to an Affiliate or by business combination, operation of law or otherwise without Dasera's prior written consent and with written notice to Dasera. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and permitted assigns.
7. Force Majeure. A party shall not be liable for its inadequate performance (other than its payment obligations) caused by any condition beyond such party's reasonable control, including accidents, acts of God, government acts, civil unrest, acts of war or terrorism, strikes or other labor problems, failures in telecommunications, internet, internet service provider or hosting facilities, power shortages and denial of service attacks.
8. Notices. All notices shall be in writing and shall be deemed given upon the earlier of actual receipt or (i) when sent, if sent by email during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (ii) 10 days after having been sent by registered or certified mail, return receipt requested, postage prepaid, from one country to another country, or three days after having been sent by registered or certified mail, return receipt requested, postage prepaid, within the same country, or (iii) five business days after deposit with an internationally recognized express courier, freight prepaid, with written verification of receipt, from one country to another country, or one business day after deposit with an internationally recognized express courier, freight prepaid, with written verification of receipt, within the same country. All notices shall be sent to the parties at their respective address in the Order Form(s), or to such other address as subsequently notified pursuant to this Section.
9. Construction. The parties waive with respect to this Agreement the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement shall be construed against the party drafting such agreement