

Altitude Managed Cloud Terms and Conditions

This Applied Insight Altitude Managed Cloud™ (hereinafter referred to as “ai-AMC™”) Terms and Conditions (“**Agreement**”) is made and entered into as of the effective date in the applicable ordering document (an “**Order**”) by and between Applied Insight, LLC (“**Provider**”), and the Customer (“**Customer**”), in consideration of the mutual exchange of promises in the Order and this document. By placing an Order, entering into the Agreement, and using the Subscription Service, Customer is agreeing to comply with the terms of this Agreement. If you as the Customer do not fully agree to all of the terms and conditions of this Agreement, do not enter into the Order and do not use or access the AMC subscription. By entering into the Order and accessing the AMC Subscription Services, Customer agrees to all terms and conditions of this Agreement.

1 Services

Provider agrees to provide to the Customer the ai-AMC™ Subscription Services (hereinafter defined) —referred to herein as the “Services”—as set forth in this Agreement and Order entered into by Provider and Customer.

1.1 Use of the ai-AMC™ Subscription Service.

Generally. Customer and its authorized End Users (“End Users”) may access and use the Subscription Service in accordance with this Agreement. Customer will comply with the terms of this Agreement and all laws, rules and regulations applicable to its use of the Subscription Service.

Customer Representative. The customer information listed in the Order will be used as the official Customer designated representative. Any registration information that Customer’s designated representative provides to the Provider must be accurate, current, and complete. Customer must also update its information so that Provider may send notices, statements, and other information to Customer by email or mail.

Cloud Service Provider (CSP) Cloud Billing Accounts. To access the Services, ai-AMC™ requires two Cloud Billing Accounts (CBAs), one (1) for the infrastructure (“INF CBA”) and one (1) for Customer end-user access (“CUSTOMER CBA”).

- It is required that the Provider exclusively create and manage the INF CBA to maintain control over all intellectual property related to ai-AMC™ infrastructure.
- Though the Provider has the ability to create the CUSTOMER CBA, in the event that the Customer requires the ability to create the CUSTOMER CBA, Provider staff will need the appropriate level of access to the CUSTOMER CBA for ai-AMC™ functionality. A list of specific permissions required by Provider staff into the CUSTOMER CBA is available upon request – Customer must provide the appropriate level of access to the CUSTOMER CBA’s in order for ai-AMC™ to operate. Provider requires these permissions throughout the lifetime of the ai-AMC™ Subscription and all applicable services.

1.2 Changes to the Subscription Service. Provider may change or remove functionality from time to time at Provider’s discretion. Provider will notify Customer of any material change to or discontinuation of the Subscription Service.

1.3 Customer Responsibilities

Cloud Service Provider Costs. Customer is responsible for all cloud resource consumption and costs that occur in linked cloud accounts/subscriptions within the CUSTOMER CBA.

Data Transfer Costs. Customer is responsible for any and all CSP data transfer costs that are incurred in both the CUSTOMER CBA and the INF CBA.

End User Access. Customer will be deemed to have taken any action that it permits, assists or facilitates any person or entity to take related to this Agreement or use of the Subscription Service. Customer is responsible for End Users’ use of the Subscription Service to include activity and usage, and adherence to CSP terms and conditions by their End User. Customer will ensure that all End Users comply with its obligations under this Agreement and that the terms of Customer’s agreement with each End User are consistent with this Agreement. If Customer becomes aware of any violation of its obligations under this Agreement caused by an End User, Customer will immediately request the suspension of access to the Subscription Service by such End User.

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End User Account Sharing. ai-AMC™ policy prohibits the use of End User login sharing, sharing of End User credentials, shared logins, or passwords. End User logins must not be shared across multiple users. Customer is responsible for ensuring each individual End User is provisioned their own individual account for access to the ai-AMC™ Subscription Service. Additional users may require the purchase of additional licensing through the AI support team.

Acceptable Use. Customer is responsible for all End Users adherence to the Acceptable Use of ai-AMC™. A Customer or End User's violation of Acceptable Use will be considered a material breach of the Subscription Agreement. Any penalties incurred as a result of violation of Acceptable Use will be incurred by the Customer. Customers and End Users may not allow any End Users or third-party, to:

- Display, store, process, or transmit material that infringes or misappropriates a third party's intellectual property or proprietary rights;
- Display, store, process, or transmit material advocating or advancing criminal hacking, cracking, or phishing;
- Display, store, process, or transmit unlawful software;
- Display, store, process, or transmit malicious code, such as viruses, worms, time bombs, Trojan horses, and other harmful or malicious files, scripts, agents or programs without prior approval from Provider;
- Display, store, process, or transmit material that violates, encourages, or furthers conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights;
- Display, store, process, or transmit generate or facilitate unsolicited commercial email (spam)
- Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- Conduct or forward multi-level marketing, such as pyramid schemes and the like;
- Generate or facilitate SMS, MMS, or other text messages or push notifications in violation of the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, or any other applicable law including antispam, telemarketing or telephone consumer protection laws or regulations;
- Use the ai-AMC™ Subscription Service in any manner that violates any applicable industry standards, third party policies or requirements that Applied Insight may communicate to its users, including all of the applicable guidelines published by the CTIA, the Mobile Marketing Association, the Self-Regulatory Principles as directed by the Digital Advertising Alliance and the Network Advertising Initiative or any other generally accepted industry associations, carrier guidelines or other industry standards;
- Transmit material that may be harmful to minors;
- Illegally transmit another's intellectual property or other proprietary information without such owner's or licensor's permission;
- Impersonate another person, entity or ai-AMC™ (via the use of an email address or otherwise) or otherwise misrepresent themselves or the source of any email;
- Violate the rights (such as rights of privacy or publicity) of others;
- Promote, facilitate or encourage illegal activity;
- Engage in activity in connection with illegal peer-to-peer filesharing;
- Engage in or promote gambling, or run a gambling operation;
- Sell, distribute or export illegal or prescription drugs or other controlled substances or paraphernalia;
- Access (including through any interfaces provided with a service), any ai-AMC™ or AI product or service, or other service or website, in a manner that violates the terms for use of or access to such service or website;
- Operate an "open proxy" or any other form of Internet proxy service that is capable of forwarding requests to any end user or third party-supplied Internet host;
- Perform significant load or security testing without first obtaining AI's written consent;
- Remove any copyright, trademark or other proprietary rights notices contained in or on the service or reformat or frame any portion of the web pages that are part of the service's administration display;
- Use a service in any manner that would disparage AI; or
- Violate any third-party or Cloud Service Provider Acceptable Use Policies.

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Customer understands that the list above is by no means exhaustive; rather, it attempts to provide a framework for activities which fall into the category of unacceptable use.

Customer's Cloud Service Provider. Customer understands that in order for ai-AMC™ or other Subscription Service to function, Customer must (a) have a current subscription to a cloud service provider that is compatible with ai-AMC™ (“Cloud Service Provider”) and maintain service with the Cloud Service Provider during the life of the Order or (b) request that the Provider procure a current subscription to a cloud service provider that is compatible with ai-AMC™ (“Cloud Service Provider”) and maintain service with the Cloud Service Provider during the life of the Order. Unless explicitly stated otherwise, the Customer is responsible for all costs associated with the subscription to Cloud Service Provider and maintaining service with the Cloud Service Provider during the life of the Order. By entering into the Order and Agreement, Customer agrees that it has discussed compatibility with Provider, and that Customer has examined its Cloud Service Provider solution (or the Cloud Service Provider solution procurable by the Provider) and has determined it to be compatible with ai-AMC™. A list of compatible Cloud Service Providers and Regions known and tested by Provider is available upon request.

Customer-Owned Data. Provider is not responsible for Customer-owned data that is hosted by a Cloud Service Provider, within the INF CBA or CUSTOMER CBA. Customer remains responsible for the development, content, operation, maintenance, security, protection, backup, and use of Customer-owned data hosted by Customer's Cloud Service Provider, INF CBA, or CUSTOMER CBA. Any dispute regarding Customer-owned data should be raised with the Cloud Service Provider according to Customer's agreement with that Cloud Service Provider. Provider assumes no liability for Customer's content.

Accreditation of ai-AMC™. This Subscription does not include the labor, time, or costs associated with the pursuit of any accreditation by the Customer's security organization. Authority to Operate, Authority to Test, Interim Authority to Test, etc. are the responsibility of the Customer or can be addressed through the purchase of additional Professional Services. Provider will make an effort to ensure that the system can be used within the bounds of applicable security compliance frameworks and associated legal requirements (such as FISMA, FedRAMP, NIST RMF, HIPAA, etc.). Provider will provide information required in the accreditation process for the Customer or approving authority to make a risk determination .

1.4 Subscription Services

Beginning on the start date set forth in the applicable Order (the “Start Date”), Provider agrees to begin deployment of the ai-AMC™ environment per the requirements/specifications set forth in the applicable Order (“Subscription Services”), and accordingly Provider hereby grants to Customer and its designated representative and End Users, a non-exclusive, non-transferable, non-sublicensable, worldwide right to access, use, and consume the Subscription Services upon successful deployment. Customer is responsible for each of its designated representative's and End User's acts and omissions and remains liable to Provider for any designated representative or End User's (including an authorized third party acting as an End User on Customer's behalf) error, omission, or breach of the Agreement.

“**Documentation**” means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics of ai-AMC™, available upon request. “Third Party Software” means software and services authored by a third party, including, Cloud Service Providers.

Software Licenses. Unless explicitly stated otherwise, the Customer is responsible for all costs associated with any software licenses required to operate Subscription and Add-On Services. This includes requisite security software to accomplish vulnerability scanning and antivirus – whose costs are not accounted for within any Fees or quotes stated herein. Additionally, the Customer may allow the ai-AMC™ team to leverage any third-party software enterprise licenses that Customer have obtained so long as it does not violate the terms of service for that software.

Over the course of the Agreement Term, Provider will perform sustainment and maintenance (“**Sustainment**”) activities for all critical infrastructure within ai-AMC™ to ensure functionality in accordance with any agreed-

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upon Service-Level Agreement (SLA). This Sustainment includes the management and maintenance of the following items within the ai-AMC™ Subscription:

- Cloud-based networking – Infrastructure required to run Transit Gateway, network mesh, centralized ingress/egress Palo Alto, and AWS Direct Connect / Azure Express Route.
- Infrastructure Services – Infrastructure required to run directory services, Domain Name System (DNS), Patch Management, Configuration Management, System Monitoring, and AMI/VM Factory
- End User Access – Infrastructure required to run Virtual Private Network (VPN) and/or Virtual Desktop Infrastructure (VDI) components
- Cloud Governance – Infrastructure required to run cloud governance software
- Security Services – Infrastructure required to perform log aggregation and storage, basic network intrusion detection, and cloud account security through antivirus / vulnerability scanning

Customer may add additional managed Subscription features (“Add-On Services”) to Customer’s CBA upon request to Provider; provided that, to the extent Customer has changed the requirements of the applicable Order, Customer may be responsible for associated Fees to Provider for such Add-On Services. Such Fees will be calculated based upon the previously agreed upon pricing set forth in the applicable Order and the remainder of months in the Subscription Term beginning on the first day of the calendar month in which such Add-On Service is added. If Customer’s Order renews for additional periods, Customer will remain responsible for associated Fees for future Subscription Terms until such Add-On Services are removed by Customer. The Fees associated with Add-On Services cover:

- Labor required to perform acquisition of Add-On Service software license, or BYOL if Customer has alternate procurement method. The cost for the Add-On Service software license is NOT included in any pricing stated heretofore. The Customer is responsible for any costs associated with the purchasing or acquisition of Add-On Service software licenses.
- Labor required to perform integration of Add-On Service into the ai-AMC™ Subscription, sized to accommodate the current number of User Packs within ai-AMC™ at the time of Add-On Service purchase.
- Labor required to perform ongoing Sustainment of Add-On Service software within ai-AMC™, including functional and security patches, software upgrades, and break/fix as required.

Over the course of the Agreement Term, Provider may introduce new features, functionality, software, or user types, that are only available under a different pricing model or on a version of Subscription other than the version Customer currently accesses (“New Features”). In the event Customer desires to access and use New Features Provider reserves the right, in its sole discretion, to update Customer’s ai-AMC™ Subscription environment, version, or pricing model to facilitate Provider’s provision of such New Features. Provider otherwise reserves the right to update Customer’s Subscription so that it remains current with the then current version available to Provider’s customers generally.

ai-AMC™ must include one (1) or more User Packs for End Users to have access to the Subscription. At no time should the total number of End Users exceed the number of users licensed via total User Packs. User Packs are sold in quantities of 50 and Customer can request the addition of more User Packs at any time through the Provider. Such additions, in the event that they change the requirements of the applicable Customer Order, will incur Fees to purchase further User Packs which will be the responsibility of the Customer. Such Fees will be calculated based upon the previously agreed upon pricing set forth in the applicable Order and the remainder of months in the Subscription Term beginning on the first day of the calendar month in which such additional User Packs are added. If Customer’s Order renews for additional periods, Customer will remain responsible for associated Fees for future Subscription Terms until such User Packs are removed by Customer – which will require total number of End Users to decrease appropriately so as to not violate the number of licensed users.

ai-AMC™ Premium End-User Support provides email, chat, and phone support with a 1-hour response time during business hours (9AM EST to 4PM EST, Monday through Friday, except for U.S. Federal Holiday) and an assigned Technical Account Manager (TAM) to assist with answering questions and troubleshooting issues. ai-AMC™ Premium End-User Support comes in 50-User Packs. If ai-AMC™ Premium End-User Support is

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desired, the total number of ai-AMC™ Premium End-User Support 50-User Packs must be equal to the total number of ai-AMC™ User Packs active in the ai-AMC™ Instance. End-User Support is limited to assistance related to the ai-AMC™ service, such as accesses to the Subscription, user account maintenance, password resets, account lockout, authentication and permission issues, access to Add-On Services, access to CSP accounts, and general issues that prevent customers from utilizing ai-AMC™ as is intended. Customers are responsible for any/all support associated with resources and services outside the scope defined within this document.

2 Support Analytics.

2.1 Support. As a part of the Subscription Services, Provider shall provide Customer with support as set forth in the applicable Order.

2.2 Analytics:

To work as intended, the ai-AMC™ Subscription Services are designed to exchange usage data through an interface with Customer's Cloud Service Provider.

It is the Customer's responsibility to ensure that the necessary usage data is made available to the Provider by the Customer's Cloud Service Provider.

The Provider is responsible for analytics upon the usage data for operation and security of the ai-AMC™. Such analytics are included in the provision and delivery of the Subscription Services.

Provider and Customer's Cloud Service Provider may collect, record, and store raw information related to the Customer's subscription account activity (e.g., API audit logs, usage and billing data, host and network logs, etc.) in the course of providing the Subscription Services.

- Provider may only use such raw and directly attributable information to provide and improve the Subscription Service and/or to fulfill its rights and obligations under the Agreement. The Provider may store, record, and use summarized information which aggregates data collected from multiple Customer entities and has been appropriately sanitized to prevent attribution to any specific Customer entity. Any use of such information is subject to the terms of Section 5—Confidentiality.

Provider may share summarized and sanitized information with the Customer's Cloud Service Provider or third parties to improve their use of Cloud Service Provider services

Customer agrees to such sharing so long as the information is appropriately summarized and sanitized.

3 Fees & Payment

Customer shall pay Provider the fees associated with the Services ("Fees") as set forth below.

3.1 Invoicing. Customer shall (subject to anything contrary in the applicable Order) pay all Fees for Subscription Services in full prior to the initiation of the subscription and subsequent renewals

3.2 Taxes. Fees stated in the Orders do not include applicable taxes. Customer agrees to bear and be responsible for the payment of all taxes, except for taxes based upon Provider's income, including all sales, use harmonized, rental receipt, personal property, customs duties or levies, federal, provincial or foreign taxes or other taxes, which may be levied or assessed in connection with the Agreement. Customer shall pay such tax when due or reimburse Provider as Provider may request. If any tax is required to be paid by Provider, the full amount of such tax will be billed to Customer separately, whether or not the Agreement is then in effect and promptly paid by Customer.

3.3 Fee Increases. Unless otherwise specified in an Order, Provider may increase Fees for Subscription Services not more than once in each rolling, twelve (12) month period upon thirty (30) days prior written notice to Customer. Customer will only be responsible for increased Subscription Service Fees for those Subscription Terms subsequent to the Subscription Term in which Customer received such price increase notice

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4 Termination

4.1 Agreement & Subscription Term; Effect of Termination. The Agreement begins on the effective date of the Order as set forth in the preamble above, or the date on the first Order between the parties hereto, whichever is earlier, and shall continue until all Orders associated with the Agreement have expired or have otherwise been terminated (the “Agreement Term”). Unless otherwise specified in an Order, Subscription Services will begin on the Start Date in the applicable Order and remain in effect for the period specified therein (the “Subscription Term”). Upon any expiration or termination of the Agreement, Provider will cease providing Subscription Services and Customer and its Representatives shall cease any and all use of the Subscription Services. Subscription Services may be canceled.

4.2 Subscription Termination. Upon termination or expiration of ai-AMC™ Subscription, the following actions occur:

- All ai-AMC™ items within INF CBA are deleted by Provider personnel after a transition period of thirty (30) days. Customer is responsible for all CSP costs associated with this thirty (30) days transition period.
 - Logging/auditing data gathered is available to the Customer within the CUSTOMER CBA and is available for Customer retention upon termination.
- All Provider proprietary items present in CSP linked accounts within the CUSTOMER CBA or other structures associated with this Agreement are removed by Provider personnel or by the Customer under the supervision of Provider personnel. This includes (but is not limited to) Provider proprietary CloudFormation template code, Azure Resource Manager templates, Lambda code, Azure serverless code, auditing/logging configurations, configuration management state files, endpoint hardening scripts, infrastructure to support Virtual Desktop Infrastructures (VDI), infrastructure to support Virtual Private Networks (VPN), and any other Provider intellectual property deployed for or managed by the ai-AMC™ Subscription Service. A list of proprietary items included under this stipulation is available from Provider upon request.
- All other Provider proprietary code, software, and resources are to be removed by Provider personnel or by the Customer under the supervision of Provider personnel.
- If the Provider controls root credentials to CUSTOMER CBA, these credentials are turned over to Customer after thirty (30) day transition period.
- All centralized networking elements (Transit Gateways, Palo Alto VPNs, HIDS, Virtual Networks, etc.) managed by the ai-AMC™ team are removed by Provider personnel or by the Customer under the supervision of Provider personnel after the transition period of thirty (30) days. Customer is responsible for all CSP costs associated with this thirty (30) day transition period.
- All AWS WorkSpaces and/or Azure Windows Virtual Desktop instances implemented by the Provider are deleted after the transition period of thirty (30) days. Customer is responsible for all CSP costs associated with this thirty (30) day transition period. Customer may retain access to these WorkSpaces and Windows Virtual Desktop instances until the thirty (30) day transition period ends for the purposes of customer-owned data migration efforts.
- All AppGate VPN services implemented by the Provider are deleted after the transition period of thirty (30) days. Customer is responsible for all CSP costs associated with this thirty (30) day transition period. Customer may retain access to these VPN services until the thirty (30) day transition period ends for the purposes of customer-owned data migration efforts.

4.3 Survival. Neither expiration nor termination of the Agreement will terminate those obligations and rights of the parties pursuant to provisions of the Agreement which by their express terms are intended to survive and such provisions will survive the expiration or termination of the Agreement. Without limiting the foregoing, Sections 4.3, 6, 8, 10, and 11 shall survive any expiration or termination of the Agreement.

5 Confidentiality

5.1 Confidential Information. In connection with the Agreement, the Provider or the Customer may disclose to the other party “Confidential Information” that relates to the disclosing party’s business operations, financial condition, customers, products, services, or technical knowledge (“Confidential Information”). Except as otherwise specifically agreed in writing, each party agrees that:

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- all information communicated to it by the other in connection with the Agreement and identified as confidential,
- any information exchanged between the parties in connection with Customer's purchase of Services, and
- all information communicated to it that reasonably should have been understood by the receiving party, because of confidentiality, descriptions or similar legends, the circumstances of disclosure or the nature of the information itself, to be confidential to the disclosing party,

will be Confidential Information and will be deemed to have been received in confidence and will be used only for purposes of the Agreement. Provider Confidential Information includes the Subscription, Services, Fees, the terms of the Agreement, development plans, and any security specifications, reports or assessments related to the Subscription, Provider or its Cloud Hosting Providers. Customer Confidential Information includes the Data.

- 5.2 Standard of Care; Third Parties.** Each party will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information of a similar nature, and in any event, no less than reasonable care. Each party may disclose relevant aspects of the other party's Confidential Information to its employees to the extent such disclosure is reasonably necessary for the performance of its obligations, or the enforcement of its rights, under the Agreement; provided, however, that such party will use reasonable efforts to ensure that all such persons comply with these confidentiality provisions. Each party may disclose the other party's Confidential Information to third parties provided that such third parties are subject to written confidentiality obligations at least as restrictive as those set forth in this Agreement. Third parties are restricted to using the Confidential Information for the sole purpose of providing the contracted services to the party, with the exception of data provided to third parties consistent with the provisions of Section 2.2 that has been summarized and sanitized to the extent that it no longer constitutes Confidential Information. Each party will be responsible for any improper disclosure of Confidential Information by such party's employees, agents, or contractors.
- 5.3 Preclusions on Use.** Neither party will use, or make any copies of, the Confidential Information of the other party except to fulfill its rights and obligations under the Agreement. Neither party may withhold the Confidential Information of the other party or refuse for any reason (including due to the other party's actual or alleged breach of the Agreement) to promptly return or destroy, as the other party may direct, to the other party its Confidential Information (including copies thereof) if requested to do so. Subject to the foregoing confidentiality obligations, either party may retain copies of the Confidential Information of the other party to the extent required to document its performance or for compliance with applicable laws or regulations.
- 5.4 Exclusions; Permitted Use.** This Section 5 will not apply to any particular information that either party can demonstrate: (a) was, at the time of disclosure to the party, in the public domain, (b) after disclosure to the party, is published or otherwise becomes part of the public domain through no fault of the receiving party, (c) was in the possession of the receiving party at the time of disclosure to it and was not the subject of a pre-existing confidentiality obligation, (d) was received after disclosure to the party from a third party who had a lawful right to disclose such information (without corresponding confidentiality obligations) to the party, or (e) was independently developed by or for the receiving party without use of the Confidential Information disclosed by a party to this Agreement. In addition, a party will not be considered to have breached its obligations under this Section 5 for disclosing Confidential Information of the other party of this Agreement to the extent the receiving party is required to satisfy any legal requirement of a competent governmental or regulatory authority, provided that promptly upon receiving any such request, and to the extent it is legally permissible, the party advises the other party prior to making such requirement and provides a reasonable opportunity to the other party to object to such disclosure, to take action to ensure confidential treatment of the Confidential Information, or (subject to applicable law) to take such other action as it considers appropriate to protect the Confidential Information.

6 Usage Restrictions & Ownership.

- 6.1 Provider Ownership.** Provider retains all ownership of and title to, and all intellectual property rights in, the Subscription, Services, and all software, equipment, processes, facilities, and materials utilized by or on behalf of Provider to provide the same, including all patents, trademarks, copyrights, trade secrets, and other property or intellectual property rights. Customer acknowledges and agrees that Provider shall own all right, title and interest in and to any modifications, derivative works, changes, expansions or improvements to the Subscription, or Services, without any other or subordinate

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right whatsoever being held by Customer. Customer shall acquire no rights therein other than those limited rights of use specifically conferred by the Agreement. Customer may not create derivative works based upon the software provided in the Subscription Services, or Services in whole or in part, or develop or request third parties to develop or modify any software based on ideas, processes, or materials incorporated therein. Customer shall not delete, remove, modify, obscure, fail to reproduce, or in any way interfere with any proprietary, trade secret, or copyright notice appearing on or incorporated in the Subscription. All rights related to the Subscription, or Services that are not expressly granted to Customer under the Agreement are reserved by Provider. In the event that Customer provides Provider with any comments, suggestions, or other feedback with respect to the Subscription, or Services, Customer hereby grants Provider a perpetual, irrevocable, worldwide license to use any such feedback, and Provider has the right, but not the obligation, to use such feedback in any way without restriction or obligation to Customer. Provider will be the exclusive owner of, and will be free to use for any purpose, any ideas, concepts, know-how, or techniques that result from Customer's feedback, including, without limitation, any modifications or enhancements to the Subscription, or Services. Upon Provider's reasonable request, Customer agrees to execute such additional documents as Provider deems necessary or convenient for perfecting or recording Provider's ownership interest, provided that preparation of such additional documents shall be at the expense of Provider.

6.2 Provider Intellectual Property. ai-AMC™ Subscription service includes multiple elements of intellectual property owned by Provider. All of the rights to the elements listed below are retained by Provider during the duration of this contract and are removed from INF CBA and CUSTOMER CBA upon termination of ai-AMC™ Subscription services. Customer has no rights to any of the following intellectual property items which include, but are not limited to:

- ai-AMC™ Base Platform
 - Architectural design of ai-AMC™ Base Platform including, but not limited to, data flows, networking designs, end-user architecture, etc.
 - Automation to deploy ai-AMC™ elements (CloudFormation templates, Terraform scripts, etc.)
 - Automation to manage ai-AMC™ elements (tools, dashboards, support workflows, automated on-boarding/off-boarding elements, automated AMI creation pipeline, etc.)
 - Active Directory deployment, configurations, schema, and Group Policy Objects
 - Configuration management deployment, settings, configuration files, state files, etc. (SaltStack state files, Ansible playbooks, etc.)
 - Logging/Auditing elements including, but not limited to, SQS configurations, CloudTrail deployment and configuration code CloudWatch deployment and configuration code, CloudWatch configurations, NiFi deployment code, NiFi processor configurations, Kibana deployment code, Kibana dashboard configurations, Splunk deployment code, Splunk dashboard configurations, etc.
 - Configurations of security tools (such as ACAS, McAfee ePO, Zeek, etc.) and any automation in the distribution of security findings, alerting mechanisms, or remediation elements
 - Networking deployment and configuration, including but not limited to, Palo Alto firewall deployment and configuration, Transit Gateway deployment and configuration, Weave deployment and configuration, Virtual Network deployment and configuration, etc.
 - End user access deployment mechanisms including automated provisioning and configuration of both VDI and VPN resources
- ai-AMC™ Add-On Managed Services
 - Architectural design of ai-AMC™ Add-On Managed Service inclusion into ai-AMC™ Base Platform
 - Automation to deploy ai-AMC™ Add-On Managed Services (CloudFormation templates, Terraform scripts, etc.)
 - Automation to manage ai-AMC™ Add-On Managed Services (dashboards, support workflows, automated on-boarding/off-boarding elements, automated project/space creation pipelines, etc.)
 - Code or processes for integration of ai-AMC™ Add-On Managed Services with ai-AMC™ Base Platform

6.3 Customer Ownership. With the exception of a license granted to Provider to access and use directly attributable Customer data and content solely for the purpose of performing and improving Services, and the supply of summarized and sanitized analytics data pursuant to Section 2.2, Provider acquires no right, title, or interest from Customer or its Representatives to Customer data and content, including any intellectual property rights therein. Subject to the Agreement, Customer, its Representatives and each of its Affiliates hereby grant Provider a limited, royalty-free, fully-paid up, non-exclusive and

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non-transferable license to process Customer data and content in the United States (unless otherwise stated on an Order) solely as necessary to provide the Services for Customer's and such Affiliates' benefit as provided in the Agreement (and as otherwise instructed by Customer or a Representative) for so long as Customer or any Representative uploads or stores such content or data with the Cloud Services Provider accessible and serviced by the Subscription Services.

- 6.4 Usage Restrictions.** Unless expressly agreed otherwise in the applicable Order, Customer may access and use the software in the Subscription Services for only the Customer's business use and not for the benefit of, or to provide services to, any third party. The rights granted to Customer under the Agreement may not be sold, resold, assigned (except as set forth in Section 11.3), leased, rented, sublicensed, or otherwise transferred or made available for use by third parties, in whole or in part, by Customer without Provider's prior written consent. Customer shall not gain or attempt to gain unauthorized access to any portion of the Subscription, or its related systems or networks, for use in a manner that would exceed the scope granted under the Agreement and the Order, or facilitate any such unauthorized access for any third party. If any unauthorized access occurs, Customer shall promptly notify Provider of the incident and shall reasonably cooperate in resolving the issue. Customer shall not reverse engineer, decompile, or disassemble any Subscription or otherwise attempt to discover the source code thereof or permit any third party to do so. Customer shall not attempt to disable or circumvent any security measures in place. Customer may not knowingly reproduce or copy the software used in the Subscription Services, in whole or in part. Customer shall not modify, adapt, or create derivative works of the software used in the Subscription Services. Customer shall not use the software used in the Subscription Services to store or transmit libelous or otherwise unlawful or tortious material or any material in violation of third-party privacy rights. Customer shall not knowingly interfere with or disrupt the integrity or performance of the software used in the Subscription Services or third-party data contained therein.

7 Subcontracting

- 7.1 Use of Subcontractors.** Provider may, at its discretion, use contractors, agents, service providers, third parties, or consultants ("Subcontractor") who are not a party to the applicable Order, as follows:

Provider may subcontract various Professional Services to third parties to the extent the Customer agrees upon such Subcontractor in the applicable Order for Services.

Provider's cooperation with and exchange of Analytics with Customer's Cloud Services Provider for the purpose of providing the Subscription Services.

Provider may subcontract with various subcontractors and vendors in support of the Subscription Services, unless otherwise restricted in the Order.

- 7.2 Provider Responsibility.** Provider will require and cause its Subcontractors to comply with all relevant terms of this Agreement. Provider will be Customer's sole point of contact regarding the Services, including with respect to payment. Nothing in this Agreement creates any contractual relationship between Customer and any Provider Subcontractor, or any obligation on the part of Customer to pay or to ensure the payment of any money due any Provider Subcontractor.

8 Limited Warranties.

- 8.1 Provider Representations and Warranties.** Provider warrants (a) that the Subscription will perform materially in accordance with the Documentation and the Agreement; (b) to use best efforts to correct material defects that are reported by Customer or its Representatives, in a timely fashion, as further set forth in the Service Levels (if a malfunction is due to a problem with Customer hardware or software, or with Cloud Service Provider's services or infrastructure, Provider will so inform Customer and it will be Customer's responsibility to obtain and pay for any repairs or modifications required for such Customer hardware or software); (c) the Services will be performed in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications, and will devote adequate resources to meet Provider's obligations under the Agreement; (d) the Documentation will be reasonably updated so that it continues to describe the Subscription and Services in all material respects; and (e) to the best of its knowledge,

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the Subscription does not contain code whose purpose is to disrupt, damage, or interfere with Customer systems, software, or the Data.

8.2 Customer Representations and Warranties. Customer accepts responsibility for selection of the Services to achieve Customer's intended results. Customer is solely responsible for obtaining all necessary rights and consents to enter its data and content into the Cloud Services Provider accessible by the Subscription Services and hereby warrants that providing access to its data and content to Provider under the Agreement will not violate or infringe the rights of any third party. Customer further warrants that having determined the Services are suitable for the intended use of this Agreement as of the time of the Agreement's execution, Customer assumes sole responsibility for the security of the data and content entered into the Cloud Services Provider accessible by the Subscription Services, and Provider shall have no liability therefor.

8.3 The parties understand that Provider's Fees reflect the allocation of risk and the warranties, limitation of warranties and limitation of liability in this Section 8 herein.

9 Intellectual Property Indemnification by Provider.

Provider shall defend, indemnify and hold Customer harmless from and against any damages arising out of third party claims alleging that the Subscription when used as authorized under this Agreement infringes a patent, copyright, or trademark, including costs awarded or agreed in settlement by Provider (including reasonable attorneys' fees) resulting from such claim, provided that Provider shall have received from Customer: (1) prompt written notice of such claim (but in any event notice in sufficient time for Provider to respond without prejudice); (2) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (3) all reasonably necessary cooperation from Customer. If Customer's Subscription is (or in Provider's opinion is likely to be) enjoined, if required by settlement or if Provider determines such actions are reasonably necessary to avoid liability, Provider may, in its sole discretion: (a) substitute for the Subscription substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Subscription; or if (a) and (b) are not commercially reasonable, (c) terminate the Agreement and refund Customer any pre-paid and unearned Subscription fees. The foregoing obligations of Provider shall not apply: (i) if the Subscription is modified by any party other than Provider, but solely to the extent the alleged infringement is caused by such modification; (ii) if the Subscription is combined with products or processes not provided or authorized by Provider, but solely to the extent the alleged infringement is caused by such combination; (iii) to any unauthorized use of the Subscription; (iv) to any unsupported release of the Subscription; (v) to any third-party code contained within the Subscription; or (vi) if Customer settles or makes any admissions with respect to a claim without Provider's prior written consent. This Section 9.0 sets forth Provider's and its Licensor's sole liability and Customer's sole and exclusive remedy with respect to any claim of intellectual property infringement.

10 Disclaimer and Limitation of Liability.

10.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ai-AMC™, INCLUDING WITHOUT LIMITATION THE THIRD-PARTY SOFTWARE, AND ALL SUBSCRIPTIONS, AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". NEITHER PROVIDER NOR ITS LICENSORS MAKES ANY OTHER WARRANTIES, GUARANTEES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR THE SECURITY AND PROTECTION OF ANY INFORMATION FROM A DATA SECURITY BREACH. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE SUBJECT TO THE LIMITED THE DURATION OF ANY ISSUED SUBSCRIPTION.

10.2 BUT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER LEGAL THEORY (I) NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM

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OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, AND (II) EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR OWED BY GOVERNMENT TO PROVIDER FOR SUBSCRIPTION SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED. FURTHERMORE, NEITHER PROVIDER, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, OR AFFILIATED COMPANIES SHALL BE LIABLE IN ANY WAY FOR: (1) DAMAGES FROM ANY SECURITY BREACH OR ANY OTHER SECURITY INTRUSION, OR ANY VIRUS, BUGS, OTHER MALICIOUS SOFTWARE OR HARMFUL COMPONENTS, OR TAMPERING OF ANY DATA OR CONTENT ENTERED INTO CLOUD SERVICE PROVIDER, OR ANY RELATED RESULTING DAMAGES TO CLOUD PROVIDER; (2) CLOUD SERVICE PROVIDER, AND (3) THIRD-PARTY PRODUCTS AND SERVICES OFFERED THROUGH THE SERVICES.

11 Miscellaneous

- 11.1 Notice.** Any notice or demand which is required to be given under the Agreement will be deemed to have been sufficiently given and received for all purposes when delivered by hand; by confirmed electronic transmission; by nationally recognized overnight courier; or five (5) days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, to the address, facsimile number, or the e-mail address identified in the applicable Order, and to the attention of such other person(s) or officer(s) as either party may designate by written notice.
- 11.2 Governing Law.** Without regard to its conflicts of laws principles, the laws of Maryland govern all matters arising under or relating to the Agreement. The parties agree to submit to the jurisdiction of the state courts of the State of Maryland and the U.S. District Court for the District of Maryland, and agree that such courts shall be the exclusive venue for any action arising under this Agreement.
- 11.3 Assignment.** Neither party may assign the Agreement, or any of its interest herein, without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided, however, that no such prior approval shall be required for an assignment in connection with a sale of all or substantially all of a party's business related to the subject matter of the Agreement or any merger, sale of a controlling interest, or other change of control of such party. In the event of assignment as mentioned in the previous sentence, the assigning party shall provide written notice as soon as is reasonably practicable. The Agreement applies to and binds the permitted successors and assigns of the parties.
- 11.4 Force Majeure.** Neither party will be in default or otherwise liable for any delay in or failure of its performance under the Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God or the common enemy or earthquakes, floods, fires, epidemics, riots, or failures or delays in transportation or communications (each, a "Force Majeure Event"). The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of the Agreement. Customer's Subscription and Services are predicated on Customer's use of cloud computing services hosted by a Cloud Service Provider, and the Provider will not be responsible for the acts or omissions of Customer's cloud service provider that result in a delay in or failure of its performance under the Agreement.
- 11.5 Injunctive Relief.** Each party acknowledges and agrees that a breach or threatened breach by either party of any of its obligations under Sections 5 or 6 may cause immediate and irreparable harm to the non-breaching party for which monetary damages may not constitute an adequate remedy. Accordingly, the breaching party acknowledges and agrees that the non-breaching party shall be entitled to seek injunctive relief for the breaching party's obligations herein, without the non-breaching party having to prove actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for the breaching party's breach of the Agreement, but shall be in addition to all other remedies available to the non-breaching party at law or in equity.
- 11.6 U.S. Federal Government Customers.** Provider provides the Subscription Services, including related software and technology, for ultimate U.S. Federal Government end use solely in accordance with the following: Government technical data and software rights related to the Subscription include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with Federal Acquisition Regulation ("FAR") FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, Defense FAR Supplement ("DFARS") DFARS 252.227-7015 (Technical Data-Commercial Items) and DFARS 227.7202-03

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(Rights in Commercial Computer Software or Computer Software Documentation). Customer agrees that ai-AMC™ Subscription meets the definition of “commercial item” in FAR 2.101 and that all ai-AMC™ Subscription components were developed exclusively at private expense. If a U.S. Government agency has a need for rights not conveyed under these terms, it must negotiate with Provider to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

- 11.7 Third Party Beneficiaries.** Provider, its affiliates and licensors may be third party beneficiaries of the Agreement. No other third party, including without limitation Customer’s addition of third parties as users, is intended to be a beneficiary of the Agreement entitled to enforce its terms directly.
- 11.8 Third Party Terms.** “Third Party Software” means components of the ai-AMC™ Subscription which are licensed from third parties (“Third Party Providers”). “Third Party Terms” means those terms and conditions between Third Party Providers and Provider applicable to Third Party Software. In the event Third Party Terms are changed by Third Party Providers, as the case may be from time to time, Customer may be required to accept additional terms upon login and access to the Subscription, or otherwise as Provider requires. If Customer determines the Third Party Terms have an adverse impact, and as a result does not consent, Customer SHOULD NOT access or use the Subscription.
- 11.9 Cloud Service Provider Terms.** “CSP Resources” means components of the ai-AMC™ Subscription which reside on Cloud Service Providers (“CSPs”) offerings. “CSP Terms” means those terms and conditions between CSP and Provider applicable to Third Party Software. In the event CSP Terms are changed by CSPs, as the case may be from time to time, Customer may be required to accept additional terms upon login and access to the Subscription, or otherwise as Provider requires. If Customer determines the CSP Terms have an adverse impact, and as a result does not consent, Customer SHOULD NOT access or use the Subscription.
- 11.10 General.** The Agreement supersedes all previous discussions, negotiations, understandings, and agreements between the parties with respect to ai-AMC™ managed service offerings. No oral statements or material not specifically incorporated herein will be of any force and effect. No changes in or additions to this Agreement will be recognized unless incorporated herein by amendment and signed by duly authorized representatives of both parties. The application of Customer’s general terms and conditions in any general vendor acknowledgement or Customer’s other general purchasing conditions are hereby expressly excluded and objected to by Provider. This Agreement shall apply and supersede the pre-printed terms and conditions of any form submitted, in electronic format or otherwise, by either party. The Agreement will not be construed against either party as the purported drafter. The waiver by either party of a breach or violation of any provision of the Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of the Agreement, which will remain in full force and effect and enforceable in accordance with its terms. With respect to any unenforceable provision, the applicable arbitrator or court shall deem the provision modified to the extent necessary, in such adjudicator’s opinion, to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth herein. Headings in this Agreement shall not be used to interpret or construe its provisions. The following order of precedence will be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Orders, exhibits, statements of work, or other documents: first, the Sections 1 - 11 in of this Agreement, including any referenced URLs (which may give priority to Orders for certain purposes); second, terms contained in an Order; and third, the terms of any other documents referenced in any of the foregoing.

12 Modifications

Provider may modify this Agreement (including any Policies) at any time by posting a revised version on the ai-AMC™ website or by otherwise notifying Customer in accordance with Section 11.1. The modified terms will become effective upon posting or, if Provider notifies Customer by email, as stated in the email message. By continuing to use the Subscription Service after the effective date of any modifications to this Agreement, Customer agrees to be bound by the modified terms. It is Customer’s responsibility to check the AI Site regularly for modifications to this Agreement. Provider last modified this Agreement on the date listed at the end of this Agreement.

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DATE AGREEMENT LAST MODIFIED: April 9, 2020