

Netwrix Corporation and Carahsoft Technology Corp. End User License Agreement

This end user license agreement (the "**Agreement**") is made by and between Netwrix Corporation, ("**Netwrix**"), a Delaware corporation with a principal place of business at 6160 Warren Parkway, Suite 100, Frisco, TX 75034, and the entity on whose behalf the Software is used. ("**Licensee**") (each a "**Party**" and together the "**Parties**"). This Agreement, together with any documents incorporated herein by reference, sets forth all terms and conditions applicable to use of the Software by Licensee.

DEFINITIONS. All capitalized terms used herein shall have the definitions attributed to them in this section or elsewhere in this Agreement.

- A. "**Affiliate**" means an entity controlled by, under common control with, or controlling a Party, with "control" meaning an ownership interest greater than fifty percent.
- B. "**Software**" means the Netwrix proprietary licensed computer software program(s) downloaded and/or installed, pursuant to this Agreement, and the Documentation. The term Software includes Trial Software, Subscription Software, and Perpetual Software.
- C. "**Trial Software**" means Software downloaded for temporary evaluation purposes.
- D. "**Subscription Software**" means Software licensed with time limits, other than Trial Software, pursuant to an Order.
- E. "**Perpetual Software**" means Software licensed with no time limits pursuant to an Order.
- F. "**Documentation**" means the technical documentation provided with the Software or otherwise made available to Licensee by Netwrix at www.netwrix.com/documentation.html, excluding links to any information or data at a different URL.
- G. "**Services**" means the Netwrix proprietary services provided remotely in relation to the Software pursuant to an Order. The term "Services" includes Maintenance Services, JumpStart Services, and Professional Services.
- H. "**Maintenance Services**" means any remote maintenance and support services provided to Licensee pursuant to an Order including evaluation support and standard support.
- I. "**JumpStart Services**" means remote implementation assistance services provided to Licensee pursuant to an Order.
- J. "**Professional Services**" means any remote services, other than Maintenance Services and JumpStart Services, provided to Licensee pursuant to an Order including, without limitation, deployment, customizations, integrations, and taxonomy development.
- K. "**Quote**" means any quote issued by Netwrix for Software or Services.
- L. "**Order**" means any order for Software or Services, including a signed Quote or other document in accordance with a Quote, or as otherwise indicated in this Agreement.

SECTION 1. SOFTWARE.

1.1 Software.

1.1.1 Trial Software. The term of the license for Trial Software is thirty (30) days from the Trial Software installation date ("**Evaluation Period**"). Licensee may use the Trial Software during the Evaluation Period solely for the purpose of evaluating whether to purchase a license to the Software. Licensee can only obtain one Evaluation Period per release of the Software unless Netwrix, in its sole discretion, grants an extension of the Evaluation Period. There is no fee for Licensee's use of the Software in accordance with this Agreement during the Evaluation Period, however, Licensee is responsible for any applicable shipping charges or taxes which may be incurred under this Agreement, and any fees which may be associated with usage beyond the scope permitted herein. Licensee acknowledges that it is downloading the Trial Software with the intent to purchase a license to use the Software upon completion of a successful Evaluation Period. Netwrix sales representative may contact Licensee after the download to discuss Licensee's purchase of a license.

1.1.2 Perpetual Software. The term of the license for Perpetual Software shall be perpetual, unless terminated or renewed in accordance with this Agreement or an amendment hereto.

1.1.3 Subscription Software. The term of the license for Subscription Software shall begin and end on the dates set forth in the Order (the “**Subscription Term**”), unless terminated in accordance with this Agreement or an amendment hereto. Any Subscription Software may be renewed for subsequent terms of the same duration as the initial Subscription Term and at the same quantities in use at the end of the then-current Subscription Term, by executing a written Order for the subsequent Subscription Term.

1.1.4 License Grant to Software. Subject to the terms and conditions of this Agreement and, when applicable, the Order, Netwrix hereby grants to Licensee, and Licensee accepts from Netwrix, a non-exclusive, non-transferable and non-sublicensable right to install, use, access, run, or otherwise interact with one copy of the Software for Licensee's and its Affiliates own internal business operations and in accordance with the Documentation. Licensee may make a reasonable number of additional copies of the Software (excluding Trial Software) solely for non-productive, archival purposes; provided that, the original productive and non-productive copies of the same license are not in use at the same time and each copy contains all titles, trademarks, copyrights and restricted rights notices as in the original, and is not provided to any third party. The Software is provided in binary code only. Nothing in this Agreement entitles Licensee to receive source code for the Software. Licensee is responsible for its Affiliates' compliance with this Agreement and any breach of this Agreement by its Affiliates, and Licensee accepts full liability for all acts and omissions of its Affiliates as if such act or omission was that of Licensee.

1.2 Restrictions. Licensee may not: (a) modify the Software or any portion thereof in any manner; (b) reverse engineer, decompile, disassemble, modify, adapt, rent, lease, loan or create derivative works based upon the Software or any part thereof; (c) use the Software as a managed service provider, application service provider, software as a service basis, or in any commercial time share arrangement, or in any other activity intended to directly produce revenue without the prior written consent of Netwrix; (d) resell the Software licensed hereunder or use the Software to provide consulting or training services to third parties; (e) assign the Software to a third party for use in managing Licensee's environment without the prior written consent of Netwrix; or (f) install, use, or run the Software in any third party facility, or to enable others to do so (provided that, Licensee may install, use, or run the Software in a third party data center on servers (physical or virtual) that it owns, leases, or otherwise controls). Licensee represents and warrants to Netwrix that Licensee shall not, and shall not permit any other person to: (x) use the Software for purposes of (i) benchmarking or competitive analysis of the Software, (ii) developing, using or providing a competing software product or service, or (iii) any other purpose that is to Netwrix's detriment or commercial disadvantage; (y) copy the Software in whole or in part; and (z) use the Software in violation of any law, regulation or rule.

1.3 U.S. Government Users. The Software is a “commercial item”, as that term is defined at 48 C.F.R. 2.101), consisting of “commercial computer software” and “commercial computer software documentation”, as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (or an equivalent provision, e.g., in supplements of various U.S. government agencies, as applicable), all U.S. Government users acquire the Software with only those rights set forth herein. The manufacturer is Netwrix Corporation, 6160 Warren Parkway, Suite 100, Frisco, TX 75034.

1.4 Export Law Assurances. Licensee shall not export or re-export, or allow the export or re-export of the Software or any copy, portion or direct product of the foregoing, in violation of any export laws, restrictions, national security controls or regulations of the United States or other applicable foreign agency or authority.

1.5 Locking Mechanism. Trial Software and Subscription Software include a locking mechanism that automatically will prevent Licensee's use of such Software following the expiration of the applicable license term. Licensee may not disrupt, disable or interfere with the locking mechanism, and may not use such Software following the expiration of the applicable license term unless Licensee purchases a

license, in the event of Trial Software, or a renewal license, in the event of Subscription Software, from Netwrix.

1.6 Reservation of Rights. Netwrix reserves all rights, implied or otherwise, which are not expressly granted to Licensee hereunder. The Software is licensed only, not sold, and Netwrix retains all ownership of and all rights, title and interest in and to the Software including, without limitation, all intellectual property rights, excluding only any third-party components incorporated therein.

1.7 Third Party Components. The Software is distributed with certain third-party components licensed to Netwrix pursuant to open source licenses ("**Third-Party Licenses**"), which require Netwrix to include certain provisions in any distribution thereof. Such Third-Party Licenses are available at https://helpcenter.netwrix.com/category/legal_oss_acknowledgements. The Third-Party Licenses only apply to the third-party component with which they're associated and do not apply to the proprietary portions of the Software owned by Netwrix.

1.8 Usage Verification. Where applicable, Licensee acknowledges that the Software includes a phone home capability that will periodically connect to the Internet and transmit license usage data to Netwrix for purposes of verifying Licensee's compliance with this Agreement. The information collected by Netwrix may include the license key, the application(s) being audited with the Software, and the number of users/objects being audited with the Software (the "**Phone Home Data**"). If the Software does not include a phone home capability or Licensee disables the phone home capability, then Licensee shall, upon Netwrix's request (which request may not be more frequently than annually), certify Licensee's usage of the Software and permit Netwrix to review Licensee's use of the Software for compliance with this Agreement. Any reviews shall be scheduled at least five (5) business days in advance, are subject to any security requirements mutually agreed in writing with Licensee and shall be conducted during normal business hours at Licensee's facilities, and shall not unreasonably interfere with Licensee's business activities. If Licensee's use of the Software is found to be greater than authorized by the applicable Order(s) (an "Overage"), such Overage will be deemed an Order for all licenses used in excess of the authorized quantity and Licensee will be invoiced for and agrees to pay for such additional licenses at the same per unit cost as the contracted quantity for the full Subscription Term or Maintenance Services Term, as applicable, in accordance with the terms of the Agreement.

1.9 Customer Experience Program. This Section 1.9 applies when the Software includes a customer experience program. Where applicable, Licensee agrees that, unless it opts-out during installation of the Software or changes its preferences in the Software settings after installation of the Software, in addition to any Phone Home Data collected by Netwrix as contemplated above, the Software will transmit user activity data and logs to Netwrix detailing statistical information about Licensee's use of the Software and its functions, and aggregate usage data for the purposes of generating statistical metrics and analytics regarding use of the Software (collectively, "**Usage Data**"). Netwrix may use Usage Data to better understand the features and functionality Licensee's users find useful for purposes of improving its products and services, and for its other internal business purposes. Netwrix will use such Usage Data as contemplated under this Agreement and otherwise in accordance with applicable law. If Licensee does not agree to such collection and use of Usage Data, Licensee can opt-out of the Netwrix Customer Experience Program during installation of the Software or by changing Licensee's preferences in the Software settings after installation of the Software.

SECTION 2. SERVICES.

2.1 Maintenance Services.

2.1.1 Scope of Maintenance Services. The scope of the Maintenance Services is as follows:

- A. Netwrix shall make available to Licensee via web download new versions and releases of the Software, including Software corrections, enhancements and updates, if and when Netwrix makes them generally available without charge to licensees of the Software.
- B. Netwrix shall respond to communications from Licensee that report failures of the Software to operate substantially in accordance with its specifications.
- C. Netwrix shall respond to a reasonable number of communications from Licensee that request consultation on the operational/technical aspects of the Software, provided that such requests are made by individuals generally skilled in the use of computers.
- D. Licensee shall have access to technical support website(s) applicable to the Software stated in the Order.
- E. Netwrix's Maintenance Services shall be available via the Web or telephone. Netwrix will respond to inquiries within two (2) business days from receipt of the inquiry.

2.1.2 Maintenance Services Term. Netwrix will make available the Maintenance Services beginning and ending on the dates set forth in the Order (the “**Maintenance Services Term**”); provided that, Netwrix may deny Maintenance Services if it has not received the applicable fees.

2.1.3 Renewal. Each Maintenance Services Term may be renewed for subsequent terms of the same duration, by executing a written Order for the subsequent Maintenance Service Term.

2.1.4 Non-Payment. Pursuant to FAR 52.233-1, any payment disputes must be submitted by Netwrix in writing within 6 years after accrual of the claim to the Contracting Officer for a written decision. If the Contracting Officer issues a written decision resolving the claim in favor of Netwrix and Netwrix has not received all applicable fees within the time specified by the Contracting Officer, Netwrix may deny Maintenance Services during any Maintenance Services Term.

2.2. Onboarding Services.

This Section 2.2 will only apply to the extent Onboarding Services are included in an Order.

2.2.1 Scope of Onboarding Services. When “Onboarding Services” is included in an Order, Netwrix will provide remote guided onboarding assistance to Licensee for Licensee to install the Software on its own with dedicated checkpoints with Netwrix.

2.3 JumpStart Services.

This Section 2.3 will only apply to the extent JumpStart Services are included in an Order.

2.3.1 Scope of JumpStart Services. When “Jumpstart Services” is included in an Order, Netwrix will provide remote installation assistance to Licensee. The scope of the JumpStart Services will be set forth in an Order and Project Document (as such term is defined in the Professional Services Addendum attached hereto as Exhibit A).

2.3.2 JumpStart Services Term. Netwrix will commence and complete the JumpStart Services within a reasonable time considering the complexity and circumstances of the JumpStart Services (“**JumpStart Services Term**”). During the JumpStart Services Term, Licensee will make diligent efforts to schedule and complete the JumpStart Services, including, without limitation, having the proper personnel, equipment, and environment available in a timely manner.

2.3.3 Completion. The JumpStart Services will be considered fully delivered and completed upon the earlier of: (i) signature by Licensee acknowledging completion of the JumpStart Services, or (ii) two attempts by Netwrix via email to contact Licensee following completion of the JumpStart Services to which Licensee has been unresponsive. Notwithstanding the foregoing, the right to use the JumpStart Services will expire ninety (90) calendar days following purchase of the JumpStart Services.

2.4 Professional Services.

This Section 2.4 will only apply to the extent Professional Services are included in an Order.

2.4.1 Scope and Term of Other Professional Services. The scope and term of the Professional Services will be set forth in an Order and a statement of work (“**SOW**”) agreed by Netwrix and Licensee prior to commencement of the Professional Services. SOWs will be billed on a time and materials basis or as otherwise agreed between Netwrix and Licensee in the SOW. Each SOW for a fixed price will state the applicable fees and payment milestones (if any).

2.4.2 Professional Services Deliverables. “**Deliverables**” means any work product, whether in written, oral, electronic or other form, created by Netwrix pursuant to a SOW. When applicable, Netwrix grants to Licensee an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, paid-up right and license to use the Deliverables as reasonably necessary to enable the full benefit of the Professional Services in relation to the Software. Licensee acknowledges that Licensee has no rights or license to use the Deliverables other than as stated in the foregoing sentence, and Licensee agrees not to use the Deliverables in any other manner.

2.5 Other Services. For the avoidance of doubt, the Parties will enter into a separate agreement for any services other than Maintenance Services, JumpStart Services, and Professional Services.

2.5 Intellectual Property. Licensee acknowledges that all right, title and interest in any intellectual property rights created as a part of the Maintenance Services, JumpStart Services, and Professional Services, including without limitation any Deliverables, shall be owned by Netwrix. Notwithstanding the foregoing, Licensee retains any right, title, and interest in any Licensee confidential information shared with Netwrix as part of the Maintenance Services, JumpStart Services, or Professional Services, as applicable.

SECTION 3. CONFIDENTIALITY AND PRIVACY.

3.1 Confidentiality. “**Confidential Information**” means the Software, source code, object code, trade secrets, know-how and any proprietary tools, proprietary knowledge or proprietary methodologies of Netwrix not generally available to the public, to which the Licensee may gain access or knowledge as a result of this Agreement. The Licensee shall keep such Confidential Information confidential, and shall use commercially reasonable efforts and take all reasonable steps to protect the Confidential Information from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Agreement. The Licensee shall promptly notify Netwrix of any known unauthorized use, reproduction, publication, disclosure, or distribution of the Confidential Information and will cooperate with Netwrix in any litigation brought by Netwrix against third parties to protect its proprietary rights. Netwrix recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by Netwrix; provided that Licensee, if legally permitted to do so, provides Netwrix with as much advance notice of the possibility of such disclosure as practical so Netwrix may attempt to stop such disclosure or obtain a protective order concerning such disclosure. For avoidance of doubt, Netwrix Confidential Information that constitutes a trade secret will be afforded the greatest protection from disclosure afforded by law.

3.2 Advertising. Licensee agrees that, with Licensee’s prior written consent, and to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71, Netwrix can publicly advertise that Licensee is a paying customer of Netwrix and the Software which Licensee is using. Advertising may include, without limitation, use of Licensee’s name, logo, number of employees and other non-confidential information related to Licensee’s use of Netwrix’s products in connection with advertising via Internet, magazines, newspapers, TV, case studies, success stories, press releases, marketing materials, exhibits and other electronic and physical media.

3.3 Suggestions. To the extent Licensee provides or otherwise communicates any suggestions, enhancement requests, recommendations or otherwise provides feedback on the Software or Services (collectively, “**Comments**”), Licensee hereby grants Netwrix a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual, unrestricted license to use and/or incorporate the Comments and all underlying ideas contained in the Comments into the Software or Services (or other product or service offerings) and create any derivative works thereof. Netwrix acknowledges that the ability to use this Agreement and any Comments provided as a result of this Agreement is limited by GSAR 552.203-71.

3.4 Privacy. To the extent any personal information is collected by Netwrix in connection with this Agreement, Netwrix will only use such personal information in accordance with its Privacy Policy, attached hereto as Exhibit B.

SECTION 4. WARRANTIES.

4.1 "AS-IS" Warranty for Trial Software. LICENSEE AND NETWRIX AGREE THAT THE TRIAL SOFTWARE IS PROVIDED "AS IS" AND UNSUPPORTED, AND THAT NETWRIX MAKES NO WARRANTY AS TO THE TRIAL SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

4.2 Limited Software Warranty for Subscription Software and Perpetual Software. Netwrix warrants that for a period of thirty (30) days from the date Netwrix issues Licensee’s license keys for the Software: (i) the media provided by Netwrix, if any, on which the Software (excluding Trial Software) is recorded will be free from material defects in materials and workmanship under normal use, and (ii) the Software (excluding Trial Software), as provided by Netwrix, will substantially conform to the specifications in the Documentation applicable to such Software (collectively, the “**Software Warranties**”). Licensee must report in writing any breach of the Software Warranties to Netwrix during the warranty period, and Licensee’s exclusive remedy, and Netwrix’s sole obligation, for any such breach of warranty shall be for Netwrix to either replace defective media and to correct or provide a workaround for reproducible errors that cause a breach of the Software Warranties within a reasonable time considering the severity of the error and its effect on Licensee or, at Netwrix’s option, refund the license fees paid for the nonconforming Software upon return of such Software to Netwrix and termination of the related license hereunder.

4.3 Limited Services Warranty for JumpStart Services and Professional Services. Netwrix warrants that it will perform the JumpStart Services and Professional Services: (i) in a professional, diligent, and technically correct manner; and (ii) in substantial conformance with the applicable services scope for JumpStart Services, set forth in this Agreement, or for Professional Services, set forth in the SOW (collectively, the “**Services Warranties**”). Licensee must report in writing any breach of the Services Warranties to Netwrix within thirty (30) days following the performance of nonconforming JumpStart Services or within ninety (90) days following the performance of nonconforming Professional Services, as applicable, and Licensee’s exclusive remedy, and Netwrix’s sole obligation, for any breach of the Services Warranties, shall be for Netwrix to re-perform the nonconforming portion of the JumpStart Services or Professional Services, as applicable, or, at Netwrix’s option, refund the fees paid for the nonconforming portion of the JumpStart Services or Professional Services, as applicable. Notwithstanding the foregoing, Netwrix shall have no obligation for breach of the Services Warranties to the extent arising out of Licensee’s modification of Deliverables or use of Deliverables in violation of this Agreement or the SOW.

4.4 Disclaimer of Other Warranties. THE LIMITED WARRANTIES AS DESCRIBED IN THIS SECTION 4 ARE THE ONLY WARRANTIES PROVIDED TO LICENSEE. NETWRIX AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE, ANY ACCOMPANYING WRITTEN MATERIALS, AND ANY SERVICES.

SECTION 5. REMEDIES.

5.1 Limitation of Remedies and Damages. IN NO EVENT WILL NETWRIX, ITS LICENSORS, ITS AFFILIATES, SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES BE LIABLE TO LICENSEE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND DATA AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF NETWRIX OR A NETWRIX REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NETWRIX'S CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO NO GREATER THAN THE FEES PAID BY LICENSEE TO NETWRIX DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR THE SOFTWARE OR ANY SERVICES (EXCLUDING APPLICABLE TAXES AND PAYMENT FEES) THAT CAUSED THE DAMAGES. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN NETWRIX'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. LICENSEE AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOFTWARE OR ANY SERVICES BROUGHT BY LICENSEE MUST BE FILED WITHIN NO LATER THAN SIX (6) YEARS AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM WILL BE FOREVER BARRED.

5.2 Reserved.

5.3 Reserved..

5.4 WAIVER OF JURY TRIAL. LICENSEE HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE SOFTWARE, THE SERVICES OR THIS AGREEMENT.

SECTION 6. GENERAL.

6.1 Partners. An Order may be submitted by Licensee or an authorized reseller or distributor of Netwrix (each a "**Partner**"). When an Order is submitted by a Partner, Licensee will have a separate agreement with the Partner regarding Licensee's payment obligations to the Partner and the Partner will have a separate agreement with Netwrix regarding the Partner's payment obligations to Netwrix.

6.2 Payment. Licensee or, when applicable, a Partner will pay Netwrix for the Software and Services in accordance with the applicable Order. Any late payments will accrue interest at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

6.3 Termination. Subject to the following sentence, and GSAR 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019), this Agreement, an Order, or a SOW may be terminated: (a) by mutual agreement of Netwrix and Licensee; (b) by Licensee, upon thirty (30) days prior written notice to Netwrix; or (c) by Netwrix, if Licensee breaches this Agreement and fails to cure such breach to Netwrix's reasonable satisfaction within thirty (30) days following receipt of Netwrix's notice thereof. When Licensee is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under FAR 52.233-1 (the Contract Disputes Clause of the Contract Disputes Act) ("Disputes Clause"). Under the Disputes Clause, Netwrix shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the

Contracting Officer. Upon any termination of this Agreement, Licensee shall immediately cease all use of the applicable Software, destroy all copies of the Software in Licensee's possession and control, and certify in writing to Netwrix within thirty (30) days after termination that Licensee has destroyed such Software and all copies thereof. Termination of this Agreement shall not limit Netwrix from pursuing any remedies available to it, including injunctive relief, or relieve Licensee of its obligation to pay all fees that have accrued or have become payable by Licensee under this Agreement, any Order, or any SOW.

6.4 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall survive any termination/expiration of the Agreement and remain in effect following such termination/expiration.

6.5 Assignment. Licensee may not assign or transfer its rights or obligations under this Agreement without prior written consent by Netwrix (which consent shall not be unreasonably withheld) and any purported assignment or transfer without Netwrix's written consent shall be null and void.

6.6 Interpretation. This Agreement is governed by the Federal laws of the United States in the venue mandated by the applicable Federal law.. The U.N. Convention of Contracts for the Sale of International Goods will not apply. Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. Subject to GSAR 552.212-4(f), Netwrix will not be liable for any delay or failure of performance, and no delay or failure of performance will constitute a default or give rise to any liability for damages if such delay or failure is caused by causes beyond Netwrix's control, including, without limitation, acts of God, war, terrorism, and civil disturbance.

6.7 Entire Agreement. This Agreement, including any Order and SOW hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, whether written or oral, relating to the same subject matter. Any contrary or supplemental terms or conditions on any purchase order or other document issued by Licensee is for administrative convenience only and shall not be binding upon Netwrix, even if signed by Netwrix. Performance will not constitute acceptance by Netwrix of contrary or supplemental terms or conditions. Any amendment to this Agreement shall be binding upon the Parties only if such amendment references this Agreement and is executed by both Parties.

Exhibit A

Professional Services Addendum

The following Professional Services Addendum (“**Addendum**”) to the Netwrix Corporation End User License Agreement (“**Agreement**”) is only applicable to purchases of Jumpstart Services or Professional Services from Netwrix, as such terms are defined in the Agreement (each referred to herein as a “**Project**”).

1) Definitions. Capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

- (a) “**Activities**” means consulting and/or training services to be performed by Netwrix pursuant to a Project Document.
- (b) “**Customer**” means the Licensee of the Software.
- (c) “**Day**” means eight (8) hours.
- (d) “**Fixed Price Project**” means a Project in which specific tasks are to be completed or items are to be created for a set fee, regardless of the Time required to complete the specific tasks or create the specific items.
- (e) “**Non-Workday**” means a calendar day which is either a weekend or a holiday.
- (f) “**Prepaid Time**” means Time for which Customer is invoiced immediately after submitting an Order or otherwise before Netwrix begins work on the Project, each as stated in the Order or Project Document.
- (g) “**Project Deliverable**” refers to a specific task to be completed or item to be created as part of a Fixed Price Project pursuant to a Project Document.
- (h) “**Project Document**” means a document issued simultaneously with or subsequent to an Order (and signed by Customer) for Jumpstart Services or Professional Services, which states the Activities and Project Deliverables involved in the Project, such as a SOW for Professional Services.
- (i) “**Time**” means the quantity of Days or hours stated for a T&M Project.
- (j) “**Time and Materials Project**” or “**T&M Project**” means a Project in which Activities are provided on a per-hour or per-Day basis.
- (k) “**Workday**” means a Day during which Netwrix performs Professional Services, excluding Non-Workdays.

2) Process.

- (a) **Orders.** The Order for a Project will state whether fees will be billed as a Fixed Price Project or T&M Project. When applicable, the Order will also state estimated travel and living expenses as a separate line item. Customer agrees to reimburse Netwrix for all travel and living expenses reasonably incurred in the performance of the Professional Services in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable Order. Any Professional Services purchased by Customer are subject to the terms of this Addendum.
- (b) **Resources.** After Netwrix receives Customer’s Order and Project Document, Netwrix will assign personnel to the Project (the “**Project Team**”). The Project shall start upon a date mutually agreed by Netwrix and Customer. Netwrix will be responsible for the acts and omissions of its personnel, including contractors (if any), in the course of performance of the Project.
- (c) **Termination.** If Netwrix terminates an Order due to Customer’s uncured breach of the Agreement or this Addendum, Customer shall pay Netwrix all hours that Netwrix has worked on Project Deliverables or Activities (as applicable) at Netwrix’s then-current GSA Schedule hourly rate and all allowable expenses incurred by Netwrix. In the event that an Order is terminated, such termination shall not affect any other Orders.
- (d) **Assumptions and Customer Obligations.** Customer will:

- Commit a technical resource, as may be required, to provide Netwrix with the assistance required to perform the Activities or complete the Project Deliverables.
- Provide the Project Team with adequate and appropriate accommodations at Customer's site (when applicable), as well as access to Customer's servers, systems, and data, as may be required, to perform the Activities or complete the Project Deliverables.
- Provide the Project Team with suitable business expertise, technical expertise, and decision-making authority to ensure efficient progress on the Project.
- On request, provide the Project Team manager with applicable documentation of Customer's current business practices applicable to the Project.

3) Completion of Project Deliverables.

This Section 3 applies only to Fixed Price Projects. Following the completion and delivery of the Project Deliverable(s), Netwrix will notify Customer in writing that the Project Deliverable(s) have been performed or created and delivered. Within ten (10) calendar days of the delivery of the Project Deliverable(s) to Customer (the "**Completion Acknowledgement Period**"), if Customer determines that the Project Deliverable(s) have not been completed in substantial conformance with their descriptions in the Project Document, it will so notify Netwrix in writing and describe each non-conformance ("**Notice of Non-Conformance**"). Upon Netwrix's receipt of a Notice of Non-Conformance, Netwrix will re-perform or re-create the non-conforming Project Deliverables and a new Completion Acknowledgment Period will begin upon delivery of the revised Project Deliverables. If Customer does not provide a Notice of Non-Conformance by the end of the Completion Acknowledgement Period, the Project Deliverables will be deemed completed. Nothing in this Section 2(e) will affect Customer's rights under Section 4.3 of the Agreement.

4) Estimated Time.

This Section 4 applies only to T&M Projects. An Order for a T&M Project will contain the Time that Netwrix has estimated in good faith to be required to perform the Activities described in the Project Document for the T&M Project ("**Estimated Time**"). Netwrix shall use commercially reasonable efforts to complete the Activities within the Estimated Time; however, Netwrix does not represent or warrant that it can or shall do so. Netwrix shall promptly notify Customer if it determines that more Time shall be required to complete the planned Activities and shall not perform Activities beyond the Time without an executed modification to the relevant Order or Project Document (which modification may be approved by Customer via email or otherwise). Following Customer's email or other approval, Netwrix may reallocate the Time stated in the relevant Order or Project Document among the various resources stated in the fees table of the Project Document, provided such reallocation does not exceed the Estimated Time set forth therein. Activities shall use Prepaid Time, if any, before non-Prepaid Time.

5) Fees and Expenses.

- (a) Dates Valid.** The prices stated in an Order for a Project are valid for Activities performed within six (6) months of the date of Customer's execution of the Order. Notwithstanding the foregoing, the right to use the JumpStart Services will expire ninety (90) calendar days following purchase of the JumpStart Services.
- (b) Normal Business Hours, Weekends, and Holidays.** Unless otherwise agreed by Netwrix and Customer, all work on the Project shall be performed Workdays between the hours of 7:00 a.m. to 8:00 p.m. in Customer's local time ("**Normal Business Hours**"). Upon mutual agreement by Netwrix and Customer, Netwrix may work more than eight (8) hours in a Workday, four (4) ten-hour Workdays in a calendar week, after Normal Business Hours, or on Non-Workdays (each "**Abnormal Hours**"). Customer requests for Netwrix to perform work for a Project on Non-Workdays must be scheduled at least fifteen (15) days in advance and be for a minimum of one (1) Day. For billing purposes under an Order for a T&M Project, (i) a Workday on which Netwrix works ten (10) hours is equal to, and billable as, one and one quarter (1.25) Days; (ii) a week in which Netwrix works four (4) ten-hour Workdays is equal to, and billable as, five (5) Days, (iii) work performed after Normal Business Hours or on a Non-Workday which is a weekend day, are

billable as one and one half (1.5) hours shall be charged for each hour outside of Normal Business Hours, and (iv) and work performed on a Non-Workday which is a holiday, are billable as two (2) Days. If work is performed using Prepaid Time after Normal Business Hours or on a Non-Workday, one and one half (1.5) hours shall be used from the Estimated Time for each hour outside of Normal Business Hours, the Estimated Time shall be used at the rate of one and one half (1.5) Days for each Non-Workday which is a weekend on which Activities are performed and two (2) Days for each Non-Workday which is a holiday on which Activities are performed.

6) Non-Restrictive Relationship

Notwithstanding anything to the contrary, Netwrix may provide the same or similar services to other customers and Customer may utilize other information technology service providers that are competitive with Netwrix.

7) Effect of Addendum

Nothing in this Addendum is intended to modify, alter, reduce or change the rights or obligations of the parties to the Agreement, except as expressly stated in this Addendum. In the event there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control solely as to the subject matter of this Addendum. Unless specifically modified or amended by the terms of this Addendum, all the terms, conditions, liabilities and obligations of the Agreement shall be and remain applicable, in effect, valid, and enforceable between the Parties and applicable to this Addendum, all in accordance with the terms of the Agreement. This Addendum, the Agreement, and any Order or Project Document (as applicable) express the entire agreement with respect to the subject matter hereof.

Exhibit B

Netwrix Privacy Policy

Effective May 1, 2021

This Privacy Policy informs you about how Netwrix Corporation and its subsidiaries (collectively, "Netwrix") collect, use, and share your personal information through our website or any mobile app (collectively the "Site"), or when you interact with us online, for instance through our branded social media pages; offline collection, including Netwrix events, surveys, questionnaires, research and evaluations; third-party sources, including business partners and vendors; or when you apply for an employment opportunity with Netwrix (collectively, the "Offerings").

This Privacy Policy applies to all users of the Offerings. Some users, including residents the European Economic Area, may have additional rights, which are explained in our EU Privacy Policy located here.

PERSONAL INFORMATION WE COLLECT

"Personal Information" generally means information that identifies you as an individual and other information we associate with it. We collect several types of Personal Information, from several sources, depending on the Offerings you use.

1. Personal Information we collect directly from you

We may collect Personal Information directly from you in the following situations.

Contact Information such as name, business email, phone number, or address for you or others (e.g., principles in your business or billing contacts), when you express an interest in obtaining additional information about our products; create an account on our Site; request customer support, via our online help center or community forum; use the "Contact Us" or similar features on the Site; register to receive alerts or newsletters; register for, attend, or participate in an event or webinar; or download certain content from our Site.

Customer Payment Information such as billing name and address, credit card number or bank account information. Please note that Netwrix does not directly collect or store your financial account information; instead, we use a reputable payment processing company to collect and process your payment information and have taken steps to ensure that it will protect such Personal Information in compliance applicable law and our Privacy Policy.

Applicant Information. If you apply for an employment opportunity with Netwrix, we collect your name, email, phone number, address, and the information you provide in your application materials and during any interview process.

Reviews and Feedback. If you voluntarily submit certain information to us, such as by filling out a survey about your user experience, providing feedback, or submitting a review of our products, we collect the information that you have provided.

2. Automatically collected device and usage information

We use common information-gathering tools, such as cookies, web beacons, pixels, and similar technologies, to automatically collect information as you navigate our Site, our services, or interact with emails we have sent to you.

We may record certain information about visitors to our Site, including the web request, interaction with the Site including pages and files viewed, date and time stamp, IP address, language preference, location (depending on your device and browser settings), device and mobile identifiers, browser information,

operating system and configuration, Internet service provider and/or mobile carrier, referring website, and other such information. This information is used to analyze overall trends, help us provide and improve our Site and products and services, provide a tailored experience to users, and to secure and maintain our Site.

We may also collect similar information from emails you receive from us that can help us track which emails are opened and which links are clicked by recipients.

For additional information, please see the "Analytics, Cookies and Similar Technology" section below.

3. Information we receive from third parties

We also collect some Personal Information from third parties, such as publicly available databases or social media platforms; and vendors who compile information for our use, such as in recruiting or sales leads.

HOW WE USE PERSONAL INFORMATION

We use Personal Information as permitted by law and for the following businesses purposes:

- provide and administer the Offerings and our products and services;
- process and fulfill orders in connection with our products and services and keep you informed about the status of your order;
- help you complete a transaction or order and provide customer support;
- bill you for products and services;
- respond to your inquiries;
- provide training and support services;
- operate, evaluate and improve our business, such as by administering, developing, enhancing and improving our products and services; managing our communications and customer relationships; and performing accounting, auditing, billing, reconciliation and collection activities;
- perform data analytics, such as research, trend analysis, and financial analysis;
- communicate with you about your account and orders including sending emails relating to your account status, order confirmations, renewal or expiration notices and other important information;
- conduct advertising, marketing and sales activities, including sending promotional materials, generating leads, pursuing marketing prospects, performing market research, determining and managing the effectiveness of our advertising and marketing campaigns and managing our brand;
- communicate with you about, and administer your participation in, events, programs, promotions and surveys;
- protect against unauthorized use or abuse of our Site and services;
- protect against, identify and prevent fraud and other unlawful activity, claims and other liabilities;
- protect the health, safety and security of our employees;
- comply with and enforce relevant industry standards, contractual and legal obligations and our policies; and
- maintain and enhance the security of our Site and other online channels, products, services, and information resources.

DISCLOSURE OF PERSONAL INFORMATION

Depending on your use of the Offerings, we may share Personal Information with the following entities:

- Within Netrix, including our affiliates and subsidiaries, for the purposes described in this Privacy Policy;
- Third party service providers we have engaged to perform services on our behalf, such as website and blog hosting, recruiting, data analysis, research and analytics, marketing, event planning, payment processing, infrastructure provision, IT services, customer support/service,

email delivery services, data analytics, and other such services to us, and for the purposes of providing those services;

- Professional advisers acting as service providers, including lawyers, bankers, auditors, and insurers based in the countries in which we operate, and who provide consultancy, banking, legal, insurance, accounting, audit/compliance and similar services;
- Customers, for instance to connect authorized users of our products and services with their company administrator, to report and help manage issues requiring support, to verify account or activity information, investigating suspicious activity, or enforcing our terms and policies;
- Other users of the Offerings where you have chosen to submit or share Personal Information, for instance in the community forum, comments on our blogs, or reviews of our products;
- Our sales partners, including distributors and authorized resellers of our products and services, to offer and provide our products and services to you;
- To a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings); and
- To comply with legal obligations.

ANALYTICS, COOKIES AND SIMILAR TECHNOLOGIES

Netwrix uses technologies such as web beacons, pixels, and tags, alone or in conjunction with cookies, to gather information about the use of our Site and how people interact with our emails. A "cookie" is a text file that websites send to a visitor's computer or other Internet-connected device to uniquely identify the visitor's browser or to store information or settings in the browser. A "web beacon," also known as an Internet tag, pixel tag or clear GIF, links web pages to web servers and their cookies and may be used to transmit information collected through cookies back to a web server.

Third Party Services

Third parties provide certain services available on this web site. We may provide information, including Personal Information that we collect on the Web to third-party service providers to help us deliver programs, products, information, and services. Service providers are also an important means by which we maintain our Web site and mailing lists. We will take reasonable steps to ensure that these third-party service providers are obligated to protect Personal Information on our behalf. We do not intend to transfer Personal Information without your consent to third parties who are not bound to act on our behalf unless such transfer is legally required. Similarly, it is against our policy to sell Personal Information collected online without consent.

When you visit the Site, we, or an authorized third party, may place a cookie on your device that collects information, including IP address and other identifiers associated with your device and device characteristics, or your activity on the Site. Cookies allow us to monitor Site usage, identify trends and track statistics, and improve and customize your experience. Most browsers allow you to control cookies, including whether or not to accept them and how to remove them. To learn more about cookies, please visit <http://www.allaboutcookies.org/>. To opt-out of Google Analytics, please visit Google Analytics Opt-out Browser Add-on. Please note that by choosing to disable all cookies, you may limit your ability to use some features on our Site.

We also use web beacons and pixels on our Site and in emails. For example, we may place a pixel in marketing emails that lets us know when you click on a link in the email. We use these technologies to operate and improve our Site and marketing emails. For instructions on how to unsubscribe from marketing emails, please see "Your Rights and Choices" below.

Do Not Track

We do not monitor or follow "Do Not Track" (DNT) signals because there is no standard interpretation or practice for DNT signals. Therefore, we handle all user information consistent with this Privacy Policy.

THIRD PARTY LINKS AND SOCIAL MEDIA WIDGETS

The Site may contain links to other websites, applications, and services maintained by third parties. These links are provided for your convenience only. The information practices of other services, or of social media platforms that host our branded social media pages, are governed by the privacy policies and terms of use of those entities.

The providers of third-party apps, tools, widgets and plug-ins on our online channels (such as Twitter, LinkedIn and Facebook) also may use automated means to collect information regarding your interactions with these features. This information is collected directly by the providers of the features and is subject to the privacy policies or notices of these providers. To the extent permitted by applicable law, Netwrix is not responsible for these providers' information practices.

SECURITY

Wherever your Personal Information is held by Netwrix or on its behalf, we will take reasonable and appropriate steps to protect it from unauthorized access or disclosure.

CHILDREN'S PRIVACY

The Site and our products and services are not intended for use by children and Netwrix does not knowingly collect Personal Information from anyone under 13 years of age.

YOUR RIGHTS AND CHOICES

Updating Your Information

To the extent that you provide us with Personal Information, we wish to maintain accurate records, and should you need to update or correct that Information, you may contact us as indicated below and we will make reasonable efforts to update your Personal Information as soon as practicable.

Opting Out of Marketing Communications

You may opt out of receiving promotional or email marketing communications from or on behalf of Netwrix by clicking "unsubscribe" at the bottom of any email. We may still continue to send you certain emails relating to use of the Site, service announcements, or similar administrative or transactional messages.

CALIFORNIA PRIVACY RIGHTS AND DISCLOSURES

California residents have certain additional rights under state law.

Right to Know

If you are a California resident, you have the right to know certain information about our data practices in the preceding 12 months. In particular, you have the right to request the following from us:

- The categories of Personal Information we have collected about you;
- The categories of sources from which the Personal Information was collected;
- The categories of Personal Information about you that we have disclosed;
- The categories of third parties to whom Personal Information was disclosed;
- The business or commercial purpose for collecting or selling (if applicable) the Personal Information; and
- The specific pieces of Personal Information we have collected about you.

Right to Delete

If you are a California resident, you may request that we delete your Personal Information. Note that deletion requests are subject to certain limitations, for example, we may retain personal information as permitted by law, such as for tax or other record keeping purposes, to maintain an active account, and to process transactions and facilitate customer requests.

Exercising Your Rights

To exercise your rights, please submit a request by emailing us at privacy@netwrix.com. In your request, please specify which right you are seeking to exercise and the scope of the request. We may require specific information from you to help us verify your identity and process your request, in which case we will contact you at the email address you provide.

California residents may designate an authorized agent to submit requests on your behalf. We will require written proof of the agent's permission to do so and will verify your identity directly with you.

We will not discriminate against you in price or service for exercising your rights.

No Sales of Personal Information

Netwrix does not sell Personal Information of California consumers nor do we disclose the Personal Information of Netwrix's California customers to third parties for their direct marketing purposes.

EUROPEAN UNION PRIVACY RIGHTS

We adhere to local data protection laws in the European Economic Area, and in particular the General Data Protection Regulation. Residents of the EEA may [click here](#) to learn more.

CHANGES TO THIS PRIVACY POLICY

We may amend this Privacy Policy from time to time as required to ensure compliance with any changes to applicable law. Please reference the date at the top of this page to see when this Privacy Policy was last revised. Any changes to this Privacy Policy will become effective when we post the revised Privacy Policy on our Site. To the extent permitted by law, your use of the Site following these changes means that you accept the revised Privacy Policy.

CONTACTING US

Contact us for any questions about this Privacy Policy or our practices.