

End User Software License and Services Agreement

This End User Software License and Services Agreement (this "Agreement") constitutes a legal agreement between the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document("Customer") and Delinea Inc.("Delinea") with respect to the Delinea software product(s) (whether the Cloud Service and/or Customer Managed Software) and any accompanying technical support and consulting services as more particularly set forth herein. By executing a written order for the Cloud Service and/or Customer Managed Software, Customer has agreed to be bound by the terms and conditions of this Agreement. If Customer does not agree to the terms and conditions of this Agreement, Customer (i) has no rights to use the Cloud Service and/or Customer Managed Software, as applicable, (ii) may not use the Cloud Service or Customer Managed Software, and must, as applicable, promptly cease use of the Cloud Service and/or destroy all copies of Customer Managed Software and accompanying Documentation as applicable (or notify Delinea to obtain instructions for the return of the unused Customer Managed Software and accompanying documentation in accordance with its return policies).

The terms and conditions set forth in this Agreement and in any Schedule issued under this Agreement shall control in the event that there are different, inconsistent and/or additional terms set forth in any purchase order or other document submitted by Customer or invoice issued by Delinea (except as otherwise expressly set forth herein). The terms and conditions of any Schedule shall incorporate the terms and conditions of this Agreement and shall have precedence over any conflicting terms and conditions contained in this Agreement.

1. DEFINITIONS

1.1 "**Affiliate**" means any entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this Agreement, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party. Delinea's Affiliates include its wholly-owned subsidiary, Thycotic Software LLC ("Thycotic"). Customer shall notify Delinea in writing of the identity of its Affiliates and shall be jointly and severally liable for such Affiliate's performance of its obligations under this Agreement.

1.2 "**Application Program Interface**" or "API" means a set of programming code that queries data, parses responses, and sends instructions between one software platform and another. This can be a connection between systems or computer programs using the API as documented in the applicable product Documentation.

1.3 "**Claim**" shall have the meaning given to such term in Section 5.1 of this Agreement.

1.4 “**Cloud Service**” means any online software-as-a-service product or service operated by Delinea, which is licensed to and accessible by Customer via the internet (as specified on a Schedule) or through an online store subscription.

1.5 “**Cloud Service Addendum**” means the Cloud Service Addendum attached hereto as Exhibit A, initially as in effect on the Effective Date and as may be modified from time to time thereafter in accordance with its terms.

1.6 “**Compute Hour**” means access to the Cloud Service or use of Customer Managed Software on a compute service instance for a period of one hour. Any partial hour will be rounded up to the next full hour.

1.7 “**Confidential Information**” shall have the meaning given to such term in Section 10.1 of this Agreement.

1.8 “**Consulting Fees**” means the fees charged by Delinea to Customer for Consulting Services purchased by Customer.

1.9 “**Consulting Materials**” shall have the meaning given to such term in Section 3.1 of this Agreement.

1.10 “**Consulting Services**” means the installation, configuration, implementation, training and/or consulting or related services, such as Jump Start Services, if any, provided by Delinea or its representative to Customer under this Agreement.

1.11 “**Customer Managed Software**” means the Delinea software products including all copies made by Customer in accordance Section 2.1 of this Agreement, specified on a Schedule, and any Updates provided or made available by Delinea for the Customer Managed Software, in each case in its machine-readable object code form (unless otherwise expressly set forth on an applicable Schedule).

1.12 “**Delinea**” is a Delaware corporation (formerly known as Centrifly Corporation) that provides the Cloud Service, Customer Managed Software, or any Consulting Services to Customer under this Agreement. References to Delinea includes its wholly-owned subsidiary Thycotic.

1.13 “**Delivery Date**” means the date on which the license keys for the Customer Managed Software or notification of the start of the Cloud Service ordered under a Schedule or online store subscription is electronically sent to the Customer.

1.14 “**Distributor**” means any independent value-added distributor (“VAD”) authorized by Delinea to distribute the Cloud Service, Customer Managed Software, Consulting Services and/or Technical Support to Resellers only, unless otherwise provided for in the applicable distribution agreement between Distributor and Delinea.

1.15 “**Documentation**” means Delinea’s end user documentation made generally available by Delinea for use with the Customer Managed Software or Cloud Service, whether published online or provided in hard copy. Documentation includes any updated Documentation that Delinea provides with any Updates.

1.16 “**Jump Start Service**” means a set of pre-packaged services offered by Delinea that includes training, on-site fixed deliverables and travel costs for a fixed price. The details of these offerings will be provided in a Schedule or Project Authorization, as applicable.

1.17 “**Maintenance**” means the provision of Updates (i) with each subscription to Customer Managed Software, and (ii) for each Perpetual Use License for which the Customer has paid the applicable Maintenance Fee, subject to the Support Lifecycle Policies posted on the [Support Section](#).

1.18 “**Maintenance Fee**” means the annual fee charged to Customer by Delinea for Maintenance and Technical Support of a single Perpetual Use License.

1.19 “**Maintenance Period**” means any period during the term of this Agreement during which Delinea makes Technical Support and Maintenance available for Perpetual Use Licenses upon Customer’s payment of the applicable Perpetual License Fee. The first Maintenance Period commences on the Delivery Date, and each additional Maintenance Period commences on the anniversary date of such Delivery Date. Each Maintenance Period shall have a term of one year, unless otherwise set forth in an applicable Schedule.

1.20 “**Perpetual License Fee**” means the fee charged to Customer by Delinea for each Perpetual Use License, which does not include the fees for Consulting Services or Technical Support or Maintenance. Customer shall pay a separate Maintenance Fee for Technical Support and Maintenance for each Maintenance Period Customer chooses to purchase. If Customer obtains the Customer Managed Software from a Reseller, Customer may pay the Perpetual License Fee to the Reseller in which case Delinea will look to the Reseller or other party contractually related to the Reseller for Delinea’s Perpetual License Fee payment.

1.21 “**Perpetual Use License**” means a license to Customer Managed Software granted to Customer pursuant to Section 2.1 of this Agreement for which the license term, as set forth in an applicable Schedule, is perpetual.

1.22 “**Project Authorization**” shall have the meaning given to such term in Section 3.1 of this Agreement.

1.23 “**Reseller**” means any independent value-added reseller (“VAR”) authorized by or on behalf of Delinea to distribute the Customer Managed Software, Cloud Service, and/or Consulting Services to Customer.

1.24 “**Schedule**” means any addendum, exhibit, order form, proposal, quote, schedule or Statement of Work that is attached to or otherwise contemplated or issued in connection within this Agreement in a form approved by Delinea.

1.25 “**Statement of Work**” shall have the meaning given to such term in Section 3.1 of this Agreement.

1.26 “**Subscription Fee**” means the fee charged to Customer by Delinea for (i) the Cloud Service (including Technical Support) and (ii) each copy of Customer Managed Software purchased (including Technical Support and Maintenance) either for the Subscription Term or for the number of Compute Hours purchased. If Customer obtains the Cloud Service or Customer Managed Software from a Reseller or an online store, Customer may pay the Subscription Fee to the Reseller or the online store in which case Delinea will look to the Reseller, online store, or other party contractually related to the Reseller or online store for Delinea’s Subscription Fee payment.

1.27 “**Subscription Term**” means the period during which Customer is subscribed to Cloud Service and/or Customer Managed Software as set forth on an applicable Schedule.

1.28 “**Supported Platform**” means the hardware and software platforms (e.g., servers, database server systems, clustering technology, and network-attached file systems) that are necessary to operate the Customer Managed Software or to use the Cloud Service, as expressly set forth in the Documentation.

1.29 “**System**” shall have the meaning given to such term in Section 2.1.1.

1.30 “**Technical Support**” means the services provided by Delinea or its representative (with each subscription and, subject to payment of the Maintenance Fee, for Perpetual Use Licenses, or other applicable fees) at the level set forth on an applicable Schedule, under the Delinea Technical Support Policies, and subject to the Product and System Support Lifecycle Policies posted on the [Support Section](#) and as each may be modified from time to time hereafter. Customers who subscribe to the Cloud Service through an online store will receive standard Technical Support.

1.31 “**Tenant**” means a dedicated share of the Cloud Service that serves a single customer and that is inaccessible by any other customer.

1.32 “**Third Party Software**” means any software that is not owned by Delinea that is identified in the Documentation or on www.delinea.com and related Delinea websites and user portals.

1.33 “**Update**” means any revision, adaptation, enhancement or new version of the Customer Managed Software.

1.34 “**User**” means an employee, contractor, client or customer of Customer and its identified Affiliate(s) to whom Customer provides access to the Customer Managed Software or the Cloud Service. The number of Users for which Customer has subscribed or purchased licenses and other limitations are set forth on an applicable Schedule or as selected by Customer through an online store.

1.35 “**User Account**” means electronic credentials that a User uses to access the Customer Managed Software or the Cloud Service as hosted by Delinea at: <https://uptime.centrify.com/> and at <https://status.thycotic.com/>(or such other websites as communicated by Delinea from time to time).

2. SUBSCRIPTION & LICENSE

2.1 Customer Managed Software. Subject to the terms and conditions of this Agreement and payment of the applicable Subscription Fee or Perpetual License Fee (as the case may be), Delinea grants Customer a non-exclusive, non-transferable and non-sublicensable license solely for its own business operations: (i) to use the Customer Managed Software to manage the number of systems for which Customer has subscribed or purchased licenses (as the case may be) and as more particularly set forth in the Schedule, in accordance with the terms of the Documentation and this Agreement, (ii) to have the number of Users (or, depending on the product being licensed, to have the number of agents, API calls, hosts or secrets) for which Customer has subscribed or purchased licenses (as the case may be and as set forth in the Schedule) to use the Customer Managed Software in accordance with the terms of the Documentation and this Agreement; and (iii) to install and deploy the Customer Managed Software or to have third parties do so for Customer in accordance with the terms of the Documentation and this Agreement. The term of the Customer Managed Software license shall be either (a) the Subscription Term, (b) the number of Compute Hours purchased by Customer, or (c) perpetual in the case of Perpetual Use Licenses. Customer may reproduce the Customer Managed Software and Documentation only as necessary to use the Customer Managed Software as licensed above and to make a reasonable number of copies for back-up and archival purposes. Customer shall ensure that each copy contains all titles, trademarks, and copyright and restricted rights notices as in the original. Transfers within a like-for-like system are permitted for Customer Managed Software purchased on a per-system basis, meaning Customer Managed Software deployed on a server may be moved to another server, and Customer Managed Software deployed on a workstation may be moved to another workstation. User substitution is permitted for Customer Managed Software purchased on a per-User basis, meaning if Customer terminates access for one User, it may provide access to another User. Customer shall implement all commercially reasonable measures to ensure that its Users comply with the restrictions and limitations of this Agreement.

2.1.1. Procurement and Maintenance of System. Customer is responsible for procuring, installing and maintaining the Supported Platform, together with the provision of any other necessary hardware or software required for its proper

operation as set forth in the Documentation (collectively the “System”), and for providing a suitable operating environment in accordance with the guidelines specified by the suppliers or manufacturers of the components of the System. Delinea is not responsible for the installation, sizing, configuration, performance or other operation of the System, and Customer shall look solely to the suppliers or manufacturers of the components of the System with respect to such matters. Customer acknowledges that Updates to the Customer Managed Software may require upgrades to certain components of the System, as set forth in the Documentation for such Updates, in order to ensure optimum performance, and that Customer is solely responsible for obtaining such software and hardware upgrades.

2.1.2. Technical Support and Maintenance for Perpetual Use Licenses. In consideration of Customer’s payment of the applicable Maintenance Fee (as set forth in a Schedule) and subject to the terms and conditions of this Agreement, for so long as Delinea provides Technical Support and Maintenance for the Customer Managed Software, Delinea will make Technical Support and Maintenance available to Customer for Perpetual Use Licenses. Customer is required to purchase Technical Support and Maintenance for the initial Maintenance Period for each and every Perpetual Use License purchased by Customer, and may opt to purchase Technical Support and Maintenance for subsequent Maintenance Periods, provided that Technical Support and Maintenance is purchased for each and every Perpetual Use License purchased by Customer. Unless Customer notifies Delinea of its desire to terminate Technical Support and Maintenance for its Perpetual Use Licenses at least thirty (30) days prior to the end of the initial term or any renewal term, and so long as Delinea provides Technical Support and Maintenance for the Customer Managed Software, Technical Support and Maintenance for each and every Perpetual Use License purchased by Customer will be automatically renewed for an additional Maintenance Period upon expiration of the current Maintenance Period. Such right to purchase Technical Support and Maintenance shall not be transferable by Customer except to Affiliates. Delinea will send a quote to Customer for the applicable Maintenance Fee at least ninety (90) days in advance of the upcoming renewal Maintenance Period, and shall not be liable to provide Technical Support and Maintenance during any period in which Customer is not current on payment of the applicable Maintenance Fee. Delinea reserves the right to change its standard Technical Support and Maintenance offerings from time to time, but will not materially change or materially reduce the level of Technical Support and Maintenance for which a Maintenance Fee has been paid. Any such changes will be communicated to Customer if the Customer chooses to opt-in to receive such maintenance updates. In the event of a lapse of Technical Support and Maintenance for a Perpetual Use License, Customer may purchase Technical Support and Maintenance by executing the applicable Schedule and paying the corresponding Maintenance Fee, including any reactivation fee as outlined in the table below. Delinea reserves the right to refuse to provide Technical Support and Maintenance for all of Customer’s Perpetual Use Licenses in the event Customer fails to pay the applicable Maintenance Fee as to any one of its Perpetual Use Licenses. Delinea reserves the right to refuse reinstatement or reactivation if the Customer’s period of time lapsed exceeds a twenty- four (24) month period.

Period of Time Lapsed	Reactivation Fee
6-12 Months	25% of annual Maintenance Fee previously due
12-18 Months	50% of annual Maintenance Fee previously due
Over 18 Months	100% of annual Maintenance Fee previously due

2.1.3. iOS App Use. To the extent the Customer is using the Customer Managed Software for iOS app use, the terms of this paragraph shall apply. Customer acknowledges that this Agreement is between Customer and Delinea only and not with Apple Inc. or its subsidiaries or affiliates (“Apple”). All terms of the “App Store” platform, developed and maintained by Apple for mobile apps on its iOS and iPadOS operating systems remain in effect. Customer may use the licensed application on any iPhone, iPad, or iPod touch that Customer owns or controls and as permitted by the usage rules set forth in the App Store Terms of Service. Delinea and Customer acknowledge and agree that Apple and Apple’s affiliates are third party beneficiaries of this Agreement, and that, upon Customer’s acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against the end-user as a third party beneficiary thereof.

2.2 Cloud Service. Subject to the terms and conditions of this Agreement and the Cloud Service Addendum and Customer’s payment of the applicable Subscription Fee, Delinea grants Customer a non-exclusive, non-transferable and non-sublicensable license solely for its own business operations to: (i) use the Cloud Service to manage the number of systems for which Customer has subscribed (as set forth in the Schedule) in accordance with the terms of the Cloud Service Addendum, Documentation and this Agreement, and (ii) have the number of Users for which the Customer has subscribed (as set forth in the Schedule) to use the Cloud Service in accordance with the terms of Cloud Service Addendum, Documentation and this Agreement. The term of such license shall be the Subscription Term or the number of Compute Hours purchased by Customer.

2.2.1. Cloud Service Free Trial License. Customer may subscribe to receive a free trial of the Cloud Service through a third party online store, subject to the limitations set forth therein. A free trial license of the Cloud Service is limited to one Tenant per Customer. Delinea may delete a Customer’s Tenant after twelve (12) weeks of inactivity and will endeavor to provide notice of deletion to the Customer. Delinea’s

free trial offers are subject to change or discontinuation without notice at any time. Notwithstanding anything to the contrary in this Agreement, Sections 5 (Intellectual Property Indemnity), 7.1 (Customer Managed Software and Cloud Service Warranty), and 7.2 (Consulting Services Warranty) shall not apply to a free trial of the Cloud Service.

2.3 Express Use License. If the Customer Managed Software or Cloud Service is licensed only for “Express Use,” the terms of this paragraph shall apply. Delinea hereby grants Customer a personal, nonexclusive, nontransferable and non-sublicensable license to install, use and execute the Customer Managed Software on up to two hundred (200) physical and/or virtual UNIX or Linux servers and workstations total (an “Express Use License”). Education and non-profit customers may use and execute the Customer Managed Software on up to four hundred (400) physical and/or virtual UNIX or Linux servers and workstations total. This Express Use License to use the Customer Managed Software or Cloud Service commences on receipt, download or other acquisition of the Customer Managed Software or Cloud Service. The Customer Managed Software or Cloud Service licensed for Express Use may include disabled features that require additional fees and conditions to use. The Customer Managed Software or Cloud Service may employ a restriction mechanism, which restricts the program to a limited working time, a specific set of features and/or a specific number of users or systems. This restriction mechanism and the manner in which it enforces the restriction is maintained in confidence by Delinea as a trade secret, and Customer may not publish, disclose or reveal it. Customer agrees not to do anything to circumvent or defeat the restriction mechanism. Upon Customer’s licensing of any Customer Managed Software or Cloud Service, Customer’s Express Use Licenses will expire and Customer shall cease use of all Express Use Licenses. Notwithstanding anything to the contrary in this Agreement, Sections 5 (Intellectual Property Indemnity), 7.1 (Customer Managed Software and Cloud Service Warranty), and 7.2 (Consulting Services Warranty) shall not apply to an Express Use License.

2.4 Evaluation Use License. In the event that the Customer Managed Software or Cloud Service is licensed only for evaluation use (“Evaluation Use License”), the terms of this paragraph shall apply. Delinea hereby grants Customer a personal, nonexclusive, non-transferable and non-sublicensable license to install, use and execute the Customer Managed Software or Cloud Service on a temporary evaluation basis (the “Evaluation Period”). This license to use the Customer Managed Software or Cloud Service commences on installation of the Customer Managed Software or use of the Cloud Service and, unless Customer and Delinea agree to a different period, will terminate after a period of thirty (30) days. Customer may use the Customer Managed Software or Cloud Service for the number of users and systems approved by Delinea during the Evaluation Period. Customer Managed Software or Cloud Service licensed for Evaluation Use will automatically disable itself at the end of the Evaluation Period, as it employs a restriction mechanism, which restricts the program to a limited working time. This restriction mechanism and the manner in which it enforces the restriction is maintained in confidence by Delinea as a trade secret, and Customer may not publish, disclose or reveal it. Customer agrees not to

do anything to circumvent or defeat the restriction mechanism. Notwithstanding anything to the contrary in this Agreement, Sections 5 (Intellectual Property Indemnity), 7.1 (Customer Managed Software and Cloud Service Warranty), and 7.3 (Consulting Services Warranty) shall not apply to Evaluation Use Licenses.

2.5 Application Programming Interface. Delinea will endeavor to provide an API for certain of its software products, subject to licensing capabilities, for Customer's use solely for the purpose of creating software that communicates with the Delinea software product. Customer may create, distribute, sell, lease, rent and distribute any software it creates that utilizes the API, subject to any applicable or required licensing terms and conditions, provided the software is a non-derivative work, is solely for the Customer's internal business purpose and the Customer does not sell a product that competes with Delinea.

2.6 Restrictions. The rights granted in Section 2.1 through 2.5 are subject to the following restrictions: (i) Customer shall not reverse engineer, disassemble, decompile or otherwise attempt to derive the source code of the Customer Managed Software or Cloud Service, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation; (ii) Customer shall not sublicense or use the Customer Managed Software or Cloud Service for commercial time-sharing, rental, outsourcing, application or managed service provision, or service bureau use, or to train persons other than Users, unless previously agreed to in writing by Delinea and provided that any such sublicense or use is (a) strictly limited to a Customer that is in compliance with this Agreement and such Customer is a local or state governmental agency that provides these limited types of services to another or related governmental agency that is part of its charter or agency list, (b) not for profit (i.e., Customer is not charging or getting reimbursed for such services beyond the cost of the license or use), and (c) subject to the term and all other terms and conditions of this Agreement and any other requirements provided by Delinea in connection with such services; (iii) Customer may not remove any patent, trademark, copyright, trade secret or other proprietary notices or labels on the Customer Managed Software, Cloud Service or Documentation, (iv) Customer shall not disclose the results of any performance, functional or other evaluation or benchmarking of the Customer Managed Software or Cloud Service to any third party without the prior written permission of Delinea; (v) Customer may not use the Customer Managed Software or Cloud Service if Customer is a competitor of Delinea; (vi) Customer shall not modify or create any derivative works of the Customer Managed Software, Cloud Service or Documentation; and (vii) Customer shall not attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Cloud Service or the data contained therein. In addition, Customer shall not deploy the Audit and Monitoring Service or such other website communicated by Delinea from time to time in any virtual or gateway-based (i.e., jump box) architecture unless Customer has purchased a subscription or license for all computers or devices (physical or virtual) that are audited by the gateway-based solution, as well as a separate subscription or license for the gateway-based solution itself. In the event that any Third Party Software is required for Customer's use of the Customer Managed Software or Cloud Service, i.e., Google Maps for location services, Customer will comply with the terms of use

applicable to such Third Party Software. In particular, Customer agrees to be bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy).

2.7 Retention of Rights. Delinea reserves all rights not expressly granted to Customer in this Agreement. Without limiting the generality of the foregoing, Customer acknowledges and agrees (i) that Delinea and its third party licensors retain all rights, title and interest in and to the Customer Managed Software, Cloud Service, and Documentation; and (ii) that it does not acquire any rights, express or implied, in or to the foregoing, except as specifically set forth in this Agreement. Any new features, functionality, corrections, or enhancements for the Customer Managed Software or Cloud Service suggested by Customer shall be free from any confidentiality restrictions that might otherwise be imposed upon Delinea pursuant to Section 10 of this Agreement, and may be incorporated into the Customer Managed Software or Cloud Service by Delinea. Customer acknowledges that the Customer Managed Software or Cloud Service incorporating any such new features, functionality, corrections, or enhancements shall be the sole and exclusive property of Delinea.

2.8 Usage Certification.

2.8.1. Customer Managed Software Usage. The Customer Managed Software may include a function that allows Customer to run a report to show the number of copies of the Customer Managed Software used by Customer. Regardless however if such reporting function is built into the product directly, Delinea may request a copy of Customer's usage reported on a semi-annual basis to verify compliance with this Agreement, and Customer shall provide Delinea with the report when requested within fifteen (15) business days from the request. If the report reveals that Customer has deployed a number of copies of the Customer Managed Software in excess of its subscription or purchased Perpetual Use Licenses, Delinea will invoice Customer and Customer shall promptly pay to Delinea the Subscription Fee or Perpetual License Fee (as the case may be) for all such additional copies deployed at Delinea's current list price or at such other price as the parties may agree to in writing. Regardless of payment status, all licenses are subject to the terms and conditions of this Agreement. Delinea reserves the right to refuse to provide Technical Support and Maintenance for the Customer Managed Software in accordance with the Contract Disputes Act in the event Customer fails to (i) provide Delinea with the report within fifteen (15) business days of its request; or (ii) pay to Delinea the applicable Subscription Fee or Perpetual License Fee (as the case may be) for additional copies deployed.

2.8.2. Compute Hour Usage. The Customer Managed Software and Cloud Service include functionality that allows Customer to run a report to show the number of Compute Hours used by Customer during a specified period of time. If Customer has a subscription based on Compute Hours, Customer will either permit the Customer Managed Software or Cloud Service to automatically send a Compute Hour usage report or provide Delinea with a Compute Hour usage report within fifteen (15)

business days of the end of each calendar quarter. If the report reveals that Customer has used a number of Compute Hours in excess of its subscription, Delinea will invoice Customer and Customer shall promptly pay the Subscription Fee to Delinea for all the additional Compute Hours used at Delinea's current list price in accordance with the GSA Schedule Pricelist or at such other price as the parties may agree to in writing. Any Compute Hours not used within one (1) year of the date ordered will automatically expire and are forfeited by Customer.

3. CONSULTING SERVICES

3.1 Consulting Services. From time to time, Customer may request that Delinea or its duly authorized representative perform Consulting Services pursuant to a Project Authorization. (Delinea or its duly authorized representative are referred to collectively as "Delinea" for purposes of Sections 3.1 and 3.2 of this Agreement.) Delinea shall have no obligation to perform Consulting Services unless and until it accepts a Project Authorization and receives Customer's payment for the Consulting Fees unless otherwise stated in the Project Authorization. Customer shall be responsible for providing Delinea's representatives with access to qualified Customer employees and Customer-controlled software and hardware, and safe access to Customer's premises, each as required to allow Delinea to perform the Consulting Services. Delinea's representatives will comply with reasonable written rules and regulations of Customer with respect to Customer's premises, provided that such rules and regulations are provided to Delinea prior to commencement of the Consulting Services. All materials and information used or generated by Delinea in the performance of Consulting Services ("Consulting Materials"), and all intellectual property rights therein, shall be and remain the sole property of Delinea. Delinea grants to Customer a perpetual, non-exclusive, non-transferable and non-sublicensable license solely for its own business operations to use and have Users use the Consulting Materials provided to Customer under this Agreement, subject to all of the provisions of this Agreement governing Customer Managed Software and Documentation, as applicable, the Project Authorization and any applicable Schedules. The rights to any of Customer's preexisting proprietary business information, or results of any compilation thereof, which are used in or result from Consulting Services and Consulting Materials, shall be and remain the sole property of Customer.

Cancellation. If any Consulting Services engagement is cancelled by Customer less than three (3) weeks before the scheduled start date for such Consulting Services, Customer agrees to pay the any reasonable travel cancellation fees, expenses and penalties incurred by Delinea that cannot be avoided due to Customer's cancellation. For an engagement of multiple weeks, such obligation to pay applies only to the Consulting Fees for each week for which the cancellation notice is less than three (3) weeks. In the event that Delinea notifies Customer of Customer's failure to perform any of its obligations under a Project Authorization, which failure shall have prevented Delinea from meeting any deadline, such deadline shall be extended by an amount of time equal to the length of such failure to perform on the part of Customer. In the case of extended delays as to which Customer provides reasonable advance written notice

regarding the expected duration of the delay, Delinea shall make a good faith effort to redeploy its resources to other projects to mitigate such additional charges. Delinea shall have the right to rely upon all decisions and approvals of Customer's representatives.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the provisions of this Section 4. Upon expiration of the then-current Subscription Term, Customer's subscription may be renewed for additional periods of one year each on the same terms and conditions of this Agreement including payment of all applicable fees due for such renewed subscription by executing a written order for the renewal Subscription term. If this Agreement, including any subscription, Schedule, or Project Authorization hereunder, expires or is terminated under any circumstance, and if Customer continues to use any Delinea product or service post-termination or expiration, Customer's use of the product or service will remain subject to all duties and obligations of this Agreement, including payment of the applicable fees, and such fees shall be due and payable in full within thirty (30) days of the date of Customer's receipt of Delinea's invoice therefor.

4.2 Termination by Either Party for Material Breach. When the End User 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 the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Delinea 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.

4.3 Reserved.

4.4 Effect of Termination. Except as otherwise set forth herein, termination of this Agreement or any subscription, Perpetual Use License, Schedule or Project Authorization shall not limit either party from pursuing other remedies available to it hereunder, at law or in equity, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement. The parties' rights and obligations under Sections 2.6 (Restrictions), 2.6 (Retention of Rights), 2.8 (Usage Certification), 4.4 (Effect of Termination), 4.5 (Handling of Software and Confidential Information Upon Termination), 7.3 (Disclaimers), 8 (Limitation of Liability), 9 (Payment), 10 (Nondisclosure) and 11 (Miscellaneous), as well as any obligation to pay fees accrued prior to termination, shall survive termination of this Agreement.

4.5 Handling of Software and Confidential Information Upon Termination. Upon termination of this Agreement, any subscription, any Schedule or any Project Authorization, Customer shall (i) cease using the applicable Customer Managed Software, Cloud Service, Documentation and related Confidential Information of

Delinea; and (ii) certify to Delinea within thirty (30) days after termination that Customer has destroyed, or has returned to Delinea, the Customer Managed Software, Documentation, related Confidential Information of Delinea, and all copies thereof, whether or not modified or merged into other materials. Following termination of this Agreement, and subject to the Cloud Service Addendum, each party will return or destroy the other party's Confidential Information and within thirty (30) days following the other party's written request, the other party shall certify to the requesting party in writing that it has destroyed or returned to the requesting party all Confidential Information of the requesting party, and all copies thereof, whether or not modified or merged into other materials. Notwithstanding the foregoing, the receiving party is not required to destroy or return any Confidential Information included in any backup servers or systems provided that such Confidential Information is not accessed and continues to be governed by the terms of this Agreement.

5. INTELLECTUAL PROPERTY INDEMNITY

5.1 Generally. Delinea will have the right to intervene to defend, indemnify and hold Customer harmless against any claim brought by a third party to the extent it alleges that the Customer Managed Software or the Cloud Service directly infringes any United States patent, copyright or trademark, or misappropriates any trade secret, of that third party (a "Claim"), and will pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Delinea arising out of such Claim; provided that: (i) Customer gives Delinea prompt written notice upon learning of a Claim or potential Claim; (ii) Delinea may assume control of the defense of such Claim and all related settlement negotiations; and (iii) Customer reasonably cooperates with Delinea, at Delinea's request and reasonable expense, in the defense or settlement of the Claim, including the provision of all assistance, information and authority reasonably requested by Delinea. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. In no event shall Delinea enter into any settlement or agree to any disposition that contains an admission of liability or wrongdoing on the part of the Customer, or otherwise prejudices the rights of the Customer, without the prior written consent of the Customer. Notwithstanding the foregoing, Delinea shall have no liability for any claim of infringement based on (a) the use of a superseded or altered release of the Customer Managed Software if the infringement would have been avoided by the use of a current unaltered release of the Customer Managed Software, (b) the modification of the Customer Managed Software or Cloud Service by anyone other than Delinea or its authorized agents, (c) the use of the Customer Managed Software or Cloud Service other than in accordance with the Documentation and this Agreement, (d) the combination of the Customer Managed Software or Cloud Service with other software or hardware not provided by Delinea or approved for use by Delinea in writing, where the combination causes the infringement and not the Customer Managed Software or Cloud Service standing alone, or (e) subscriptions and licenses for no fee, including a Cloud Service Free

Trial License, Evaluation Use License, Express Use License, or a trial, evaluation or beta version of Customer Managed Software or Cloud Service.

5.2 Additional Remedies. If the Customer Managed Software or Cloud Service, or any material portion thereof, is held by a court of competent jurisdiction to infringe, or if Delinea believes that the Customer Managed Software or Cloud Service may be subject to a Claim or held to infringe, Delinea shall in its commercially reasonable judgment and at its expense (a) replace or modify the Customer Managed Software or Cloud Service so as to be non-infringing, provided that the replacement software or service contains substantially similar functionality; (b) obtain for Customer the rights to continue using the Customer Managed Software or Cloud Service; or (c) if non-infringing software or the rights to use the Customer Managed Software or Cloud Service cannot be obtained upon commercially reasonable terms acceptable to Delinea, terminate the then-current subscription. Upon any such termination of the then-current subscription, Delinea shall refund any prepaid and unused amounts paid for the then-current subscription and/or applicable Perpetual Use Licenses. Upon any such termination of Perpetual Use Licenses, provided that Customer returns the applicable Customer Managed Software to Delinea or certifies its destruction, Delinea shall refund a pro-rated portion of the Perpetual License Fee paid for such Perpetual Use Licenses, depreciated on a five-year straight-line basis, and the unused portion of any prepaid Maintenance Fees that directly relate to such Perpetual Use Licenses for the year in which such remedy is exercised. This Section 5.2 shall not apply to subscriptions and licenses for no fee, including a Cloud Service Free Trial License, Evaluation Use License, Express Use License, or a trial, evaluation or beta version of Customer Managed Software or Cloud Service.

5.3 Exclusive Remedy. This Section 5 entitled “Intellectual Property Indemnity” sets forth Customer’s exclusive remedy, and Delinea’s entire liability, with respect to infringement or misappropriation of intellectual property rights of any kind arising out of this Agreement.

6. RESERVED

7. WARRANTIES AND REMEDIES

7.1 Customer Managed Software and Cloud Service Warranty.

7.1.1 Delinea warrants to Customer that, for a period of sixty (60) days from the Delivery Date, the Customer Managed Software will perform in material conformity with the functions described in the applicable Documentation when operated on the Supported Platform. Such warranty period shall not apply to subsequent subscriptions for software or services included in prior subscriptions, subsequent additional Perpetual Use Licenses for Customer Managed Software previously purchased, and subscriptions and licenses for no fee. Delinea will use commercially reasonable efforts to remedy any material non-conformity with respect to the Customer Managed Software that is discovered and made known to Delinea by

Customer during the period of the warranty.

7.1.2 Delinea warrants to Customer that, during the Subscription Term, the Cloud Service will perform in material conformity with the functions described in the applicable Documentation. Such warranty period shall not apply to subscriptions for no fee. Delinea will use commercially reasonable efforts to remedy any material non-conformity with respect to Cloud Service at no additional charge to Customer.

7.1.3 In the event Delinea is unable to remedy the non-conformity in Sections 7.1.1 or 7.1.2 of this Agreement within a commercially reasonable period of time, and such non-conformity materially and adversely affects the functionality of the Customer Managed Software or Cloud Service, Customer may promptly terminate the applicable subscription or Perpetual Use Licenses (as the case may be) and return the applicable Customer Managed Software (and related license keys) to Delinea. In the event Customer terminates its subscription or Perpetual Use Licenses pursuant to this Section 7.1.3, Customer will receive a refund of any prepaid and unused portion of the Subscription Fee or the applicable Perpetual License Fee paid. The foregoing shall constitute the exclusive remedy of Customer, and Delinea's entire liability, with respect to any breach of this Section 7.1 entitled "Customer Managed Software and Cloud Service Warranty."

7.1.4 Delinea warrants to Customer that as of the Delivery Date, to Delinea's knowledge, the Customer Managed Software or Cloud Services do not contain or introduce any viruses, malicious code, trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to (a) damage, destroy, or alter any software or hardware, (b) reveal, damage, destroy, or alter any data, (c) disable any computer program automatically, or (d) permit unauthorized access to any software or hardware.

7.1.5 Delinea warrants to Customer that to the extent any Third Party Software is used in the Customer Managed Software or Cloud Services, Delinea has the right to grant Customer the license to use the Third Party Software without any additional fees.

7.2 Consulting Services Warranty. Delinea warrants to Customer that the Consulting Services provided by Delinea will be performed in a professional manner and in accordance with generally prevailing industry standards. Customer must give notice of any breach of this warranty within thirty (30) days from the date that the Consulting Services are completed, as provided in the Project Authorization applicable to the Consulting Services engagement. In such event, at Delinea's option, Delinea shall (a) use commercially reasonable efforts to re-perform the Consulting Services in a manner that conforms to the warranty, or (b) refund to Customer the fees paid by Customer to Delinea for the nonconforming Consulting Services. The foregoing shall constitute the exclusive remedy of Customer, and Delinea's entire liability, with respect to any breach of this Section 7.2.

7.3 Disclaimers. Delinea does not warrant that (i) the Customer Managed Software

or Cloud Service will meet Customer's requirements, (ii) the Customer Managed Software or Cloud Service will operate in combination with other hardware, software, systems or data not provided by Delinea (except as expressly specified in the Documentation) or approved for use by Delinea in writing, (iii) the operation of the Customer Managed Software will be uninterrupted or error-free, (iv) the operation of the Cloud Service will be secure, timely, uninterrupted, or error-free, or (v) all errors in the Customer Managed Software or Cloud Service will be corrected. THE WARRANTIES STATED IN THIS SECTION 7 (ENTITLED "WARRANTIES AND REMEDIES") ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON- INFRINGEMENT AND QUALITY OF SERVICE. NO WARRANTIES SHALL ARISE UNDER THIS AGREEMENT FROM COURSE OF DEALING OR USAGE OF TRADE.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL DELINEA OR ITS THIRD PARTY LICENSORS BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE CUSTOMER MANAGED SOFTWARE, CLOUD SERVICE, OR CONSULTING SERVICES BY CUSTOMER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY UNDER THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The aggregate and cumulative liability of Delinea and its third party licensors for damages under this Agreement shall not exceed the amount of fees paid by Customer under this Agreement during the twelve (12) month period prior to the date when a claim for damages is first made, and if such damages relate to particular Customer-Managed Software, Cloud Service, or Consulting Services, such liability shall be limited to fees paid for the relevant Customer-Managed Software, Cloud Service, or Consulting Services giving rise to the liability during the twelve (12) month period prior to the date when a claim for damages is first made, provided, however, that the limitation of liability in this Section 8 will not apply to (a) a breach of either party's intellectual property rights, and (b) any damages awarded to a third party as a result of a claim for which either party is indemnified hereunder.

9. PAYMENT PROVISIONS

9.1 Invoices. Unless set forth on a Schedule or Project Authorization, all payments of any fees under this Agreement, including Subscription Fees, Perpetual License Fees, Maintenance Fees and Consulting Fees, shall be payable within thirty (30) days of the date of receipt of Delinea's invoice. If Customer subscribes to the Cloud Service through an online store, Customer will be required to submit payment card information and payments will be made to the online store. Customer agrees and acknowledges that the terms of credit extended to Customer or Affiliates are subject

to the review of Delinea's credit department and may be revised from time to time, effective immediately upon notice. Any amount due for a renewal or otherwise and not paid in full within thirty (30) days of its due date will be subject to finance charges equal to 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.

9.2 Subscription Fees, Perpetual License Fees and other fees. Customer agrees to make the Subscription Fee, Perpetual License Fee and any other payments set forth in an applicable Schedule, which payments shall be nonrefundable and irrevocable, except as otherwise provided in this Agreement.

9.3 Maintenance Fees. Maintenance Fees shall be payable annually at the time of purchase of the Maintenance Period, unless otherwise set forth in an applicable Schedule, and shall be nonrefundable and irrevocable, except as otherwise provided in this Agreement.

9.4 Consulting Fees. Consulting Fees shall be invoiced in arrears.

9.5 Taxes. Delinea shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). This Section shall not apply to taxes based on Delinea's net income or payroll taxes.

10. NONDISCLOSURE

10.1 Confidential Information. Each party (the "receiving party") may have access to information of the other party (the "disclosing party") that is confidential and/or proprietary ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential (whether disclosed in writing, orally, electronically, or by inspection of tangible objects). Delinea's Confidential Information shall include, but not be limited to, the Customer Managed Software, Cloud Service, other proprietary software, source code, object code, intellectual property, trade secrets, Documentation, technology, financial, technical, and business data and information, formulas, methods, know how, processes, designs, new products, developmental work, marketing requirements, marketing plans, pricing (excluding GSA Schedule pricing), customer names, prospective customer names, and the results of any comparative or other benchmarking tests with respect to the Customer Managed Software, Cloud Service, or other proprietary software in each case regardless of whether such information is identified as confidential. Confidential Information also includes all information received from third parties that either party is obligated to treat as confidential and oral information that is identified by either party as confidential.

10.2 Exceptions. A disclosing party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the receiving party, (ii) was in the receiving party's lawful possession prior to the disclosure as evidenced by its written records and had not been obtained by the receiving party either directly or indirectly from the disclosing party, (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure, or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information as evidenced by the receiving party's written records. In addition, Section 10 will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that the receiving party, to the extent not prohibited by applicable law, shall first have given notice to the disclosing party to enable the disclosing party to seek a protective order or take other appropriate action. The receiving party shall also reasonably cooperate in any effort by the disclosing party to comply with or, if applicable, to contest such order at, in each case, the disclosing party's reasonable expense. Delinea 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 the vendor.

10.3 Restrictions. Unless otherwise required by applicable law, the parties shall not make each other's Confidential Information available in any form to any third party (except third parties who are Users and have a "need to know" the Confidential Information) or use each other's Confidential Information for any purpose other than as authorized under this Agreement. Each party shall take all commercially reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of this Agreement. The receiving party shall notify the disclosing party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the receiving party, and will cooperate with the disclosing party in every reasonable way to help the disclosing party regain possession of the Confidential Information and prevent its further unauthorized use. Except as expressly stated in this Agreement, no license or intellectual property right to Confidential Information is granted due to the disclosure by either party to the other party, and each party retains ownership of its Confidential Information. The parties shall hold each other's Confidential Information in confidence both during the term of this Agreement, and for a period of five (5) years after any termination of this Agreement.

10.4 Reserved.

11. MISCELLANEOUS

11.1 Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the Federal laws of the United State of America, excluding its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are specifically excluded from application to

this Agreement. Notwithstanding anything in this Agreement to the contrary, either party may seek injunctive relief in accordance with Section 10.4 of this Agreement in any court with competent jurisdiction.

11.2 Notices. All notices required to be sent under this Agreement shall be in writing and shall be deemed to have been given upon (i) the date sent by confirmed facsimile, (ii) on the date it was delivered by recognized overnight courier or by hand delivery, or (iii) if by certified United States mail return receipt requested, on the date received, to the addresses set forth above and to the attention of the signatories of this Agreement and the relevant Schedule, or to such other address or individual as the parties may specify from time to time by written notice to the other party.

11.3 Assignment. Neither party shall sell, lease, assign or otherwise transfer this Agreement or any rights or obligations under this Agreement in whole or in part, and any such attempted assignment shall be void and of no effect without the advance written consent of the other party, such consent not to be unreasonably withheld or delayed. Customer shall provide advance written notice of any permitted assignment under this Section 11.3. Subject to the foregoing consent requirement, Customer may transfer any subscription or license to any Affiliate without requirement of any relocation, transfer or assignment fee by Delinea. Notwithstanding the foregoing, Delinea reserves the right to impose different credit terms on any successor in interest, including an Affiliate. Any permitted assignee will assume all obligations and rights of its assignor under this Agreement (or related to the assigned portion in case of a partial assignment).

11.4 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

11.5 Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment, breach of Delinea's proprietary rights in the Customer Managed Software, Cloud Service or Documentation, or breach of Section 10 of this Agreement relating to nondisclosure of confidential information, no action, regardless of form, arising out of this Agreement may be brought by either party more than six years after the cause of action has accrued.

11.6 Force Majeure. Excusable delays shall be governed by GSAR 552.212-4(f).

11.7 Successors and Assigns; Third Party Beneficiaries. All provisions of the Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of Delinea and Customer. Except as expressly provided in this Agreement, there are no third party beneficiaries of any of the warranties, rights or benefits of this Agreement.

11.8 Legal and Export Compliance. Customer shall comply fully with all international and U.S. laws and regulations that apply to the Customer Managed

Software, Cloud Service and Documentation and to Customer's use thereof, including, but not limited to, the U.S. Export Administration Regulations and other end-user, end-use and destination restrictions issued by U.S. and other governments. Without limiting the generality of the foregoing, Customer expressly agrees that it shall not, and its representatives shall not, directly or indirectly, export, re-export, divert, or transfer the Customer Managed Software, Cloud Service or Documentation or any direct product or portion thereof, including via remote access, (i) to any country or region so restricted by the U.S. economic sanctions or export controls, including, but not limited to, applicable regulations of the U.S. Commerce Department, the U.S. Treasury Department, and the U.S. Department of State, to any person or entity controlled by any such country or region, or to any national or resident of any such country or region, other than nationals who are lawfully admitted permanent residents of countries not subject to such restrictions, (ii) to any person or entity on the U.S. Treasury Department's Specially Designated Nationals and Blocked Persons List, (iii) to any person or entity on the U.S. Commerce Department's Denied Persons List, or (iv) to any person or entity to which sale is prohibited under the Enhanced Proliferation Control Initiative ("EPCI"). Delinea shall be entitled to take all actions it deems necessary to ensure compliance with this Section 11.8, including, but not limited to, developing internal compliance practices such as performing checks and implementing use restrictions with respect to the Customer Managed Software, Cloud Service and Documentation. Customer agrees to the foregoing and represents that Customer is not located in, under the control of, a national or resident of any such country or region, on any such list, or subject to prohibition under EPCI.

11.9 U.S. Government License Rights. The Customer Managed Software and Documentation covered by this Subscription Agreement are "Commercial Item(s)," consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as these terms are defined in 48 C.F.R. § 2.101 and used in 48 C.F.R. § 12.212. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R., as applicable, if such Customer Managed Software or Documentation are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), such Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users for use by such government, or to any such US Government prime contractors or subcontractors for use by such prime contractors or subcontractors in the performance of work under a U.S. Government prime contract or subcontract or for any other use, (a) only as Commercial Items, and (b) with only those rights customarily provided to the public and as are granted to all other, non-government-related, end-users, as such commercial license rights are delineated in the terms and conditions of this Agreement. All rights relating to unpublished materials are hereby reserved under the copyright laws of the United States.

11.10 Relationship Between the Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between the parties.

11.11 Failure of Essential Purpose. THE PARTIES AGREE THAT THE

LIMITATIONS SPECIFIED IN SECTION 8 OF THIS AGREEMENT (ENTITLED “LIMITATION OF LIABILITY”) SHALL APPLY EVEN IF THIS AGREEMENT OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.12 Entire Agreement. This Agreement, together with any Schedule and Project Authorization attached to or referenced in this Agreement, each of which is incorporated by reference, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement and such Schedule(s) or Project Authorization(s). This Agreement applies to all versions of the Customer Managed Software already installed or used by Customer, including prior versions of Customer Managed Software, and Customer agrees that this Agreement amends and supersedes prior versions of the end user license agreement applicable to such prior versions of Customer Managed Software.

Exhibit A – Cloud Service Addendum

This Cloud Service Addendum (this “Addendum”) is an addendum to the Delinea End User Software License and Services Agreement (the “Agreement”) between Delinea and the Customer as defined in the Agreement. Capitalized terms used in this Addendum and not otherwise defined below shall have the meanings given to such terms in the Agreement. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

Customer and Delinea hereby agree to the following:

1. Delinea Obligations

1.1 Availability of Service. Delinea uses industry-leading cloud service providers (currently Microsoft Azure and Amazon Web Services, Inc.) that provide a monthly uptime availability of at least 99.9% to host the Cloud Service. Delinea will provide 99.9% availability for the Cloud Service during the cloud service provider’s service availability. Delinea measures the availability of the Cloud Service. For purposes of the foregoing, “availability” means that the Cloud Service returned the correct, expected data when queried. Delinea agrees to use its commercially reasonable efforts to make the Cloud Service generally available 99.9% of the time, 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Delinea shall give at least two weeks online or e-mail notice to Customer and which Delinea shall schedule to the extent reasonably practicable during the weekend hours from 11:00 p.m. Pacific Time Friday to 12:00 p.m. Pacific Time Sunday); (b) any unavailability caused by circumstances beyond Delinea’s reasonable control, including the force majeure provisions identified in the Agreement and computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Delinea’s possession or reasonable control, and network intrusions or denial of service attacks; (c) the unavailability of the Cloud Service due to Delinea’s suspension or termination of Customer’s right to use the Cloud Service

for (i) non-payment of any fee due under a Schedule or this Agreement, or (ii) failure to use the Cloud Service in accordance with the Documentation or this Agreement. Service availability as well as any disruption notifications are provided by Delinea at <https://uptime.centrify.com/> and at <https://status.thycotic.com/> (or such other websites as communicated by Delinea from time to time).

1.2 Security. Delinea shall maintain commercially reasonable administrative, physical and technical safeguards to maintain and protect Customer Data that is submitted to the Cloud Service by Customer. Delinea shall not be responsible for loss of Customer Data or other data transmitted on networks not owned or operated by Delinea, including the Internet. Delinea shall produce an SSAE 18 (SOC 2) report (or similar alternative report as reasonably selected by Delinea in its sole discretion) on an annual basis, and Customer may request a copy of such report and agrees that such report shall be deemed Delinea's Confidential Information under Section 10 of the Agreement.

1.3 Ownership of Customer Data. Except for software that Delinea licenses to Customer, as between the parties, Customer retains all right, title, and interest in and to Customer Data, as defined in Section 2.4 of this Exhibit. Delinea acquires no rights in Customer Data other than the right to host Customer Data within the Cloud Service, including the right to use and reproduce Customer Data solely as necessary to provide the Cloud Service.

1.4 Use of Customer Data. Delinea will use Customer Data (other than in aggregate and anonymized form) only to provide Customer with the Cloud Service. This use may include troubleshooting to prevent, find, and fix problems with the operation of the Cloud Service. It may also include improving features for finding and protecting against threats to users. Delinea may share aggregated and anonymized Customer Data with business partners for use for their business purposes, but Delinea de-identifies and aggregates such data so that the data cannot be traced to an individual, a customer, or a device. Delinea will not use Customer Data or derive information from it for any advertising or other marketing purposes without Customer's consent.

1.5 Third-party requests. Delinea will not disclose Customer Data to a third party (including law enforcement, other government entity or civil litigant, but excluding Delinea's subcontractors) except as the Customer directs or unless required by law. Should a third party contact Delinea with a demand for Customer Data, Delinea will attempt to redirect the third party to request that data directly from Customer to request such Customer Data. As part of this effort, Delinea may provide Customer's basic contact information to the third party. If compelled to disclose Customer Data to a third party, Delinea will promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so by applicable law. Customer is responsible for responding to requests by third parties regarding Customer's use of the Cloud Service, such as requests to take down content under the Digital Millennium Copyright Act.

2. Customer Obligations

2.1 Internet Access. Customer must have a high speed Internet connection in order to use the Cloud Service. Customer shall procure and maintain the hardware, software and systems that connect Customer's network to the Cloud Service, and shall implement all reasonable communication and security protocols necessary to use the Cloud Service.

2.2 Customer Information. Customer shall provide and maintain with Delinea accurate and complete information on (i) Customer's legal business name, address and telephone number, (ii) the names, telephone numbers and email address(es) and other information reasonably requested by Delinea. Customer agrees that Delinea may provide any and all communications, reports, statements and notices (other than legal notices under the Agreement) to such email address(es), and may rely on any communications, directions or statements received from such email address(es).

2.3 Security. Customer shall maintain commercially reasonable administrative, physical and technical safeguards to prevent unauthorized access to or use of the Cloud Service. Customer is responsible for all activity occurring under its User Accounts, including, but not limited to, those that access the Cloud Service, www.delinea.com and related Delinea websites and user portals, and for abiding by all applicable local, national and international laws. Customer shall promptly notify Delinea of any unauthorized access to or use of the Cloud Service and any loss or theft of any User's username or password of which Customer becomes aware.

2.4 Customer Data. Customer is responsible for the legality, quality, accuracy and integrity of any data and other information that Customer submits to Delinea in the course of using the Cloud Service ("Customer Data"). Delinea will not be responsible for any corrections, deletions or damage to Customer Data. Customer Data may include documents, images and other digital information that Customer chooses to transmit to and store in the Cloud Service. Customer is solely responsible for ensuring that Customer Data is not offensive, obscene, inappropriate or unlawful and that it does not contain any viruses or harmful content. Any Customer Data that Delinea determines, in its sole discretion, may be offensive, obscene, inappropriate or unlawful or that may contain viruses or harmful content may be removed from the Cloud Service.

3. Changes

3.1 Changes to the Cloud Service. Delinea may make changes to the functionality, user interface, usability of the Cloud Service and related Documentation from time to time. In the event of any material adverse change to the functionality, user interface or usability of the Cloud Service, Customer shall have the right, as its sole remedy in the event of such change, to terminate the Agreement and receive a pro-rata refund of the fees prepaid by Customer for the Cloud Service for the terminated portion of the Subscription Term.

3.2 Changes to this Addendum. Delinea may make non-material changes to this Addendum from time to time, but will not reduce the level of service for which Customer has paid.

4. Suspension and Termination

4.1 Reserved.

4.2 Suspension for Inappropriate Use. Delinea reserves the right to temporarily suspend Customer's access of the Cloud Service if Delinea determines that Customer's use is contrary to law or causing material harm to Delinea or others. Delinea will provide reasonable notice of such suspension. Customer agrees that Delinea will not be liable to Customer, any Affiliate or any third party for any suspension under this Section 4.2.

4.3 Handling of Data on Termination. In the event of any expiration or termination of Customer's use of the Cloud Service, and upon Customer's request, Delinea will allow Customer to use the software product's built-in data export feature to retrieve its Customer Data. Alternatively, Customer may request that Delinea delete all such Customer Data. Delinea may delete all of Customer's Data that is stored on the Cloud Service thirty (30) days following any expiration or termination of Customer's use of the Cloud Service. Customer agrees that Delinea will not be liable to Customer, any Affiliate or any third party for any Customer Data deleted under this Section 4.3.

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