

## Appgate Software Schedule for Managed Service Providers

This Appgate Software Schedule (this "Schedule") is entered into by and between Appgate Cybersecurity, Inc., a Delaware corporation ("Appgate"), and MSP, and is effective on the Effective Date for this Schedule. This Schedule is governed by that certain Appgate Master Agreement (the "MA") entered into by and between MSP, or its Affiliate, and Appgate, or its Affiliate, located at <https://www.appgate.com/legal/MSP-terms>. In the event the MA is entered into by an Affiliate of MSP or Appgate, then the MA shall apply to this Schedule as if MSP or Appgate, as applicable, was a party thereto in lieu of the Affiliate of MSP or Appgate, as applicable. In the event the Order Form is entered into by an Affiliate of Appgate or MSP, then this Schedule shall apply to such Order Form as if such Affiliate of Appgate or MSP, as applicable, was a party hereto in lieu of Appgate or MSP, as applicable. Capitalized terms used, but not defined herein, shall have the meaning ascribed thereto in the MA.

### 1. **Products; Fees.**

a. **Products.** This Schedule sets forth the terms generally applicable to all Software licensed hereunder, Hosted Services, Professional Services and Hardware purchased hereunder and Support provided hereunder (whether included as part of another Product licensed or purchased hereunder or purchased separately hereunder) (collectively, the "Products"), as well as terms applicable only to specific Products as noted herein. Appgate's Software-as-a-Service offerings are not covered under this Schedule and require a separate Schedule. Appgate's Hosted Service offerings are covered under this Schedule as supplemented by the Appgate Hosted Service Addendum. MSP, or an Affiliate thereof, may license or purchase Products from Appgate, or an Affiliate thereof, pursuant to an Order Form or through the Portal.

b. **Fees.** MSP will pay all applicable fees set forth in the relevant Order Form, any online licensing/purchasing website or portal made available by Appgate for MSP's use (the "Portal"), or otherwise agreed to be paid by MSP to Appgate pursuant to the Schedule Agreement. Except as set forth in the applicable Order Form or on the Portal or otherwise in the Schedule Agreement, (i) Software license (non-perpetual), Hosted Service and Support fees will be billed annually, in advance; (ii) Software license (perpetual) fees will be billed in advance; (iii) varying or usage-based fees will be billed monthly in arrears; (iv) fees for hourly Professional Services engagements will be billed monthly in arrears; (v) fees for fixed-fee Professional Services engagements will be billed in advance; (vi) any expenses to which Appgate is entitled to reimbursement hereunder will be billed monthly in arrears; and (vii) fees for Hardware will be billed in advance.

### 2. **License Grant; Grant of Right to Access and Use; Reservation of Rights.**

a. **License Grant; Grant of Right to Access and Use.** With respect to Software licensed (whether or not such Software is to be provided as a Hosted Service) by MSP, Appgate grants MSP a non-exclusive, non-transferable (except as expressly permitted in the Schedule Agreement) and non-sublicensable license to use such Software during the Software Term with respect thereto, solely for use by Authorized Users in accordance with the Permitted Use. In the event any such Software licensed is to be provided as a Hosted Service, Appgate also grants to MSP a non-exclusive, non-transferable (except as expressly permitted in the Schedule Agreement) and non-sublicensable right to access and use such Hosted Service during the Hosted Service Term with respect thereto, solely for use by Authorized Users in accordance with the

Permitted Use. A license to use Software or right to access and use a Hosted Service, as applicable, also includes the non-exclusive, non-transferable (except as expressly permitted in the Schedule Agreement) and non-sublicensable right for MSP to use the Documentation applicable to such Software or Hosted Service, as applicable, solely in connection with MSP's use of such Software or Hosted Service, as applicable.

b. **Reservation of Rights.** Appgate reserves all rights not expressly granted to MSP in the Schedule Agreement. Except for the limited rights and licenses expressly granted under the Schedule Agreement, nothing in the Schedule Agreement grants, by implication, waiver, estoppel, or otherwise, to MSP or any third party any intellectual property rights or other right, title or interest in or to the Appgate Intellectual Property. Notwithstanding anything in the Schedule Agreement to the contrary, Software is licensed and rights to access and use Hosted Services are granted, in each case for the applicable term set forth herein, and in no event is Software or are Hosted Services sold, even if for convenience Appgate makes reference to words such as *sale* or *purchase* herein.

### 3. **Use; Restrictions on Use; MSP Responsibilities.**

a. **Use; Restrictions on Use.** MSP shall not (and shall not allow any Authorized User to) use the Software, Hosted Services or Documentation, as applicable, for any purposes beyond the scope of license or access, as applicable, with respect thereto granted in the Schedule Agreement. MSP shall not (and shall not allow any Authorized User to), directly or indirectly, (i) copy, modify or create derivative works of the Software, Hosted Services or Documentation, as applicable, in whole or in part, (ii) rent, lease, lend, resell, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available (each a "Resale") the Products (other than Hardware), unless MSP has obtained Appgate's prior written consent to do so, which can be withheld in Appgate's sole and absolute discretion, (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code or software component of the Software or Hosted Services, in whole or in part, (iv) remove any proprietary notices from the Software, Hosted Services or Documentation, as applicable, or (v) use the Software, Hosted Services or Documentation, as applicable, in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. MSP acknowledges that a threatened or actual breach by it of this Section 3.a may result in immediate, irreparable harm to Appgate for which monetary damages may not be adequate compensation and, consequently, that Appgate shall be entitled, in addition to all other remedies available to it at law or equity, to seek (without any requirement to post bond) injunctive or other equitable relief to prevent such threatened or actual breach. Appgate may deploy the Software and/or Hosted Services with license key or other technology that prohibits use of the Software or Hosted Services, as applicable, beyond the applicable Software Term, license parameters, Hosted Service Term or grant of right to access and use.

b. **MSP Responsibilities.** MSP is responsible and liable for all uses of the Software, Hosted Services and Documentation, as applicable, resulting from access provided by MSP, directly or indirectly, whether such access or use is permitted by or in violation of the Schedule Agreement. Without limiting the generality of the foregoing, MSP is responsible for all acts and omissions of Authorized Users, and any act

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or omission by an Authorized User that would constitute a breach of the Schedule Agreement if taken by MSP will be deemed a breach of the Schedule Agreement by MSP.

c. MSP as a Reseller. In the event MSP wants to Resell Products to an end user in connection with a potential sales opportunity, MSP shall be required to register such end user with Appgate (and Appgate must approve MSP to Resell the particular Products and/or Services to such end user). Appgate's consent for MSP to Resell Products to a particular end user in connection with a particular sales opportunity shall only be deemed given if Appgate accepts the registration of such opportunity. For the avoidance of doubt, the registration of one opportunity for an end user shall not be deemed the registration of all potential opportunities for such end user. In connection with any Resale to which Appgate has consented, MSP shall enter into an agreement (each, an "End User Agreement") with the end user to which the Products are being Resold which requires such end user to agree (a) to all of the terms and conditions of the Schedule Agreement with respect to its use of such Products (as such terms and conditions may be amended from time to time), (b) that Appgate is an intended third party beneficiary of the End User Agreement, with the express right of Appgate to enforce any and all of such terms and conditions directly against the end user, and (c) to (i) disclaim all liability and responsibility of Appgate to the end user and (ii) waive any and all claims by the end user against Appgate for damages, losses or liability, in each case arising out of the Schedule Agreement and/or with respect to the provision of Products. MSP shall ensure that each End User Agreement does not conflict with the Schedule Agreement. Upon receipt of Appgate's request, MSP shall fully cooperate with Appgate in the enforcement of such terms of an End User Agreement against the applicable end user. For the avoidance of doubt, (a) in no event shall Appgate have any obligations to an end user in connection with the Schedule Agreement, with Appgate's sole obligations thereunder being to MSP, (b) MSP shall be responsible for all actions or inactions of each end user as if such actions or inactions were those of MSP and (c) in no event shall MSP be relieved of any of its obligations to Appgate under the Schedule Agreement as a result of any end user's failure to comply with any of its obligations to MSP under the applicable End User Agreement or due to any other action or inaction of such end user. MSP will defend, indemnify and hold harmless Appgate, its Affiliates and each of their respective agents, officers, directors, representatives and employees from and against all claims, demands, liabilities, losses, costs and expenses, including reasonable attorneys' fees brought by any end user against any of the indemnified parties to the extent arising out of or relating to the Schedule Agreement and/or the provision of Products. The indemnified party shall have the right to participate in the defense of such claim with counsel of its own choosing at its own expense. MSP shall not enter into any settlement of any such claim without the prior written consent of the indemnified party (such consent not to be unreasonably withheld, conditioned or delayed) if the indemnified party's rights would be directly and materially impaired thereby. For the purposes of this paragraph, all references to "Appgate" shall include Appgate's Affiliates.

d.

**4. Installation; Configuration; Instruction; Support.** Unless otherwise specified in an Order Form, Appgate has no responsibility for (a) assisting MSP in installing or configuring any of the Software or Hosted Services, or (b) providing MSP instruction on use of any Software or Hosted Services (except for any such instruction on use set forth in the Documentation with respect to such Software or Hosted Services, as applicable). Unless otherwise specified in an Order Form,

Support is included for Software licenses (non-perpetual) and Hosted Services in accordance with the applicable Support Terms with respect thereto. Unless otherwise specified in an Order Form, Appgate has no responsibility for providing MSP Support for a perpetual Software license.

## 5. Professional Services.

a. Professional Services. Appgate will provide MSP with professional services ("Professional Services") purchased on an Order Form or through the Portal.

b. Reimbursement of Expenses. MSP is responsible for reimbursing Appgate for all pre-approved reasonable, documented, out-of-pocket expenses incurred by Appgate in performing the Professional Services.

c. MSP's Obligations. MSP must: (i) provide Appgate personnel with such information, cooperation and support as may reasonably be required for Appgate to provide the Professional Services, (ii) permit Appgate personnel to access such of MSP's systems, networks, premises and property as is necessary to perform the Professional Services, and ensure that Appgate is granted sufficient consents, authorizations and licenses to access and use any third party systems, programs, or networks necessary to provide the Professional Services, (iii) ensure that all necessary consents, authorizations and licenses have been obtained so that Appgate's provision of the Professional Services does not breach any statutory or regulatory provisions (of whatever jurisdiction) relating to the use of and access to personal data or otherwise breach any applicable law, and (iv) ensure the health and safety of Appgate personnel engaged in providing the Professional Services at MSP's premises.

d. Work Product. Each Order Form may specify "Work Product" to be provided by Appgate. Once Appgate has received full and final payment for "Work Product", anything specified in an Order Form as "Work Product" will become the property of MSP at the moment such item is fixed in a tangible medium, all rights, title and interest therein will vest in MSP and Appgate shall permanently assign and transfer to MSP any and all of Appgate's right, title and interest in the Work Product, provided, that, Appgate retains all right, title and interest in any Appgate Intellectual Property incorporated into Work Product. To the extent any Appgate Intellectual Property is incorporated into Work Product, MSP is hereby granted a perpetual, worldwide, non-transferable (except as expressly permitted in the Schedule Agreement), non-exclusive, royalty-free, fully paid-up license to use such Appgate Intellectual Property solely in conjunction with the Work Product.

## 6. Term; Termination; Effect of Expiration or Termination.

a. Term of this Schedule. The term of this Schedule will commence on the Effective Date and continue until terminated in accordance with the terms hereof.

b. Termination Upon Expiration or Termination of all Products. The Schedule Agreement will automatically terminate following expiration or termination of the last effective Product being provided or to be provided under this Schedule.

c. Term of Order Forms and Products. Software licenses (non-perpetual), Hosted Services and Support services have a minimum term

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which begins on the billing commencement date ("BCD") and continues for the period set forth in the relevant Order Form or in the Portal (the "Initial Term"). Except as set forth in the applicable Order Form or in the Portal, as applicable, upon conclusion of the Initial Term or a renewal term, as applicable, (i) if the Initial Term is less than one (1) year, each Software license, Hosted Service or Support service, as applicable, will automatically renew for successive periods equal to the Initial Term, unless either party provides the other party with at least thirty (30) days advance written notice prior to the expiration of the then-current Software Term, Hosted Service Term or Support Term, as applicable, and (ii) if the Initial Term is one (1) year or longer, each Software license, Hosted Service or Support service, as applicable, will automatically renew for successive periods of one (1) year, unless either party provides the other party with at least sixty (60) days advance written notice prior to the expiration of the then-current Software Term, Hosted Service Term or Support Term, as applicable. With respect to a Software license (non-perpetual), the Initial Term and any renewal terms of such Software license are collectively referred to as the "Software Term". With respect to a Software license (perpetual), the "Software Term" is perpetual. With respect to a right to access and use a Hosted Service, the Initial Term and any renewal terms of such Hosted Service are collectively referred to as the "Hosted Service Term". With respect to a Support service, the Initial Term and any renewal terms of such Support service are collectively referred to as the "Support Term".

d. **Effect of Expiration or Termination.** Upon expiration or earlier termination of a Product for any reason, the license or right to access and use, as applicable, such Product granted by Appgate to MSP will also terminate. Upon termination of the license or right to access and use, as applicable, MSP must immediately cease using the applicable Software, Hosted Service and Documentation and, to the extent applicable, return, delete or destroy all copies thereof as well as all other Appgate Intellectual Property relating thereto (in each case, in whatever form). Upon Appgate's request, MSP will certify in writing to Appgate that MSP has performed the foregoing obligation. Except as set forth in the Schedule Agreement, (1) all of MSP's payment obligations under the Schedule Agreement are non-cancellable, non-refundable and non-contingent and (2) in the event of termination of a Product prior to the conclusion of the applicable Software Term, Hosted Service Term or Support Term or completion of the Professional Services engagement, as applicable, MSP shall, within thirty (30) days of such termination, be obligated to pay all of the unpaid charges and fees (both relating to periods of time prior to and after the termination date) with respect to such Product that would have been payable by MSP to Appgate had such Product not been terminated early.

7. **Suspension of Services.** Appgate may immediately suspend Products if MSP fails to make any payment when due under the Schedule Agreement and such failure continues for ten (10) days after MSP's receipt of written notice of such failure from Appgate. In the event of any suspension of Products by Appgate pursuant to this Section 7, MSP shall continue to be obligated to pay the fees for the Products during such period of suspension. If Appgate suspends a Product pursuant to this Section 7, unless Appgate has subsequently terminated such Product in accordance with the terms of the Schedule Agreement, Appgate will resume the suspended Product as soon as reasonably practical after Appgate is reasonably satisfied that the reason giving Appgate the right to suspend has been cured. Appgate will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that MSP or any

Authorized User may incur as a result of Appgate's suspending Products pursuant to this Section 7.

8. **Billing Commencement Date (BCD) (Software (non-perpetual), Hosted Services and Support).** The BCD for a Software license (non-perpetual), Hosted Service or Support service, as applicable, is the earlier to occur of (a) the later to occur of (i) if applicable, the date specified in the Order Form as the date on which the Software Term, Hosted Service Term or Support Term, as applicable, commences and (ii) the date the Software, Hosted Service or Support service, as applicable, is made available to MSP for use and (b) the date that the Software, Hosted Service or Support service, as applicable, is used by MSP. In the event an Order Form specifies a date range for the Initial Term of the Software license, Hosted Service or Support service (e.g., January 15 of year 1 to January 14 of year 2), as applicable, as opposed to a set term (e.g., one (1) year), but the BCD for such Software license, Hosted Service or Support service, as applicable, is a different date than the date specified in the Order Form as the date on which the Initial Term of the Software license, Hosted Service or Support service, as applicable, commences (e.g., the BCD is January 5 of year 1 instead of January 15), the Initial Term of such Software license, Hosted Service or Support service, as applicable, shall commence on the BCD for such Software license, Hosted Service or Support service, as applicable, and continue for the period of time that the Initial Term of such Software license, Hosted Service or Support service, as applicable, was intended to be for (e.g., one (1) year commencing on January 5 of year 1 and ending on January 4 of year 2).

9. **Warranties.**

a. **Software Warranties.** Subject to Section 16.j, Appgate warrants to MSP that Software will function materially in accordance with the Documentation for a period of thirty (30) days from commencement of the Software Term with respect thereto (the "Warranty Period"). Any failure of the Software to function materially in accordance with the Documentation during the Warranty Period for such Software (except as set out in Section 16.j) shall be a "non-conformity". In the event MSP sends written notice to Appgate during the Warranty Period notifying Appgate of any non-conformity with respect to the Software (the "Non-Conformity Notice"), Appgate will use commercially reasonable efforts to remedy such non-conformity. In the event Appgate fails to remedy such non-conformity or provide a mutually agreed work around within thirty (30) days after its receipt of the Non-Conformity Notice, either party may terminate such non-conforming Software and any Support services directly related to such non-conforming Software by providing written notice to the other party, provided, that, the terminating party exercises its right to terminate before Appgate is able to remedy such non-conformity. Notwithstanding the foregoing, MSP shall not have the right to terminate such non-conforming Software or Support services, as applicable, in the event MSP fails to provide Appgate all information reasonably requested by Appgate to resolve the non-conformity. In the event of any delay in MSP providing Appgate any such information, the thirty (30) day period for Appgate to remedy such non-conformity or provide a mutually agreed work around shall be deemed extended by the number of days of such delay. In the event of termination of a Software license or Support services, as applicable, in accordance with this Section 9.a, MSP will be entitled to a refund of all pre-paid fees with respect to such terminated Software or Support service, as applicable, which relate to periods of time following such termination. With respect to a perpetual Software license, such refund shall be calculated, as depreciated, on a five (5) year straight line basis (the foregoing shall also

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apply in the event of a termination of a perpetual Software license (for which MSP is entitled to a refund of pre-paid fees relating to periods of time following termination) pursuant to (a) MSP's right under the MA to terminate such perpetual Software license as a result of an "Event of Default", (b) Appgate's right under the MA to terminate such perpetual Software license as a result of a Claim or potential infringement by the Software of a third party's intellectual property rights or (c) either Party's right under the MA to terminate a perpetual Software license as a result of a Force Majeure Event). Except as set forth in the Support Terms with respect to the Software, if any, this Section 9.a states Appgate's sole obligation, and MSP's sole and exclusive remedy, in connection with any failure of the Software to function in accordance with the Documentation.

b. **Professional Services Warranties.** Appgate warrants that (i) it and the Appgate personnel performing the Professional Services have the necessary knowledge, skills, experience, and qualifications to perform the Professional Services in accordance with the applicable Order Form(s), and (ii) the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.

c. **Support Warranties.** Appgate warrants that (i) it and the Appgate personnel performing the Support have the necessary knowledge, skills, experience, and qualifications to perform the Support in accordance with the applicable Support Terms, and (ii) the Support will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.

10. **Hardware.** Appgate is not the manufacturer of any Hardware resold by Appgate to MSP hereunder. Notwithstanding anything in the Schedule Agreement to the contrary, Hardware is resold "as is" without indemnification, support or warranties of any kind, provided, that, Appgate will use commercially reasonable efforts to assign to MSP all assignable warranties and indemnities granted to Appgate by the party that Appgate purchased such Hardware from. In no event will Appgate be liable for any losses, costs, expenses or damages whatsoever, including, without limitation, direct, incidental, special, indirect, or consequential damages, loss of business, loss of profits, loss of data, or tortious conduct relating to, or arising from the Hardware.

## 11. Intellectual Property Ownership; Feedback.

a. **Appgate Intellectual Property.** MSP acknowledges that, as between MSP and Appgate, Appgate owns all right, title and interest, including all intellectual property rights, in and to Appgate Intellectual Property.

b. **Feedback.** Appgate encourages MSP to provide suggestions, proposals, ideas, recommendations and other feedback (collectively, "Feedback") regarding changes or improvements (including, without limitation, new features or functionality relating thereto) to Appgate Intellectual Property. To the extent MSP provides such Feedback, notwithstanding the definition of "Confidential Information" in the Schedule Agreement to the contrary, in no event shall any such Feedback be deemed to be MSP's Confidential Information. Appgate shall have the right to make, use, sell, offer for sale, import and otherwise exploit such Feedback (including by incorporation of such Feedback into Appgate Intellectual Property) without restriction. MSP hereby assigns to Appgate on MSP's behalf, and on behalf of its employees, contractors and/or agents, all right, title and interest in, and Appgate is free to use, without any attribution or compensation to any

party, any ideas, know-how, concepts, techniques or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Appgate is not required to use any Feedback.

12. **Auditing Rights and Required Records.** MSP agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the term of the Schedule Agreement and for a period of two (2) years after termination or expiration of the Schedule Agreement with respect to matters necessary for accurately determining amounts due by MSP hereunder and MSP's compliance with the Schedule Agreement. Appgate may, at its own expense, on reasonable prior notice, periodically inspect and audit MSP's records with respect to matters covered by the Schedule Agreement. If such inspection and audit reveals that MSP has underpaid Appgate with respect to any amounts due and payable during the term of the Schedule Agreement, MSP shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with the MA, and reimburse Appgate for the costs of conducting such audit. In the event any such underpayment is the result of MSP's use of Software or Hosted Service expanding beyond the Permitted Use or number of permitted Authorized Users, the amounts owed by MSP to Appgate for such underpayment shall be based on Appgate's then-current list prices applicable to such expanded use. Such inspection and auditing rights will extend throughout the term of the Schedule Agreement and continue for a period of two (2) years after the termination or expiration of the Schedule Agreement.

13. **Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods.** Notwithstanding anything in the Schedule Agreement to the contrary, including, for the avoidance of doubt, the "Governing Law" and "Venue" sections of the MA, in no event shall the Uniform Computer Information Transaction Act or the United Nations Convention on Contracts for the International Sale of Goods apply to the Schedule Agreement.

14. **Export Regulation.** The Products, the underlying software and technology and the Documentation may be subject to US export controls and sanctions laws and regulations, including, without limitation, the US Export Administration Regulations and the various economic sanctions measures administered by the US Department of the Treasury's Office of Foreign Assets Control ("OFAC"). MSP shall not, directly or indirectly, sell, export, re-export, transfer, re-transfer, provide or release the Products, the underlying software or technology or the Documentation to, or make the Products, the underlying software or technology or the Documentation accessible from, any jurisdiction, country, person or entity without first securing all applicable U.S. government export authorizations, nor will MSP sell, export, re-export, transfer, re-transfer, provide or release the Products, the underlying software or technology or the Documentation to any jurisdiction, country, person or entity, or for any end-use, that is prohibited by applicable law, rule, or regulation. MSP shall not, directly or indirectly, sell, export, re-export, transfer, re-transfer, provide or release the Products, the underlying software or technology or the Documentation to any party named on OFAC's Specially Designated Nationals list or any other U.S. government list of prohibited parties, or to any entity owned 50% or more in the aggregate by any sanctioned party or parties, nor shall MSP use the Products, underlying software or technology, or the Documentation, directly or indirectly, in connection with any prohibited party. MSP shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, transferring,

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re-transferring, providing or releasing, or otherwise making the Products or the underlying software or technology or the Documentation available outside the US.

15. **Modifications to Support Terms.** Unless a modification is required by applicable law or industry standard, if Appgate modifies applicable Support Terms pursuant to the definition of "Support Terms" in Section 16 ("Support Terms Change") and MSP believes that its use of a Product (other than Hardware) is, or its rights or obligations with respect to a Product (other than Hardware) are, materially and adversely affected by the Support Terms Change, MSP may, at any time prior to the effective date of such Support Terms Change, send written notice to Appgate indicating such Product(s) and including details sufficient to demonstrate the adverse material affect. With respect to any Products (other than Hardware) set forth in MSP's written notice that MSP and Appgate mutually agree that the Support Terms Change materially and adversely affects MSP's use of such Products, or MSP's rights or obligations with respect to such Products (the "Affected Products"), Appgate may (a) agree to waive the applicability of the Support Terms Change with respect to the Affected Products, provided, that, any such waiver shall not be made by Appgate until the parties execute an amendment to the Schedule Agreement setting forth the terms of such waiver, or (b) decline to waive the applicability of the Support Terms Change with respect to the Affected Products. In the event Appgate declines to waive the applicability of the Support Terms Change with respect to the Affected Products, MSP may, within thirty (30) days of receipt of Appgate's written notice of Appgate's election to do so, terminate the Affected Products by providing written notice of such termination to Appgate, with such termination to be effective as of the date set forth in MSP's written notice to Appgate, but no later than ninety (90) days from MSP's receipt of such notice from Appgate. In the event MSP terminates a Product pursuant to this Section 15, MSP will be entitled to a refund of all pre-paid fees with respect to such terminated Product which relate to periods of time following such termination. With respect to a perpetual Software license, such refund shall be calculated, a depreciated, on a five (5) year straight line basis.

16. **Definitions.**

a. "Authorized User" means an employee, representative, agent of MSP or an end-user customer of MSP, as applicable, who is authorized by MSP to access and use the Software licensed hereunder or Hosted Services purchased hereunder, as applicable, and Documentation applicable to such Software or Hosted Service, as applicable, solely in connection with the use of such Software or Hosted Service, as applicable. In the event an Order Form sets forth limitations on the number and/or type of Authorized Users permitted with respect to the Software licensed thereunder or Hosted Service purchased thereunder, as applicable, MSP shall be required to comply with all such limitations. Each Authorized User shall be required to have a unique username and password. Such username and password shall be personal to such Authorized User and MSP shall not permit an Authorized User to, and an Authorized User shall not, share its username and password with other Authorized Users.

b. "Appgate Intellectual Property" means the Software, Hosted Services, Documentation, any and all intellectual property provided to MSP or any Authorized User in connection with the foregoing and any other Appgate intellectual property.

c. "Documentation" means Appgate's then-current user manuals, handbooks, training materials, technical manuals and guides relating to the Software or Hosted Services, as applicable.

d. "Hosted Service" means Software licensed by MSP under an Order Form which will, in whole or in part, be hosted by Appgate on behalf of MSP and made available for access by MSP via the Internet as a service.

e. "Order Form" means an order form, quote, statement of work or other ordering document that is signed by MSP, or an Affiliate thereof, and Appgate, or an Affiliate thereof, and includes the types and details of the specific Products ordered by MSP and agreed to be provided by Appgate. Any Products licensed or purchased by MSP through the Portal will be deemed to be licensed or purchased pursuant to an "Order Form" notwithstanding that the Products are licensed or purchased through the Portal and neither party physically or electronically executed an actual "Order Form" document.

f. "Permitted Use" means use of the Software or Hosted Service, as applicable, solely in accordance with the Documentation and by an Authorized User for the benefit of (a) MSP in the ordinary course of its internal business operations or (b) an end-user customer of MSP in the ordinary course of such end-user customer's internal business operations, and, in each case, in accordance with all of the applicable terms and conditions of the Schedule Agreement, including, without limitation, any terms, conditions and limitations set forth in the Order Form with respect to the Software or Hosted Service, as applicable (e.g., maximum number of computers that the Software may be installed on or that may access the Hosted Service, limitation on locations that the Software may be used at or the Hosted Services may be accessed from).

g. "Schedule Agreement" means (i) the MA (but only to the extent the MA applies to this Schedule), (ii) this Schedule, (iii) all Order Forms and applicable Support Terms and Documentation, and (iv) any other document governed by, or that is incorporated by reference into, the MA (but only to the extent such document applies to this Schedule), this Schedule or any of the documents referred to in subclause (iii) hereof.

h. "Software" means the software, in object code format, licensed by Appgate to MSP under an Order Form, and, in the event MSP is entitled to receive Support for such Software, includes all updates, bug fixes, patches, error corrections and other minor enhancements or improvements thereto that Appgate generally makes available free of charge to all licensees of the Software during MSP's Support Term therefor.

i. "Support" means the maintenance and support services specified in the Support Terms.

j. "Support Terms" means the support terms located at <https://www.Appgate.com/legal/product-and-service-terms-and-conditions/cybersecurity-terms-and-conditions>, if any, applicable to the Software or Hosted Services licensed or purchased by MSP hereunder which may be modified by Appgate from time to time by posting updated support terms at such website or a successor website and providing at least thirty (30) days advance notice to MSP. In the event such notice does not specify the date such modification is effective as of, such modification shall be effective thirty (30) days after MSP's receipt of such notice. Notwithstanding anything in (a) the Support Terms to the contrary, in no event shall Appgate have any obligation to

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provide Support to the extent the issue for which Support is being requested resulted from one of the items in the immediately following sentence and (b) Section 9.a to the contrary, the warranty shall not apply to any non-conformity to the extent resulting from one of the items in the immediately following sentence. (1) Any use of the Software or Hosted Services, as applicable, other than in accordance with the Documentation and the Schedule Agreement, (2) a modification to the Software or Hosted Services, as applicable, made or caused by MSP or any other party acting on behalf of MSP, (3) any customer data, (4) use of the Software or Hosted Services, as applicable, in violation of applicable law, (5) use of the Software or Hosted Services, as applicable, in combination with any hardware, software, application, equipment, technology or material that was not provided by Appgate,

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