MSS Terms of Service

These Terms of Service ("**TOS**") are between SonicWall Inc. ("**SonicWall**" or "**we**") and the individual or entity that will purchase, license, or use Services provided by SonicWall ("**Customer**" or "**You(r)**"). BY RECEIVING, USING OR LICENSING THE SERVICES, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THE TOS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THE TOS, YOU MAY NOT RECEIVE, ACCEPT, LICENSE OR USE THE SERVICES. If You accept the TOS or receive or use the Services on behalf of a business entity, then You represent that You have authority to take those actions, and the TOS will be binding on that business entity.

1. **Definitions:**
   1.1. "Client" means any customer of Customer receiving Services.
   1.2. "Environment" means that portion of the information technology environment, including any Devices, that are included in Customer's Service Plan.
   1.3. "**Managed Services**" means the SOC as a Service, MDR for Endpoint, MDR for Cloud, Network Security, Vulnerability Management, Incident Response, and other services described at https://www.sonicwall.com/products/managed-detection-and-response and as further in this TOS and the relevant Quote and Service Plan.
   1.4. "Services" means any products, software or services, including Managed Services or any Third Party Services, purchased by Customer and as described in the relevant Quote and Service Plan.
   1.5. "Service Plan" means the description of Services provided in the relevant Quote.
   1.6. "Third Party Providers" means the entities, other than SonicWall, providing services as described in the relevant Service Plan and subject to Third Party Terms.
   1.7. "Third Party Terms" means the terms and conditions governing Customer's use of the Third Party Services, as described included in Customer's Service Plan. Third Party Terms may include customer service agreements, subscription agreements, end user license agreements, acceptable use policies, or applicable terms and conditions.
   1.8. "Third Party Services" means any services offered by a Third Party Provider as described in the relevant Service Plan and subject to Third Party Terms.

2. **Framework; Order of Precedence.** The TOS consists of terms and conditions that apply to the delivery, receipt, licensing, and use of Services provided by SonicWall. Additional applicable terms are provided in (i) SonicWall's General Product Agreement (https://www.sonicwall.com/legal/general-product-agreement/); (ii) the Quote and the relevant Service Plan(s) included therein; and (iii) Third Party Terms. The Quote, relevant Service Plan(s) and General Product Agreement are hereby incorporated into the TOS and are collectively referred to as the "Agreement". Each Quote, once accepted by Customer, will be governed under the terms of the TOS and the Agreement, as they may be updated by SonicWall from time to time. The scope of SonicWall's engagement is limited to those Services expressly listed in a Quote; all other services, projects, and related matters are out-of-scope and will not be provided or facilitated unless SonicWall expressly agrees to do so in writing (collectively, "**Out of Scope Services**"). In the event of a conflict between the General Product Agreement and the TOS, the terms of the TOS shall apply. In the event of a conflict between any Third Party Terms and the General Product Agreement or TOS, the Third Party Terms shall apply but solely with respect to the Third Party Services.

3. **Services.**

a. <u>Third Party Providers/Services</u>. Except for services that SonicWall provides directly (as further described in the relevant Service Plan), the Services will be delivered by, Third Party Providers and facilitated by SonicWall.

b. *Software Agents*. Part or all of the Services may require the installation of software agents ("Software Agents") in the Environment. Software Agents are comprised of code that provide access to the Device(s) on which the code is installed, and through which the applicable Services may be delivered, monitored, and managed. Customer acknowledges that Software Agents that are removed, disabled, circumvented, modified, or otherwise disrupted can materially degrade or stop the Services and may cause Customer or the Client(s) (as applicable) to incur downtime or security vulnerabilities. Customer agrees to hold SonicWall harmless from and against any costs, expenses, and fees arising from or related to any unauthorized removal, disablement, circumvention, modification, or disruption of any Software Agents.

c. *Selection*. Service Plans are subject to change, including change of Third Party Providers and Third Party Services, according to the SonicWall Product Support Lifecycle Policy.

d. *Reseller*. We are a reseller, not a provider, of Third Party Services. Our role in Third Party Services is limited to the facilitation, and not the actual provision, of those services to Customer or Customer's Clients. Customer understands and agrees that SonicWall is not responsible for any defect, omission, or failure of any Third Party Service, or any failure of any Third Party Provider to properly or timely update or provide its Third Party Services to You, your Client(s), or to SonicWall. WE FACILITATE THIRD PARTY SERVICES ON AN "AS IS" BASIS ONLY WITH NO GUARANTEE OR WARRANTY THAT THE THIRD PARTY SERVICE WILL OPERATE IN AN ERROR-FREE OR UNINTERRUPTED MANNER. If an issue requiring remediation arises with a Third Party Service, then SonicWall will endeavor to provide a reasonable workaround (*e.*, a "temporary fix") for the situation if one is readily available; however, we do not warrant or guarantee that a workaround will be available or that a workaround will achieve any particular result or outcome.

e. *Third Party Terms*. Certain Third Party Services may require Customer, Clients or other end users to accept Third Party Terms. All relevant Third Party Terms are provided in the Service Plan(s) listed in Customer's Quote. By accepting the Quote and provisioning or receiving the Services, Customer agrees to the Third Party Terms and will ensure all Clients, if any, accept the Third Party Terms prior to using the Services. If the relevant Third Party Services require SonicWall to click through Third Party Terms in order to to provide or facilitate a Service, then Customer hereby grants SonicWall permission to accept the applicable End User Agreement(s) on Customer's or your Client's (if applicable) behalf. Customer acknowledges that Third Party Providers may update Third Party Terms and that continued use of the Services constitutes Customer's acceptance of such updated agreements. Customer further agrees to ensure its Clients, if any, receive and accept any such changes to Third Party Terms in order to continue receiving the relevant Third Party Services.

f. *Co-Management*. In co-managed situations (e.g., where Customer has designated other vendors or personnel, or "Co-Managed Providers," to provide Customer with services that overlap or conflict with the Services provided or facilitated by SonicWall) Customer agrees: (a) SonicWall is not responsible or liable for the acts or omissions of Co-Managed Providers, or the remediation of any problems, errors, or downtime associated with those acts or omissions, and (b) in the event that a Co-Managed Provider's determination on an issue differs from SonicWall's position on a Service-related matter, SonicWall will submit to the Co-Managed Provider's determination.

Customer agrees to defend, indemnify and hold SonicWall harmless from and against any and all issues, errors, downtime, exploitations, and/or vulnerabilities (collectively, "Issues"), as well as any damages, expenses, costs, fees, charges, occurrences, obligations, claims, and causes of action arising from Issues, including those arising from any Clients, where the Issues arise from any action by, or direction from, the Co-Managed Providers.

g. *Data Processing Agreement*. The Data Processing Agreement, as defined in the General Product Agreement, is incorporated into this TOS and shall apply to any processing of personal data (as defined in the Data Processing Agreement).

4. **Implementation.**

a. Service Plan. SonicWall may suggest a service plan ("Service Plan") consisting of one or more Third Party Services as part of a customized, strategic program for Customer's or Client's business needs. As various Third Party Providers' solutions change and/or newer technologies come to market, SonicWall may modify Service Plans and/or substitute one Third Party Service for a different Third Party Service. Any such changes shall be subject to the then-current SonicWall End of Life Policy. Continued use of the Services after being advised of the modification will constitute Customer's acceptance of the change(s).

b. Advice. SonicWall may provide Customer with advice and directions related to the use or implementation of the Services or SonicWall may recommend additional services to Customer from time to time ("Advice"). You agree that we are not responsible for any problems or issues (including but not limited to downtime or security-related issues) that arise from or relate to your failure to promptly or fully follow our Advice. If in our reasonable discretion your failure to follow our Advice makes part, or all, of the Services economically or technically unreasonable or impracticable to provide, then SonicWall may, after providing notice and an opportunity to cure, terminate the applicable Services. For clarity, any services required to remediate issues caused by a failure to follow Advice are Out-Of-Scope Services.

c. Prioritization. All Services will be implemented and/or facilitated (as applicable) on a schedule, and in a prioritized manner, as indicated in the Quote. If no implementation, launch, or "go live date" is indicated in the Quote, then the Services will be implemented on a date to be provided to Customer, taking into account the applicable Third Party Providers' schedules and availabilities.

d. Authorized Contact(s). SonicWall will be entitled to rely on any directions or consent provided by Customer's personnel or representatives who you designate to provide such directions or consent ("Authorized Contacts"). If no Authorized Contact is identified by Customer or if a previously identified Authorized Contact is no longer available to us, then Customer's Authorized Contact will be the person (i) who accepted the Quote, and/or (ii) who is generally designated by Customer during our relationship to provide us with direction or guidance. SonicWall will be entitled to rely upon directions and guidance from your Authorized Contact until SonicWall is affirmatively made aware of, and acknowledge, a change of status of the Authorized Contact. Changes affecting Authorized Contact(s) must be submitted to SonicWall through SonicWall's support ticketing system. Customer acknowledges it is solely responsible for ensuring the Authorized Contact information is current. SonicWall reserves the right but not the obligation to delay the implementation, facilitation, and/or provision of Services until confirming the Authorized Contact's authority within Customer's organization.

e. Access. Customer hereby grants to SonicWall and our designated Third Party Providers the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the applicable portions of Customer's (or Client's, as applicable) Environment ("Access") solely as reasonably necessary to enable SonicWall or those Third Party Providers to facilitate

and/or provide the Services. It is Customer's responsibility to secure, at its own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits, consents or other permissions necessary, including from any Clients, for SonicWall or its applicable Third Party Providers to Access the Environment and provide the Services.

f. <u>Minimum Requirements</u>. Customer represents and warrants that all technical assets in the Environment are properly licensed, including all hardware and software. Upon SonicWall's request, Customer shall provide proof of authenticity and/or licensing. If the Services require certain minimum hardware or software requirements ("Minimum Requirements"), Customer agrees to implement and maintain those Minimum Requirements as an ongoing requirement of SonicWall providing or facilitating the Services to you.

5. **Support; Response.**
   a. Support services and response times will be as indicated in the relevant Service Plan. In no event will SonicWall be responsible for delays in response or provisioning of Services during (i) those periods of time covered under the Transition Exception (defined below), (ii) periods of delay caused by Scheduled Down Time, Customer-Side Downtime, Vendor-Side Downtime (all defined below), (iii) periods in which SonicWall is required to suspend the Services to protect the security or integrity of the Environment or SonicWall's equipment or network, or (iv) delays caused by a force majeure event.

   b. *Scheduled Downtime*. Scheduled Downtime means those hours during which pre-scheduled maintenance or technical adjustments may be implemented by our Third Party Providers or by SonicWall. SonicWall will use best efforts to provide Customer with at least twenty-four (24) hours of notice, via the on-line status page or other method, prior to scheduling Scheduled Downtime.

   c. *Customer-Side Downtime*. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by Customer actions or omissions ("Customer-Side Downtime"). Customer-Side Downtime includes, but is not limited to, any period during which SonicWall requires Customer participation, information, directions, or authorization but cannot reach any Authorized Contact(s).

   d. *Third Party Downtime*. SonicWall will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by Third Party Services or Third Party Providers.

   e. *Transition Exception.* Customer agrees that for the first forty-five (45) days following the commencement date of any Service as well as any period during off-boarding-related services are undertaken (e.*g.*, assisting Customer in the transition of the Services to another provider, terminating a service or substituting one service for another, etc.), the response time commitments and service levels provided to Customer will not apply, as there may be unanticipated downtime or delays related to those activities.

   f. *Service Tickets*. Given the vast number of interactions between hardware, software, wireless, and cloud-based solutions, a managed network may occasionally experience disruptions and/or downtime due to, among other things, hardware/software conflicts, communication-related issues, obsolete equipment, and/or user error ("Conflicts"). SonicWall cannot and does not guarantee that such Conflicts will not occur, and Customer understands and agrees that the

number of service tickets submitted by Customer is not, by itself, indicative of default by SonicWall.

6. **FEES; PAYMENT**
   a. _Fees_. This section applies to all Customers purchasing in the United States and Canada. All other purchases are subject to the Payment terms in the General Product Agreement. Customer agrees to pay the fees, costs, and expenses for the Services described in the Quote and subsequent invoices ("Fees").
   b. _Schedule_. All Fees are due and payable on the terms indicated in the Quote and subsequent invoices.
   c. _Changes to the Environment_. If the Environment changes or if the number of authorized users accessing the Environment changes, then Customer agrees that the Fees will be automatically and immediately modified to accommodate those changes. Such changes, if applicable, will be applied retroactively to the proceeding month. For clarity, there are no prorated Fees for any users added during a term.
   d. _Automated Payment_.
      i. _ACH_. When enrolled in an ACH payment processing method, you authorize us to electronically debit your designated checking or savings account, as defined and configured by you in our payment portal, for any payments due under the Quote. This authorization will continue until otherwise terminated through our payment portal by one of your Authorized Contacts. We will apply a $35.00 service charge to your account or the highest amount permitted by law, whichever is less, for any electronic debit that is returned unpaid due to insufficient funds or due to your bank's electronic draft restrictions.
      ii. _Credit Card_. When enrolled in a credit card payment processing method, you authorize us to charge your credit card, as designated by you in our payment portal, for any payments due under the Quote. We reserve the right to charge a convenience fee to any amounts paid by credit card equal to the costs of accepting your card.
   e. _Nonpayment_. Undisputed fees that remain unpaid for more than fifteen (15) days when due will be subject to a monthly service fee on the unpaid amount(s) until and including the date payment is received, equaling 1% of the unpaid portion of the applicable Fees. We reserve the right to suspend part, or all, of the Services without prior notice to you in the event that any portion of undisputed Fees are not timely paid. Monthly or recurring charges (if applicable) will continue to accrue during any period of suspension. Notice of disputes related to Fees must be received by SonicWall within sixty (60) days after Customer is invoiced for the applicable Service, otherwise you waive your right to dispute the Fees thereafter. SonicWall reserves the right to charge a reasonable reconnect fee (of no more than 10% of the applicable monthly recurring fees) if Services are suspended due to your nonpayment.
   f. _Increases_. We may increase our Service-related fees from time to time ("Service Fees") as follows:
      i. _SonicWall's Fees_. SonicWall reserves the right to increase the Service Fees upon commercially reasonable advance written notice, which may be made via email ("Notice Period"). Such increases will be reflected in the invoice following the date on which the increase takes effect. If Customer timely terminates the Services during the Notice Period, then Customer shall only be responsible for the payment of Service Fees accrued up to the termination date as well as all pre-approved, non-mitigatable expenses (_e.g._, Access Licenses, hardware purchases, etc.) that SonicWall incurred in providing or facilitating the

Services through the date of termination. Customer's continued acceptance or use of the Services after the expiration of the Notice Period is acceptance of the increased fees.

7. **LIMITED WARRANTIES; LIMITATIONS OF LIABILITY**
   a. <u>Hardware / Software Purchases</u>. All Third Party Services and any third party equipment, machines, hardware, software, peripherals, or accessories purchased through SonicWall ("Third Party Products") are subject to the Third Party Provider's terms and conditions, including any return or refund policies. SonicWall does not guarantee that Third Party Products will be returnable, exchangeable, or that re-stocking fees can or will be avoided, and you agree to be responsible for paying all re-stocking or return-related fees charged by the third party seller. Customer agrees that SonicWall will have no liability whatsoever for the quality, functionality, or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products or Third Party Services. AS BETWEEN SONICWALL AND CUSTOMER, ALL THIRD PARTY PRODCUTS AND THIRD PARTY SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND (INCLUDING ANY IMPLIED WARRANTIES).
   b. <u>Waiver of Liability for Admin/Root Access</u>. If Customer requests or requires SoniceWall to provide any non-SonicWall personnel (*i.e.,* non-SonicWall employees, such as in a co-managed situation) with administrative or "root" access to any portion of the Environment, then Customer hereby agrees to defend, indemnify and hold SonicWall harmless from and against any and all claims or causes of action related to issues, downtime, exploitations, and/or vulnerabilities, as well as any damages, expenses, costs, fees, charges, occurrences, obligations, claims, and causes of action arising from or related to any activities that occur, may occur, or were likely to have occurred in or through the Environment at an administrative or root level, as well as any issues, downtime, exploitations, or vulnerabilities that can reasonably be traced back or connected to activities occurring at the administrative or root level ("Activities") in the Environment provided, that such Activities were not performed or authorized in writing by SonicWall. SonicWall's business records (or its designated Third Party Provider, as applicable) shall be final and determinative proof of whether any Activities were performed or authorized in writing by SonicWall.
   c. <u>Disclaimer of Warranties</u>. EXCEPT AS EXPLICITLY STATED HEREIN, ALL SERVICES, ADVICE AND OTHER INFORMATION AND MATERIALS PROVIDED BY SONICWALL ARE PROVIDED "AS IS." SONICWALL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, SONICWALL MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, ADVICE OR RESULTS FROM THE USE THEREOF, WILL MEET CUSTOMER'S, CLIENT'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

8. **TERM; SUSPENSION; TERMINATION**
   a. *<u>Term</u>*. This Agreement is effective as of the date on which you accept a Quote, which shall be no later than the date SonicWall facilitates a Service for Customer. ("Effective Date"). This Agreement will remain in effect during the Term. Renewals, if any, shall be subject to the then-current version of this Agreement. Upon the termination of this Agreement, all Services will immediately and permanently cease; however, the termination of this Agreement shall not

change or eliminate any fees that accrued and/or were payable to SonicWall prior to the date of termination, all of which shall be paid by Customer.

b. *Quotes*. The term of the Services will be as indicated in the applicable Quote ("Term"). The termination of Services under one Quote shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other Services under any other Quote between the parties. Each Quote will have its own term and will be terminated only as provided in this Agreement or the Quote.

c. *Suspension*. SonicWall may suspend Customer's rights under this Agreement immediately and without notice upon the earlier of the following: (a) non-renewal, cancellation or expiration of the subscription Term or Customer's failure to pay the applicable fees when due, (b) SonicWall's discontinuance of the Services, (c) Customer's failure to comply with any material term or condition of this Agreement, or (d) Customer is using the Services in a manner not intended or in violation of law.

d. *Transition; Deletion of Data*. If Customer requests assistance to transition away from the Services, SonicWall will provide reasonable assistance if (i) all fees due and owing to us are paid in full, and (ii) Customer agrees to pay our then-current hourly rate for such assistance, with up-front amounts to be paid as required in SonicWall's discretion. For clarity, retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. Customer agrees that any software configurations that SonicWall creates are SonicWall's proprietary information and that Customer has no right, title or interest in such configurations. Unless otherwise expressly stated in a Quote or prohibited by applicable law, SonicWall will have no obligation to store or maintain any Customer Data following the termination of this Agreement or the applicable Services.

9. OWNERSHIP of THIRD PARTY PRODUCTS

a. All Third Party Products are licensed, and not sold, to Customer and Customer's use of that software is subject to the terms and conditions of (i) this Agreement, (ii) the applicable Quote, (iii) written directions supplied by SonicWall, and (iv) any applicable Third Party Terms; no other uses of such Third Party Products are authorized or permitted.

10. SECURITY

a. <u>Virtual Security</u>. Customer agrees that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by malware downloaded or installed into the Environment. We do not warrant or guarantee that all malware, suspicious, or malicious activity will be capable of being detected, avoided, quarantined, or removed, or that any data deleted, corrupted, or encrypted by such malware ("Impacted Data") will be recoverable. Unless expressly stated in a Quote, SonicWall will not be responsible for activating multifactor authentication in any application in or connected to the Environment.

b. <u>Collection of Security Information</u>. To improve security awareness, Customer agrees that SonicWall and Third Party Providers (pursuant to the relevant End User Agreement) may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any personally identifiable information obtained in this manner is subject to the SonicWall Privacy Statement.

c. <u>Breach/Cyber Security Incident Recovery</u>. Remediation and/or recovery from a Security Incident (defined below) are Out-of-Scope Services. "Security Incident" means any attempted or actual unauthorized or impermissible access to or use of the Environment, or any attempted or actual unauthorized or impermissible disclosure of confidential information (such as user names,

passwords, etc.), or any other unauthorized activity that compromises or may tend to compromise the security, integrity, or privacy of the information or applications in, or the structure or integrity of, the Environment, or prevents or may tend to prevent normal access to the Environment, or impedes or disrupts the normal functions of the Environment.

d. Physical Security. Customer is solely responsible for implementing and maintaining reasonable physical security for the Environment amd all Devices. Customer agrees that (1) SonicWall has no responsibility or liability of any kind under this Agreement for any physical security related to the Environment; and (2) Customer's failure to implement adequate physical security could lead to Security Incidents in the Environment.

e. Penetration Testing; Vulnerability Assessment. Customer acknowledges that security devices, alarms, or other security measures, both physical and virtual, may be tripped or activated during any penetration testing process, despite efforts to avoid such occurrences. Customer is solely responsible for notifying any monitoring company and all law enforcement authorities of the potential for "false alarms" due to the provision of the penetration testing services, and agrees to take all steps necessary to ensure that false alarms are not reported or treated as "real alarms" or credible threats against any person, place or property. Some alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Environment, causing substantial downtime and/or delay to your business activities. Neither SonicWall nor our Third Party Providers will be responsible for any claims, costs, fees or expenses arising or resulting from (i) any response by any monitoring company or law enforcement authority to penetration testing services, or (ii) the partial or complete shutdown of the Environment by any alarm or security monitoring device.

f. No Third Party Scanning. Unless authorized by SonicWall in writing, Customer will not conduct any test, nor request or allow any third party to conduct any test (diagnostic or otherwise), of the Services ("Testing Activity").

11. MISCELLANEOUS

a. *Authority*. Customer hereby represents and warrants that SonicWall (or our designated Third Party Provider, if applicable) is authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the Environment (collectively, "Devices"), regardless of whether such Devices are owned, leased or otherwise controlled by Customer. Unless otherwise stated in writing by SonicWall, Devices managed under a Quote will not receive or benefit from the Services while those devices are detached from, or unconnected to, the Environment.

b. *Unknown Devices*. SonicWall is not responsible for the diagnosis or remediation of any issues in the Environment caused by the connection or use of any devices connected to the Environment that were previously unknown by SonicWall ("Unknown Devices"). SonicWall is not obligated to provide the Services to Unknown Devices.

c. *Data Deletion*. The information on equipment returned to SonicWall at the end of the Services or, if applicable, provided to SonicWall for in-warranty repair or replacement, will be deleted; however, SonicWall cannot and does not guarantee that deleted information will be rendered irrecoverable under all circumstances. Customer therefore agrees to permanently delete any personal, confidential, and/or highly sensitive information from such equipment before providing or returning that equipment to SonicWall.

d. *Compliance; No Legal Advice*. The Services are not intended, and will not be used, to bring Customer into compliance with any rule, regulation, or other legal requirement. The results of any Service nor any Advice or Service Plan ("Results") are provided as legal advice. Customer, and any

Client, is responsible for obtaining its own legal representation related to any applicable industry, regulatory, and/or statutory-related requirements.

e. *Disclosure*. Customer warrants and represents that it knows of no law or regulation governing Customer's business that would impede or restrict the provision or facilitation of the Services, or that would require SonicWall or our designated Third Party Provider(s) to register with, or report our provision or facilitation of the Services (or the results thereof), to any government or regulatory authority. Customer agrees to promptly notify SonicWall if Customer becomes subject to any of the foregoing which may require a modification to the scope or pricing of the Services. Similarly, if Customer is subject to responsibilities under any applicable privacy law (such as HIPAA), then Customer agrees to identify to SonicWall any data or information subject to protection under that law prior to providing such information to SonicWall or, as applicable, prior to giving us access to such information.

f. *No Fiduciary*. The scope of this Agreement is limited to the Services listed in the relevant Quote. No other relationship, fiduciary or otherwise, exists or will exist between the parties, including between SonicWall and any Clients. If, by operation of law, a fiduciary relationship is imposed or presumed for out-of-scope services, Customer hereby waives that relationship and any fiduciary obligations thereunder. SonicWall is an independent contractor, and is not Customer's employer, employee, partner, or affiliate.

g. *Fair Usage Policy*. SonicWall's Fair Usage Policy ("FUP") applies to all Services that are described or designated as "unlimited" as well as Services that are not expressly capped in the number of available usage hours per month. An "unlimited" service designation means that, subject to the terms of this FUP, Customer may use the applicable service as reasonably necessary to use the Service without incurring additional time-based or usage-based costs. However, unless expressly stated otherwise in the Quote, all unlimited services are provided during our normal business hours only and are subject to our technicians' availabilities. Customer agrees to refrain from (i) creating urgent support tickets for non-urgent or non-critical issues, (ii) requesting excessive support services that are inconsistent with normal usage patterns in the industry (e.g., requesting support in lieu of training), or (iii) requesting support or services that are intended to interfere, or may likely interfere, with our ability to provide our services to our other customers.

h. *Updates*. Patches and updates to hardware and software ("Updates") are created and distributed by Third Party Providers and may be supplied to SonicWall from time to time for installation into the Environment. If Updates are provided to Customer as part of the Services, SonicWall will implement and follow the manufacturers' recommendations for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, (iii) we will not be responsible for the remediation of any Device or software that is rendered inoperable or non-functional due to the Update, and (iv) SonicWall reserves the right to refrain from installing an Update until determining, in our reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware.

i. *No Poaching*. Each party (a "Restricted Party") acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Restricted Party will not, individually or in conjunction with others, directly or indirectly, hire or retain the services of any of the other party's employees with whom the Restricted Party worked (each, a "Restricted Employee"), or induce or influence a Restricted Employee to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this section that remains uncured after written notice of the violation is provided to the Restricted Party, the parties acknowledge and agree that the damages

to the other party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to one hundred thousand dollars ($100,000) or the amount that the other party paid to that employee in the one (1) year period immediately preceding the date on which the Restricted Party violated the foregoing restriction, whichever is greater. In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any Services under any then-current Quote immediately For Cause.

j. *Collections*. If SonicWall is required to send Customer's account to Collections or to start any Collections-related action to recover undisputed fees, SonicWall will be entitled to obtain legal counsel or retain an outside collection agency within Customer's state of business or state of incorporation for collection of amount(s) you owe to SonicWall. Customer agrees to pay any and all attorneys' fees, court costs, court ordered interest (if applicable), and/or collection fees relevant to SonicWall's efforts to secure payment, which may also include costs for necessary travel by SonicWall personnel in order to represent such claims in the your jurisdiction.

k. *Amendment*. Customer agrees that: (1) this Agreement may be amended from time to time and in SonicWall's sole discretion; (2) any such amended Agreement shall govern Customer's usage of the Services upon the renewal of any term; and (3) it is Customer's obligation to review the Agreement, and to ensure all Clients, if any, agree to the revised Agreement prior to any such renewal.

l. *Obsolescence*. If at any time any portion of the Environment becomes outdated, obsolete, reaches the end of its useful life, or acquires "end of support" status from the applicable Device's or software's manufacturer ("Obsolete Element"), then SonicWall may designate the Device or software as "unsupported" or "non-standard" and require Customer to update the Obsolete Element within a reasonable time period. If the Obsolete Element is not promptly replaced, then SonicWall may, in its discretion, (i) continue to provide or facilitate the Services to the Obsolete Element using "best efforts" only with no warranty or requirement of remediation whatsoever regarding the operability or functionality of the Obsolete Element, or (ii) eliminate the Obsolete Element from the scope of the Services by providing written notice (email is sufficient for this purpose). In any event, SonicWall makes no representation or warranty whatsoever regarding any Obsolete Element or the deployment, service level guarantees, or remediation activities for any Obsolete Element.

m. *Critical Vendor Status*. In the event that you declare bankruptcy, or there is an assignment for the benefit of creditors, then you agree that we are a "critical vendor" and you will take all steps necessary to have us designated as a "critical vendor" entitled to payment and all other statuses and priorities afforded to any of your other critical vendors.

n. *Marketing*. Customer agrees that, during the term of this Agreement, SonicWall may use Customer's company name, company location, and company's logos, trademarks, and service marks in our marketing and promotional materials solely to demonstrate that you are a customer of SonicWall.

o. *Counterparts*. The parties intend to sign, accept and/or deliver any Quote, this Agreement, or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one Agreement. By accepting the Quote and receiving the Services, Customer has agreed to this Agreement.

Revised May 20, 2024