Netskope Subscription Services Agreement

THIS NETSKOPE SUBSCRIPTION SERVICES AGREEMENT ("**Agreement**") GOVERNS THE USE OF NETSKOPE CLOUD SERVICES, AND ANY RELATED HARDWARE, SOFTWARE, IMPLEMENTATION SERVICES AND SUPPORT SERVICES DESCRIBED HEREIN TO BE PROVIDED BY NETSKOPE, INC. ("**Netskope**"). BY ACCESSING OR USING THE SERVICES, THE ENTITY PURCHASING, ACCESSING OR USING SUCH SERVICES (the "**Customer**") CONSENTS TO BE BOUND BY THIS AGREEMENT, INCLUDING ALL TERMS INCORPORATED BY REFERENCE. NETSKOPE PERMITS CUSTOMER TO ACCESS AND USE THE SERVICES ONLY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. Customer may obtain a subscription to access Services only by means of an Order placed with Netskope or Netskope's authorized third party resellers ("**Resellers**"). This Agreement and the terms referenced herein constitute the sole and entire agreement between the Parties with respect to the subject matter herein, and supersedes all prior discussions and agreements, whether written or oral, with respect to such subject matter. If Customer and Netskope have signed a separate written agreement for provision of Services, then the signed agreement shall control with respect to the Services provided under such agreement.

If Customer is receiving access to or use of Services, Software, or Hardware for evaluation, proof of concept, or demonstration purposes (collectively, "**Evaluation Services**") without charge, then Customer may only use the Evaluation Services for internal testing and evaluation purposes for a period of up to 30 days (or a pre-set lower period for interactive demonstrations) from the date of first access to the Evaluation Services (the "**Evaluation Period**"). For Evaluation Services, references herein to the Subscription Period shall mean the Evaluation Period. Netskope may, in its sole discretion, agree to extend the Evaluation Period by written authorization. At the end of the Evaluation Period, Customer must delete all Software and Documentation provided in connection with the Evaluation Services and must promptly return all Hardware in accordance with Netskope's instructions. Netskope may invoice for the full amount of any Hardware not returned within 30 days after the end of the Evaluation Period. Netskope may disable access to the Services automatically at the end of the Evaluation Period without notice. Sections 3.2 (*Increases in Subscription Units*), 5 (*Fees and Payment*) and 8.1 (*Netskope Warranties*) shall not apply to Evaluation Services. THE EVALUATION SERVICES ARE PROVIDED "AS IS", AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, NETSKOPE DISCLAIMS ALL GUARANTEES,

WARRANTIES AND REPRESENTATIONS RELATING TO THE EVALUATION SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1. Definitions. Capitalized terms used in this Agreement are defined in this Section or in the Section of this Agreement where they are first used.

1.1 "Affiliate" means any present or future entity controlling, controlled by, or under common control with, a Party.

1.2 "Customer Data" means the Payload and the Output Logs.

1.3 "Documentation" means Netskope's published specifications and documentation for the Services in effect as of the date the Services are purchased by Customer, as such specifications and documentation may be updated or revised by Netskope in connection with Service upgrades and updates issued pursuant to Support.

1.4 "Hardware" means the Netskope hardware products set forth in an Order that are provided by Netskope for use with a Service.

1.5 "Hardware Terms" means the terms applicable to Hardware set forth at https://www.netskope.com/hardware-terms.

1.6 "Implementation Services" means the configuration, training and other implementation services identified in an Order to be provided by Netskope to Customer as set forth in the applicable Implementation Services Description Document.

1.7 "Implementation Services Description Document" means the written scope description and related terms provided by Netskope that describe the Implementation Services.

1.8 "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs designed to provide unauthorized access to or impede use of the Services or systems connected to the Services.

1.9 "Order" means a written order form, purchase order or other ordering document pursuant to which Customer submits an order directly to Netskope or through a Reseller for the Services, Hardware, and/or Implementation Services, which is accepted by Netskope. Each Order shall include the Services and/or Hardware ordered, quantity of Subscription Units purchased, pricing, bill to, sold to, and the Subscription Period. No additional or conflicting terms included with or referenced in an Order shall apply.

1.10 "Output Logs" means the log files of transactions with third party cloud/SaaS/Web services or sites, which are created by the Services according to parameters and policies created and configured in the Services by Customer.

1.11 "Party" means Customer and Netskope individually, and collectively, the "Parties."

1.12 "Payload" means the network payload that Customer submits to the Services, including the data in packets and files that Customer transmits through the Services.

1.13 "Service Level Agreement" or **"SLA"** means Netskope's standard service levels and related terms available at https://www.netskope.com/support-terms.

1.14 "Services" means the online, Web-based applications provided by Netskope that are set forth in an Order, and, if applicable, use of Software provided by Netskope to access the Services.

1.15 "Software" means the software, tools or other software, in object code form, that Netskope may provide for use on computers or personal devices in connection with the Services or embedded on Hardware.

1.16 "Subscription" means permission for Customer to access and use the Services for the limited Subscription Period and Subscription Units purchased by Customer pursuant to an Order.

1.17 "Subscription Period" means the period of time each Subscription remains in effect as provided in the applicable Order.

1.18 "Subscription Units" means the units used by Netskope for determining Subscription entitlements and fees as set forth at https://www.netskope.com/subscription-unit-charges, as updated from time to time in connection with changes in offerings.

1.19 "Support" means Netskope's standard maintenance and support services and related terms available at https://www.netskope.com/support-terms.

2. Purchases through Resellers. Unless otherwise agreed by Netskope, the Services shall be purchased by submitting an Order through a Reseller. The terms of this Agreement apply to Services and Hardware purchased through Resellers, except the fees charged by the Reseller and terms relating to invoicing, currency, payment, and taxes shall be as agreed between Customer and the Reseller. All other obligations of Netskope regarding Services ordered from Resellers are only as expressly set forth in this Agreement. Resellers are not authorized to bind or obligate Netskope to any different or additional terms or commitments. As between Netskope and Customer, in the event of a conflict between the terms of this Agreement and the terms of the agreement between Customer and the Reseller, the terms of this Agreement shall control.

3. Services.

3.1 Provision of Services; Access. Services are purchased as Subscriptions and made available only for the stated Subscription Period and Subscription Units purchased. Subject to the terms of this Agreement, Netskope grants Customer a non-exclusive, non-

transferable (except as otherwise stated in Section 13.7 (*Assignment*)) right during the Subscription Period to access and use the Services for the number of Subscription Units set forth in the applicable Order, only for Customer's own use in accordance with the Documentation. Permitted use includes use by Customer's Affiliates, service providers and other third parties authorized by Customer (collectively, "**Authorized Parties**") provided that such entities are not competitors of Netskope and that Customer shall remain responsible for all use by Authorized Parties under Customer's Subscription in compliance with this Agreement. Services are subject to data maintenance or other capacity limitations described in Netskope's quotation for the Services, in accordance with the applicable Subscription Unit terms.

3.2 Increases in Subscription Units. Customer may purchase additional Subscription Units at any time during a Subscription Period by submitting an Order. Fees charged by Netskope for Subscription Units added during a Subscription Period will be consistent with the per Subscription Unit fees charged for the same Subscription Period. During the Subscription Period, Customer and Netskope shall cooperate in good faith to determine if actual Service usage exceeds the number of Subscription Units purchased. Customer shall provide information reasonably requested by Netskope for such purposes and written confirmation of Service usage quantities if requested by Netskope in connection with renewals. If Customer is notified that actual usage exceeds purchased Subscription Units, Customer shall within 30 days either purchase additional quantities sufficient for actual usage, or immediately cease Service usage that exceeds the purchased Subscription Unit quantity.

3.3 Software License. If Netskope provides Software for use of the Services, then Netskope grants Customer a nonexclusive, nontransferable (except as otherwise stated in Section 13.7 (Assignment)) license to install and use the Software only in object code form on compatible devices identified in the Documentation, solely for permitted use of the Services during the Subscription Period and in accordance with the applicable Order. Software provided for use on Hardware may only be installed on the applicable Hardware, and may cease to function upon the expiration or termination of the Services. Customer's use includes use by Authorized Parties in accordance with Section 3.1 (Provision of Services; Access) as necessary for provision of the Services. Except as expressly licensed above, Netskope retains all ownership of and rights in the Software. The Software may not be decompiled, disassembled, decoded, reverse engineered, or modified (except to the limited extent that applicable law prohibits such restrictions), nor may it be disclosed, distributed, or made available to third parties other than Authorized Parties accessing the Services.

3.4 Netskope Responsibilities. During the Subscription Period, Netskope will provide the Services in accordance with applicable SLAs and will provide Support for the Services. Netskope may, without liability, suspend, limit or throttle the Services (i) as necessary to prevent an attempted security breach or cyber-attack, (ii) in order to protect Netskope's or its customers' systems, (iii) prevent abuse of Netskope's systems, including surges or spikes in Customer's usage beyond purchased Subscription Units, or (iv) if required by a governmental entity or law enforcement agency. For actions affecting multiple customers, Customer will receive notice of such suspension, to the extent and in the manner, that

Netskope provides a notification to its other affected customers. For actions specific to Customer, Netskope will endeavor to provide notice to Customer in advance where practicable under the circumstances.

3.5 Customer Responsibilities. Customer shall (i) be responsible for its Authorized Parties' and Users' compliance with this Agreement, (ii) be solely responsible for the integrity, encryption and legality of the Payload it submits to the Services and for the selection of Output Logs to be generated, (iii) use reasonable measures to prevent unauthorized access to or use of the Services, and notify Netskope promptly upon Customer becoming aware of any such unauthorized access or use, and (iv) use the Services only in accordance with the Documentation and applicable laws and government regulations. Customer shall ensure that it has purchased or obtained all necessary licenses or subscriptions required to properly access and use third party services (including, without limitation, Microsoft Office 365) that are monitored or scanned by Services.

4. Implementation Services.

4.1 Implementation Services. Netskope will provide the Implementation Services identified in an Order, in accordance with this Section 4 (*Implementation Services*) and the Implementation Services Description Document. Implementation Services consist only of services to assist Customer with implementation and configuration of existing Netskope functionality in the Services. Netskope will not provide custom development or changes to the Netskope Services or Software as a part of the Implementation Services. Similar Implementation Services may be provided to Netskope's other customers.

4.2 Personnel. Netskope personnel assigned to perform the Implementation Services will be professional and qualified in the performance of the Implementation Services. If Customer, in its reasonable judgement, believes that Netskope personnel assigned to the Implementation Services do not meet the requirements in this Section 4 (*Implementation Services*), Netskope will use reasonable efforts to replace such personnel.

4.3 Tools and Work Product. Customer understands the results of the Implementation Services are generally applicable to Netskope's business and may be provided using pre-existing or independently created templates, tools, scripts, policies and similar materials and generally applicable modifications of the foregoing (collectively, "**Netskope Tools**"). Any reports, diagrams, configuration documentation and similar materials that may be created specifically for Customer pursuant to the Implementation Services, if any, ("**Customer Work Product**") will be owned by Customer, excluding configurations of Netskope's services and Netskope Tools (ownership of which is retained by Netskope). Netskope hereby grants Customer a limited, non-exclusive, royalty-free, non-transferable worldwide license to use the Netskope Tools as incorporated in the Customer Work Product solely for Customer's internal purposes in connection with its use of the Services.

4.4 Access. Customer acknowledges that timely access to Customer information, personnel or other resources may be necessary for the provision of Implementation Services, and Netskope shall not be liable for any delay or deficiency resulting from Customer's delay.

4.5 Change Request. Customer may submit written requests to Netskope to change the scope of Implementation Services. Netskope will promptly notify Customer if it believes that the requested change requires an adjustment to the fees, schedule, assumptions or scope for the performance of the Implementation Services. Neither party is bound by a change request unless agreed in writing by both parties pursuant to a mutually executed amendment or change order.

5. Fees and Payment.

5.1 Reseller Orders. Notwithstanding Sections 5.3 (Payment Terms) and 5.4 (Taxes), for Orders placed through Resellers, terms regarding invoicing, payment terms and taxes agreed between the Reseller and Customer will apply as agreed between Reseller and Customer.

5.2 Fees. Customer shall pay all fees set forth in Orders and fees properly invoiced for Subscription Units added during the applicable Subscription Period. Subscription and Support fees are invoiced in advance, upon Netskope's acceptance of the Order. Unless otherwise stated in the Implementation Services Description Document, Implementation Services fees are invoiced in advance upon acceptance of the Order. Fees are committed for the Subscription Period and are nonrefundable by Netskope except as expressly stated in Section 11.5 (*Effect of Termination*) below. Netskope does not provide credits or refunds for unused Subscription Units or reductions in usage. All fees quoted and charged by Netskope are in United States Dollars.

5.3 Payment Terms. Fees invoiced by Reseller will be due to the Reseller and payable as agreed between Customer and Reseller. Fees invoiced by Netskope, if any, will be due and payable within 30 days after receipt of invoice from Netskope.

5.4 Taxes. Netskope's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Netskope has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 5.4 (*Taxes*), the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Netskope with a valid tax exemption certificate. For clarity, Customer is not responsible for taxes assessable against Netskope based on Netskope's income, property, and employees.

5.5 Expenses. Netskope will not be entitled to reimbursement for travel, living or other expenses incurred in the performance of this Agreement unless provided in the Order, Implementation Services Description Document, or otherwise pre-approved by Customer in writing. For reimbursed expenses, Netskope will provide Customer with copies of receipts and other customary documentation.

5.6 Hardware. Delivery, shipment, replacement, warranty and other terms relating to Hardware are as set forth in the Hardware Terms.

6. Proprietary Rights; Customer Data.

6.1 Reservation of Rights. Netskope reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights to Services or Software, express or implied, are granted to Customer other than as expressly stated in this Agreement.

6.2 Restrictions. Customer shall not (i) sell, rent, lease or make the Services available to or for the benefit of any third party or otherwise permit any third party other than an Authorized Party to access the Services unless otherwise expressly permitted in this Agreement, (ii) knowingly use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material in violation of third-party privacy rights or any Malicious Code, (iii) seek to interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (iv) create derivative works based on the Services, (v) seek to gain unauthorized access to restricted aspects of the Services or related systems or networks, reverse engineer or otherwise seek to discover any underlying algorithms or nonpublic aspects of the Services or Software, (vi) publicly disseminate Services performance information or analysis (including without limitation benchmarks) except with Netskope's prior written consent, or (vii) access the Services in order to (a) build a competitive product or service, (b) copy any features, functions or graphics of the Services, or (c) attempt to gain unauthorized access to the Services.

6.3 Ownership of Customer Data; Data Retention. As between Netskope and Customer, Customer exclusively owns all rights, title and interest in and to the Customer Data. Unless extended storage is purchased for a Subscription, Output Logs maintained by the Services will be retained by Netskope for rolling 90 day periods prior to deletion. During such period, the Output Logs may be accessed, transferred and deleted by Customer.

6.4 Protection of Customer Data. Taking into account the nature, scope, context, and purposes of processing, the state of the art, and the costs of implementation, Netskope maintains reasonable and appropriate administrative, physical, and technical safeguards designed for the protection of the privacy, security and integrity of Customer Data as set forth in Netskope's then current data security and privacy practices description, which will be made available to Customer upon request. Netskope will also provide Customer with a copy of Netskope's most recent SOC2 or similar third party annual audit report upon Customer's request. Further, Netskope shall not (i) provide Customer Data to third parties except as compelled by law in accordance with Section 7.3 (*Compelled Disclosure*) below or as expressly permitted in writing by Customer, or (ii) access or use Customer Data except to provide the Services in accordance with this Agreement, to monitor, prevent or address service, security or technical issues in the Services, Software and Hardware, or at Customer's request in connection with customer support matters. Netskope shall notify Customer promptly and without undue delay if Netskope becomes aware of an unauthorized acquisition or use of Customer Data in connection with the Services.

Netskope shall not be responsible for security of data on Hardware returned to Netskope; Customer shall be solely responsible for deleting all data from Hardware prior to placing for shipment to Netskope.

6.5 Use of Other Data and Feedback. Netskope uses Aggregated Data for purposes that include (i) maintaining, improving and/or analyzing the Services, including analytics and reporting, (ii) complying with legal or contractual requirements, (iii) collecting information regarding threats, vulnerabilities, malicious attacks, unwanted content and other networking issues, and making such information available to its security and networking affiliates, and (iv) developing, distributing and publishing measures and reports based on Aggregated Data. In addition, Netskope may retain and use for research and mitigation purposes viruses, malware, and similar code constituting security threats, provided that Netskope removes any identifiers of Customer or individuals from the file. "**Aggregated Data**" means data related to use of the Services that (i) does not identify Customer, Authorized Parties or any natural person, and (ii) is combined with the data of other customers, users or additional data sources. Netskope shall also have the right, but not an obligation, to use or act upon any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the Services (collectively **"Feedback")** without payment to Customer. Netskope acknowledges that all Feedback is provided "as-is" without warranty of any type.

6.6 Location of Customer Data. The Services are provided using data centers and hosting services globally. However, in connection with Customer's configuration and implementation of the Service, Customer will select an available configuration for transmission of Payload and retention of the Output Logs that Customer deems appropriate for its compliance requirements, which may geographically limit the data centers used. Available configurations include storage of Output Logs at a data center within the European Union or the United States, as determined by the Customer. Except with Customer's consent, Netskope will not store Output Logs in countries other than in accordance with the configuration selected by Customer. Netskope will not store Payload except temporarily for scanning and processing as necessary to provide the Services.

7 Confidentiality.

7.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer shall include Customer Data; Confidential Information of Netskope shall include the Services as well as audits, reports, security documentation, alerts and notices, and performance information relating to the Services; Confidential Information of each Party shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the

Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2 Protection of Confidential Information. The Receiving Party shall not disclose to third parties or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) to prevent unauthorized disclosure to third parties any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Additionally, the Receiving Party shall provide prompt notification to the Disclosing Party of any unauthorized access to or disclosure of Confidential Information in the Receiving Party's possession of which the Receiving Party becomes aware.

7.3 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

7.5 Return or Destruction of Materials. Upon termination of this Agreement or Order, each Receiving Party will deliver to the Disclosing Party or securely destroy and certify destruction (at the Disclosing Party's election) all Confidential Information of the Disclosing Party.

8. Warranties and Disclaimers.

8.1 Netskope Warranties. Netskope warrants that (i) the Services shall perform materially in accordance with the Documentation, (ii) the functionality and security of the

Services will not be materially decreased during the Subscription Period, and (iii) Netskope will employ then-current industry standard measures to monitor systems used to provide the Services to detect and remediate Malicious Code intended to negatively impact the operation or performance of the Services. As Customer's exclusive remedy for a breach of the warranties set forth in this Section 8.1 (*Netskope Warranties*), Netskope shall use commercially reasonable efforts to correct the non-conforming Services, and in the event Netskope fails to successfully correct the Services within a reasonable time after receipt of written notice from Customer identifying the non-conformity, then Customer shall be entitled to terminate the applicable Services and receive a refund of any prepaid, unused fees for the remainder of the Subscription Period of the non-conforming Services in accordance with Section 11.4 (*Termination for Cause*) and Section 11.5 (*Effect of Termination*) below. Warranty terms relating to Hardware are set forth in the Hardware Terms.

8.2 Customer Warranties. Customer represents and warrants that it has all (i) rights and consents necessary to provide, monitor and collect the Customer Data without violating applicable laws or third party rights, and (ii) licenses and subscriptions for Customer's third party services and websites Customer accesses or uses that are monitored or scanned by the Services.

8.3 Mutual Warranties. Each Party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) its performance of this Agreement will not conflict with any obligations it has to third parties.

8.4 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, NETSKOPE AND ITS SUPPLIERS HEREBY DISCLAIM ALL (AND HAVE NOT AUTHORIZED ANYONE TO MAKE ANY) WARRANTIES RELATING TO THE SERVICES, IMPLEMENTATION SERVICES, ANY SOFTWARE OR HARDWARE PROVIDED OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NETSKOPE MAKES NO WARRANTY REGARDING ANY THIRD PARTY SERVICE SCANNED BY OR INTEROPERATING WITH THE SERVICE.

9. Mutual Indemnification.

9.1 Indemnification by Netskope. Netskope shall defend and indemnify Customer against any claim, demand, suit, or proceeding ("**Claim**") made or brought against Customer by a third party alleging that the Services, Implementation Services, or Hardware, as provided by Netskope, infringe or misappropriate the intellectual property rights of a third party, or violates applicable law. In the event the Services are held to be infringing, Netskope shall use reasonable efforts to obtain the right for Customer to continue use of the infringing Services or Hardware, substitute the Services or Hardware, with other services or equipment having similar operating capabilities and/or performance, or modify the Services or Hardware so that they are no longer infringing or subject to a third party claim. If Netskope determines that none of the above options are commercially practicable,

Netskope or Customer may terminate this Agreement and Netskope shall provide a refund of the fees paid for the Services and Hardware prorated for the remainder of any prepaid Subscription Period after termination.

9.2 Indemnification by Customer. Customer shall defend and indemnify Netskope against any Claim made or brought against Netskope by a third party arising from Customer's provision, monitoring or collection of Customer Data in violation of applicable laws or third party rights.

9.3 Indemnification Procedures. As a condition to either Party's ("**Indemnifying Party**") obligation to indemnify the other Party ("**Indemnified Party**") under this Agreement, the Indemnified Party will: (i) provide the Indemnifying Party with prompt written notice of any Claim that would give rise to liability of the Indemnifying Party under this Agreement, provided that failure to give timely notice will not relieve the Indemnifying Party of its obligations to the extent that such failure does not materially prejudice the Indemnifying Party's ability to defend or settle such Claim without liability, (ii) tender sole control of the defense and settlement of such Claim to the Indemnifying Party, provided that the Indemnifying Party will not settle any such Claim in a manner that does not fully discharge the Claim or imposes obligations on the Indemnified Party, without the written consent of the Indemnified Party, (iii) provide the Indemnifying Party, at the Indemnifying Party's expense, with such assistance with respect to the Claim as the Indemnifying Party may reasonably request, and (iv) not disclose the terms of any settlement with respect to the Claim unless required to do so by judicial or other government order, and will not publicize, or permit any third party to publicize, any such settlement without the Indemnifying Party's prior written consent. Further, the Indemnified Party may participate in the defense or settlement of a Claim with its own counsel at its expense.

9.4 Exclusive Remedy. This Mutual Indemnification Section states the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy against, the other Party for any type of Claim described in this Section.

10. Limitation of Liability.

10.1 Limitation of Liability. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT, AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 9 (*MUTUAL INDEMNIFICATION*), OR CUSTOMER'S LIABILITY FOR BREACH OF USE RESTRICTIONS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID OR PAYABLE TO NETSKOPE UNDER THIS AGREEMENT IN THE PRIOR TWELVE MONTH PERIOD.

10.2 Exclusion of Consequential and Related Damages. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT, EACH PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 9 (*MUTUAL INDEMNIFICATION*) AND CUSTOMER'S LIABILITY FOR BREACH OF USE RESTRICTIONS, NEITHER CUSTOMER, NETSKOPE, NOR NETSKOPE'S SUPPLIERS, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT

MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, (B) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, (C) FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. Term and Termination.

11.1 Term of Agreement. This Agreement commences on Customer's purchase of a Subscription and continues until the last Subscription Period has expired or been terminated as set forth below.

11.2 Term of Subscriptions. Each Subscription Period begins on the start date specified in the applicable Order and continues for the duration of the Subscription Period specified therein. If no start date is specified in the Order, then the Subscription Period begins on the date following the Order when Netskope notifies Customer that the Services are available and provides account information and codes required to access the Services. Notwithstanding the foregoing, if a Service includes Hardware, then the Subscription Period of the Service begins on the date stated in the Hardware Terms. Customer's Subscription will terminate and Netskope may cease providing the expired Services without further notice or liability, unless prior to the expiration of the then current Subscription Period, Netskope receives and accepts an Order for a subsequent Subscription Period.

11.3 Termination without Cause. Customer may terminate Implementation Services at any time for any reason or no reason upon 30 days prior written notice to Netskope. In the event of any such termination without cause, Netskope will not invoice for the Implementation Services performed after the effective date of termination. In addition, Customer may cease use of the Services at any time without reason. In the event of any such cessation of Services or termination without cause, no return or refund of any prepaid fees will be provided.

11.4 Termination for Cause. Either Party may terminate this Agreement and all Services and Implementation Services for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.5 Effect of Termination. Upon any expiration or Customer's or Netskope's termination as permitted hereunder, Customer shall pay all accrued but unpaid fees within 30 days of such expiration or termination. For Customer's termination under Section 11.4 (Termination for Cause) or other termination for cause specified in this Agreement, Netskope shall refund Customer prepaid fees received by Netskope for the remainder of the Subscription Period after the effective date of termination. For Netskope's termination

pursuant to Section 11.4 (Termination for Cause), or for Customer's termination pursuant to Section 11.3 (Termination without Cause), Netskope shall not be obligated to refund any prepaid fees, and Customer shall pay within 30 days of Netskope's notice, all remaining unpaid fees under a multi-year Subscription with committed multi-year payments as stated on the Order.

11.6 Deletion of Output Logs. For a period of 90 days after the effective date of termination, Netskope will make available to Customer the Output Logs maintained in the Services in the same format available to Customer during the Subscription Period. At the end of such 90 day period, or earlier if requested by Customer, Netskope shall, unless legally prohibited, delete all Output Logs retained by the Services and certify destruction of the same in writing.

11.7 Surviving Provisions. The Sections titled *Fees and Payment, Proprietary Rights; Customer Data, Confidentiality, Warranties and Disclaimers, Mutual Indemnification, Limitation of Liability, Effect of Termination, Deletion of Output Logs, Surviving Provisions and General Provisions* shall survive any termination or expiration of this Agreement.

12. Insurance. Without limitation to the remainder of this Section, Netskope will maintain liability insurance for claims under workers' compensation and state disability acts as required by law. Netskope will also maintain for the term of this Agreement (i) Errors and Omissions-Professional Liability/Cyber Liability insurance with a limit not less than USD $3 million, (ii) Commercial General Liability insurance with a limit not less than USD $1 million, and (iii) Automobile Liability insurance with a limit not less than USD $1 million. Netskope may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.

13. General Provisions.

13.1 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

13.2 No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

13.3 Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, or (ii) the second business day after placement with a recognized international overnight courier for next business day delivery with confirmation of receipt. Notices to Netskope shall be delivered to Attn: Legal at Netskope's principal office with copy via email to legal@netskope.com. Service-related notices to Customer provided in connection with support will be sent by email addressed to the relevant support contacts designated by Customer. Communications with Netskope for purchases, renewals and increases to Subscription Units shall be addressed to Netskope's designated business contact for this Agreement.

13.4 Government End User. If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations ("**FAR**"), Customer acknowledges that elements of the Services constitute software and documentation and are provided as "**Commercial Items**" as defined in 48 C.F.R. 2.101 and are being licensed to U.S. government User as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101, 12.211 and 12.212. If acquired by or on behalf of any agency within the Department of Defense ("**DOD**"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of the Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("**DFARS**") and its successors. This *Government End User* Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

13.5 Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

13.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.7 Assignment. Neither Party may assign any of its rights or obligations hereunder, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign or transfer this Agreement in its entirety (including all Orders), without consent of the other Party, to its Affiliate or to an acquirer in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

13.8 Governing Law and Venue. This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the Uniform Computer Information Transactions Act or United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts located in the Northern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts.

13.9 Force Majeure. Neither Party shall be liable for any breach, or delay in performance, of its obligations under this Agreement (other than payment obligations) if the breach or delay is caused by fire, flood, earthquake, act of God, war, riot, civil disorder, terrorism, pandemic disease or related government orders, telecommunications outages or disruptions, shortages in available capacity or supply, or any other event beyond the reasonable control of the affected Party.

13.10 Modification; Conflicts. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. No terms or conditions stated in any order confirmation, purchase order or in any other order documentation shall apply. In the event of any conflict between the terms of this Agreement and an Order, the terms of this Agreement shall control.

Version updated October 6, 2022.