

End User License Agreement for SonicWall NSv

SonicWall licenses its software on the conditions below, and on the condition that Customer agrees to this EULA. If Customer does not wish to agree to this EULA, (i) Customer does not have a license to the software and (ii) Customer may not download, install, activate or otherwise use any of the software, and (iii) Customer must promptly return the software. Customer's use of the Software is conclusive evidence that it agrees to this EULA.

The individual who indicates the Customer's agreement to this EULA personally represents to SonicWall that he or she is authorized to agree to this EULA on behalf of the Customer.

This SonicWall End User License Agreement (the "EULA") is between the SonicWall entity identified in the Definitions section and the person (legal entity or natural person) identified in an Order as the purchaser of SonicWall Products or on whose behalf the Software is used ("Customer").

1. Definitions. The following terms, when capitalized, have the following meanings:

1.1 Affiliate means a legal entity that controls, is controlled by, or is under common control with the person referred to, for so long as such control exists.

1.2 Agreement means this EULA; applicable terms and conditions posted at www.sonicwall.com and mysonicwall.com, and the Order(s), collectively.

1.3 Documentation means the general release versions of user and administrative manuals and other documentation and technical policies for the Software or Services, as updated from time to time by SonicWall.

1.4 Maintenance means SonicWall provision of updates and upgrades to the Software.

1.5 Malware means viruses, spyware, adware, or other unauthorized code or information that is designed to interrupt the normal use of the Software or the systems on which any part of the Software is installed, destroy or corrupt any data, or covertly transmit information.

1.6 MSP Agreement has the meaning given in Section 4 (Managed Services).

1.7 MSP Client has the meaning given in Section 4 (Managed Services).

1.8 Order refers to the Customer's order for the Product that includes the Software license and related subscription and Support as reflected in the order acknowledgement, invoice or separately-signed agreement with SonicWall.

1.9 Outsourcer means a third party under contract with Customer to provide services to Customer in support of Customer's internal business operations.

1.10 Partner means a reseller or distributor that is authorized by SonicWall to offer and sell the Products.

1.11 Personal Data has the meaning given in Section 16 (*Personal Data*).

1.12 Products means the licenses, subscriptions, and service offerings for Software, Services, and Support described in an Order.

1.13 Services means the service offerings that may be offered by SonicWall from time to time including without limitation Threat Update Services.

1.14 Software means (i) the general commercial release of SonicWall software that is either identified in an Order that references this EULA or that is distributed or enabled on media or systems that include or display this EULA, (ii) the Documentation, and (iii) updates and enhancements to either of the them provided to Customer by SonicWall or its Partner as part of Support or otherwise.

1.15 SonicWall means (i) for Customers located in the United States, SonicWall Inc., with its principal place of business located at 1033 McCarthy Blvd., Milpitas, CA 95035, USA and (ii) for Customers located outside the United States, SonicWall International Ltd. located at City Gate Park Mahon, Cork, Ireland.

1.16 Support means a defined set of Support commitments for a defined period that includes Maintenance, Technical Assistance, and access to online support materials as further described on SonicWall's website and the applicable Order.

1.17 Support Exclusions has the meaning given in Section 10 (*Support*).

1.18 Technical Assistance means assistance with the use or operation of the Software or Services provided on Customer's request.

1.19 Threat Update Services has the meaning given in Section 3 (*Services*).

1.20 Third Party Technology means software or other technology that Customer licenses directly from a third party for use with the Software or Services.

2. Software License.

2.1 General License Provisions. The executable version of the Software is licensed to Customer on a non-exclusive basis, subject to the following terms, conditions and restrictions set forth in this Agreement including without limitation this Section 2:

2.1.1 Use. The Software is licensed for Customer's internal use or, for Customer's use as a managed service provider if Customer has purchased a managed services license, subject to the additional provisions of Section 4 (Managed Services);

2.1.2 License Term. The license is either a perpetual or subscription license as indicated in the Order or as otherwise provided in this EULA. The license may be terminated or revoked as provided in Section 8 (Term and Termination);

2.1.3 Assignment. The license may not be transferred or assigned except as part of an assignment of the Agreement that is permitted by Section 18.3 (Assignment);

2.1.4 Sublicense. If Customer has purchased the appropriate license, Customer may sublicense the Software to: (i) its Managed Services Clients, as permitted by Section 4 (Managed Services), or (ii) Outsourcers. Customer may not otherwise sublicense the Software. Each sublicense is subject to all the terms, conditions, and restrictions applicable to the Customer license;

2.1.5 License Fees. The license is conditional on Customer's payment of the applicable fees;

2.1.6 Territory. The license is worldwide, subject to applicable export law;

2.1.7 Copies. Customer may copy the Software as reasonably necessary for its licensed use. Customer may make one backup copy for use in the event the production version of the Software becomes unavailable. Customer must retain all SonicWall proprietary and restricted rights notices on each copy of the Software. Customer may not otherwise copy the Software.

2. Restrictions. Customer may not do any of the following:

2.1.1 use the Software in excess of the licensed quantities of users, hosts and other specifications for the Product purchased;

2.1.2 reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the Software, or any part thereof unless and to the extent (a) such restrictions are prohibited by applicable law and (b) Customer has requested interoperability information in writing from SonicWall and SonicWall has not provided such information in a timely manner;

2.1.3 modify, translate, localize, adapt, create or prepare derivative works of the Software or any part of it;

2.1.4 publish any performance analysis or other "benchmarking" data without SonicWall's prior written consent;

2.1.5 authorize as a user any individual other than its personnel or the personnel of its permitted sub-licensees;

2.1.6 resell, distribute, rent, lease, or loan the Software except to the limited extent expressly permitted

by Section 4 (Managed Services);

2.1.7 use the Software to create or enhance a competitive offering or for any other purpose that is competitive to SonicWall;

2.1.8 use the Software as part of any high-risk activity as described in Section 11.3 (High-Risk Disclaimer);

2.1.9 use the Software to violate applicable laws;

2.1.10 use or configure the Software other than in accordance with the Documentation; or

2.1.11 enable the Software using any means other than the license keys or other enabling information provided by SonicWall or the Partner.

2.3 Open Source Software. Notwithstanding anything to the contrary stated in the Agreement, nothing in this Agreement prohibits or restricts Customer from exercising additional or different rights to any open source software that may be contained in or provided with the Software in accordance with the applicable open source software licenses. Information on open source software and licenses is either included with the Software or published on SonicWall's website.

3. Services. This Section applies to the SonicWall's provision of threat intelligence updates ("**Threat Update Services**") to the Software. For clarity, updates to the Software code are "Maintenance" covered by the provisions for Support in Section 10 and not this Section. The Threat Update Services are provided on a limited subscription term basis for the period stated in the applicable Order, or if no term is stated for an initial term of one month. The Threat Update Services will not function unless Customer maintains a current subscription and complies with SonicWall's enablement instructions. On expiration of the initial term, the Threat Update Services will end unless Customer has renewed the subscription and complied with any updated enablement instructions provided by SonicWall. SonicWall has no obligation to deliver updated threat intelligence information following expiration or earlier termination of the subscription. SonicWall will use commercially reasonable efforts to make the Threat Update Services continuously available but does not warrant or represent that the Services will be continuously available. **SonicWall does not warrant or represent that the Threat Update Services will enable the Software to detect all threats or keep the Customer's network or systems free from all Malware and security breaches.** The threat intelligence information included with the Software as initially delivered and as updated by means of the Threat Update Services is SonicWall's Confidential Information. As between SonicWall and Customer, the threat intelligence information is SonicWall's proprietary information, and is licensed to Customer subject to the provisions and conditions applicable to the Software. In addition, the threat intelligence information is licensed to Customer for use solely in connection with the Customer's licensed use of the Software.

4. Managed Services. If SonicWall offers a license product that authorize use for managed security services, and Customer purchases that license product, Customer may use the Software and Services to provide managed security services to its clients pursuant to a written subscription agreement signed by

Customer and the Customer's client (the "**MSP Client**") that includes provisions that: (i) restrict the MSP Client's use of the Software and Services to the use of the Customer offering; (ii) restricts the use of the Software and Services to MSP Client's internal business purposes; (iii) prohibits any assignment, transfer and sublicensing of the Software or Services; (iii) protects SonicWall's intellectual property and confidential information and protects SonicWall from liability and risk with provisions at least as stringent as those provisions applicable to Customer in this EULA, including Section 2 (Software License), Section 3 (Services), Section 8 (Term and Termination), Section 9 (Export), Section 11 (Warranty Disclaimer), Section 12 (Third Party Technology), Section 13.2 (Customer Indemnification), Section 14 (Limitation of Liability), Section 15 (Confidential Information), Section 16 (Personal Data), Section 18.5 (Reservation of Rights), and Section 18.7 (Use by U.S. Government) (the "**MSP Agreement**"). In addition, the MSP Agreement must enable Customer to comply with Section 14 (Compliance Verification) as to the MSP Client's use and must include a statement that the MSP Client has no recourse or claim whatsoever against SonicWall with respect to the Software or Services but shall look solely to the Customer. Customer may install the Software on equipment owned and operated by the MSP Client provided that Customer retains administrative control of the Software. Customer may install and use the Software on a Customer controlled cloud environment and provide the managed services as a cloud offering. Customer shall interact with the MSP Client in regard to all Support issues and shall not refer the MSP Client to SonicWall for Technical Assistance or other Support unless otherwise expressly agreed in advance in writing. On SonicWall's request, Customer shall report the names and geographic locations of each MSP Client and any other information that SonicWall may reasonably request in connection with the use authorized under this Section.

5. Evaluation, Proof of Concept. If SonicWall authorizes Customer to use the Software or Services on an evaluation, "proof of concept," or similar basis (with or without charge) (an "**Evaluation License**"), the following additional terms, conditions and restrictions apply unless otherwise expressly agreed in writing: (i) the license or services term is ninety (90) days and may be terminated by SonicWall prior to expiration at any time on written notice, with or without cause; (ii) the Software or Services may not be used in production, and may not be used to process or store production data or Personal Data; (iii) the Software or Services are provided **AS IS**, and **AS AVAILABLE** during the term of the Evaluation License; (v) unless otherwise agreed SonicWall has no obligation to provide Support during the term of the Evaluation License and any support that is provided is provided **AS IS** and **AS AVAILABLE**. Customer's continued use of the Software or Services beyond the authorized evaluation period constitutes a purchase of a production license for the Software, and SonicWall will invoice Customer for the license or services at its then-current list price.

6. Delivery. Unless otherwise expressly stated in the Order, SonicWall shall deliver Software electronically by making the Software and enabling information available on SonicWall's Internet accessible download site. Delivery is deemed fulfilled and complete and the license and Support terms will begin as of the day that SonicWall has made the enabling or access information available to Customer.

7. Quotes, Fees, Payments, Taxes.

7.1 Quotes & Fees. Customer must notify SonicWall within thirty days of the invoice date if Customer

believes any part of its Order is missing or incorrect. Acceptance of one Order by SonicWall is independent from any other Order. Quoted prices are effective until the expiration date of the SonicWall quote but may be subject to change. SonicWall may revise or discontinue products, services, and Third Party Products at any time, including after Customer places an Order, but prior to SonicWall's shipment or performance. As a result, products and services Customer receives may differ from those ordered. However, SonicWall branded Products will materially meet or exceed published specifications for the Products. Orders may contain charges for shipping and handling. SonicWall is not responsible for pricing, typographical, or other errors in any offer and may cancel Orders affected by such errors. If Customer's purchase is made through a Partner, then the provisions related to credit, invoicing, payment, returns, ordering, taxes, and cancellation terms for the purchase do not apply and will be as agreed between Customer and the Partner. Customer may not use Software or Services in a greater amount than the systems specifications limits stated or referenced in the Documentation for the Product they purchase. Customer may not undermine SonicWall's technical means of enforcing compliance with the specifications. Unless otherwise stated in the Agreement, fees are invoiced and must be paid in United States Dollars. Unless stated otherwise in the Agreement, fees are non-refundable.

7.2 Payment. If Customer purchases SonicWall Products directly from SonicWall, the payment provisions in this Section apply. Orders are subject to credit and credit approval and are subject to SonicWall's acceptance, at its sole discretion. SonicWall may invoice the Customer fees on or after the date the Customer submits an Order, or for renewals of subscriptions or services Products up to ninety (90) days in advance of the renewal date. Customer must pay SonicWall's invoices in full and in the same currency as indicated in SonicWall's quote. Unless otherwise agreed, fees are due thirty (30) days from invoice date. SonicWall may charge Customer interest on overdue amounts at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and may recover from Customer its reasonable expenses of collection, including court costs and attorney fees. SonicWall, without waiving any other rights or remedies and without liability to Customer, may suspend any or all Products until all overdue amounts are paid in full. SonicWall may invoice parts of an Order separately or together in one invoice. All invoices will be deemed accurate unless Customer advises SonicWall in writing of a material error within ten days following receipt. If Customer advises SonicWall of a material error, (i) any amounts corrected by SonicWall in writing must be paid within fourteen days of correction, and (ii) all other amounts shall be paid by Customer by the due date. If Customer withholds payment because Customer believes an invoiced amount is incorrect, and SonicWall concludes that the amount is accurate, Customer must pay interest as described in this Section from the due date for the amount until SonicWall's receipt of payment. Customer may not offset, defer or deduct any invoiced amounts that SonicWall determines are correct following the notification process stated in this Section. SonicWall may charge Customer a reasonable fee to reinstate its license or services after a suspension. If Customer reasonably disputes an invoiced amount SonicWall will not charge interest on the disputed amount, suspend the license or services, or pursue collection efforts for up to thirty (30) days following the due date provided that Customer: (i) gives SonicWall a written notice describing the dispute in reasonable detail before the due date, (ii) pays when due any undisputed amounts, and (iii) cooperates in good faith to resolve the dispute.

7.3 Taxes. Fees are stated exclusive of any sales, value added, use, excise, goods and services,

import/export duties and levies, and like transactions taxes (“**Sales Tax**”). Customer must pay Sales Tax that SonicWall is required to collect unless Customer has provided reasonably satisfactory evidence of a tax exemption in advance of invoicing. Customer may not withhold any taxes from fee payments, except for withholding (or similar) taxes that Customer is legally required to withhold under laws applicable to Customer. If Customer withholds any taxes, it shall promptly provide documentation of the withholding as reasonably requested by SonicWall, including documentation necessary to support SonicWall’s claim for any foreign tax withholding credit. SonicWall may, at its option, require the Customer to pay an additional fee equivalent to any withheld amounts.

8. Term and Termination.

8.1 Term. A “perpetual” license continues indefinitely unless terminated in accordance with this Agreement. A “subscription” license continues for a limited term or period. Except as expressly provided by this Agreement, the initial term of any subscription license or services offering is stated in the Order, or if no term is stated is one (1) month. On expiration of the initial term of a subscription license or service Order, the license or Order terminates (as well as associated rights and licenses) unless Customer has placed an Order for renewal. Except for termination of this Agreement for Customer’s breach, a perpetual license will survive expiration or termination of this Agreement.

8.2 Termination for Breach. Either party may terminate an Order or may terminate this Agreement and all Orders if the other party is in material breach of this Agreement or the Order, provided that if the breach is curable, the terminating party has first given the other party written notice describing the breach in reasonable detail and an opportunity to cure the breach of at least thirty (30) days. In addition, if Customer has materially breached this Agreement or an Order more than once during any twelve (12) month period, SonicWall may terminate all Orders and the Agreement without allowing an opportunity to cure.

8.3 Early Termination Other than for Breach. SonicWall may terminate an Order for convenience only as expressly permitted by the Order. A party may terminate this Agreement as follows: (i) by SonicWall in the event of a claim covered by Section 13.1 (*SonicWall IP Infringement Indemnification*); (ii) by either party if the other enters into compulsory or voluntary liquidation, or ceases for any reason to carry on business, or takes or suffers any similar action that the other party reasonably believes will materially impair its performance under the Agreement (including payment of fees).

8.4 Effect of Expiration or Termination. Customer’s license and Support terminates without further notice on expiration of a subscription or Support term, or any earlier termination of this Agreement as provided in this Section. On expiration or earlier termination, Customer and, its sublicensees must: (i) immediately stop using the Software and Services, as applicable, (ii) within five (5) business days of expiration or termination uninstall all copies of the Software from all Customer and sublicensee systems, and (iii) return or destroy the Software. Within ten (10) days of SonicWall’s request, Customer will deliver to SonicWall a written certification signed by an officer of Customer stating that Customer has met the requirements stated in this Section. The provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement shall survive, including without limitation Section 13 (*Indemnification*), Section 14 (*Limitation of Liability*) and Section 15 (*Confidential*

Information). Termination of this Agreement or a license shall be without prejudice to any other remedies that the terminating party or a Partner may have under law, subject to the limitations and exclusions set forth in this Agreement.

9. Export. Customer acknowledges that the Software, Services, and Support are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other applicable foreign agencies (the "**Export Controls**"). Customer must not export, re-export or otherwise transfer the Software, Services, or Support or any part thereof in violation of the Export Controls. Customer is solely responsible for obtaining all necessary licenses or authorizations relating to the export, re-export, or transfer of the Software, Services and Support in accordance with Export Controls and for ensuring compliance with the requirements of such licenses or authorizations. Without limiting the foregoing, Customer represents and warrants that Customer and each of its MSP Clients, if applicable, is: (i) not an entity or person to which shipment of the Software or provision of Services or Support or other SonicWall products or services, is prohibited by the Export Controls; (ii) will not cause the export, re-export or transfer of the Software, Services, and Support to, or use the Software, Services, and Support in, a region subject to a U.S. trade embargo or comprehensive sanctions, such as Cuba, Iran, North Korea, Sudan, Syria and the Crimea Region of Ukraine; (iii) will not cause the export, re-export or transfer of the Software, Services, and Support if it will be used to support unauthorized proliferation-related end-uses, such as the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles or chemical or biological weapons), and (iv) will not cause the export, re-export or transfer of the Software, Services, and Support to a government end-user without obtaining any required U.S. export licenses.

10. Support. SonicWall will provide Support in accordance with the terms of the Support offering Customer has purchased and subject to SonicWall's applicable support policies at <https://www.sonicwall.com/en-us/support/support-services>. Unless otherwise stated in the applicable Order, the term of a Support offering purchased for use with a perpetual license has an initial term of twelve (12) months beginning on the date of the registration of the Product at SonicWall's registration portal. Renewals of Support offerings and Subscriptions are covered by Section 8 (Term and Termination) above. If Customer elects to purchase Support, it must purchase Support for all active Software licenses at the same level of Support. Customer must provide SonicWall with all information that SonicWall reasonably requests in connection with Customer's support request, including information needed to reproduce the error or other issue Customer experienced. If Customer purchases a Support offering that limits the number of individuals who may request Support on Customer's behalf, Customer must identify Customer's designated individuals in writing to SonicWall on request. Customer's personnel who request Support must be reasonably proficient in the use of information technologies, and knowledgeable about Customer's systems monitored by the Software. SonicWall has no obligation to provide Support for custom software or configurations unless otherwise agreed in an Order for professional services. SonicWall is not obligated to provide Support where the request is the result of any of the following (the "**Support Exclusions**"), but may do so, at its option: (i) failure to implement all maintenance releases provided by SonicWall; (ii) failure to use the Software in accordance with the applicable terms of the Agreement, the Documentation or reasonable instructions provided by SonicWall, or (iii) excessive or repetitive requests for Technical Assistance. Any SonicWall Support provided in connection with a Support Exclusion is provided **AS IS**. SonicWall may

charge additional fees for any work related to a Support Exclusion. Support does not include planning, design, deployment or other professional and consulting services. SonicWall partners offer professional services as described on the SonicWall website (<https://www.sonicwall.com/en-us/support/partner-enabled-services>) under separate legal terms.

11. Warranties and Remedies.

11.1 Software Warranty. For ninety (90) days from delivery of the Software, subject to the conditions and exclusions described in this Section, SonicWall warrants that: (i) the general release version of Software will substantially conform to the applicable Documentation; and (ii) the media on which the Software is provided will be free from material defects. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS, SOFTWARE, SERVICES, AND SUPPORT AND THE RESULTS ACHIEVED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND SONICWALL'S ENTIRE LIABILITY, FOR BREACH OF THE WARRANTIES AS STATED, IS FOR SONICWALL, AT ITS SOLE DISCRETION, TO EITHER USE COMMERCIAL REASONABLE EFFORTS TO REMEDY ANY NON-CONFORMANCE OR TO PROVIDE A PRO-RATED REFUND OF THE LICENSE FEES RECEIVED BY SONICWALL FOR THE SOFTWARE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THE SOFTWARE (UNLESS LOCAL LAW PROVIDES OTHERWISE). As a condition to the warranty remedy under this Section, Customer must give notice of the warranty breach during the warranty period or within thirty (30) days after the end of the warranty period and must cooperate with SonicWall's reasonable requests for information and assistance, including information necessary to reproduce the defect. The warranty does not apply to the extent a failure is due to: (i) Customer's failure to comply with the installation, operation, environmental, and other requirements or specifications stated in the Order or the Documentation; (ii) fire, flood, or other casualty; (iii) any non-standard configuration or implementation of the Software; or (iv) the interoperation between the Software and any Third Party Technology. Some or all the Software may be remotely hosted or accessible to Customer through the Internet ("Hosted Software"). In such case, SonicWall may suspend, terminate, withdraw, or discontinue all or part of the Hosted Software or Customer's access to the Hosted Software upon receipt of a subpoena or law-enforcement request, or when SonicWall believes, in its sole discretion, that Customer has breached any provision of this EULA or has involved in any fraudulent, misleading, or illegal activities. SonicWall may modify the Hosted Software at any time with or without prior notice to Customer. SonicWall may perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Hosted Software installed on its and Customer system(s), which may temporarily degrade the quality of the Hosted Software or result in a partial or complete outage of the Hosted Software. Updates, patches or alerts may be delivered from SonicWall servers, which may be located outside of the country where Customer is located. SonicWall provides no assurance that Customer will receive advance notification of such activities or that Customer's use of the Hosted Software will be uninterrupted or error-free.

11.2 Other Warranties. SonicWall warrants that it will use reasonable commercial efforts to deliver the Software free of Malware and SonicWall shall use reasonable commercial efforts to avoid introducing Malware to the Software or the systems on which the Software is installed.

11.3 Warranty Disclaimer. THE EXPRESS WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES AND REMEDIES PROVIDED BY SONICWALL HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. SONICWALL DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS. SONICWALL DOES NOT WARRANT THAT THE SERVICES WILL ENABLE THE SOFTWARE TO DETECT ALL THREATS OR KEEP THE CUSTOMER'S NETWORK OR SYSTEMS FREE FROM ALL MALWARE AND SECURITY BREACHES.

11.4 High-Risk Disclaimer. Customer understands and agrees that the Software is not fault-tolerant and is not designed or intended for use in any high-risk or hazardous environment, including without limitation, the operation of nuclear facilities, aircraft navigation, air traffic control, life support machines, weapons systems, or any other application where the failure or malfunction of the Software can reasonably be expected to result in death, personal injury, severe property damage or severe environmental harm (a "**High-Risk Environment**"). Accordingly, (i) Customer should not use the Software in a High-Risk Environment, (ii) any use of the Software by Customer in a High-Risk environment is at Customer's own risk, (iii) SonicWall, its affiliates and suppliers shall not be liable to Customer in any way for use of the Software in a High-Risk Environment, and (iv) SonicWall makes no warranties or assurances, express or implied, regarding use of the Software in a High-Risk Environment.

12. Third Party Technology. The Software may include integration features designed to enable the exchange of information between the Software and Third Party Technologies. The integration features may be unavailable or may not work properly if a third party's API is unavailable or if the third party modifies its API or services in a way that impacts the integration feature. SonicWall will use commercially reasonable efforts to modify its integration features to maintain compatibility with service provider's APIs and services but may discontinue an integration feature without liability to Customer if there is a change in the service that creates an unreasonable cost or operational burden to SonicWall. Customer's obligations under the Agreement, for fees and otherwise, are not conditioned on the continued availability of any integration features. SonicWall does not endorse or recommend any Third Party Technology. Integration features are provided solely for Customer's convenience. Customer is responsible for deciding if any Third Party Technology meet its needs and acknowledges that SonicWall has no liability whatsoever in connection with Customer's use of the Third Party Technology.

13. Indemnification.

13.1 SonicWall IP Infringement Indemnification. SonicWall shall defend Customer from a claim, suit, action, or proceeding brought against Customer by a third party asserting that Customer's use of the Software as permitted by the Agreement directly infringes or misappropriates any US patent, copyright, trademark, or trade secret enforceable in the country in which SonicWall has authorized Customer to use the Software, (a "**Claim**"), and shall pay any judgments finally awarded against Customer as a result of the Claim. In the alternative, SonicWall may settle a Claim at its expense, provided the settlement

fully resolves the liability of Customer and does not require Customer to make any admission of liability or culpability. SonicWall's obligations under this Section are conditioned on Customer (i) giving prompt written notice of the Claim to SonicWall, (ii) permitting SonicWall to retain sole control of the investigation, defense or settlement of the Claim, and (iii) providing SonicWall with cooperation and assistance as SonicWall may reasonably request in connection with the Claim. SonicWall shall have no obligation under this Section with respect to any Claim (a) resulting from a modification of the Software other than by SonicWall, (b) to the extent based on Customer's use of the Software after SonicWall has provided an updated version of the Software that is free from the Claim, or (c) to the extent the Claim arises from or is based on the combination of the Software with other products, services, or data not supplied by SonicWall if the infringement would not have occurred but for such combination. In the event of a Claim, SonicWall may, at its option, either (1) obtain for Customer the right to continue using the Software free from the infringement claim, or (2) replace or modify the Software so that it is free from the Claim provided the replacement or modification is functionally equivalent or better than the Software that is the subject of the Claim. In the event SonicWall is not able to do either on commercially reasonable terms, SonicWall may terminate the license for the Software and related subscriptions and Support offerings and refund any pre-paid license fees for unused license and services/subscription services (which for the Software license shall be pro-rated over a maximum of a sixty (60) month period from the date of initial delivery of such Software). This Section states SonicWall's entire liability and Customer's **SOLE AND EXCLUSIVE REMEDY** with respect to a claim of intellectual property infringement or misappropriation.

13.2 Customer Indemnification. Customer shall indemnify and hold harmless SonicWall and its officers, directors, employees, personnel, representatives and agents from and against any and all losses, damages, claims, expenses and costs (including reasonable attorney fees) arising from Customer's breach of the Agreement, or other acts or omissions. SonicWall shall have the right to defend any third party claim covered by Customer's obligations under this Agreement and Customer shall reimburse SonicWall for its reasonable costs of defense (including reasonable fees) as incurred.

14. Limitation of Liability.

14.1 IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES, LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND. SONICWALL SHALL NOT BE LIABLE FOR ANY LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, HOWSOEVER ARISING, WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES AND WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE.

14.2 THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY AND ITS AFFILIATES, LICENSORS AND SUPPLIERS FOR DAMAGES UNDER OR RELATED TO THE AGREEMENT, THE PRODUCTS, THE SOFTWARE, SERVICES OR SUPPORT, WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL BE AN AMOUNT EQUAL TO THE GREATER OF THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS THAT ARE

THE SUBJECT OF THE CLAIM FOR THE TWELVE (12) MONTHS PRECEDING THE OCCURRENCE OF THE EVENTS GIVING RISE TO THE CLAIM, OR FIVE HUNDRED DOLLARS (\$500.00). THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING PART OF THE CONSIDERATION FOR SONICWALL PROVIDING PRODUCTS AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

14.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM BREACH OF CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS, CUSTOMER'S BREACH OF THE LICENSE GRANTED, A PARTY'S GROSS NEGLIGENCE, RECKLESSNESS OR INTENTIONAL MISCONDUCT, CUSTOMER'S PAYMENT OBLIGATIONS AND RELATED LATE INTEREST AND COLLECTION COSTS.

15. Confidential Information.

15.1 Definition. "Confidential Information" means information or materials disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") that are not generally available to the public and which, due to their character and nature, a reasonable person under like circumstances would treat as confidential, including, without limitation, financial, marketing, and pricing information, trade secrets, know-how, proprietary tools, knowledge and methodologies, the Software (in source code and/or object code form), information or benchmark test results regarding the functionality and performance of the Software, any Software license keys provided to Customer, and the terms and conditions of this Agreement. Confidential Information shall not include information or materials that (i) are generally known to the public, other than as a result of an unpermitted disclosure by the Receiving Party; (ii) were known to the Receiving Party without an obligation of confidentiality prior to receipt from the Disclosing Party; (iii) the Receiving Party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (iv) are or were independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information as evidenced by the Receiving Party's written business records.

15.2 Obligations. The Receiving Party shall (i) not disclose the Disclosing Party's Confidential Information to any third party, except as permitted in this Section, (ii) not use the Disclosing Party's Confidential Information except to perform its obligations or exercise its rights under the Agreement, and (iii) protect the Disclosing Party's Confidential Information from unauthorized use or disclosure by exercising at least the same degree of care it uses to protect its own similar information, but in no event less than a reasonable degree of care. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized use or disclosure of the Disclosing Party's Confidential Information and will cooperate with the Disclosing Party in any litigation brought by the Disclosing Party against third parties to protect its proprietary rights. For the avoidance of doubt, this Section shall apply to all disclosures of the parties' Confidential Information as of the Effective Date, whether specifically arising from a party's performance under this Agreement.

15.3 Permitted Disclosures. Notwithstanding the foregoing, the Receiving Party may disclose the

Disclosing Party's Confidential Information without the Disclosing Party's prior written consent to any of its Affiliates, directors, officers, employees, consultants, contractors or representatives (collectively, the "Representatives"), but only to those Representatives that (i) have a "need to know" in order to carry out the purposes of this Agreement or to provide professional advice in connection with this Agreement, (ii) are legally bound to the Receiving Party to protect information such as the Confidential Information under terms at least as restrictive as those provided herein, and (iii) have been informed by the Receiving Party of the confidential nature of the Confidential Information. The Receiving Party shall be liable to the Disclosing Party for the acts or omissions of any Representatives to which it discloses Confidential Information which, if done by the Receiving Party, would be a breach of this Agreement. In addition, it shall not be a breach of this Section for the Receiving Party to disclose the Disclosing Party's Confidential Information as may be required by operation of law or legal process, provided that the Receiving Party provides prior notice of such disclosure to the Disclosing Party (unless such notice is prohibited by law).

16. Personal Data. "Personal Data" means any information about a natural person that is identified or identifiable to the natural person, either alone or in combination with other information that one party processes for the other or that SonicWall will have access to as part of providing the Products. Personal Data is Customer's "Confidential Information" covered by SonicWall's commitments stated in Section 15 (Confidential Information). Each party will: (i) not use, disclose or process the Personal Data except as permitted or as provided by written instructions, or as strictly necessary for its internal administrative purposes related to the provision of the Products, (ii) require sub-contractors who have access to the Personal Data to contractually agree to terms at least as protective of the Personal Data as those stated in this Agreement, (iii) will comply with applicable United States privacy laws and regulations, and the laws of any other jurisdiction that may be expressly identified in a written memorandum that identifies the jurisdiction and is signed by the parties. In the event a party discovers they have encountered a Personal Data breach, such party will without undue delay using those means established for routine account-related communications notify the other party. The notice shall include the following information to the extent it is reasonably available at the time of the notice, and shall update its notice as additional information becomes reasonably available: (i) the dates and times of the Personal Data breach; (ii) the facts that underlie the discovery of the Personal Data breach, or the decision to begin an investigation into a suspected Personal Data breach, as applicable; (iii) a description of the Personal Data involved, either specifically, or by reference to the data set(s), and (iv) the measures planned or underway to remedy or mitigate the vulnerability giving rise to the Personal Data breach. Customer represents and warrants to SonicWall that: (i) the Personal Data has been collected in accordance with applicable law; (ii) the transfer of the Personal Data to SonicWall for the purpose of providing the Products is authorized under applicable law; (iii) Customer will comply with applicable law as to requests from data subjects in connection with the Personal Data; (iv) Customer shall disclose to SonicWall only that Personal Data that is necessary for SonicWall's provision of the Products; and (v) Customer shall not ask SonicWall to take any action with respect to the Personal Data that Customer is not permitted to take directly or is otherwise prohibited by applicable law.

17. Compliance Verification. Customer agrees to maintain and use systems and procedures to accurately track its compliance with the licensing provisions of this Agreement. Customer shall notify SonicWall if it installs Software on its systems at any location other than the location stated on the

Order. SonicWall or its auditing agent may audit Customer's compliance with the licensing terms of the Agreement on advance written notice of at least ten (10) days. SonicWall may require access to Customer's records, systems and premises as part of the audit, or require Customer to produce documentary evidence of compliance certified as true and correct by Customer's financial officer, or both. Any onsite audit must be conducted during normal business hours at Customer's facilities and without undue disruption to Customer's operations. Customer shall provide its full cooperation and assistance with any audit. Customer shall promptly remedy any non-compliance by paying applicable license fees for all periods of non-compliance and Support fees for all use during the prior periods in accordance with Section 10 (Support). Customer shall also correct its tracking systems to avoid future non-compliance. If the unpaid license, support and other fees for any annual period exceeds .5% of the total fees due for that annual period Customer shall pay SonicWall's list price in lieu of any discounted price stated in the Order, at the greater of the list price in effect as of the Effective Date or SonicWall's then current list price; and if the amount of unpaid license, support and other fees for any annual period exceeds 5% of the total fees due for that annual period. Customer shall also reimburse SonicWall for its reasonable audit costs and any rebates, credits or others amounts extended to the Customer related to the Order. SonicWall may not conduct an audit under this Section more than once during any twelve (12) month period unless an audit reveals material non-compliance, in which case SonicWall may conduct an audit as often as every three months until no material non-compliance is discovered for twelve consecutive months. The requirements of this Section shall survive for two (2) years following the termination of the last license governed by this Agreement.

18. General.

18.1 Pre-Release Technology. SonicWall may invite Customer to use test, beta, pilot, limited release, developer preview, non-production, evaluation, or other pre-release software or services ("**Pre-Release Technology**"). Pre-Release Technology is provided **AS IS** and **AS AVAILABLE** without any representation or warranty whatsoever. SonicWall is not required to provide support for Pre-Release Technology. Customer may not use Pre-Release Technology for production purposes unless it has written permission from SonicWall. SonicWall may discontinue Pre-Release Technology at any time in its sole discretion and delete all Customer information associated with the Pre-Release Technology. SonicWall may never offer a general release version of the Pre-Release Technology, or if it does, there may not be an automatic update path from the Pre-Release version to the general release version. SonicWall has no liability for any harm or damage arising from Customer's use of a Pre-Release Technology.

18.2 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws principles that would require the application of laws of a different state. Any action seeking enforcement of this Agreement or any provision hereof shall be brought exclusively in the state or federal courts located in the Santa Clara County, California. Each party hereby agrees to submit to the jurisdiction of such courts. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT**

TO ANY LITIGATION ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT.

18.3 Assignment. Customer shall not, in whole or part, assign or transfer any part of this Agreement, the licenses granted under this Agreement or any other rights, interests, or obligations hereunder, whether voluntarily, by contract, by operation of law or by merger (whether that party is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or order, or otherwise without the prior written consent of SonicWall. Any attempted transfer or assignment by Customer that is not permitted by this Agreement shall be null and void.

18.4 Order of Precedence. The terms of this EULA control over any conflicting term in an Order

18.5 Intellectual Property.

18.5.1 Reservation of Rights. Customer understands and agrees that (i) the Software is protected by copyright and other intellectual property laws and treaties, (ii) SonicWall or its licensors own the patent, copyright, and other intellectual property rights and any confidential information in the Software, (iii) the Software is licensed, and not sold, and SonicWall or its licenses retains all right, title and interest in and to the Software and (v) SonicWall reserves any and all rights, implied or otherwise, which are not expressly granted to Customer in this Agreement. Nothing in this Agreement grants Customer any license or other right to use SonicWall's trademarks or service marks.

18.5.2 Feedback. SonicWall will retain and Customer assigns all rights, title and interest in and to any feedback or suggestions that Customer provides regarding the Products or SonicWall's other existing or proposed products or services. To the extent such rights may not be assigned, Customer grants SonicWall a perpetual, irrevocable, royalty free, worldwide, unconditional, fully sublicensable and transferable basis, including the right to make, have made, use, sell, offer to sell, import, copy, display, perform, modify, distribute in modified or unmodified form, and commercialize any intellectual property, without accounting to Customer.

18.5.3 No-Assertion. Customer agrees that Customer will not assert, or authorize, assist, or encourage any third party to assert, against SonicWall or any of its affiliates, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding the Service or any of SonicWall's other products or services that Customer uses.

18.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be enforced to the maximum extent permissible by law to enforce the intent of the parties and the remaining provisions of this Agreement will remain in full force and effect. The parties have relied on the limitations and exclusions set forth in this Agreement in determining whether to execute this Agreement.

18.7 Use by U.S. Government. The Software is a "commercial item" under FAR 12.201. Consistent with FAR section 12.212 and DFARS section 227.7202, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software or Documentation by the U.S. government is prohibited except as expressly permitted by the terms of this Agreement.

18.8 Notices. All notices provided hereunder shall be in writing and may be delivered by email, in the case of SonicWall to legal@sonicwall.com and in the case of Customer to the email address SonicWall has on file for Customer. All notices, requests, demands or communications shall be deemed effective upon delivery in accordance with this paragraph.

18.9 Publicity. SonicWall may include Customer in its listing of customers on its public web pages and other material unless Customer gives SonicWall written notice that it is not permitted to do. SonicWall may not otherwise use Customer's name or logo in any publicity unless Customer has given its advance written consent.

18.10 Waiver. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

18.11 Injunctive Relief. Each party acknowledges and agrees that in the event of a material breach of this Agreement, including but not limited to a breach of Section 2 ("*Software License*") or Section 15 ("*Confidential Information*"), the non-breaching party shall be entitled to seek immediate injunctive relief, without limiting its other rights and remedies.

18.12 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, and power failures. For added certainty, this Section shall not operate to change, delete, or modify any of the parties' obligations under this Agreement (e.g., payment), but rather only to excuse a delay in the performance of such obligations.

18.13 Interpretations. Headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement. This Agreement will not be construed either in favor of or against one party or the other, but rather in accordance with its fair meaning. When the term "including" is used in this Agreement it will be construed in each case to mean "including, but not limited to." The term "person" refers to any legal person, and may mean a natural person (individual), a legally created person (such as an entity, trustee, or executor), or an entity (such as a corporation, partnership, or limited liability company). The use of the words "partner" or "partnership" in this Agreement or otherwise refers only to a business relationship, and does not create or reflect any legal partnership, joint venture, or other fiduciary or other special relationship between the persons described as partners. The words "will" and "shall" are words of obligation, not expressions of intent or expectation. The word "personnel" refers to the employees and individual contractors under the direct supervision of the person referred to.

18.14 Legal Fees. If any legal action is brought to enforce any rights or obligations under this

Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and other collection expenses, in addition to any other relief it may be awarded.

18.15 Representation by Individual Submitting the Order. If an individual submits an Order on his or her own behalf (including as a sole proprietor), the individual represents and warrants to SonicWall that he or she is old enough to enter into contracts and otherwise has the legal capacity to enter into contracts under applicable law. If the individual submits the Order does on behalf of a company or other legal entity, the individual represents and warrants to SonicWall that he or she has the legal power and authority to bind that entity to the Order and this Agreement.

18.16 Complete and Exclusive Agreement. The Agreement is the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces in its entirety any prior or contemporaneous agreement or understanding written or oral.

Effective August 22, 2018