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2. **Definitions.** For purposes of this License, the following capitalized terms will have the meanings given to them below.
  - a. “**Administrator(s)**” means the person(s) identified in your Order as the administrators of the relevant Products.
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  - e. “**Customer**” means an organization, entity, or individual that receives Managed Services from an MSP.
  - f. “**Documentation**” means the manuals or other product documentation (whether electronic or printed) that WatchGuard makes available to you and/or your End Users for the proper use and operation of the Products.

- g. **“End User”** means (i) if you are an organization, each individual in your organization who is authorized by you to use the Products, and (ii) if you are an MSP, each individual in your Customers’ organizations who is authorized by you to use the Products.
- h. **“Free Trial”** means limited-time access that WatchGuard may offer you in relation to certain Products on a trial basis at no cost, as further set forth in the relevant Order.
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- k. **“Managed Services”** means the managed security services or other associated security services provided by an MSP to its Customers, which may include the Products.
- l. **“MSP”** means a specialized partner providing Managed Services to its Customers.
- m. **“License Term”** means the access period identified in the relevant Order during which you and your End Users are permitted to use the Products.
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- p. **“Personal Information”** means any information relating to an identified or identifiable individual or is otherwise defined as ‘personal data’ under the General Data Protection Regulation, California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and its regulations or other applicable data protection laws to the extent that the definition of ‘personal data’ under the applicable data protection laws is broader than the preceding definitions.
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- r. **“Product-Specific Terms”** means those terms and conditions that are different or additional to the terms and conditions of this License that apply to certain specific Products, as further set forth in the annexes to this License.
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- k. **Product-Specific Terms.** Your use of certain Products may be subject to Product-Specific Terms, which are attached to this License as annexes and which are hereby incorporated into this License by

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- a. **Technical Information.** During your use of the Products, WatchGuard may automatically collect or access certain analytical, technical, and related information about your and your End Users' use of the Products in the form of logs, session data, configuration data, telemetry, usage data (such as the version, features, trials, and operating system being used by you and your End Users), and threat and vulnerability intelligence data ("**Technical Information**"). Technical Information may also include details and information regarding the systems and/or devices on which you use the Products, information regarding your wireless network, access points, wireless devices, Service Set Identifiers (SSIDs), Media Access Control (MAC) addresses, Internet Protocol (IP) addresses, the configuration and security (Wired Equivalent Privacy (WEP) or Wi-Fi Protected Access (WPA)) of access points and wireless devices and how they associate (interact), identification and security information for websites you visit.
- b. **Personal Information.** Through your use of the Products, and any associated registration processes, as applicable, WatchGuard may collect certain Personal Information from you and your End Users including, without limitation, your name, phone number, email address, physical address, occupation, company information, employer information, registration credentials and password information. In

connection with certain Products, Technical Information may also include Personal Information related to your and your End Users' systems and endpoints including, without limitation, configuration settings and details, hostname, IP & MAC addresses, network adapter info, network connection info, running process info such as command name, process id, process trees (processes spawning child processes), file system events such as directory/file creation or modifications, OS registry events, certain security details and information relating to the websites you and/or your End Users visit on devices using the Products. Further information about how WatchGuard collects and processes Personal Information is available in the WatchGuard [Privacy Policy](#).

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PRODUCTS TO YOU WHERE THE INDIVIDUALS WHOSE PERSONAL INFORMATION WE MIGHT RECEIVE OR HAVE ACCESS TO HAVE CONSENTED TO THEIR PERSONAL INFORMATION BEING PROCESSED BY YOUR SERVICE PROVIDERS LOCATED IN THE UNITED STATES OF AMERICA.

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## 8. TERM AND TERMINATION.

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## **10. YOUR REPRESENTATIONS AND WARRANTIES**

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- b. **Limitation of Liability.** To the maximum extent permitted by applicable law, any other damages recoverable by you from WatchGuard shall in no case exceed the aggregate amounts actually received by WatchGuard in connection with your Order for the relevant Products in the twelve (12) month period immediately preceding the event giving rise to the claim.
- c. **Free Trials and Beta Services.** Notwithstanding Section 12(b) above, WatchGuard shall have no liability of any type with respect to any Free Trials and/or Beta Services, unless such exclusion of liability is not enforceable under applicable law, in which case WatchGuard's total aggregate liability arising out of or relating to such Free Trials and/or Beta Services is US \$1,000. Notwithstanding anything to the contrary in this Section 12, you shall be fully liable for any damages arising out of or relating to your use of Free Trials and/or Beta Services.

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- a. **Entire Agreement.** This License, together with the Product-Specific Terms attached hereto and, to the extent WatchGuard processes Personal Information on your behalf as a processor or a service provider, the Data Processing Addendum, constitute the entire agreement between you and WatchGuard with

respect to the Products, and supersedes all prior negotiations, discussions or representations, whether written or oral, with respect to such Products.

- b. **Assignment.** WatchGuard may assign this License without notice to you. You may not assign or transfer this License without the prior written consent of WatchGuard, which may be withheld in its sole discretion; except you may assign this License to an Affiliate or in connection with a merger or consolidation involving such party (so long as the assignment is to the newly acquired merged or consolidated entity) or the sale of substantially all of your assets (so long as the assignment is to the acquirer of such assets) and provided that the assignee agrees in writing to assume all rights and duties of the assigning party. You shall provide written notice to WatchGuard of any such assignment upon consummation of the assignment. Any attempted assignment or transfer in violation of the foregoing will be void.
- c. **Governing Law; Venue.** This License will be governed by the laws of the State of Washington, without reference to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this License. Any action, suit, or proceeding arising from or relating to this License must be brought exclusively in a federal or state court seated in the State of Washington, and in no other venue. Each party irrevocably consents to the personal jurisdiction and venue in, and agrees to service of process issued by, any such court. Notwithstanding the foregoing, WatchGuard reserves the right to file a suit or action in any court of competent jurisdiction as WatchGuard deems necessary to protect its intellectual property and proprietary rights.
- d. **Severability.** If any provision of this License is held to be unenforceable in mediation or by a court of competent jurisdiction, the remaining provisions of this License will remain in effect, to be construed as if the unenforceable provision was originally deleted and to be further construed in such a manner as to give effect to the intent of the parties to the greatest extent possible.
- e. **Notices.** If you have any questions or concerns regarding this License, you can contact WatchGuard at [legal@watchguard.com](mailto:legal@watchguard.com). WatchGuard may provide you with notices that affect WatchGuard's customers generally (e.g., notices that relate to modifications or updates to the Products) via WatchGuard's website ([www.watchguard.com](http://www.watchguard.com)) or via in-product notifications. WatchGuard will provide you with any legal notices by email to the email address you provided on the applicable Order or during your registration for the Products, or to a substitute, updated email address that you provided to WatchGuard for these purposes. You are responsible for keeping your email address current with WatchGuard.
- f. **Independent Contractors.** You and WatchGuard are independent contractors and are not partners, joint venturers, agents, employees or representatives of the other party.
- g. **No Third-Party Beneficiaries.** You acknowledge and agree that nothing in this License creates a right enforceable by any person or entity other than you and WatchGuard.
- h. **Force Majeure.** WatchGuard will not be liable for any delay or failure to perform any obligations under this License if the delay or failure is due to unforeseen events which are beyond WatchGuard's reasonable control, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

## Annex 1 – AuthPoint Product-Specific Terms

If you are accessing, obtaining, or using WatchGuard's AuthPoint™ products and services, then the terms of this Annex 1 – AuthPoint Product-Specific Terms (“**AuthPoint Terms**”) will apply to you. These AuthPoint Terms form part of the License between you and WatchGuard.

1. **Definitions.** For purposes of these AuthPoint Terms the following initially capitalized terms have the meanings set forth below:
  - a. “**AuthPoint**” or “**AuthPoint™**” means, as applicable, AuthPoint MFA or AuthPoint Total Identity Security, as further set forth in the relevant Order, and the services offered as part of these solutions, including AuthPoint Management and AuthPoint Gateway, together with the Documentation.
  - b. “**AuthPoint Browser Extension**” means the custom browser extension engine developed by WatchGuard and/or its licensors which can be used by you and your End Users in connection with Password Manager if you have purchased AuthPoint Total Identity Security.
  - c. “**AuthPoint Gateway**” means the software application that your Administrator(s) install on your network so AuthPoint can communicate with your RADIUS clients and LDAP databases for authentication purposes.
  - d. “**AuthPoint Management**” means the user interface in WatchGuard Cloud where your Administrators set up and manage your and your End Users’ access to and use of AuthPoint.
  - e. “**AuthPoint MFA**” means WatchGuard’s multi-factor authentication (MFA) solution that allows End Users to authenticate to protected resources using the AuthPoint Mobile App or a hardware token, as further set forth in the Documentation. AuthPoint MFA includes Dark Web Scan.
  - f. “**AuthPoint Mobile App**” means the software made available by or on behalf of WatchGuard that may be downloaded to your (or an End User’s) smartphone, tablet, or other handheld device with an iOS or Android operating system (“**Mobile Device**”) to access and use AuthPoint, as further set forth in the Documentation.
  - g. “**AuthPoint Total Identity Security**” means WatchGuard’s complete credentials management solution, which includes (i) AuthPoint MFA, (ii) Password Manager, and (iii) the Dark Web Monitoring Service, as further set forth in the Documentation.
  - h. “**Credentials**” means, as applicable, (i) an End User’s credentials used to access and use third-party websites and applications for the End User’s corporate use (“**Corporate Credentials**”) and/or (ii) an End User’s credentials used to access and use third-party websites and applications for the End User’s personal use (“**Private Credentials**”).
  - i. “**Dark Web Monitoring**” means certain features and functionality of AuthPoint Total Identity Security that help you monitor for data breaches affecting your domain(s), as further set forth in the Documentation.
  - j. “**Dark Web Scan**” means certain features and functionality of AuthPoint MFA where you can search data breaches for your domains and/or your or your End Users’ email addresses.
  - k. “**Password Manager**” means certain features and functionality of AuthPoint Total Identity Security that allows an End User to save Credentials in a Vault that is available from the AuthPoint Mobile App or the Browser Extension.
  - l. “**Vault**” means, collectively, (i) the encrypted digital repository where an End User can store Corporate Credentials (“**Corporate Vault**”) and (ii) the complimentary encrypted digital repository provided to all End Users who open Corporate Vaults where an End User can store Private Credentials (“**Private Vault**”).
  - m. “**Vault Password**” means the master password that an End User uses to access their Vault.

- n. **"WatchGuard Cloud"** means, for purposes of these AuthPoint Terms, that portion of WatchGuard Cloud™ where your Administrator(s) can access AuthPoint Management.
- o. **"Your Data"** means the data that you or your End Users (if applicable) upload or input (e.g., manually or via optional functionality such as password save and fill) to AuthPoint in connection with your use of AuthPoint. Your Data includes your Credentials.

Any other initially capitalized terms will have the meanings given to them in the License.

## **2. Your Right to Use AuthPoint.**

- a. **License Grant.** Subject to your compliance with the terms of the License and these AuthPoint Terms, WatchGuard grants you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to use the AuthPoint product specified in the Order during the License Term solely (i) for your internal business purposes, (ii) in accordance with the Documentation, and (iii) subject to any restrictions on the number of End Users or domains as may be specified in these AuthPoint Terms, the Order, or the Documentation. The foregoing right includes the right for your Administrators to access and use AuthPoint Management for the sole purpose of administering your AuthPoint products. The AuthPoint Gateway is Installed Software, and your right to access, download, install and used to establish a connection between WatchGuard Cloud and the Customer Premises Equipment (CPE). To the extent that you purchase access to AuthPoint Total Identity Security, the AuthPoint Mobile App and AuthPoint Browser Extension are Installed Software to be installed on your End Users' Mobile Devices or web browsers, as applicable, and your license to access or use the AuthPoint Mobile App and/or Browser Extension is limited to the number of End User Mobile Devices or web browsers specified in the Order or Documentation, subject to their agreement to the terms of this License. To utilize the AuthPoint Mobile App or Browser Extension on additional End User Mobile Devices or web browsers, you must acquire additional licenses for each additional End User.
  - b. **WatchGuard Cloud.** Notwithstanding anything to the contrary, to the extent that you use WatchGuard Cloud in connection with your use of AuthPoint, these AuthPoint Terms do not apply to your use of WatchGuard Cloud, and your use of WatchGuard Cloud will be governed solely by the terms of the License.
  - c. **End Users.** If your End Users, or your Customers' End Users, access, download, install, and/or use AuthPoint, you must (i) ensure that such End Users comply with this License and in particular these AuthPoint Terms, and (ii) ensure that WatchGuard's Privacy Policy is made available to such End users. You are solely responsible for your End Users' (and your Customers' End Users') compliance with or breach of this License and/or these AuthPoint Terms.
- 3. Your Responsibilities.** You are solely responsible for (i) keeping the usernames and passwords you, your Administrators, and your End Users use to access AuthPoint confidential; (ii) all activity occurring through AuthPoint and your End Users' accounts; and (iii) all activities of your End Users.
- 4. AuthPoint Mobile App and AuthPoint Browser Extension.** Subject to Section 2(a) of these AuthPoint Terms, End Users may install and use the AuthPoint Mobile App and the AuthPoint Browser Extension on their Mobile Devices in order to use AuthPoint MFA or AuthPoint Total Identity Security, as applicable. The AuthPoint Mobile App is intended to be downloaded and used on End Users' corporate Mobile Devices (i.e., a corporate-managed mobile phone, tablet, or other handheld device), and the AuthPoint Browser Extension is intended to be installed and used on browsers on End Users' corporate-managed laptops or computers. Neither the AuthPoint Mobile App nor the AuthPoint Browser Extension are intended for use on personal Mobile Devices, laptops, or computers ("**Personal Devices**"). **You and your End Users should consult any acceptable use policies, personal device use policies (for example, a bring-your-own-device policy), or any similar policies that may apply to your use, or your End Users' use, of Personal Devices for work purposes ("Personal Device Policy") before downloading or installing the AuthPoint Mobile App or AuthPoint Browser**

**Extension on any Personal Devices.** WatchGuard is not responsible or liable to you, your Customers (if applicable), or any End User in the event that you or an End User download or install the AuthPoint Mobile App or AuthPoint Browser Extension on, or if you or an End User otherwise use or access AuthPoint on or using, a Personal Device in violation of any Personal Device Policy.

5. **Dark Web Scan.** Dark Web Scan allows you to search for your (or your End Users') email address(es) and/or domain(s) to see if they have been impacted by a data breach. The Dark Web Scan only helps identify when your email address(es) or domain(s) have been involved in or affected by a data breach for your or your End Users' informational purposes, for example to inform and protect End Users who may be unaware that their email address(es) or credentials have been leaked or released to an untrusted environment. WatchGuard does not conduct the Dark Web Scan searches on your behalf. You expressly acknowledge and agree that you may not be able to scan some public domains, such as gmail.com or google.com, using Dark Web Scan.
6. **AuthPoint Total Identity Security.** The terms of this Section 6 apply if you have purchased access to AuthPoint Total Identity Security.
  - a. **Vault Password; Recovery Keys.** When an End User wants to access their account, they must first create a Vault Password to protect their Vault. After the End User creates their Vault Password, WatchGuard will provide the End User a recovery key that the End User can use to recover their Vault Password in the event their Vault Password is forgotten, lost, or stolen. You and your End Users are solely responsible for keeping Vault Passwords confidential. **WatchGuard does not store or have access to End Users' Vault Passwords or recovery keys. If an End User's Vault Password is lost, stolen, or forgotten, WatchGuard cannot retrieve their Vault Password, and the End User's account can be unlocked or access solely by the End User using their recovery key. If an End User's Vault Password and recovery key are forgotten, lost, or stolen, neither you, the End User, nor WatchGuard will be able to recover the End User's Vault Password, but the End User may contact WatchGuard support to reset their Vault Password. After the End User's Vault Password is reset by WatchGuard, all Credentials stored in the End User's Vault will be unrecoverable, and the End User must re-input or re-import their Credentials into their Vault.** For clarity, while the End User works with WatchGuard to reset their Vault Password, the End User *may* be able access third-party website(s) or application(s) (i) if the End User remembers their Credentials for the relevant third-party website(s) or application(s) and inputs those Credentials directly into the third-party website's or application's login page, or (ii) by attempting to recover their Credentials as set forth in Section 6(c) below. WatchGuard shall not be responsible or liable to you, your Customers (if applicable), or your or their respective End Users in the event that (1) an End User's Vault Password and/or recovery key is forgotten, lost, or stolen, (2) an End User's Credentials are lost, forgotten, or inaccessible by the End User because the End User's Vault Password and/or recovery key is forgotten, lost, or stolen, or (3) you or any of your End Users fail to properly secure any Vault Passwords or Vaults.
  - b. **Vaults.** When an End User opens their Vault, they have access to their Corporate Vault and their Private Vault. The Corporate Vault and Private Vault are separate and accessible through the AuthPoint Mobile App or AuthPoint Browser Extension. Password Manager is intended for End Users' corporate use, and the Private Vault is provided on a complimentary basis solely for the convenience of End Users of AuthPoint Total Identity Security. An End User's ability to access or export their Private Credentials from their Private Vault, including, without limitation, in the event they or their employer terminate the End User's employment is set forth in Section 6(f) and Section 6(g) below.
  - c. **Credentials; Recovery of Credentials.** An End User may (i) manually create Credentials in their Vault using the AuthPoint Mobile App or AuthPoint Browser Extension, and/or (ii) import saved Credentials from third-party password managers into their Vault using the AuthPoint Browser Extension. WatchGuard does not have access to any Credentials that an End User stores in their Vault. In the event

an End User's Credentials are lost, forgotten, or stolen, or in the event an End User's Vault Password is lost, forgotten, or stolen and the End User's Credentials are inaccessible as a result thereof, WatchGuard cannot retrieve the Credentials or reset the End User's password for the third-party website or application. The End User's Credentials can only be recovered from, or reset by, the applicable provider of the third-party website or application, for example using the third-party provider's "Forgot Password" functionality (if such functionality is available, and which may require that the End User know their username for the applicable third-party website or application). You and your End Users are solely responsible for keeping Credentials confidential. WatchGuard will not be liable or responsible to you, your Customers (if applicable), or your or their respective End Users in the event that an End User's Credentials are forgotten, lost, or stolen, or in the event that you or any of your End Users fail to properly secure any Credentials.

- d. **Sharing Corporate Credentials.** Password Manager includes certain functionality that allows End Users to share Corporate Credentials from their Corporate Vault to other End Users (each, a "**Recipient**"). For clarity, Private Credentials cannot be shared. If an End User shares Corporate Credentials, the Recipient(s) receive an invitation to accept the shared Corporate Credentials. If and when a Recipient accepts an invitation to share, the Corporate Credentials become "Shared Credentials". All Shared Credentials are accessible to the original End User and any Recipients that accepted the invitation in their respective Corporate Vaults and the Sharing Center. The "Sharing Center" is a page in the Corporate Vault where the End User or Recipient can see and manage Shared Credentials. There are restrictions and limitations that apply to sharing Corporate Credentials, as further set forth in the Documentation.
- e. **Dark Web Monitoring.** Dark Web Monitoring actively monitors for data breaches for up to three (3) of your domains. You must configure Dark Web Monitoring Cloud by adding up to three (3) domains in AuthPoint Management in WatchGuard and providing authorization for WatchGuard before Dark Web Monitoring services commence. If a data breach is found to include any email addresses on your monitored domains, WatchGuard will notify you at the email address(es) you identified when configuring Dark Web Monitoring. If your End Users, or your Customers' End Users, access, download, install, and/or use AuthPoint Total Identity Security, you must ensure that WatchGuard's Dark Web Scanner and Dark Web Monitoring Service Privacy Notice is made available to such End Users.
- f. **Exporting Private Credentials.** Subject to these AuthPoint Terms, End Users may export their Private Credentials from their Private Vault using the AuthPoint Browser Extension, for example, if they leave their company and want to save their Personal Credentials, provided that the End User still has a valid, active license to AuthPoint Total Identity Security at the time the End User attempts to export their Private Credentials. Notwithstanding the foregoing, an End User may not be able to export their Private Credentials if the End User's account is blocked or deleted, or if the End User's license to use AuthPoint expires, is terminated or revoked, or is downgraded to AuthPoint MFA.
- g. **Effect of Termination or Downgrade.** Notwithstanding anything to the contrary (including Section 6(f) above), if the End User's AuthPoint Total Identity Security user account is blocked or deleted for any reason (for example, but not by way of limitation, if the End User's employment is terminated by their employer), or if the End User's license to use AuthPoint expires, terminates or is revoked for any reason, or is downgraded by you from AuthPoint Total Identity Security to AuthPoint MFA, (i) the End User's access to their Vault is immediately revoked, (ii) the End User will not be able to access AuthPoint Total Identity Security, their Vault, or their Credentials, (iii) the End User will not be able to export any Private Credentials from their Private Vault, (iv) the End User's Vault is immediately deleted and the End User's Credentials will not be accessible, recoverable, or exportable by the End User, you, or WatchGuard. WatchGuard shall not be responsible or liable to you, your Customers, or any End User in the event that an End User's Vault and/or Credentials are inaccessible, an End User's Credentials are unrecoverable, or an End User's

credentials are not exportable as set forth in this Section 6(g).

7. **Additional Terms for MSPs.** Notwithstanding anything to the contrary, if you are an MSP, you may provide or make available AuthPoint to your Customers, subject to the terms of this License and, in particular the additional terms set forth in these AuthPoint Terms. You expressly acknowledge and agree that: (i) you accept this License on behalf of your Customers, (ii) you (and not your Customers) shall, at all times, maintain control and possession of the AuthPoint products and services, (iii) you will manage AuthPoint on behalf of your Customers in connection with your provision of Managed Services to your Customers, and (iv) you shall not, and you shall ensure that your employees and representatives do not, make any representation, warranty, promise, or guarantee to any of your Customers, their End Users, or any other party with respect to the specifications, features, or capabilities of AuthPoint that is not contained in or that is otherwise inconsistent with the terms of this License or the documentation for the relevant AuthPoint product. You may give instructions for use of AuthPoint that are contained in this License or the documentation for the relevant AuthPoint product. If your Customers have possession and/or control of AuthPoint (or any portion thereof), you must provide this License to your Customers directly and they must agree that their use of AuthPoint is subject to the terms and conditions of this License. You will not provide, make available to, or permit use of AuthPoint, in whole or in part by, any third party without WatchGuard's prior written consent, unless such use by the third party is solely on your behalf, is strictly in compliance with the terms and conditions of this License, and you are liable for any breach of this License by such third party. You agree to indemnify and hold WatchGuard harmless from and against any claims by your Customers against WatchGuard relating to AuthPoint and/or the Managed Services you provide to your Customers.
8. **Your Data.** As between you and WatchGuard, you retain all rights to Your Data. You represent and warrant that: (i) you have obtained, or will obtain, all necessary rights and licenses to provide Your Data to WatchGuard, including, but not limited to, in order to upload or otherwise share Your Data with WatchGuard and to enable WatchGuard to use Your Data in accordance with this License, (ii) your uploading or processing of Your Data in or through AuthPoint does not infringe on any rights of any third party or violate any applicable laws, and (iii) you have provided any required notices and have obtained any consents and/or authorizations related to your access and use of Your Data and the processing of and access to Your Data by WatchGuard. You are responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of Your Data, including but not limited to, backing up Your Data. You grant to WatchGuard a non-exclusive, transferable, sublicensable, worldwide, royalty-free, fully paid-up right and license to host, access, store, transfer, display, perform, reproduce, change, distribute, copy, modify, transmit, and otherwise use Your Data (a) to provide and operate AuthPoint, (b) as authorized or instructed by you or your End Users (if applicable), (c) to monitor and diagnose performance-related issues and to operate, improve, expand, and modify AuthPoint and WatchGuard's products and services, (d) as required to comply with WatchGuard's policies, applicable law, or governmental request, and (e) as otherwise provided in the License and these AuthPoint Terms.
9. **Integrations; OEM Products.**
  - a. **Third-Party Integrations.** AuthPoint may provide the capability for you or your End Users to link to or integrate with third-party products, services, sites, or applications separately accessed by you or the applicable End User and not purchased from WatchGuard or an Authorized Partner. WatchGuard is not responsible for and does not endorse such third-party products. You have sole discretion whether to purchase, connect, or interoperate any third-party products with AuthPoint. Your use of any third-party products is governed solely by the terms for the third-party products made available by the provider of the third-party products.
  - b. **OEM Products.** To the extent that WatchGuard incorporates any third-party products or services into the Products ("OEM Products"), the terms of the License and these AuthPoint Terms will apply to the

OEM Products as embodied in the Products, unless WatchGuard tells you otherwise.

10. **Collection of Technical and Personal Information.** The terms of Section 6 of the License and this Section 10 will apply to WatchGuard's collection of Technical and Personal Information in connection with AuthPoint. To provide Dark Web Monitoring Service, offered as a part of AuthPoint Total Identity Security, WatchGuard may collect Personal Information, such as email addresses, passwords, breaches affecting such information and additional information in relation to the breach that are found in publicly available leaked databases from underground and security research sources. Information about how WatchGuard collects and processes Personal Information in relation to Dark Web Monitoring Service is available in WatchGuard Dark Web Scanner and Dark Web Monitoring Service [Privacy Notice](#). You confirm that you have read and acknowledged such [Privacy Notice](#) and WatchGuard's [Privacy Policy](#) and will ensure that these documents are made available to your and/or your Customers' End Users.
11. **ADDITIONAL DISCLAIMERS.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PRODUCT OR SERVICE IS CAPABLE OF PREVENTING, DETECTION, AND/OR MITIGATING DATA BREACHES AFFECTING YOUR EMAIL ADDRESS(ES) AND/OR DOMAIN(S). YOU AGREE TO TAKE REASONABLE PRECAUTIONS TO PROTECT AND SAFEGUARD YOUR EMAIL ADDRESS(ES) AND DOMAIN(S). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DARK WEB SCAN AND DARK WEB MONITORING ARE PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE", AND "WHERE-IS" BASIS, AND WATCHGUARD EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO DARK WEB SCAN AND DARK WEB MONITORING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WATCHGUARD DOES NOT WARRANT THAT DARK WEB SCAN OR DARK WEB MONITORING WILL (A) IDENTIFY ANY OR ALL BREACHES AFFECTING THE EMAIL ADDRESS(ES) AND/OR DOMAIN(S); (B) LOCATE OR SEARCH EVERY POSSIBLE INTERNET SITE WHERE YOUR OR YOUR END USERS' EMAIL ADDRESSES OR CREDENTIALS MAY HAVE BEEN LEAKED; (C) MEET YOUR REQUIREMENTS OR THAT THEIR OPERATION OR USE WILL BE ERROR FREE. THE DARK WEB SCAN AND DARK WEB MONITORING PRODUCTS PROVIDED UNDER THESE AUTHPOINT TERMS AND THE LICENSE DO NOT CONSTITUTE A POLICY OR CONTRACT OF INSURANCE AGAINST IDENTITY THEFT AND WATCHGUARD'S LIABILITY TO YOU WITH RESPECT TO ANY LOSSES YOU MAY SUFFER OR INCUR AS A RESULT OF YOUR EMAIL ADDRESS(ES), CREDENTIALS, OR DOMAIN(S) BEING LEAKED IN A DATA BREACH ARE LIMITED AS SET FORTH IN THE LICENSE. Use of Dark Web Scan or Dark Web Monitoring does not stop the sale or purchase of any information affected by a data breach, and it does not prevent that information from being used fraudulently. WatchGuard is not responsible for any issues arising out of or relating to a data breach affecting your email address(es) or domain(s), including, without limitation, the actual sale or purchase of any of your or your End Users' personal information.
12. **Survival.** The following terms and conditions of these AuthPoint terms will survive any termination or expiration of this License or the relevant Order: Sections 6(g), 8, 10, and 11.

## ANNEX 2 – Wi-Fi Access Point Hardware and Software Product-Specific Terms

If you are accessing, obtaining, or using Wi-Fi access point hardware and software, as well as Wi-Fi related WatchGuard Cloud™ and Wi-Fi Cloud™ services, the terms of this Annex 2 – Wi-Fi Access Point Hardware and Software Product-Specific Terms (“**Wi-Fi Terms**”) will apply to you. These Wi-Fi Terms form part of the License between you and WatchGuard.

1. **Definitions.** For purposes of these Wi-Fi Terms the following initially capitalized terms have the meanings set forth below:
  - a) “**Wi-Fi End User**” means (i) if you are an organization, each individual in your organization who is authorized by you to use the Wi-Fi Products, (ii) if you are an MSP, each individual in your Customers’ organizations who is authorized by you to use the Wi-Fi Products, as well as (iii) where applicable, individuals outside of your or your Customers’ organizations that may be authorized to use Wi-Fi network created by you or your Customers.
2. **Additional Terms.** If you are agreeing to this License and have ordered, registered for or otherwise selected to use Basic Wi-Fi, Secure Wi-Fi, and Total Wi-Fi access point hardware and software, you also agree to be bound by the terms contained in
  - (i) End User License Agreement with Arista Networks, Inc. (hereinafter, “Arista”) located at <https://www.arista.com/assets/data/pdf/EndUserLicenseAgreement.pdf>, and (ii) Cloud Services Subscription Agreement with Arista that is current at the time and located at [www.arista.com/assets/data/pdf/MasterServicesAgreement.pdf](https://www.arista.com/assets/data/pdf/MasterServicesAgreement.pdf), both of which may be updated at any time and at the sole discretion of Arista by notice via Arista website.
3. **Wi-Fi End User Information.** WatchGuard may collect certain information about Wi-Fi End Users. Such Wi-Fi End User information may include Technical Information and Personal Information. To the extent this is the case, Section 6 of the License applies.
4. **Additional Representations and Warranties.** In addition to the representations and warranties outlined in Section 10 of the License, you also agree to use Wi-Fi access point hardware and software in compliance with any region and/or country specific laws and regulations that determine radio channels allowed for outdoor and/or indoor use.