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PLEASE READ THIS AGREEMENT CAREFULLY. YOU MUST REVIEW AND EITHER ACCEPT OR REJECT THE TERMS OF THIS EULA BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY CLICKING THE "I ACCEPT" BUTTON, DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS EULA, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND THE ENTITY ON WHOSE BEHALF THE SOFTWARE IS USED (FOR EXAMPLE, IF APPLICABLE, YOUR EMPLOYER). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT CLICK THE "I ACCEPT" BUTTON, DOWNLOAD, INSTALL OR USE THE SOFTWARE.

This end user license agreement (the "**Agreement**") is made by and between Netwrix Corporation, ("**Netwrix**"), a Delaware corporation with a principal place of business at 300 Spectrum Center Drive, Suite 200, Irvine, CA 92618, and the entity on whose behalf the Software is used ("**Licensee**") (each a "**Party**" and together the "**Parties**"). This Agreement, together with any documents incorporated herein by reference, sets forth all terms and conditions applicable to use of the Software by Licensee.

DEFINITIONS. All capitalized terms used herein shall have the definitions attributed to them in this section or elsewhere in this Agreement.

- A. "**Software**" means the Netwrix proprietary licensed computer software program(s) downloaded and/or installed, pursuant to this Agreement, and the Documentation. The term Software includes Trial Software, Subscription Software, and Perpetual Software.
- B. "**Trial Software**" means Software downloaded for temporary evaluation purposes.

- C. **"Subscription Software"** means Software licensed with time limits, other than Trial Software, pursuant to an Order.
- D. **"Perpetual Software"** means Software licensed with no time limits pursuant to an Order.
- E. **"Documentation"** means the technical documentation provided with the Software or otherwise made available to Licensee by Netwrix at www.netwrix.com/documentation.html, excluding links to any information or data at a different URL.
- F. **"Cloud Service"** means the reporting dashboard made available to Licensee by Netwrix through www.netwrix.com pursuant to a Trial, Preview or Sandbox or an Order, as applicable.
- G. **"Services"** means the Netwrix proprietary services provided remotely in relation to the Software pursuant to an Order. The term "Services" includes Maintenance Services, JumpStart Services, and Professional Services.
- H. **"Maintenance Services"** means any remote maintenance and support services provided to Licensee pursuant to an Order including evaluation support and standard support.
- I. **"JumpStart Services"** means remote implementation assistance services provided to Licensee pursuant to an Order.
- J. **"Professional Services"** means any remote services, other than Maintenance Services and JumpStart Services, provided to Licensee pursuant to an Order including, without limitation, deployment, customizations, integrations, and taxonomy development.
- K. **"Order"** means any order for Software, Cloud Service, or Services, including a signed quote or other document in accordance with a quote.

SECTION 1. SOFTWARE.

1.1 Software.

1.1.1 Trial Software. The term of the license for Trial Software is thirty (30) days from the Trial Software installation date ("**Evaluation Period**"). Licensee may use the Trial Software during the Evaluation Period solely for the purpose of evaluating whether to purchase a license to the Software. Licensee can only obtain one Evaluation Period per release of the Software unless Netwrix, in its sole discretion, grants an extension of the Evaluation Period. There is no fee for Licensee's use of the Software in accordance with this Agreement during the Evaluation Period, however, Licensee is responsible for any applicable shipping

charges or taxes which may be incurred under this Agreement, and any fees which may be associated with usage beyond the scope permitted herein. Licensee acknowledges that it is downloading the Trial Software with the intent to purchase a license to use the Software upon completion of a successful Evaluation Period. Netwrix sales representative may contact Licensee after the download to discuss Licensee's purchase of a license.

1.1.2 Perpetual Software. The term of the license for Perpetual Software shall be perpetual, unless terminated or renewed in accordance with this Agreement or an amendment hereto.

1.1.3 Subscription Software. The term of the license for Subscription Software shall begin and end on the dates set forth in the Order, unless terminated in accordance with this Agreement or an amendment hereto. Any Subscription Software will automatically renew for subsequent terms of the same duration and at the same quantities, unless Licensee notifies Netwrix in writing that it will not renew in advance of the end date of the then-current term. Netwrix reserves the right to increase fees for each renewal, which increases will be communicated to Licensee prior to expiration of the then-current term.

1.1.4 License Grant to Software. Subject to the terms and conditions of this Agreement and, when applicable, the Order, Netwrix hereby grants to Licensee, and Licensee accepts from Netwrix, a non-exclusive, non-transferable and non-sublicensable right to install, use, access, run, or otherwise interact with one copy of the Software for Licensee's own internal business operations and in accordance with the Documentation. Licensee may make a reasonable number of additional copies of the Software (excluding Trial Software) solely for non-productive, archival purposes; provided that, the original productive and non-productive copies of the same license are not in use at the same time and each copy contains all titles, trademarks, copyrights and restricted rights notices as in the original, and is not provided to any third party. The Software is provided in binary code only. Nothing in this Agreement entitles Licensee to receive source code for the Software.

1.1.5 Upgrades. If Licensee downloads the Software as an upgrade to an existing software product from Netwrix, Licensee agrees that the terms of this Agreement will apply to such software product, as upgraded and that these shall be the only terms and conditions applicable to such upgraded Software. Netwrix may update the terms of this Agreement at any time in its sole discretion. Netwrix will notify Licensee of any such updates and Licensee's continued use of the Software after such notice will constitute Licensee's agreement to the updated terms.

1.2 Restrictions. Licensee may not: (a) modify the Software or any portion thereof in any manner; (b) reverse engineer, decompile, disassemble, modify,

adapt, rent, lease, loan or create derivative works based upon the Software or any part thereof; (c) use the Software as a managed service provider, application service provider, software as a service basis, or in any commercial time share arrangement, or in any other activity intended to directly produce revenue without the prior written consent of Netwrix; (d) resell the Software licensed hereunder or use the Software to provide consulting or training services to third parties; (e) assign the Software to a third party for use in managing Licensee's environment without the prior written consent of Netwrix; or (f) install, use, or run the Software in any third party facility, or to enable others to do so. Licensee represents and warrants to Netwrix that Licensee shall not, and shall not permit any other person to: (x) use the Software for purposes of (i) benchmarking or competitive analysis of the Software, (ii) developing, using or providing a competing software product or service, or (iii) any other purpose that is to Netwrix's detriment or commercial disadvantage; (y) copy the Software in whole or in part; and (z) use the Software in violation of any law, regulation or rule.

1.3 Government Users. The Software is a "commercial item", as that term is defined at 48 C.F.R. 2.101), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (or an equivalent provision, e.g., in supplements of various U.S. government agencies, as applicable), all U.S. Government users acquire the Software with only those rights set forth herein. The manufacturer is Netwrix Corporation, 300 Spectrum Center Drive, Suite 200, Irvine, CA 92618.

1.4 Export Law Assurances. Licensee shall not export or re-export, or allow the export or re-export of the Software or any copy, portion or direct product of the foregoing, in violation of any export laws, restrictions, national security controls or regulations of the United States or other applicable foreign agency or authority.

1.5 Locking Mechanism. Trial Software and Subscription Software include a locking mechanism that automatically will prevent Licensee's use of such Software following the expiration of the applicable license term. Licensee may not disrupt, disable or interfere with the locking mechanism, and may not use such Software following the expiration of the applicable license term unless Licensee purchases a license, in the event of Trial Software, or a renewal license, in the event of Subscription Software, from Netwrix.

1.6 Reservation of Rights. Netwrix reserves all rights, implied or otherwise, which are not expressly granted to Licensee hereunder. The Software is licensed

only, not sold, and Netwrix retains all ownership of and all rights, title and interest in and to the Software including, without limitation, all intellectual property rights, excluding only any third-party components incorporated therein.

1.7 Third Party Components. The Software is distributed with certain third-party components licensed to Netwrix pursuant to “open source” licenses, which such licenses require certain provisions to be included in any distribution of such third-party components. Licensee acknowledges those terms set forth in the text files accompanying the Software when Licensee uses the Software, a copy of which is available at www.netwrix.com/eula_third_party.html. Any such third-party software is provided with the rights set forth in the applicable license terms, and is provided “AS-IS” with no warranties. Such third-party license terms do not apply to the Software as a whole, and do not apply to the proprietary portions of the Software owned by Netwrix.

1.8 Usage Verification. Where applicable, Licensee acknowledges that the Software includes a phone home capability that will periodically connect to the Internet and transmit license usage data to Netwrix for purposes of verifying Licensee’s compliance with this Agreement. The information collected by Netwrix may include the license key, the application(s) being audited with the Software, and the number of users/objects being audited with the Software (the “**Phone Home Data**”). If the Software does not include a phone home capability or Licensee disables the phone home capability, then Licensee shall, upon Netwrix’s request (which request may not be more frequently than annually), certify Licensee’s usage of the Software and permit Netwrix to review Licensee’s use of the Software for compliance with this Agreement. Any reviews shall be scheduled at least fifteen (15) days in advance, shall be conducted during normal business hours at Licensee’s facilities, and shall not unreasonably interfere with Licensee’s business activities. If Licensee’s use of the Software is found to be greater than contracted for, such over-use will be deemed an Order for all licenses used in excess of the contracted quantity and Licensee will be invoiced for and agrees to pay for such additional licenses at the same per unit cost as the contracted quantity, in accordance with the terms of the Agreement.

1.9 Customer Experience Program. This Section 1.9 applies when the Software includes a customer experience program. Where applicable, Licensee agrees that, unless it opts-out during installation of the Software or changes its preferences in the Software settings after installation of the Software, in addition to any Phone Home Data collected by Netwrix as contemplated above, the Software will transmit user activity data and logs to Netwrix detailing statistical

information about Licensee's use of the Software and its functions, and aggregate usage data for the purposes of generating statistical metrics and analytics regarding use of the Software (collectively, "**Usage Data**"). Netwrix may use Usage Data to better understand the features and functionality Licensee's users find useful for purposes of improving its products and services, and for its other internal business purposes. Netwrix will use such Usage Data as contemplated under this Agreement and otherwise in accordance with applicable law. If Licensee does not agree to such collection and use of Usage Data, Licensee can opt-out of the Netwrix Customer Experience Program during installation of the Software or by changing Licensee's preferences in the Software settings after installation of the Software.

SECTION 2. CLOUD SERVICES.

2.1 License Grant to Cloud Services. Subject to the terms and conditions of this Agreement, Netwrix hereby authorizes Licensee to use the Cloud Service on a non-exclusive subscription basis. If Licensee is participating in non-productive limited use of the Cloud Service in a trial, sandbox or preview mode or environment for testing, demonstration and integration testing purposes ("**Trial, Preview or Sandbox**"), Netwrix will make the Cloud Service available to Licensee until the earlier of: (a) the end of the free Trial, Preview or Sandbox use period, which period shall be thirty (30) days from the date Netwrix establishes the Account unless otherwise agreed by Netwrix in writing; (b) the start date of any Order executed by Licensee for productive use of the Cloud Service; or (c) cessation or suspension of the Cloud Service at Netwrix's option. Upon expiration or termination of the Cloud Service, Licensee shall not access or use or permit any Cloud User to access or use any Cloud Service.

2.2 Accounts and Access. Upon receipt of a request for Trial, Preview or Sandbox or executed Order, as applicable, Netwrix will establish a unique account for Licensee's use of the Cloud Service ("**Account**"). Licensee may grant access to the Cloud Service to Licensee's employee(s) or authorized agent(s) who have been given login access credentials by Netwrix for purpose of accessing the Cloud Service in connection with their relationship to Licensee (collectively, "**Cloud User(s)**").

2.3 Cloud Service Data. Licensee acknowledges that although the Software is installed on-premise at Licensee's designated facilities, the Cloud Service will be accessible only via www.netwrix.com and any data transmitted to the Cloud

Service by or on behalf of Licensee or Cloud Users in its use of the Software ("**Cloud Service Data**") will be stored within the cloud computing service Netwrix deems optimal. Licensee (i) remains responsible for any access to the Cloud Service through the Account, (ii) is obligated to protect and not to disclose to third parties the usernames and passwords it or Netwrix establishes for its Cloud Users, and, (iii) shall take reasonable steps to ensure that each Cloud User abides by the terms and conditions of this Agreement. If Licensee becomes aware of any suspected or actual violation of the Cloud Service, abuse, unauthorized use or access, vulnerability, security incident, confidentiality or privacy breach, then Licensee shall promptly notify Netwrix customer support at www.netwrix.com/support.html.

2.4 Trial, Preview or Sandbox Use. If Licensee is using the Cloud Service in a Trial, Preview or Sandbox, the Cloud Service is provided for evaluation purposes only and Licensee will not, and will not permit any third party, to process Licensee production Cloud Service Data during the applicable use period. Any Cloud Service Data produced under the Cloud Service or provided to Netwrix during the applicable Trial, Preview or Sandbox use period is not recoverable or available upon the expiration or termination of the aforementioned period.

2.5 Provision of the Cloud Service. Subject to any downtimes caused by the cloud computing service or for scheduled maintenance, Netwrix shall use commercially reasonable efforts to make the Cloud Service available to Licensee on a 24/7 basis in accordance with the service levels applicable to the Software. Nothing contained herein shall limit Netwrix's right to grant access or otherwise distribute or make available the Cloud Service, in whole or in part, to any third party. NOTWITHSTANDING THE FOREGOING, THE PROVISION OF THE CLOUD SERVICE BY NETWRIX MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NETWRIX SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

2.6 Cloud Service Data Security. Netwrix has implemented administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the Cloud Service Data on the Cloud Service, as set out in the Cloud Service Documentation. Without limiting the foregoing, Netwrix shall not: (i) modify the Cloud Service Data; or (ii) disclose the Cloud Service Data to third parties, except as necessary to perform the Cloud Service, or as expressly permitted by Licensee herein or otherwise in writing. Netwrix shall delete Cloud Service Data from the Cloud Service after the termination or expiration of the applicable subscription period or upon Licensee's earlier written request.

Netwrix may modify the Cloud Service from time to time, in its discretion, without notice to the Licensee, for the purpose of improving Cloud Service features, functions or performance, provided that no such modification shall materially reduce the level or quality of the Cloud Service, as offered as of the date Netwrix established the Account. Notwithstanding the foregoing, Netwrix may apply any improvements and modifications to the Cloud Service required to maintain Netwrix's legal and regulatory requirements, as well as security standards so long as such improvements and modifications do not materially reduce the security and privacy safeguards. It is Licensee's sole responsibility to maintain the security of Licensee's computer systems and comply with any industry standard minimum security requirements to gain access to the Cloud Service.

2.7 Intellectual Property. Licensee acknowledges that all right, title and interest in the Cloud Service shall be owned by Netwrix. Notwithstanding the foregoing, Licensee retains any right, title, and interest in all Licensee Cloud Service Data. Licensee hereby grants to Netwrix a non-exclusive, worldwide, sub-licensable right to use the Cloud Service Data solely to the extent necessary to perform the Cloud Service or as expressly permitted by Licensee herein or otherwise in writing.

SECTION 3. SERVICES.

3.1 Maintenance Services.

3.1.1 Scope of Maintenance Services. The scope of the Maintenance Services is as follows:

- A. Netwrix shall make available to Licensee via web download new versions and releases of the Software, including Software corrections, enhancements and upgrades, if and when Netwrix makes them generally available without charge to licensees of the Software.
- B. Netwrix shall respond to communications from Licensee that report failures of the Software to operate substantially in accordance with its specifications.
- C. Netwrix shall respond to a reasonable number of communications from Licensee that request consultation on the operational/technical aspects of the Software, provided that such requests are made by individuals generally skilled in the use of computers.

- D. Licensee shall have access to Netwrix Technical Support Web site at www.netwrix.com/support.html
- E. Netwrix's Maintenance Services shall be available via the Web, telephone, or email. Netwrix will respond to inquiries within two (2) business days from receipt of the inquiry.

3.1.2 Maintenance Services Term. Netwrix will make available the Maintenance Services beginning and ending on the dates set forth in the Order (the “**Maintenance Services Term**”); provided that, Netwrix may deny Maintenance Services if it has not received the applicable fees.

3.1.3 Renewal. Each Maintenance Services Term will automatically renew for subsequent terms of the same duration, unless Licensee notifies Netwrix in writing that it will not renew in advance of the end date of the then-current term. Netwrix reserves the right to increase fees for each renewal Maintenance Services Term, which increases will be communicated to Licensee prior to expiration of the then-current Maintenance Services Term.

3.1.4 Non-Payment. Netwrix may deny Maintenance Services during any Maintenance Services Term if it has not received all applicable fees.

3.1.5 Onboarding. When “Onboarding Services” is included in an Order, Netwrix will provide remote guided onboarding assistance with Licensee’s initial installation of the Software as part of Maintenance Services.

3.2 JumpStart Services.

3.2.1 Scope of JumpStart Services. The scope of the JumpStart Services will be set forth in an Order and Project Document (as such term is defined in the Professional Services Addendum attached hereto as Exhibit A).

3.2.2 JumpStart Services Term. Netwrix will commence and complete the JumpStart Services within a reasonable time considering the complexity and circumstances of the JumpStart Services (“**JumpStart Services Term**”). During the JumpStart Services Term, Licensee will make diligent efforts to schedule and complete the JumpStart Services, including, without limitation, having the proper personnel, equipment, and environment available in a timely manner.

3.2.3 Completion. The JumpStart Services will be considered fully delivered and completed upon the earlier of: (i) signature by Licensee acknowledging completion of the JumpStart Services, or (ii) five attempts by Netwrix via email to contact Licensee following completion of the JumpStart Services to which Licensee has been unresponsive. Notwithstanding the foregoing, the right to use the JumpStart Services will expire ninety (90) calendar days following purchase of the JumpStart Services.

3.3 Professional Services.

3.3.1 Scope and Term of Other Professional Services. The scope and term of the Professional Services will be set forth in an Order and a statement of work ("**SOW**") agreed by Netwrix and Licensee prior to commencement of the Professional Services. SOWs will be billed on a time and materials basis or as otherwise agreed between Netwrix and Licensee in the SOW. Each SOW for a fixed price will state the applicable fees and payment milestones (if any).

3.3.2 Professional Services Deliverables. "**Deliverables**" means any work product, whether in written, oral, electronic or other form, created by Netwrix pursuant to a SOW. When applicable, Netwrix grants to Licensee an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, paid-up right and license to use the Deliverables as reasonably necessary to enable the full benefit of the Professional Services in relation to the Software. Licensee acknowledges that Licensee has no rights or license to use the Deliverables other than as stated in the foregoing sentence, and Licensee agrees not to use the Deliverables in any other manner.

3.4 Other Services. For the avoidance of doubt, the Parties will enter into a separate agreement for any services other than Maintenance Services, JumpStart Services, and Professional Services.

3.5 Intellectual Property. Licensee acknowledges that all right, title and interest in any intellectual property rights created as a part of the Maintenance Services, JumpStart Services, and Professional Services, including without limitation any Deliverables, shall be owned by Netwrix. Notwithstanding the foregoing, Licensee retains any right, title, and interest in any Licensee confidential information shared with Netwrix as part of the Maintenance Services, JumpStart Services, or Professional Services, as applicable.

SECTION 4. CONFIDENTIALITY AND PRIVACY.

4.1 Confidentiality. "**Confidential Information**" means the Software, source code, object code, trade secrets, know-how and any proprietary tools, proprietary knowledge or proprietary methodologies of Netwrix not generally available to the public, to which the Licensee may gain access or knowledge as a result of this Agreement. The Licensee shall keep such Confidential Information confidential, and shall use commercially reasonable efforts and take all reasonable steps to protect the Confidential Information from any use,

reproduction, publication, disclosure, or distribution except as specifically authorized by this Agreement. The Licensee shall promptly notify Netwrix of any known unauthorized use, reproduction, publication, disclosure, or distribution of the Confidential Information and will cooperate with Netwrix in any litigation brought by Netwrix against third parties to protect its proprietary rights.

4.2 Advertising. Licensee agrees that Netwrix can publicly advertise that Licensee is a paying customer of Netwrix and the Software which Licensee is using. Advertising may include, without limitation, use of Licensee's name, logo, number of employees and other non-confidential information related to Licensee's use of Netwrix's products in connection with advertising via Internet, magazines, newspapers, TV, case studies, success stories, press releases, marketing materials, exhibits and other electronic and physical media.

4.3 Suggestions. To the extent Licensee provides or otherwise communicates any suggestions, enhancement requests, recommendations or otherwise provides feedback on the Software, Cloud Service or Services (collectively, "**Comments**"), Licensee hereby grants Netwrix a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual, unrestricted license to use and/or incorporate the Comments and all underlying ideas contained in the Comments into the Software, Cloud Service or Services (or other product or service offerings) and create any derivative works thereof.

4.4 Privacy. To the extent any personal information is collected by Netwrix in connection with this Agreement, Netwrix will only use such personal information in accordance with its Privacy Policy, available at www.netwrix.com/privacy.html.

SECTION 5. WARRANTIES.

5.1 "AS-IS" Warranty for Trial Software. LICENSEE AND NETWRIX AGREE THAT THE TRIAL SOFTWARE IS PROVIDED "AS IS" AND UNSUPPORTED, AND THAT NETWRIX MAKES NO WARRANTY AS TO THE TRIAL SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

5.2 Limited Software Warranty for Subscription Software and Perpetual Software. Netwrix warrants that for a period of thirty (30) days from the date

Netwrix issues Licensee's license keys for the Software: (i) the media provided by Netwrix, if any, on which the Software (excluding Trial Software) is recorded will be free from material defects in materials and workmanship under normal use, and (ii) the Software (excluding Trial Software), as provided by Netwrix, will substantially conform to the specifications in the Documentation applicable to such Software (collectively, the "**Software Warranties**"). Licensee must report in writing any breach of the Software Warranties to Netwrix during the warranty period, and Licensee's exclusive remedy, and Netwrix's sole obligation, for any such breach of warranty shall be for Netwrix to either replace defective media and to correct or provide a workaround for reproducible errors that cause a breach of the Software Warranties within a reasonable time considering the severity of the error and its effect on Licensee or, at Netwrix's option, refund the license fees paid for the nonconforming Software upon return of such Software to Netwrix and termination of the related license hereunder.

5.3 Limited Services Warranty for JumpStart Services and Professional Services. Netwrix warrants that it will perform the JumpStart Services and Professional Services: (i) in a professional, diligent, and technically correct manner; and (ii) in substantial conformance with the applicable services scope for JumpStart Services, set forth in this Agreement, or for Professional Services, set forth in the SOW (collectively, the "**Services Warranties**"). Licensee must report in writing any breach of the Services Warranties to Netwrix within thirty (30) days following the performance of nonconforming JumpStart Services or within ninety (90) days following the performance of nonconforming Professional Services, as applicable, and Licensee's exclusive remedy, and Netwrix's sole obligation, for any breach of the Services Warranties, shall be for Netwrix to re-perform the nonconforming portion of the JumpStart Services or Professional Services, as applicable, or, at Netwrix's option, refund the fees paid for the nonconforming portion of the JumpStart Services or Professional Services, as applicable. Notwithstanding the foregoing, Netwrix shall have no obligation for breach of the Services Warranties to the extent arising out of Licensee's modification of Deliverables or use of Deliverables in violation of this Agreement or the SOW.

5.4 Disclaimer of Other Warranties. THE LIMITED WARRANTIES AS DESCRIBED IN THIS SECTION 5 ARE THE ONLY WARRANTIES PROVIDED TO LICENSEE. NETWRIX AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE, ANY ACCOMPANYING WRITTEN MATERIALS, ANY CLOUD SERVICE, AND ANY SERVICES.

SECTION 6. REMEDIES.

6.1 Limitation of Remedies and Damages. IN NO EVENT WILL NETWRIX, ITS LICENSORS, ITS AFFILIATES, SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES BE LIABLE TO LICENSEE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND DATA AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF NETWRIX OR A NETWRIX REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NETWRIX'S CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO NO GREATER THAN THE FEES PAID BY LICENSEE TO NETWRIX DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR THE SOFTWARE OR ANY SERVICES (EXCLUDING APPLICABLE TAXES AND PAYMENT FEES) THAT CAUSED THE DAMAGES. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN NETWRIX'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. LICENSEE AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOFTWARE OR ANY SERVICES BROUGHT BY LICENSEE MUST BE FILED WITHIN NO LATER THAN SIX (6) MONTHS AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM WILL BE FOREVER BARRED.

6.2 Indemnification. Licensee agrees to indemnify and hold harmless Netwrix, its licensors and their respective officers, directors, affiliates, employees, principals, shareholders and agents from and against any and all claims, causes of action, demands, losses, damages, costs and expenses of any type (including attorney's fees) arising out of or in connection with any breach of this Agreement by Licensee, or any wrongful or negligent act or omission by Licensee or its officers, employees or agents.

6.3 Injunctive Relief. Licensee hereby expressly agrees that a remedy at law for any breach or attempted breach of the provisions of this Agreement may be inadequate and Netwrix, in addition to any other rights or remedies, shall be entitled to seek injunctive and other equitable relief in the event of any such breach or attempted breach without having to: (i) post bond or other security to

prevent a breach or continuing breach of this Agreement, or (ii) prove actual damages.

6.4 WAIVER OF JURY TRIAL. LICENSEE HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE SOFTWARE, THE CLOUD SERVICE, THE SERVICES OR THIS AGREEMENT.

SECTION 7. GENERAL.

7.1 Termination. This Agreement, an Order, or a SOW may be terminated: (a) by mutual agreement of Netwrix and Licensee; (b) by Licensee, upon thirty (30) days prior written notice to Netwrix; or (c) by Netwrix, if Licensee breaches this Agreement and fails to cure such breach to Netwrix's reasonable satisfaction within thirty (30) days following receipt of Netwrix's notice thereof. Upon any termination of this Agreement, Licensee shall immediately cease all use of the applicable Software, destroy all copies of the Software in Licensee's possession and control, and certify in writing to Netwrix within thirty (30) days after termination that Licensee has destroyed such Software and all copies thereof. Termination of this Agreement shall not limit Netwrix from pursuing any remedies available to it, including injunctive relief, or relieve Licensee of its obligation to pay all fees that have accrued or have become payable by Licensee under this Agreement, any Order, or any SOW.

7.2 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall survive any termination/expiration of the Agreement and remain in effect following such termination/expiration.

7.3 Assignment. Licensee may not assign or transfer its rights or obligations under this Agreement without prior written approval by Netwrix and any purported assignment or transfer without Netwrix's written consent shall be null and void.

7.4 Interpretation. This Agreement is governed by the laws of the State of Delaware without regard to its conflicts of laws. Licensee irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by it will be brought and determined in the federal courts for the

District of Delaware, or if there is no federal jurisdiction, by the state courts of Delaware, and Licensee hereby irrevocably agrees to submit to the exclusive jurisdiction of the aforesaid courts with regard to any such action or proceeding arising out of or relating to this Agreement or the Software. The U.N. Convention of Contracts for the Sale of International Goods will not apply. Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. Netwrix will not be liable for any delay or failure of performance, and no delay or failure of performance will constitute a default or give rise to any liability for damages if such delay or failure is caused by causes beyond Netwrix's control, including, without limitation, acts of God, war, terrorism, and civil disturbance.

7.5 Entire Agreement. This Agreement, including any Order and SOW hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, whether written or oral, relating to the same subject matter. Any contrary or supplemental terms or conditions on any purchase order or other document issued by Licensee is for administrative convenience only and shall not be binding upon Netwrix, even if signed by Netwrix. Performance will not constitute acceptance by Netwrix of contrary or supplemental terms or conditions. Any amendment to this Agreement shall be binding upon Netwrix only if such amendment references this Agreement and is executed by Netwrix.

Exhibit A

Professional Services Addendum

The following Professional Services Addendum ("**Addendum**") to the Netwrix Corporation End User License Agreement ("**Agreement**") is only applicable to purchases of Jumpstart Services or Professional Services from Netwrix, as such terms are defined in the Agreement (each referred to herein as a "**Project**").

1) Definitions. Capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

(a) "Activities" means consulting and/or training services to be performed by Netwrix pursuant to a Project Document.

(b) "Customer" means the Licensee of the Software.

(c) "Day" means eight (8) hours.

(d) "Fixed Price Project" means a Project in which specific tasks are to be completed or items are to be created for a set fee, regardless of the Time required to complete the specific tasks or create the specific items.

(e) "Non-Workday" means a calendar day which is either a weekend or a holiday.

(f) "Prepaid Time" means Time for which Customer is invoiced immediately after submitting an Order or otherwise before Netwrix begins work on the Project, each as stated in the Order or Project Document.

(g) "Project Deliverable" refers to a specific task to be completed or item to be created as part of a Fixed Price Project pursuant to a Project Document.

(h) "Project Document" means a document issued simultaneously with or subsequent to an Order (and signed by Customer) for Jumpstart Services or Professional Services, which states the Activities and Project Deliverables involved in the Project, such as a SOW for Professional Services.

(i) "Time" means the quantity of Days or hours stated for a T&M Project.

(j) "Time and Materials Project" or "T&M Project" means a Project in which Activities are provided on a per-hour or per-Day basis.

(k) "Workday" means a Day during which Netwrix performs Professional Services, excluding Non-Workdays.

2) Process.

(a) Orders. The Order for a Project will state whether fees will be billed as a Fixed Price Project or T&M Project. When applicable, the Order will also state estimated travel and living expenses as a separate line item. Customer agrees to reimburse Netwrix for all travel and living expenses reasonably incurred in the performance of the Professional Services. Any Professional Services purchased by Customer are subject to the terms of this Addendum.

(b) Resources. After Netwrix receives Customer's Order and Project Document, Netwrix will assign personnel to the Project (the **"Project Team"**). The Project

shall start upon a date mutually agreed by Netwrix and Customer. Netwrix will be responsible for the acts and omissions of its personnel, including contractors (if any), in the course of performance of the Project.

(c) Termination. If Netwrix terminates an Order due to Customer's uncured breach of the Agreement or this Addendum, Customer shall pay Netwrix all hours that Netwrix has worked on Project Deliverables or Activities (as applicable) at Netwrix's then-current hourly rate and all expenses incurred by Netwrix; and Customer shall not be entitled to a refund of any unused Prepaid Time under the applicable Order. In the event that an Order is terminated, such termination shall not affect any other Orders.

(d) Assumptions and Customer Obligations. Customer will:

- Commit a technical resource, as may be required, to provide Netwrix with the assistance required to perform the Activities or complete the Project Deliverables.
- Provide the Project Team with adequate and appropriate accommodations at Customer's site (when applicable), as well as access to Customer's servers, systems, and data, as may be required, to perform the Activities or complete the Project Deliverables.
- Provide the Project Team with suitable business expertise, technical expertise, and decision-making authority to ensure efficient progress on the Project.
- On request, provide the Project Team manager with applicable documentation of Customer's current business practices applicable to the Project.

3) Completion of Project Deliverables.

This Section 3 applies only to Fixed Price Projects. Following the completion and delivery of the Project Deliverable(s), Netwrix will notify Customer in writing that the Project Deliverable(s) have been performed or created and delivered. Within ten (10) calendar days of the delivery of the Project Deliverable(s) to Customer (the "**Completion Acknowledgement Period**"), if Customer determines that the Project Deliverable(s) have not been completed in substantial conformance with their descriptions in the Project Document, it will so notify Netwrix in writing and describe each non-conformance ("**Notice of Non-Conformance**"). Upon Netwrix's receipt of a Notice of Non-Conformance, Netwrix will re-perform or re-create the non-conforming Project Deliverables and a new Completion Acknowledgment Period will begin upon delivery of the revised Project Deliverables. If Customer does not provide a Notice of Non-Conformance by the end of the Completion Acknowledgement Period, the Project Deliverables will be

deemed completed. Nothing in this Section 2(e) will affect Customer's rights under Section 5.3 of the Agreement.

4) Estimated Time.

This Section 4 applies only to T&M Projects. An Order for a T&M Project will contain the Time that Netwrix has estimated in good faith to be required to perform the Activities described in the Project Document for the T&M Project ("**Estimated Time**"). Netwrix shall use commercially reasonable efforts to complete the Activities within the Estimated Time; however, Netwrix does not represent or warrant that it can or shall do so. Netwrix shall promptly notify Customer if it determines that more Time shall be required to complete the planned Activities and shall not perform Activities beyond the Time without an executed modification to the relevant Order or Project Document (which modification may be approved by Customer via email or otherwise). Following Customer's email or other approval, Netwrix may reallocate the Time stated in the relevant Order or Project Document among the various resources stated in the fees table of the Project Document, provided such reallocation does not exceed the Estimated Time set forth therein. Activities shall use Prepaid Time, if any, before non-Prepaid Time.

5) Fees and Expenses.

(a) Dates Valid. The prices stated in a Order for a Project are valid for Activities performed within one (1) year of the date of Customer's execution of the Order. Any Prepaid Time for a T&M Project unused after twelve (12) months from the date of the last signature on the Order and Project Document shall expire without the right of refund. Notwithstanding the foregoing, the right to use the JumpStart Services will expire ninety (90) calendar days following purchase of the JumpStart Services.

(b) Normal Business Hours, Weekends, and Holidays. Unless otherwise agreed by Netwrix and Customer, all work on the Project shall be performed Workdays between the hours of 7:00 a.m. to 8:00 p.m. in Customer's local time ("**Normal Business Hours**"). Upon mutual agreement by Netwrix and Customer, Netwrix may work more than eight (8) hours in a Workday, four (4) ten-hour Workdays in a calendar week, after Normal Business Hours, or on Non-Workdays (each "**Abnormal Hours**"). Customer requests for Netwrix to perform work for a Project on Non-Workdays must be scheduled at least fifteen (15) days in advance and be for a minimum of one (1) Day. For billing purposes under an Order for a T&M Project, (i) a Workday on which Netwrix works ten (10) hours is

equal to, and billable as, one and one quarter (1.25) Days; (ii) a week in which Netwrix works four (4) ten-hour Workdays is equal to, and billable as, five (5) Days, (iii) work performed after Normal Business Hours or on a Non-Workday which is a weekend day, are billable as one and one half (1.5) hours shall be charged for each hour outside of Normal Business Hours, and (iv) and work performed on a Non-Workday which is a holiday, are billable as two (2) Days. If work is performed using Prepaid Time after Normal Business Hours or on a Non-Workday, one and one half (1.5) hours shall be used from the Estimated Time for each hour outside of Normal Business Hours, the Estimated Time shall be used at the rate of one and one half (1.5) Days for each Non-Workday which is a weekend on which Activities are performed and two (2) Days for each Non-Workday which is a holiday on which Activities are performed.

6) Non-Restrictive Relationship

Notwithstanding anything to the contrary, Netwrix may provide the same or similar services to other customers and Customer may utilize other information technology service providers that are competitive with Netwrix.

7) Effect of Addendum

Nothing in this Addendum is intended to modify, alter, reduce or change the rights or obligations of the parties to the Agreement, except as expressly stated in this Addendum. In the event there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control solely as to the subject matter of this Addendum. Unless specifically modified or amended by the terms of this Addendum, all the terms, conditions, liabilities and obligations of the Agreement shall be and remain applicable, in effect, valid, and enforceable between the Parties and applicable to this Addendum, all in accordance with the terms of the Agreement. This Addendum, the Agreement, and any Order or Project Document (as applicable) express the entire agreement with respect to the subject matter hereof.