



GCloud Services Terms and Conditions

Between

Somerford Associates Limited

AND

XXXXXXX (Client)

Dated xx/xx/xx

Introduction

This time and materials Services Agreement ("Agreement") is between Somerford Associates ("Somerford") and xxxxxxxxxxxxxxxx ("Customer"). This Agreement defines the scope of the services ("Services") that Somerford Associates will provide to the Customer.

Project Summary

To be completed for each project

Project Conditions

- Services are performed on a "time and materials" basis. The cost set out in this Agreement is a "not to exceed" amount. Should any items require additional time to complete then an additional Agreement will be agreed by both parties.
- The Customer will provide remote access via WebEx, MS Teams or another comparable remote access solution to the Somerford Engineer in order to facilitate the delivery of offsite Services and/or troubleshooting as required.
- Every effort has been made to account for whether a particular service will be delivered offsite or onsite. However, in certain circumstances, services previously designated as "onsite" may be performed remotely (offsite) and in such case no credit for the difference in the fees associated with these different "day types" will be provided to the Customer.
- If after six months from the date of the Effective Date there remain unused/undelivered days of services, the Customer will contact Somerford Associates to discuss scheduling services for those days. Unless otherwise agreed in writing, any unused and unscheduled days of services will expire one year from the date of the signing of this SOW, at which point Somerford Associates will be under no obligation to perform any additional services under this SOW. No credit/refund of unused service days will be provided.

Requirements

Please itemise each requirement, providing a name and description for each individual work item.

Work Item Name	Work Item Description

Contacts

	Name	Email	Phone
Somerford Commercial			
Somerford Technical			
Client Management			
Client Technical			

Client Responsibilities

The work will be performed under the scope as defined in this Agreement. The Agreement is subject to the following assumptions:

The client

- will provide access to equipment and personnel (including technical resources) necessary to complete the project. These resources will be provided when they are needed in order to avoid project delays.
- will appoint a single point of contact for the duration of the project. This person will have project management responsibilities, be technically astute and familiar with change request processes as well as have the authority to expedite if necessary.
- must provide Somerford a one (1) week notice for any cancellation or change of scheduled services or they will be charged for the originally scheduled time and any applicable travel change fees.
- will provide Somerford with access to the required servers and software to complete the Agreement requirements.
- will provide the Somerford consultant(s) with either access to the Internet or access to a computer with access to the Internet as required.
- prior to the testing phase, the Customer is responsible for producing the necessary testing scenarios.
- will either provide Somerford with a client contact that has the proper administrative access to all applications and servers and will have the ability to reboot servers as necessary within twenty-four (24) hours of request or will provide Somerford with this capability.
- will ensure all systems meet the minimum system requirements.
- will ensure all systems and applications that are part of the SOW must be on supported platforms.

Amendment to the Scope

During the performance of the engagement, certain issues may arise that effectively prevent the completion of the work outlined in this Agreement within the planned time frame, such as, but not limited to, hardware or network failures or outages in the Client's environment, problems with the Client's in-house or third-party software, or the unavailability of key Client personnel. If this situation occurs, the designated Somerford Consultant will work with the Client to identify and document the scope change, its impact on the project approach, timing, fees, resources, and the quality of project results. Somerford will document this and any change in scope must be agreed to in writing prior to Somerford reengaging on the project and will require the signature of both

Somerford and the Client. Any other problems, disputes or issues arising during this engagement should be communicated as soon as possible after identification to the designated Somerford Consultant for resolution.

Fees

Somerford professional services rates are as per the G-Cloud 15 price list. All prices are quoted exclusive of VAT

Payment

Invoices are to be paid within 30 days from the invoice date.

Duration

Somerford estimates that the Agreement will require the following number of professional services days to complete.

Quote

x days of professional services * £x's

Data Processing

Subject Matter of Processing

Personal and Commercially sensitive Data relating to [ADD DETAILS] which Somerford may process in carrying out its legitimate business interests and obligations under this SoW.

Duration of Processing

For the later of Somerford's fulfilment of its obligations to the Customer or termination of this SoW.

Nature of Processing

Collection, and such organisation, adaptation, storage, retrieval, consultation, use, disclosure, making available, restriction, erasure and destruction as is necessary for the fulfilment of this SoW.

Purpose

Carrying out Somerford's legitimate business interests and obligations to the Customer pursuant to this SoW.

Data Subject Types

Customer employees, economic and financial documents, system logs or data provided in confidence by customers for the fulfilment of this SoW.

Master Subscription and License Agreement

Last updated: September 10, 2025

[Archive](#)

THIS AGREEMENT CONTAINS THE BINDING TERMS AND CONDITIONS APPLICABLE TO YOUR USE OF ANY DELINEA SOFTWARE SOLUTIONS AND RELATED SERVICES. PLEASE CAREFULLY READ THIS AGREEMENT. BY DOWNLOADING, INSTALLING, ACCESSING, OR USING DELINEA SOFTWARE SOLUTIONS, YOU ARE ACCEPTING THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU HAVE NO RIGHTS TO USE OR ACCESS THE DELINEA SOFTWARE SOLUTIONS AND YOU MUST: (1) NOT DOWNLOAD, INSTALL, ACCESS, OR USE THE DELINEA SOFTWARE SOLUTIONS, (2) PROMPTLY CEASE ANY USE OR ACCESS TO DELINEA SOFTWARE SOLUTIONS, AND (3) DESTROY ALL COPIES AND DOCUMENTATION AS APPLICABLE. IF YOUR COMPANY HAS A SEPARATELY EXECUTED AGREEMENT WITH DELINEA, THEN THE SEPARATELY EXECUTED AGREEMENT WILL INSTEAD APPLY AS OF AND FROM ITS EFFECTIVE DATE ONWARDS, PROVIDED ANY TRANSACTION OR ACTIVITY NOT COVERED IN THE SEPARATELY EXECUTED AGREEMENT SHALL BE COVERED BY THIS AGREEMENT.

This Master Subscription and License Agreement (the “MSLA” or “Agreement”) is entered into as of the Effective Date by and between Delinea Inc., a Delaware Corporation, with offices at 221 Main Street, Suite 1300, San Francisco, CA 94105, USA (together with its Affiliates transacting hereunder, “Delinea”), and each entity that subscribes to, licenses, or otherwise uses the Solutions (“you” or “Customer”). Delinea and Customer are also hereinafter sometimes referred to individually as a “party” or collectively as the “parties.” The term “Affiliate” means any person or entity directly or indirectly controlling, controlled by, or under common control with Customer or Delinea. Other capitalized terms used in the MSLA are defined within the MSLA.

Customer’s subscriptions to and licenses of Delinea software solutions (each a “Solution” and collectively, the “Solutions”) and purchases of Support Services and Professional Services are governed by this MSLA.

1. ORDERING DOCUMENTS. All quotation documents, purchase orders, order forms, order acceptance forms, change orders, statements of work (“SOWs”),

and other similar ordering documents issued and accepted by the parties (each an “Ordering Document” and collectively, the “Ordering Documents”) are subject to the MSLA.

- A. Ordering Documents should reference an authorized Delinea quotation number and specify the one-year, two-year, or three-year initial term selected for each ordered Solution and Support Services package (the “Initial Term”). After the Initial Term, each Solution and Support Services package will renew for a one-year term (or other mutually agreed term) as provided in Section 8 of this MSLA (each, a “Renewal Term” and together with the Initial Term, the “Term”).
- B. In the event of a conflict between the terms of the MSLA, an Ordering Document, or the Documentation, the order of precedence will be: (i) the MSLA, (ii) the Ordering Document and (iii) the Documentation; provided that a conflicting term in an Ordering Document will take precedence over the MSLA or Documentation if the Ordering Document (a) is signed by an authorized representative of both parties, (b) expressly states that the parties intend to override or replace a provision of the MSLA or Documentation that it overrides, and (c) identifies the particular provision in the MSLA or Documentation being overridden or replaced. All other conflicting terms are hereby rejected even if set forth in a writing executed by Delinea.
- C. If Customer purchases a Solution through a channel partner, which may include authorized resellers, distributors, systems integrators, or online marketplaces, authorized by Delinea to market and resell the Solution (each an “Authorized Channel Partner”), then notwithstanding anything in the MSLA or any other documents pertaining to Customer’s purchase of a solution through an Authorized Channel Partner to the contrary: (i) the MSLA governs Customer’s use of the Solution; (ii) Customer’s order for such purchase will be placed directly with, and managed by, the Authorized Channel Partner; (iii) Customer’s payment obligation for such purchase will be to the Authorized Channel Partner and not to Delinea; provided, Customer agrees that Delinea may enforce such obligation and collect all outstanding amounts directly from Customer if Customer is delinquent in paying any such amounts to the Authorized Channel Partner; (iv) Customer shall request and obtain any refund or Service Credits provided for in this Agreement solely from the applicable Authorized Channel Partner; and (v) Customer agrees that any terms and conditions agreed between Customer and an Authorized Channel Partner are solely between Customer and such Authorized Channel Partner, are not binding on Delinea, and do not affect, modify, or supplement this MSLA. Customer may purchase Delinea enhanced Support Services and/or Delinea

Professional Services from an Authorized Channel Partner only if such Authorized Channel Partner has been specifically authorized by Delinea to market and resell such Support Services and Professional Services, in which case this Section 1(C) shall apply to such purchase.

2. Pricing, Payment Terms and Invoicing. SaaS Subscriptions, Licensed Software, Support Services, Professional Services, and other offerings are subject to the fees and prices stated in the Ordering Documents or, to the extent not stated in the Ordering Documents, Delinea's authorized price lists (as may be updated from time-to-time) (collectively, the "Fees"). Fees are exclusive of any taxes, duties, or other similar charges. Customer's rights to access and use the Solutions or receive Support Services and Professional Services are subject to its payment of the Fees in accordance with the payment terms and as invoiced as set forth herein. Customer is responsible for maintaining current billing contact and information on file with Delinea for invoicing and related purposes.
 - A. Payment Terms for Fees. All Fees are due and payable **net 30 days** after the date of invoice, provided that invoiced amounts disputed by Customer in accordance with Section 2(E) shall have an additional thirty (30)-day grace period to permit the parties to resolve the dispute. Customer shall reasonably cooperate with Delinea to set up and pay invoices through electronic funds transfer or other digital method.
 - B. Subscription, License and Support Services Fees. Fees are payable annually in advance for SaaS Subscriptions, Licensed Software and Support Services whether the term is an Initial Term or a Renewal Term, and shall be nonrefundable and irrevocable, except as otherwise provided in the MSLA.
 - i. Invoicing. Delinea may invoice the Fees payable for the Initial Term of any SaaS Subscription, Licensed Software or Support Services upon receipt of the applicable Ordering Document and in accordance with the terms stated therein. Subject to the renewal provisions in Section 8, for each Renewal Term, Delinea may invoice Customer for Fees due at least thirty (30) days prior to the start of the Renewal Term. Customer agrees to timely provide all Ordering Documents reasonably requested by Delinea to process renewal invoicing to avoid a lapse or disruption of services.
 - ii. Usage-Based Fees. Certain Solutions carry Fees based on actual usage (such as number and type of users, agents, API calls, hosts, or secrets as applicable to the specific Solution). Invoices for the Initial Term shall reflect the Fees based on Customer's usage as set forth in the Ordering Documents. Invoices for each Renewal Term shall reflect Customer's usage

as tracked by the applicable Solution's usage tracking and/or reporting functionality. Customer's use of a Solution represents its consent to such usage tracking for billing purposes. If information on usage is not available at the time an invoice is issued, Delinea shall separately invoice Customer for the additional usage.

- iii. Usage Reporting Requirements. During the term of the MSLA and for two (2) years thereafter, Customer agrees to maintain complete and accurate records of usage for usage-based Solutions. Customer shall provide usage verification information for billing and other purposes (a) twice per year (on May 31 and November 30) for the Term, with reporting beginning after the first six (6) months of the Initial Term; and (b) periodically upon Delinea's request for billing purposes (the "Usage Reporting Dates"). Customer shall provide usage reporting information within fifteen (15) days of the Usage Reporting Dates and otherwise timely comply with applicable usage reporting requirements for each Solution as a condition of its continued use. Customer also authorizes automatic usage reporting to Delinea for SaaS Subscriptions and other Solutions that contain automatic usage tracking functionality.
 - iv. Delinquencies. Timely and accurate reporting of usage and payment of applicable Fees are conditions of Customer's entitlement to pricing discounts and continued use of Solutions. Accordingly, Customer hereby agrees that where usage reporting is materially delinquent, Fees for past usage shall be billed at Delinea's then-current list pricing.
 - v. Usage Audit Rights. During the term of the MSLA and for two (2) years thereafter, Delinea shall have the right upon reasonable notice and at a mutually convenient time no more than thirty (30) days from the date of such notice to audit Customer's Solution usage records to verify accuracy of its usage reporting. Delinea shall disclose to Customer any under reported usage revealed by an audit and the parties shall reasonably cooperate to resolve any Customer disputes within 10 days of Delinea's disclosure, at which time Delinea may invoice Customer for any under reported usage.
- C. Professional Services Fees. Fees for Professional Services are invoiced upon receipt of Customer's Ordering Document for Professional Services and must be paid in full by Customer before the performance of the Professional Services, unless otherwise provided in the applicable SOW. Work will proceed on the schedule and timing

mutually agreed in writing between Customer and Delinea. Fees for Professional Services are nonrefundable.

- D. Taxes. Customer is responsible for all taxes, duties or similar charges associated with its access to, licensing or use of a Solution or purchase or receipt of any services under the MSLA (excluding taxes assessed on Delinea's income), and Delinea may invoice and collect any such taxes, duties, or charges from Customer unless Customer timely provides Delinea with a valid tax exemption certificate authorized by the appropriate taxing authority. Delinea is not required to invoice Customer for any taxes that Customer is obligated to declare and pay directly under applicable law. Customer agrees to indemnify Delinea for any amounts, including fines and penalties due to Customer's noncompliance.
 - E. Invoice Disputes; Delinquency Remedies. Customer must notify Delinea in writing of any invoice amount disputed in good faith and on a *bona fide* basis prior to the due date of the disputed invoice and provide reasonable supporting documentation. All invoiced amounts not disputed using the foregoing procedure are due and payable by the due date (even if a portion of the invoice is disputed). All disputes are subject to the dispute resolution provisions in Section 17 of the MSLA. If Customer does not pay any undisputed invoice amounts by the due date (including any grace periods that may be granted by Delinea in its sole discretion) then, in addition to other available remedies, Delinea in its sole discretion may (i) charge Customer monthly interest for past due amounts at the lesser of 1.5% or the maximum allowable by law, (ii) suspend any further extension of credit to Customer and require pre-payment for all further licensing and purchases under the MSLA, and/or (iii) require Customer to reimburse Delinea for the legal fees and other collection costs and expenses reasonably incurred in pursuing payment.
3. Provisioning and Management of Users. Customer is solely responsible for: (i) provisioning and managing its users and user accounts for each subscribed or licensed Solution, (ii) maintaining appropriate usage records for license compliance, and (iii) ensuring that each user provisioned by Customer is aware of and complies with the MSLA and all Ordering Documents and Documentation applicable to each of the Solutions and Professional Services. Without limiting the foregoing, if Customer's users include any Customer employees, or employees of Customer's Affiliates, contractors or other agents or representatives of Customer, Customer is liable for such compliance by such persons. "Documentation" means the end user documentation for a Solution that Delinea publishes and makes generally available to its customers, as that Documentation may be updated from time to time.

4. SaaS SUBSCRIPTIONS. This Section 4 applies to Customer's purchases of any software-as-a-service subscription to the cloud-hosted version of a Delinea Solution ("SaaS Subscription"). SaaS Subscriptions entitle Customer to access and use Delinea's cloud-hosted solutions ("Cloud Services") in accordance with the applicable Documentation, and to receive upgrades, updates, and enhancements for the Cloud Services and related Support Services during the applicable SaaS Subscription period. Customer may purchase SaaS Subscriptions for Cloud Services under the MSLA through one or more Ordering Documents.
- A. Access to Cloud Services. Subject to the MSLA and Customer's payment of the applicable Fees for the SaaS Subscription, Delinea hereby grants Customer a non-exclusive, non-transferable and non-sublicensable license solely for its internal business operations to (i) use the Cloud Services to manage the number of systems for which Customer has subscribed as stated in the applicable Ordering Documents, and (ii) provide access to the number of users, agents, API calls, hosts, or secrets (as applicable to the specific Cloud Solution) for which the Customer has subscribed per the applicable Ordering Documents, in each case in accordance with the applicable Documentation. Customer is responsible for the acts and omissions of its Affiliates and its and their users of the Cloud Services.
 - B. Technical Support Services for SaaS Subscriptions. The Fee for a SaaS Subscription includes Delinea's standard Support Services at no additional cost. Customer may also purchase, or at any time upgrade to, a higher tier of Support Services with enhanced support and service level availability where available for the applicable Solution. Support Services are offered for purchase in one-year increments.
 - C. SaaS Subscription Renewal. SaaS Subscriptions shall continue for the Initial Term and renew as provided in Section 8.
 - D. Cloud Services Availability.
 - i. Cloud Availability Commitment. Delinea uses commercially reasonable efforts to make sure that each Cloud Service maintains service availability commitments (meaning that it will return the correct data when queried) during each calendar month of the SaaS Subscription as set forth in the Delinea Service Level Addendum published at <https://delinea.com/SLA>.
 - ii. Cloud Service Changes. Delinea may make changes from time to time to a Cloud Service and/or its Documentation (each a "Change"). If Customer notifies Delinea in writing within ten (10) days that any Change materially adversely affects the functionality of the Cloud Service notwithstanding Customer's implementation of alternative features and functionality offered

by Delinea in connection with such Change, if any, Customer may, as its exclusive remedy, terminate the SaaS Subscription for the affected Cloud Service and receive Service Credits equal to the prorated Fee that Customer has prepaid for the SaaS Subscription and higher tier Support Services prorated for the unused months remaining in the Initial Term or then-current Renewal Term of the SaaS Subscription.

E. **Cloud Services Data and Security.** Customer's use of Delinea Cloud Services in accordance with applicable Documentation will involve the processing of Customer business information and personnel data, including personal data, that Customer enters and/or stores in the Solution or otherwise provides as part of utilizing the Cloud Services ("Customer Data"). This Section 4(E) sets forth the parties' rights and obligations with respect to Customer Data in connection with Customer's SaaS Subscriptions and use of Cloud Services.

- i. **Customer Data Authorization; Access Management.** Customer is solely responsible for determining the Customer Data that it enters and/or stores in utilizing the Cloud Services. Access to Customer Data is managed solely by Customer and limited to Customer and Customer's authorized users. Customer shall employ reasonable and industry-standard safeguards and controls, including safeguards to (a) prevent unauthorized access to, or use of, any Cloud Services, (b) keep user login credentials for Cloud Services confidential, and (c) manage user account activities and use of the Cloud Services.
- ii. **Ownership of Customer Data.** As between the parties, Customer retains all right, title, and interest in and to Customer Data. Customer is solely responsible for (a) the legality, quality, accuracy, and integrity of Customer Data, (b) ensuring that Customer Data is not offensive, obscene, inappropriate, or unlawful and that it does not contain any viruses or harmful content, and (c) any corrections, deletions, or updates to Customer Data. Notwithstanding the foregoing, Delinea retains the right to remove any Customer Data from a Cloud Service that Delinea determines to be offensive, obscene, inappropriate, or unlawful, or that may contain viruses or harmful content.
- iii. **Rights to Process Customer Data.** Customer's purchase of a SaaS Subscription represents its authorization and permission for Delinea to process Customer Data to provide Cloud Services to Customer as provided under the MSLA and the applicable Documentation. Customer hereby grants to Delinea the limited rights to host, receive, transmit, process, reproduce, store and

otherwise use Customer Data as reasonably necessary solely to (a) provide the Cloud Services and any accompanying ancillary services, such as Support Services and Professional Services, consistent with the provisions in this MSLA (including the DPA and applicable Documentation), (b) maintain the Cloud Services in accordance with its Documentation, including to monitor and maintain service levels, and to troubleshoot, prevent, find, and fix problems or operational issues, and (c) monitor usage and activity for billing and other administrative purposes. Delinea will not use Customer Data in whole or in part for any advertising or other marketing purposes without Customer's prior written consent.

- iv. **Data Processing and Security.** Each party shall maintain commercially reasonable administrative, physical, and technical safeguards to secure and protect Customer Data hosted and otherwise processed for Customer's use of the Cloud Services. In no event shall Delinea be responsible for any security over or loss of Customer Data or other data transmitted on networks not owned or operated by Delinea (including the Internet) or when located in any system not under Delinea's direct control (such as Customer owned or controlled systems, servers, or platforms). The processing of Customer Data for the provision of Cloud Services hosted by Delinea, including security applicable to Customer Data, shall be governed by the Data Processing Addendum published on Delinea's website (at <https://delinea.com/dpa>) and as may be periodically updated for compliance purposes (the "DPA").
- v. **Data Minimization.** Information relating to data processing associated with Cloud Services is set forth in the DPA. Each party agrees to collect, transmit and process only such Customer Data that is reasonably needed to provide, support and/or use the Cloud Services in accordance with the applicable Documentation and to carry out their respective obligations under the MSLA and Ordering Documents. Customer shall take reasonable measures to limit the Customer Data (a) that is transmitted to Delinea (or its subcontractors) and (b) for which access is given to Delinea (or its subcontractors) to only the Customer Data that is necessary for Customer's access to and use of the Cloud Services in accordance with its Documentation and any ancillary Delinea services that may require processing of Customer Data.

vi. Data Deletion. Upon the effective date of any expiration or termination of a SaaS subscription for Cloud Services, all access to such Cloud Services shall cease. Customer shall have a thirty (30) day grace period from the expiration or termination date to retrieve any Customer Data. Customer may request assistance to retrieve Customer Data by submitting a technical support ticket. Customer agrees that Delinea will not be liable to Customer, any Customer Affiliate or any third party in connection with Customer Data deleted with respect to expired or terminated subscriptions after the lapse of the 30-day grace period.

F. Artificial Intelligence. Certain of the Cloud Services Delinea offers includes artificial intelligence (“AI”) functionality (each, an “AI Solution”). As used in this Agreement, “AI” refers to technology that enables machines to perform tasks that otherwise would require human intelligence and/or intervention, including generative AI, to produce output based on Customer Data and/or other Customer input into the AI Solution and other data and tools informing the AI functionality as described in the applicable Documentation (“Output”). An AI Solution will be made available to Customer only if Customer has elected to use the AI Solution, for example through a trial or a subscription for the AI Solution. For purposes of this Agreement, Output constitutes Customer Data. While Delinea designs the AI Solutions to deliver the services and outcomes described in the applicable Documentation, use of AI is not error-free and requires human monitoring. Customer is responsible for (i) appropriate oversight of any Output including to verify the accuracy and reliability of the Output, and (ii) Customer decisions made relying upon the Output. In using an AI Solution, Customer may choose to provide feedback for the AI Solution, in which case Delinea shall be entitled to use such feedback internally to improve its AI Solutions and services.

5. SOFTWARE LICENSES. Certain Solutions may be licensed as end use licenses of software and applications that are downloaded and installed on the Customer’s premises and managed by Customer for use in its internal business operations for a specified term (collectively, the “Licensed Software”). The terms of this Section 5 apply to Customer’s licensing, downloads, installation, and use of the Licensed Software.

A. Limited License Grant. Subject to Customer’s payment of the Fees for the Licensed Software, Delinea hereby grants to Customer a non-exclusive, non-transferable, and non-sublicensable license to use the Licensed Software for the applicable Term, in machine-readable object code form only and solely for use in its internal business

operations to install and deploy the Licensed Software in the number of systems or the usage (which may be measured based on number of users, agents, API calls, hosts or secrets as applicable to the specific Licensed Software) specified in the Ordering Documents in accordance with the applicable Documentation. This limited license grant is expressly conditioned on Customer's compliance with all the terms of the MSLA and Ordering Documents. Delinea reserves the right to suspend or terminate the granted license rights in the event of any material non-compliance.

- B. Permitted Copies and License Usage. Customer may make copies of the Licensed Software and Documentation only as reasonably necessary to use the Licensed Software as licensed and for back-up and archival purposes; provided that, each copy of the Licensed Software and Documentation contains all titles, trademarks, and copyright and restricted rights notices as in the original, and Customer does not exceed the license quantities or other entitlements in the applicable Ordering Documents. Transfers within a like-for-like system are permitted for Licensed Software purchased on a per-system basis, meaning Licensed Software deployed on a Customer-managed server may be moved to another Customer-managed server, and Licensed Software deployed on a Customer workstation may be moved to another Customer workstation. User substitution is permitted for Licensed Software purchased on a per-usage basis (as opposed to a per-system basis), meaning if Customer terminates access for one of its users, it may provide access to another Customer user. Customer shall implement all commercially reasonable measures to ensure that its users comply with all the restrictions and limitations of the MSLA, Ordering Documents and Documentation.
- C. Application Programming Interfaces. Delinea endeavors (at its sole discretion) to provide application programming interface (each, an "API") for certain of its Licensed Software, subject to licensing capabilities. Any such APIs shall be available only when formally published by Delinea and are solely for Customer's use to create software that communicates with Delinea Licensed Software. Customer may create, distribute, sell, lease, rent and distribute any software it creates that utilizes a Delinea provided API, subject to all applicable or required licensing terms and conditions, provided the software is a non-derivative work and is used solely for Customer's internal business purposes.
- D. License Term and Termination. The term of the Licensed Software shall be (i) the Initial Term of one-year, two-years, or three-years (or such other longer term as mutually agreed between the parties) and each

Renewal Term, or (ii) the number of Compute Hours for the Licensed Software purchased by Customer, in each case as stated in the applicable Ordering Documents.

- E. Technical Support Services for Licensed Software. Support Services for Licensed Software include maintenance and technical support for the Licensed Software.
- i. Support Services Purchases and Upgrades. Customer is required to purchase standard Support Services for the Initial Term of Licensed Software. Following the Initial Term, renewal of Support Services is at Customer's discretion. Delinea does not recommend continued use of Licensed Software without standard Support Services and offers continued Support Services for Licensed Software for purchase in one-year term increments as provided in the Support Policy. Any purchase or renewal of Support Services must cover all Licensed Software for the full Term of the Licensed Software applicable to Customer. Customer may at any time purchase an upgrade to a higher tier Support Services for its Licensed Software. Upgrades are offered in one-year term increments from date of purchase.
 - ii. Support Services Renewals. Support Services renew as provided in Section 8 of the MSLA. Customer is not entitled to, and Delinea is not obligated to provide, Support Services during any lapse in timely renewal and payment for Support Services.
 - iii. Product Updates and Maintenance. Customer will receive product updates, bug fixes, and other maintenance and support for the Licensed Software under the terms of the Delinea Support Policy so long as it has an active, fully paid-up Support Services package for the Term of the Licensed Software and is otherwise in substantial compliance with its material obligations under the MSLA.
 - iv. Reinstatement Fees. A reinstatement Fee is required to reinstate Support Services after any lapse (meaning the existence of any period in which the Licensed Software is not covered by a purchased Delinea Support Services package) based on Delinea's then-current reinstatement Fee schedule. Reinstatement Fees must be paid prior to any renewal or purchase of Delinea Support Services. Delinea has no duty to maintain, update, upgrade, fix, modify, or otherwise maintain any Licensed Software during any lapse in Support Services.

6. SUPPORT SERVICES.

- A. Delinea offers standard technical support packages, and for certain Solutions, upgraded technical support packages ("Support Services").

Information on available Support Services offerings and terms, including information on premium Support Services, product updates and changes, maintenance windows, reinstatement terms, and Fees, as well as program details, are set forth in the Delinea Support Policy, as may be updated from time to time (the “Delinea Support Policy”). The Delinea Support Policy is published at <https://delinea.com/support>.

- B. Support Services are provided exclusively to Customer and are not transferable to other parties. Delinea may modify the Delinea Support Policy at any time, provided that no modification that materially reduces the level of Customer’s maintenance and technical support will be made applicable to Customer during a then-current and fully paid-up Support Services term.
7. PROFESSIONAL SERVICES. Delinea offers standard professional services packages as well as professional services offerings mutually scoped in a SOW with Customer to support implementation, configuration, and use of the Solutions (collectively, “Professional Services”). Ordering Documents for Professional Services are subject to the MSLA and the terms in this Section 7.
- A. Purchasing Professional Services. Standard Professional Services packages consist of a specific scope of Professional Services and pre-set parameters designed to deliver implementation described in the data sheet for each package. Standard Professional Services are purchased through an Ordering Document specifying the relevant package or packages. All other Professional Services are considered non-standard services and must be scoped and priced in a SOW that contains the required provisions in Delinea’s standard SOW form (a copy of which may be requested from Delinea) and is signed by the parties prior to order placement. Non-standard Professional Services engagements are subject to the pricing terms and fees set forth in the applicable SOW. Delinea’s obligations to deliver Professional Services are limited to the applicable data sheet for standard Professional Services or the SOW for non-standard Professional Services. Any policies and procedures that Customer may require in connection with Delinea’s performance of the Professional Services must be expressly stated in the Order Document or SOW signed by the parties.
 - B. Access for Professional Services. For on-site Professional Services engagements, Customer shall, at its expense, provide Delinea with safe access to its facilities, systems and network to the extent reasonably required by Delinea to perform the Professional Services. For remote Professional Services engagements, Customer shall, at its expense, provide Delinea with secure remote access to its systems and network to the extent required to perform the Professional Services, which access must meet market-prevailing security

standards applicable to the information and data accessed and any other security Delinea may reasonably request.

- C. **Project Staffing and Engagement.** Delinea has no obligation to schedule, staff, or begin any Professional Services until Customer has submitted the Ordering Document required under the MSLA and fully paid the Fees for the Professional Services in accordance with the MSLA and applicable Ordering Document. Delinea and Customer shall mutually set the Professional Services initial start date based on Customer requirements and Delinea staffing availability (which shall be the “initial start date” for purposes of Section 2(C)). Delinea shall confer with Customer on project staffing to complete the engagement as scheduled but shall retain sole discretion over Professional Services staffing decisions. Professional Service may be performed by Delinea authorized subcontractors, provided Delinea shall be responsible for the performance of its authorized subcontractors. Delinea reserves the right to re-assign personnel for a project, provided in the case of re-assignment after a project start date, Delinea shall take steps to reasonably minimize delays due to re-assignment. Throughout all Professional Services engagements, Customer shall assign adequate personnel and resources and reasonably cooperate with Delinea for completion of Professional Services as scheduled, including (i) assigning a project contact authorized to provide required decisions and approvals, (ii) timely providing complete and accurate responses to information requested by Delinea, and (iii) providing Delinea timely access to Customer’s facilities, systems, and network as required.
- D. **Delays; Change Orders.** Delinea shall not be responsible for any incremental costs or damages resulting from a Professional Services performance delay caused by Customer’s failure to perform or timely perform any of its obligations. Customer will be charged at Delinea’s then-current daily rates for any additional time needed by Delinea to complete the Professional Services due to such delays. Unless expressly provided otherwise in a change order or SOW, any project extensions shall be charged at Delinea’s then-current daily rates. Project scope and requirements may be changed, and timelines may be extended, by one or more change orders to the SOW executed between the parties.
- E. **Schedule Changes; Cancellations.** Any schedule change or cancellation of a Professional Services engagement made by Customer less than three (3) weeks before the scheduled start date will incur change fees (the “Change Fees”) equal to the total fees for the rescheduled or cancelled Professional Services plus any non-recoverable out-of-pocket costs incurred. If Delinea redeploys the

resources originally allocated to the rescheduled or cancelled Professional Services within the original project dates set forth in the Ordering Document or SOW, the Change Fees will be prorated through the date on which Delinea redeploys the resources. By way of example, if Customer reschedules a four (4)-week Professional Services engagement to start two (2) weeks later than scheduled with less than the required advanced notice and Delinea is not able to redeploy the resources during the two (2) weeks delay, Delinea shall invoice, and Customer shall pay, a Change Fee equal to 50% of the total Professional Services engagement Fee, plus any non-recoverable out-of-pocket costs incurred.

- F. **Applicability of Confidentiality Obligations.** The provisions of Section 11 of the MSLA shall apply to any Customer Confidential Information viewed or accessed by Delinea while providing Professional Services. Customer shall take all reasonable and appropriate measures to safeguard its Confidential Information and only provide Delinea personnel (including any subcontractors) with such limited access or use of Confidential Information as is necessary to perform the Professional Services. Delinea shall have no liability for damages caused by Customer's failure to take reasonable and appropriate measures to safeguard its Confidential Information.
- G. **Intellectual Property Rights.** Delinea shall own all intellectual property and other rights in all materials and information used or generated by Delinea (including its authorized subcontractors) in the performance of Professional Services ("PS Materials"). PS Materials do not include any Customer Data or Customer Confidential Information which, as between the parties, shall remain solely owned by Customer. Subject to the MSLA and the applicable Ordering Documents and Documentation and provided Customer has paid the Fees for the Professional Services, Delinea hereby grants Customer a perpetual, non-exclusive, non-transferable, and non-sublicensable license to use, only for Customer's internal business purposes, the PS Materials related to Professional Services provided to Customer.
8. **RENEWALS.** SaaS Subscriptions, Software Licenses and Support Services are subject to renewal as provided in this Section 8.
- A. **Renewal Terms.** SaaS Subscriptions, Software Licenses and Support Services renew automatically for one-year Renewal Terms effective as of the first calendar day following expiration of the Initial Term or then-current Renewal Term unless Customer notifies Delinea in writing of its election to not renew in accordance with this Section 8.

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- B. **Renewals Window.** Renewal processing occurs during the ninety (90)-day period before the expiration of the then-current Initial Term or Renewal Term (the “Renewals Window”). Once the Renewals Window begins, Delinea will provide Customer with a renewal quote for applicable Solutions and Support Services based on Delinea’s then-current pricing, terms, and Customer usage data (where applicable). Customer must notify Delinea in writing to customersuccess@delinea.com at least thirty (30) days prior to the expiration date of the then-current applicable Term if it requires any modifications for renewal processing, such as modifications to the Term or Support Services tier. Pricing at renewal is at Delinea’s then current pricing, which may vary from year to year depending on costs, software and support enhancements, and other factors.
- C. **Non-Renewal Notices.** Customer may choose to not renew a SaaS Subscription, Licensed Software, or Support Services by providing written notice specifying the Solution and/or Support Services subject to non-renewal to Delinea at customersuccess@delinea.com at least thirty (30) days before the current Term ends (the “Non-Renewal Deadline”). All notices of non-renewal must be in writing, provide adequate details of non-renewal, and be submitted as provided herein by the Non-Renewal Deadline.
- D. **Auto-Renewal; Effect of Non-Renewal.** Unless a notice of non-renewal is received by the Non-Renewal Deadline as provided in this Section 8, each SaaS Subscription, Term for Licensed Software, and applicable Support Services package will automatically renew for a one-year term based on the renewal quote issued by Delinea. Non-renewed SaaS Subscriptions, Licensed Software or Support Services will end as of the last day of the then-current applicable Term. Delinea has no obligation to continue any SaaS Subscription, Licensed Software Term, or to provide any support, support services or any other assistance related to its Solutions once expired.
9. **PRODUCT TRIALS AND EVALUATIONS.** From time to time, Delinea may offer certain Solutions on a temporary and evaluation basis or as part of a free demonstration, beta trial or other free version of a Solution (collectively, “Evaluation Use”), in which case, the terms of this Section 9 apply to Customer’s Evaluation Use. All Solutions offered for Evaluation Use, along with Documentation and Support Services or other services related thereto, are provided solely on an “AS IS” basis without product warranties or indemnities of any kind, and may be used solely for the permitted demonstration, trial or evaluation purposes and no other purpose. Customer acknowledges and accepts that any Solution offered for Evaluation Use may include automatic disabling mechanisms that restrict access, functionality, and

use, and may also include beta versions of Solutions not authorized or intended for production use. Customer is free at any time to decline any Evaluation Use or to terminate its participation in any Evaluation Use. Subject to the MSLA and Customer's acceptance of and compliance with any specific terms and requirements provided by Delinea for the applicable Evaluation Use, Delinea hereby grants Customer and its Affiliates a non-exclusive, non-transferable, and non-sublicensable license ("Evaluation License") to temporarily install, deploy, and use the Solution solely to evaluate the Solution for internal business purposes and solely during the evaluation period stated for the Evaluation Use. If no evaluation period is stated, the term of the Evaluation Use is thirty (30) days.

10. INTELLECTUAL PROPERTY RIGHTS.

- A. Retention of Rights. Delinea reserves all rights and ownership not expressly granted herein to Customer. Without limiting the generality of the foregoing, Delinea and its third-party licensors shall retain all intellectual property and other rights, title and interest in and to the Solutions, Documentation, Support Services, and Professional Services. Customer hereby irrevocably grants Delinea and its Affiliates an exclusive, perpetual, fully paid-up, royalty-free, assignable, sublicensable, worldwide right and license to freely use (without limitation or restrictions of any kind) all feedback regarding or related to any Delinea Solution or service that Customer directly or indirectly provides to Delinea, including feedback to improve any Delinea Solution or service or to develop new products and services. Customer is not entitled to any compensation in exchange for this license.
- B. Certain Restrictions. Customer may not at any time (i) reverse engineer, disassemble, decompile or attempt to derive the source code of any Solution, except and only to the extent that this restriction is expressly prohibited by applicable law, (ii) sublicense or use any Solution for commercial time-sharing, rental, outsourcing, application or managed service provision, service bureau use, or to train anyone other than Customer's users, (iii) disclose the results of any performance, functional or other evaluation or benchmarking of a Solution to any third party without Delinea's express prior written consent, (iv) be a competitor of Delinea, (v) modify any Solution or create any derivative work based on a Solution or any portion of a Solution, (vi) attempt to gain unauthorized access to, or disrupt the integrity or performance of, any Cloud Solution, or (vii) deploy any Licensed Software in a virtual or gateway-based (i.e., jump box) architecture unless Customer has purchased a subscription or license from Delinea for all computers or devices (whether physical or virtual) that are audited by the gateway-based solution and a separate

subscription or license for the gateway-based solution itself. If Delinea makes any API available to Customer in connection with Licensed Software, Customer may only use it for the purpose of creating software that communicates with the Delinea Licensed Software and Customer may not (directly or indirectly) use it in any way to compete with Delinea. Customer's violation or attempted violation of any of the above restrictions constitutes an immediate and material breach of the MSLA.

- C. **Required Third-Party Terms.** While using a Solution, Customer may use Google Maps for location services. By using Google Maps, Customer agrees to the Google Maps/Google Earth Additional Terms of Service, currently available at https://www.google.com/help/terms_maps/ (including the Google Privacy Policy). If Customer downloads or uses an iOS app to access a Solution, Customer acknowledges that its use of such Solution is subject to the MSLA and applicable Ordering Documents, and not the terms between Customer and Apple Inc. or its subsidiaries or affiliates ("Apple"). All terms of the "App Store" platform, developed and maintained by Apple for mobile apps on its iOS and iPadOS operating systems remain in effect. Customer may use the licensed app on any suitable Apple device that Customer owns or controls, and as permitted by the usage rules set out in the App Store Terms of Service. If Customer uses an iOS app to access a Solution, Apple shall be a third-party beneficiary to all terms and conditions applicable to Customer's use of the app, and Apple will have the right (and will be deemed to have accepted the right) to enforce those terms and conditions as a third-party beneficiary.
- D. **Usage Data.** Customer acknowledges that Delinea may collect usage and telemetry data resulting from Customer's use of a Solution ("Usage Data"), provided Usage Data shall not include or contain any Customer Data. Customer agrees that Delinea may use Usage Data for its reasonable business purposes. Delinea may also share Usage Data with third parties so long as such data has first been de-identified and aggregated so that it cannot be traced to a particular customer, an individual Customer user, or a device.

11. CONFIDENTIALITY.

- A. In connection with its performance under the Agreement, each party (the "Receiving Party") may have access to information of the other party (the "Disclosing Party") that is clearly identified in writing at the time of disclosure as confidential, proprietary or the like, or that based on the circumstances, a reasonable person should believe to be confidential or proprietary (whether disclosed in writing, orally, electronically, or by inspection of tangible objects) (collectively,

“Confidential Information”). Confidential Information includes the Solutions and other proprietary software, source code, object code, intellectual property, trade secrets, Documentation, technology, financial, technical, and business data and information, formulas, methods, know how, processes, designs, new products, product plans, developmental work, product and enterprise security information, data processing information, audit data, marketing requirements, marketing plans, pricing, discounts, commercial terms, customer names, prospective customer names, the terms and pricing under the MSLA and any Ordering Documents, and the results of any comparative or other benchmarking tests regarding a Solution or other proprietary software. Confidential Information also includes information received from third parties that the Disclosing Party is obligated to treat as confidential if the Disclosing Party so informs the Receiving Party or the materials are marked as confidential.

- B. Confidential Information does not include information that (i) is or becomes a part of the public domain through no act or omission of the Receiving Party, (ii) was in the Receiving Party’s lawful possession prior to the disclosure (as evidenced by its written records) and was not obtained by the Receiving Party either directly or indirectly from Disclosing Party, (iii) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure, or (iv) is independently developed by the Receiving Party without use of or reference to Disclosing Party’s Confidential Information (as evidenced by the Receiving Party’s written records).
- C. Receiving Party may disclose Disclosing Party’s Confidential Information received pursuant to the MSLA to the extent that the disclosure is required by applicable law or valid order of a court or other governmental authority; provided, however, that the Receiving Party, promptly, and in any case, prior to disclosure, gives notice (if not prohibited by applicable law or the applicable order) to Disclosing Party to enable Disclosing Party to seek a protective order or take other appropriate action. Receiving Party must reasonably cooperate with Disclosing Party (at Disclosing Party’s reasonable expense) in connection with a required disclosure under this Section 11(C).
- D. Except as expressly set out in this Section 11 or unless approved in advance in writing by Disclosing Party, Receiving Party will (i) maintain the confidence of the Disclosing Party’s Confidential Information, (ii) not disclose Disclosing Party’s Confidential Information other than to its employees, directors, officers, or professional advisers to the extent necessary under this MSLA and strictly subject to the provisions of this

Section 11, and (iii) not use Disclosing Party's Confidential Information for any purpose other than as authorized under the MSLA.

- E. Receiving Party must notify Disclosing Party as soon as reasonably practicable after discovering any unauthorized use or disclosure of Disclosing Party's Confidential Information and will reasonably cooperate with Disclosing Party to regain possession of the Confidential Information and to otherwise mitigate the effects of the unauthorized use or disclosure. Except as otherwise expressly set out in the MSLA, no license or intellectual property right to Confidential Information is granted due to its disclosure to Receiving Party, and Disclosing Party retains ownership of its Confidential Information.
- F. At Disclosing Party's written request, Receiving Party will return or destroy (and confirm destruction to Disclosing Party in writing) Disclosing Party's Confidential Information (and all copies), whether modified or merged into other materials, within thirty (30) days after the other party's written request. However, Receiving Party may retain electronic copies of Disclosing Party's Confidential Information stored in its data backup and archive systems; provided that Receiving Party's confidentiality and non-disclosure obligations under the MSLA will continue to apply to the retained Confidential Information for so long as it is retained.
- G. Each party agrees that a breach or threatened breach of Section 11 may cause irreparable harm for which monetary damages may be insufficient. Without prejudice to its other rights and remedies, the non-breaching party may seek injunctive and other equitable relief in any court of competent jurisdiction.
- H. Each party's obligations under this Section 11 will survive termination of the MSLA for five (5) years.

12. REPRESENTATIONS AND WARRANTIES.

- A. Each party represents and warrants that it has the authority to agree to and perform under the MSLA and each applicable Ordering Document.
- B. Customer represents and warrants that (i) its use of the Solutions, Support Services, and Professional Services under this MSLA shall comport with the requirements in Section 16 below (including applicable U.S. export regulations), and (ii) Customer's system, network, and other elements of its infrastructure and Customer Data will not at any time introduce into any Delinea Solution or system any virus, trojan horse, worm, time bomb, self-help code, back door, or other software code or routines that is designed to (a) damage, destroy, or alter any software or hardware, (b) reveal, damage, destroy, or alter any data, (c) disable any computer program automatically, or

(d) permit unauthorized access to any software or hardware (collectively, “Malicious Code”).

- C. Delinea represents and warrants that (i) at the time of delivery (i.e., the date on which Customer’s SaaS Subscription for a Cloud Service is enabled or the date Customer receives the required license keys for a Software License), each Solution will be free of Malicious Code, and (ii) during the Subscription Term of the applicable Cloud Services, the Cloud Services will perform in material conformity with the functions described in the applicable Documentation. Delinea will use commercially reasonable efforts to remedy any material non-conformity of a Cloud Service.
- D. Delinea represents and warrants that Licensed Software will perform in material conformity with the functions described in the applicable Documentation when operated in an environment that meets all technical and other standards set out in the applicable Documentation for thirty (30) days after delivery (as defined in Section 12(C)). Delinea will use commercially reasonable efforts to remedy any material non-conformity of the Licensed Software that is discovered and made known to Delinea by Customer during the thirty (30) day warranty period. THE FOREGOING WARRANTIES DO NOT APPLY TO SUBSEQUENT ADDITIONAL USER SEATS OR OTHER ADDITIONAL USAGES OF PREVIOUSLY LICENSED SOFTWARE, OR TO ANY EVALUATION USE SOFTWARE.
- E. If Delinea is unable to remedy a material non-conformity of its warranties in this Section 12 within thirty (30) days or such other commercially reasonable period agreed between the parties, and the non-conformity materially and adversely affects the functionality of a Solution, Customer may terminate the applicable SaaS Subscription or current Term for Licensed Software and receive a refund of the unused portion of any SaaS Subscription or Licensed Software Fees that Customer has previously prepaid to Delinea for the terminated SaaS Subscription or Licensed Software. This Section 12(E) contains Customer’s sole and exclusive remedy, and Delinea’s entire liability, for any breach of Delinea’s warranties. If Customer terminates the Term of any Licensed Software under this Section 12(E), Customer must promptly uninstall the Licensed Software and return the applicable Licensed Software keys to Delinea and reasonably cooperate with Delinea’s applicable termination instructions.
- F. For Professional Services, Delinea warrants that Delinea (and its authorized subcontractors) will perform the services in a professional manner in accordance with applicable industry standards for such services. Customer acknowledges that Delinea’s ability to perform any

Professional Services is dependent upon Customer timely providing all requested information, access to relevant Customer resources, personnel, systems and network(s), and Customer's participation in the engagement. If the Professional Services do not conform to this warranty due to a failure to perform by Delinea (and not through any fault of or delay by Customer), Customer shall provide written notice to Delinea of the non-conformance within thirty (30) days after completion of the Professional Services resulting in the alleged non-conformance. Such notice must specify the nature of the non-conformance in reasonable detail. At Delinea's option, Delinea will use commercially reasonable efforts to re-perform the non-conforming Professional Services or to refund Customer the Fees paid to Delinea (or its authorized subcontractor) for the non-conforming Professional Services within thirty (30) days of its receipt of Customer's written notice. The immediately preceding sentence sets out Customer's sole and exclusive remedy, and Delinea's entire liability, for a breach of this Section 12(F). Absent timely and adequate written notice of non-conformance as provided herein received by Delinea within such thirty (30)-day period, Customer will be deemed to have accepted the Professional Services and to have waived any claim under this Section 12(F) regarding those Professional Services.

- G. DELINEA SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND QUALITY OF SERVICE) THAT ARE NOT EXPRESSLY SET OUT IN THESE TERMS. NO WARRANTIES SHALL ARISE IN CONNECTION WITH THESE TERMS FROM COURSE OF DEALING OR USAGE OF TRADE.

13. INDEMNIFICATION.

- A. Infringement Indemnity. Delinea will defend, indemnify and hold Customer harmless against any claim brought by a third party to the extent it alleges that a Solution for which Customer has fully-paid up the applicable SaaS Subscription and Licensed Software Fees directly infringes any US patent, US copyright or US trademark, or misappropriates any trade secret, of that third party ("Infringement Claim"), and will pay all costs, damages and expenses (including reasonable attorneys' fees) finally awarded against Customer by a court of competent jurisdiction, or agreed to in a written settlement agreement signed by Delinea, arising out of the Infringement Claim.
- i. Notwithstanding Section 13(A), Delinea has no indemnity obligation or liability for any Infringement Claim based on (a) the

use of a superseded or altered release of any Solution if the infringement would have been avoided by the use of a current, unaltered release of that Solution, (b) the modification of a Solution by anyone other than Delinea, (c) the use of a Solution other than in accordance with the MSLA, the applicable Ordering Document(s) or the Documentation, (d) the combination of a Solution with software, hardware or cloud solutions not provided by Delinea where the combination, and not the Solution alone, causes the infringement, or (e) any Solution provided for use on an Evaluation Use basis.

- ii. If a court of competent jurisdiction holds that Solution (or a portion of a Solution) infringes a third party's intellectual property rights, or if Delinea believes that a Solution may be subject to an Infringement Claim or held to infringe, Delinea may, in its sole discretion, replace or modify the Solution so that it is non-infringing but contains substantially similar functionality as the replaced or modified Solution, or obtain the right(s) for Customer to continue using the Solution. If Delinea elects not to take either of these actions for any reason, Delinea may terminate Customer's SaaS Subscription or current Term for Licensed Software and Customer will receive a refund of the unused portion of the SaaS Subscription or Licensed Software Fees that it has previously prepaid to Delinea for the terminated SaaS Subscription or Term for Licensed Software plus the unused portion of any prepaid Support Services Fees for the year in which the termination takes place, provided that Customer first uninstalls the Licensed Software, returns all applicable license keys, and completes all other reasonable termination requirements imposed by Delinea.
 - iii. This Section 13(A) sets out Customer's sole and exclusive remedies, and Delinea's entire liability, for infringement or misappropriation of intellectual property rights of any kind arising out of the MSLA, any Ordering Document, or applicable Documentation.
- B. Customer Indemnity. Customer will defend, indemnify and hold Delinea harmless against any claim brought by a third party, and shall pay all costs, damages and expenses (including reasonable attorneys' fees) finally awarded against Delinea by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Customer, to the extent such claim arises out of, or in connection with (i) Customer's use of a Solution other than as expressly authorized in the MSLA, an Ordering Document or the applicable Documentation, (ii) any Customer

Data, (iii) Customer's violation or alleged violation of any export controls and trade regulations applicable to a Solution or any antibribery or anticorruption laws in connection with a Solution, (iv) Customer's use of any third-party software not included by Delinea in a Solution, or (v) Customer's actual or alleged gross negligence or willful misconduct.

- C. Indemnity Procedures. The party providing the indemnity is the "Indemnitor" and the party receiving the indemnity is the "Indemnitee." Each party's indemnity obligations are conditioned on (i) the Indemnitee giving the Indemnitor prompt written notice upon learning of a claim or potential claim subject to indemnity under Section 13 (each a "Claim"), (ii) Indemnitor's having sole control of the defense of the Claim and all related settlement negotiations, and (iii) Indemnitee's reasonable and timely cooperation with Indemnitor in the defense or settlement of the Claim, including by providing all assistance, information, and authority Indemnitor may reasonably request. Neither party will enter into any settlement agreement that contains an admission of liability or wrongdoing by the other party without such other party's prior written consent, which may not be unreasonably delayed or withheld.

14. DISCLAIMERS AND LIMITATION OF LIABILITY.

- A. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MSLA, ANY ORDERING DOCUMENT, OR ANY DOCUMENTATION, AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR LOSS OF DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS MSLA, ANY ORDERING DOCUMENT, OR ANY DOCUMENTATION, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DELINEA WILL NOT BE LIABLE FOR CUSTOMER'S PROCUREMENT OF, OR AMOUNTS PAYABLE FOR, SUBSTITUTE SOLUTIONS, SUPPORT SERVICES, OR PROFESSIONAL SERVICES.
- B. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MSLA, ANY ORDERING DOCUMENT, OR ANY DOCUMENTATION, AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EXCEPT FOR DELINEA'S INDEMNITY OBLIGATIONS FOR INFRINGEMENT CLAIMS, CUSTOMER'S INDEMNITY OBLIGATIONS AND CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, EACH

PARTY'S CUMULATIVE AGGREGATE LIABILITY HEREUNDER IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO DELINEA DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY FIRST AROSE.

- C. THE PARTIES AGREE THAT THE LIMITATIONS SET OUT IN THIS SECTION 14 WILL APPLY EVEN IF THESE TERMS OR ANY ORDERING DOCUMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

15. AGREEMENT TERM AND TERMINATION.

- A. Agreement Term. The MSLA shall be effective as of, and commence on, the date of Customer's first download, installation, access, or use of a Solution or any related services (the "Effective Date") and will continue in force until it is terminated in accordance with the provisions herein or by mutual agreement of the parties; provided, in no event shall the MSLA terminate earlier than the last to expire of any SaaS Subscription, Term for Licensed Software or Support Services or Ordering Document applicable to Customer under the MSLA.
- B. Termination Rights. Either party may terminate the MSLA or an Ordering Document if the other party (i) materially breaches any provision of the MSLA and does not cure (if curable) the breach within thirty (30) days after receiving written notice of the breach from the other party, or (ii) becomes insolvent, becomes subject to any bankruptcy, liquidation, insolvency or similar proceedings, makes an assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian.
- C. Effect of Termination. Upon termination of the MSLA, Customer shall have no further legal right to the Solutions or any Support Services or Professional Services hereunder. Accordingly, as of the effective date of termination of the MSLA, Customer must: (i) cease using the Solution(s), Documentation, and related Delinea Confidential Information, and (ii) within thirty (30) days, certify to Delinea in writing that Customer has destroyed or returned to Delinea any Licensed Software and license keys (if applicable), all related Documentation and all Delinea Confidential Information (including all copies, extracts or derivatives of such items). For the avoidance of doubt, termination of the MSLA does not change any Customer payment obligations or any Fees accrued hereunder prior to the effective date of termination of the MSLA (or Delinea's right to invoice such Fees) and Customer shall be legally obligated to pay all Fees due and payable to Delinea notwithstanding such termination.

- D. Suspension of Services. In addition to all other available rights and remedies, Delinea may immediately, in its sole discretion, suspend Customer's access to, or use of, any Solution, Support Services, Professional Services, and/ or any other services during any period in which: (i) Customer is in breach or alleged breach of Section 10(B) of the MSLA; (ii) Delinea reasonably determines that suspension is necessary to avoid or mitigate harm to Delinea, its Affiliates, and/or its or their respective customers, sub-processors and/or subcontractors (including damage to any of such party's systems or data); (iii) Delinea deems necessary or advisable to prevent or stop the conduct of unlawful activity or suspected unlawful activity or in response to a court order or order of a law enforcement agency or other governmental authority, provided to the extent legally permissible, Delinea will provide Customer advance notice of such suspension; (iv) Customer does not meet the usage reporting requirements in Section 2(B) of the MSLA; or (v) Customer does not pay any undisputed invoice amounts by the due date set forth therein (including any grace periods that may be granted by Delinea in its sole discretion).
- E. Surviving Terms. Upon termination of the MSLA, the following shall expressly survive: (i) Customer's accrued and/or outstanding obligations (including payment of Fees) under the MSLA and any Ordering Documents, (ii) Sections 1(B), 2, 4(E) (as to accrued rights or obligations), 7(F), 7(G), 10, 11, 13, 14, 15(C), 15(E), 16-19 of the MSLA of the MSLA, and (iii) any other provision that logically survive by its terms.

16. COMPLIANCE WITH LAWS AND EXPORT CONTROLS. Customer must comply with all applicable U.S. and foreign laws, including the U.S. Foreign Corrupt Practices Act and other applicable anti-corruption and anti-bribery laws, the U.S. Export Administration Regulations and other end-user, end-use and destination restrictions issued by U.S. and other governments. Without limiting the generality of the foregoing, Customer expressly agrees that it will not, and its representatives will not, directly or indirectly, export, re-export, divert, transfer, or provide access to any Solution, Documentation, Delinea Confidential Information, or PS Materials, in whole or in part, to (a) any country or region so restricted by U.S. economic sanctions or export controls, including applicable regulations of the U.S. Commerce Department, the U.S. Treasury Department, and the U.S. Department of State, to any person or entity controlled by any such country or region, or to any national or resident of any such country or region, other than nationals who are lawfully admitted permanent residents of countries not subject to such restrictions, or (b) any person or entity on a restricted party list maintained by the U.S. Treasury Department (e.g., Specially Designated Nationals, Blocked Persons List), the

U.S. Commerce Department (e.g., Denied Persons List, Entity list), the Department of State (e.g., Debarred Parties List) or other applicable restricted party list. Delinea may take all actions to ensure compliance with this Section 16, including developing internal compliance practices (e.g., conduct reasonable diligence, perform checks, request Customer verifications, and implement use restrictions or compliance tracking regarding the Solutions, PS Materials and Documentation) and Customer hereby agrees to permit, reasonably cooperate and timely respond to such requirements and requests.

17. GOVERNING LAW; VENUE; DISPUTE RESOLUTION.

- A. Governing Law. The MSLA shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law provisions and principles. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are specifically excluded from application to the Agreement.
- B. Dispute Escalation. The parties shall reasonably cooperate to amicably resolve any disputes between them. If the parties cannot resolve a dispute within ten (10) business days, either party may request in writing to the other party that the dispute be escalated to their respective executives for resolution (each, an “Escalation Request”). If the parties’ respective executives are unable to resolve the dispute within twenty (20) business days following a party’s receipt of an Escalation Request, either party may pursue resolution of the dispute through arbitration in accordance with Section 17(C).
- C. Arbitration; Venue. All disputes or claims arising from or in connection with the terms of the MSLA, including their interpretation and arbitrability, that are not resolved through the escalation process described above shall be exclusively and finally resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules or, for disputes arising out of use of Delinea products outside the United States, the International Centre for Dispute Resolution in accordance with its International Arbitration Rules, in each case as modified by this Section 17(C). Arbitration shall be conducted before a single arbitrator selected by agreement of the parties in accordance with such rules. The place of arbitration shall be San Francisco, California, United States. All arbitration proceedings shall be held in the English language and the proceedings shall be treated in all aspects as confidential. The arbitration determination and opinion shall be written and given in the English language. Each party shall be responsible for its own costs incurred in connection with the dispute and arbitration. Any award issued by the arbitrator may be entered and shall be enforceable as a

judgment in any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek immediate injunctive and other equitable relief in any court of competent jurisdiction without having to commence or participate in an arbitration.

18. NOTICES. All notices given under the MSLA must be in writing, must be sent by a reputable and recognized air courier service (e.g., FedEx, UPS, DHL) to the address or by email to the email addresses set out in this Section 18, and will be effective on the date of delivery (or refusal of delivery) by the recognized air courier, or one (1) business day from the date of delivery of the email message (if the sender does not receive an undeliverable or non-delivery message).

Contact Information for Notice

If to Delinea:	If to Customer:
Billing: AR@delinea.com Renewals: customersuccess@delinea.com All other notices: Delinea Inc. Attention: Legal Department Legal@delinea.com 221 Main Street, Suite 1300 San Francisco, CA 94105 United States of America	Attention: Contracts or Legal Department Address: Customer’s “Bill To” address as set forth in the most recent Ordering Document, or such other contact name and/or address as may be notified to Delinea in accordance with this Section.

19. If Customer contact information in this Section 18 is not completed or timely updated, notice to Customer shall be deemed adequate when delivered to

Customer's office address or e-mail address on file with Delinea. Either party may modify its contact information for notices by providing written notice to the other party.

19. GENERAL PROVISIONS.

- A. **Electronic Communications.** Customer consents to receiving electronic communications from Delinea during the term of the MSLA, which may include notices about applicable fees and charges, transactional information, terms of use updates, and other information concerning or related to Delinea's Solutions and services. Customer further agrees that any notices, agreements, disclosures, or other communications that Delinea sends to Customer electronically will satisfy any legal communication requirements, including that any communication be in writing.
- B. **Limited Publicity Rights.** For the term of the MSLA, each party may use the other party's name and logo for purposes of identifying the other party as a customer or vendor (as the case may be) on their respective websites and in external presentation materials. Any use of a party's name or logo for a purpose other than identifying it as a customer or vendor (as the case may be) shall require such party's prior review and written consent for use. Each party shall provide for appropriate attribution of trademark ownership in any use of the other party's name and logo.
- C. **Assignments.** Neither party shall sell, lease, assign or otherwise transfer the MSLA or any rights or obligations under the MSLA in whole or in part, without the advance written consent of the other party, such consent not to be unreasonably withheld or delayed, and any such attempted assignment shall be void and of no effect; provided such consent shall not be required (unless the assignment is by Customer to a competitor of Delinea) if either party assigns the MSLA (i) in connection with and to the extent related to a merger or sale of all or substantially all of its assets, or (ii) to an Affiliate. Customer shall provide sixty (60) days' advance written notice of any permitted assignment under this Section 19(C). Subject to the foregoing consent requirement, Customer may transfer any SaaS Subscription or Licensed Software to any Affiliate without having to pay any relocation, transfer, or assignment fee to Delinea. Notwithstanding the foregoing, Delinea reserves the right to impose different credit or payment terms on any successor in interest to Customer. Any permitted assignee will assume all obligations and rights of its assignor under the MSLA and applicable Ordering Documents.
- D. **Force Majeure.** Delinea will not be liable to Customer or any third party for Delinea's failure or delay in performing its obligations under this

MSLA or applicable Ordering Document if the failure or delay is caused by any circumstances beyond Delinea's reasonable control, including acts of God, floods, fires, earthquakes, epidemics, pandemics, other catastrophes, explosions, wars, terrorism, internet, utility and related disruptions, network intrusions, denial of service attacks or other hacking activities, invasions, riots or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including the imposition of sanctions or an embargo (each a "Force Majeure Event").

- E. Entire Agreement; Amendments; Side Letter Prohibition. The MSLA, together with the Ordering Documents, and Documentation, constitute the entire agreement between the parties and supersede all prior or contemporaneous agreements, written or oral, regarding such subject matter. The terms of the MSLA apply to all versions of the Solutions that Customer installs or uses (including prior versions of Licensed Software), and Customer agrees that the MSLA, together with Ordering Documents and Documentation, amend and supersede any prior versions, end user license agreements or similar agreements applicable to the subject matter herein. Delinea has a strict prohibition against side letters. Accordingly, any term or agreement related to the subject matter hereof or any change, addition, or modification to the terms of the MSLA or an Ordering Document shall be valid and enforceable only if it is made in writing as an amendment or addendum to the MSLA or an Ordering Document and executed by Customer and a duly authorized officer of Delinea.
- F. General. The terms of the MSLA are binding upon, will inure to the benefit of, and will be enforceable by and against the parties' respective successors and permitted assigns. Except as expressly set out in the MSLA, there are no third-party beneficiaries hereto. If any provision of the MSLA is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. Waiver by either party of any default or breach of any provision of the MSLA, or the exercise of any right or remedy, does not constitute a waiver of any other or subsequent default, breach, or exercise of such right or remedy. The parties are independent contractors. Nothing in the Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the parties. The respective rights and remedies of the parties under the MSLA are cumulative. Where Delinea's rights and remedies are set out in the MSLA, they are without prejudice to any of Delinea's other available rights and remedies. Titles and section headings in these Terms are for

convenience only, and “including” and similar terms are to be construed without limitation. The MSLA may be accepted electronically and in counterparts, which when taken together, shall comprise one and the same document. The parties agree that electronic acceptance or click-through of the MSLA or any Ordering Document is the legal equivalent of signing by hand, and that by electronically accepting the MSLA or an Ordering Document, they each agree to be bound thereby. Each party further agrees that its electronic signature or acceptance of the MSLA or Ordering Document is as valid as if the applicable document was signed by hand.

END OF TERMS AND CONDITIONS