



## Appgate Cybersecurity Professional Services Service Schedule

(Excluding Implementation/Configuration Professional Services for Licensed Software, Hosted Services and SaaS Services)

This Appgate Cybersecurity Professional Services Service Schedule (Excluding Implementation/Configuration Professional Services for Licensed Software, Hosted Services and SaaS Services) (this "Service Schedule") is entered into by and between Immunity Federal Services, LLC d/b/a Appgate Federal, a Delaware limited liability company ("Appgate"), and Customer, and is effective on the Effective Date for this Service Schedule. This Service Schedule is governed by that certain Appgate Master Agreement (the "MA") entered into by and between Customer, or its Affiliate, and Appgate, located at <https://www.appgate.com/pdfs/legal/federal/Appgate-Master-Agreement.pdf>. In the event the MA is entered into by an Affiliate of Customer, then the MA shall apply to this Service Schedule as if Customer was a party thereto in lieu of the Affiliate of Customer. In the event the Order Form is entered into by an Affiliate of Customer, then this Service Schedule shall apply to such Order Form as if such Affiliate of Customer was a party hereto in lieu of Customer. Capitalized terms used, but not defined herein, shall have the meaning ascribed thereto in the MA.

### 1. Services; Rates; Reimbursement of Expenses.

a. **Services.** This Service Schedule sets forth the terms generally applicable to all cybersecurity professional services purchased hereunder ("Services"), as well as terms applicable only to specific Services as noted herein. Implementation/configuration professional services for licensed software, hosted services and SaaS products are not covered under this Service Schedule and require a separate Service Schedule. Customer, or an Affiliate thereof, may purchase Services from Appgate pursuant to a Service Order, Statement of Work or through the Portal.

b. **Rates.** Customer will pay all applicable rates and fees set forth in the relevant Service Order, Statement of Work, any online purchasing website or portal made available by Appgate for Customer's use (the "Portal"), or otherwise agreed to be paid by Customer to Appgate pursuant to the Service Schedule Agreement. Except as set forth in the applicable Service Order, Statement of Work or on the Portal or otherwise in the Service Schedule Agreement, (i) fees for hourly Services engagements will be billed monthly in arrears, (ii) fees for one-time fixed-fee Services engagements will be billed in advance, (iii) fees for recurring fixed-fee Services engagements will be billed in advance of the applicable period to which the recurring fixed-fee relates and (iv) any expenses to which Appgate is entitled to reimbursement hereunder will be billed monthly in arrears.

c. **Reimbursement of Expenses.** Customer is responsible for reimbursing Appgate for all pre-approved reasonable, documented, out-of-pocket expenses incurred by Appgate in performing the Services.

### 2. Customer Obligations; Customer Authorization; Customer Acknowledgement.

a. **Customer Obligations.** Customer must: (i) provide Appgate personnel with such information, cooperation and support as may reasonably be required for Appgate to provide the Services, (ii) permit Appgate personnel to access such of Customer's systems, networks, premises and property as is necessary to perform the Services, and ensure that Appgate is granted sufficient consents, authorizations and licenses to access and use any third party systems, programs, or networks necessary to provide the Services, (iii) ensure that all necessary consents, authorizations and licenses have been obtained so that Appgate's provision of the Services does not breach any statutory or regulatory provisions (of whatever

jurisdiction) relating to the use of and access to personal data or otherwise breach any applicable law, and (iv) ensure the health and safety of Appgate personnel engaged in providing the Services at Customer's premises.

b. **Customer Authorization.** Customer hereby gives written authorization for Appgate to perform the Services. If set forth in a Service Order, Statement of Work or on the Portal, such Services may include an audit of the security of Customer's systems, including, but not limited to, Customer's computer systems. Customer hereby agrees that Customer will not press charges, make any claim or take any action against Appgate, any of its Affiliates or any of their respective employees, contractors or agents, for any legal or allegedly illegal access associated with or relating to the Services, provided, that, such limitation shall not apply to the extent that Appgate intentionally exceeds the scope of Services contracted to be provided under the Service Schedule Agreement or intentionally breaches one of its obligations in the Service Schedule Agreement.

c. **Customer Acknowledgement.** Customer hereby acknowledges and agrees that the Services are not guaranteed to (i) find every vulnerability in any given system, product, configuration or other target under review or (ii) prevent intrusions, exploitation, or other malicious or unintentional security abuse.

### 3. Work Product.

a. **Work Product.** Each Order Form may specify "Work Product" to be provided by Appgate. Once Appgate has received full and final payment for "Work Product", anything specified in an Order Form as "Work Product" will become the property of Customer at the moment such item is fixed in a tangible medium, all rights, title and interest therein will vest in Customer and Appgate shall permanently assign and transfer to Customer any and all of Appgate's right, title and interest in the Work Product, provided, that, Appgate retains all right, title and interest in any Appgate Intellectual Property incorporated into Work Product. To the extent any Appgate Intellectual Property is incorporated into Work Product, Customer is hereby granted a perpetual, worldwide, non-transferable (except as expressly permitted in the Schedule Agreement), non-exclusive, royalty-free, fully paid-up license to use such Appgate Intellectual Property solely in conjunction with the Work Product. For the avoidance of doubt and notwithstanding anything in the Service Schedule Agreement to the contrary, any vulnerabilities, exploits and/or malware provided by Customer to Appgate or discovered by Appgate in the course of Appgate's performing Services for Customer shall not be deemed "Work Product" or "Customer's Confidential Information", provided, that, Appgate shall treat the fact that Customer had any such vulnerabilities, exploits and/or malware as Customer's Confidential Information. For the avoidance of doubt, Appgate shall be entitled to use any information learned about any such vulnerabilities, exploits and/or malware on an anonymized basis for any purpose, including, but not limited to, improving Appgate's products and Services. Customer shall only use the Work Product for its internal business purposes.

### 4. Term; Termination.

a. **Term of this Service Schedule.** The term of this Service Schedule will commence on the Effective Date and continue until terminated in accordance with the terms hereof.

b. Termination Upon Expiration or Termination of all Services. The Service Schedule Agreement will automatically terminate following expiration or termination of the last effective Service being provided or to be provided under this Service Schedule.

c. Term of Service Orders and Services. The "Service Term" for one-time fixed-fee Services engagements begins on the billing commencement date ("BCD") and continues until Appgate has completed all of the Services to be provided with respect thereto. The "Service Term" for hourly Services engagements begins on the BCD and continues until either party provides the other party with at least thirty (30) days advance written notice of termination of such Service Term. Recurring fixed-fee Services engagements have a minimum term which begins on the BCD and continues for the period set forth in the relevant Service Order or Statement of Work or in the Portal (the "Initial Term"). Unless Customer is a U.S. Federal Government Agency, except as set forth in the applicable Service Order, Statement of Work or in the Portal, as applicable, upon conclusion of the Initial Term or a renewal term, as applicable, (i) if the Initial Term is less than one (1) year, each recurring fixed-fee Services engagement will automatically renew for successive periods equal to the Initial Term, unless either party provides the other party with at least thirty (30) days advance written notice prior to the expiration of the then-current Service Term, and (ii) if the Initial Term is one (1) year or longer, each recurring fixed-fee Services engagement will automatically renew for successive periods of one (1) year, unless either party provides the other party with at least sixty (60) days advance written notice prior to the expiration of the then-current Service Term. The Initial Term and any renewal terms are collectively referred to as the "Service Term". Except as set forth in the Service Schedule Agreement, (1) all of Customer's payment obligations under the Service Schedule Agreement are non-cancellable, non-refundable and non-contingent and (2) in the event of termination of a Service prior to the conclusion of the applicable Service Term, Customer shall, within thirty (30) days of such termination, be obligated to pay all of the unpaid charges and fees (both relating to periods of time prior to and after the termination date) with respect to such Service that would have been payable by Customer to Appgate had such Service not been terminated early.

5. Billing Commencement Date (BCD). Unless otherwise specified in the Service Order, Statement of Work or on the Portal, the BCD shall be the date Appgate begins performing the Services.

6. EXCEPTIONS TO INDIRECT/CONSEQUENTIAL DAMAGES WAIVER AND DAMAGE CAP. NOTWITHSTANDING ANYTHING IN THE SERVICE SCHEDULE AGREEMENT TO THE CONTRARY, (A) CUSTOMER'S OBLIGATIONS IN SECTION 2.A SHALL NOT BE SUBJECT TO THE INDIRECT/CONSEQUENTIAL DAMAGES WAIVER OR DAMAGE CAP (AS EACH SUCH TERM IS DEFINED IN THE MA) AND (B) CUSTOMER'S OBLIGATIONS IN SECTION 10 SHALL NOT BE SUBJECT TO THE DAMAGE CAP.

7. Indemnification. Customer will defend, indemnify and hold harmless Appgate, its Affiliates and each of their respective agents, officers, directors, representatives and employees from and against all third-party claims, demands, liabilities, losses, costs and expenses, including reasonable attorneys' fees, to the extent arising out of or relating to (a) the Services, except to the extent that Appgate intentionally exceeds the scope of Services contracted to be provided under the Service Schedule Agreement or intentionally breaches one of its obligations in the Service Schedule Agreement, or (b) Customer's breach of its obligations in Section 2.a. Customer's obligations under this Section 7 are contingent upon the indemnified party (i) providing prompt written notice to Customer of such

claim (provided, however, that any failure or delay in notice shall not affect any of the indemnified party's rights hereunder except to the extent Customer is materially prejudiced thereby), (ii) allowing Customer to control the defense and any related settlement of any such claim, and (iii) furnishing Customer with reasonable assistance, at Customer's sole cost and expense, in the defense or settlement of any such claim. The indemnified party shall have the right to participate in the defense of such claim with counsel of its own choosing at its own expense. Customer shall not enter into any settlement of any such claim without the prior written consent of the indemnified party (such consent not to be unreasonably withheld, conditioned or delayed) if the indemnified party's rights would be directly and materially impaired thereby. For the avoidance of doubt, any settlement that does not include a full and unconditional release of the indemnified party from any and all liability arising out of the claim, shall be deemed to directly and materially impair the indemnified party's rights.

8. Warranties. Appgate warrants that (a) it and the Appgate personnel performing the Services have the necessary knowledge, skills, experience, and qualifications to perform the Services in accordance with the applicable Service Orders or Statements of Work, and (b) the Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.

9. Intellectual Property Ownership.

a. Reservation of Rights. Appgate reserves all rights not expressly granted to Customer in the Service Schedule Agreement. Except for the limited rights expressly granted under the Service Schedule Agreement, nothing in the Service Schedule Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title or interest in or to the Appgate Intellectual Property.

b. Appgate Intellectual Property. Customer acknowledges that, as between Customer and Appgate, Appgate owns all right, title and interest, including all intellectual property rights, in and to Appgate Intellectual Property.

10. Hardware. Customer acknowledges and agrees that in certain cases, Appgate may temporarily install hardware at Customer's premises (the "Hardware"), in connection with its provision of Services. In any such case, such Hardware shall be provided solely for the purposes of Appgate's provision of Services hereunder and in no event shall any right, title or interest in any such Hardware transfer from Appgate to Customer, with Appgate retaining all right, title and interest in all such Hardware. In no event shall Customer have any right to use such Hardware for any purposes, including, installing any software, applications or other data on such Hardware. Customer shall be solely responsible for any and all loss or damage to the Hardware from the time it is delivered to Customer's premises until the time it is returned and received by Appgate in accordance with this Section 10, provided, that, Customer shall not be responsible for any loss or damage to such Hardware caused by Appgate's negligence, willful misconduct or fraud. At any time during the term of the Service Schedule Agreement or after the expiration or termination hereof, Appgate shall have the right to remove the Hardware from Customer's premises or request Customer return (at Customer's sole cost and expense) such Hardware to Appgate. If Appgate requests that Customer return such Hardware, Customer shall promptly return such Hardware to Appgate, but in no event more than ten (10) days following receipt of Appgate's request with respect thereto. In the event Customer fails to return the Hardware to Appgate in accordance with this Section 10 or in the event of any loss or

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damage to the Hardware for which Customer is responsible under this Section 10, Appgate will notify Customer of the cost to replace or repair the Hardware, as applicable, which shall be determined in Appgate's sole and reasonable discretion, and Customer shall remit payment to Appgate for such amount within thirty (30) days of receipt of Appgate's notice with respect thereto.

11. **Non-Solicit.** During the term of the Service Schedule Agreement and for a period of twelve (12) months thereafter, Customer agrees that it shall not without Appgate's prior written consent, directly or indirectly, seek to engage, employ or otherwise solicit for employment or engagement, or employ or so engage, any person who (a) performed any Services for Customer under the Service Schedule Agreement or was otherwise in contact with the Customer with respect to the relationship between the parties thereunder and (b) is currently (or was in the previous twelve (12) months) an employee, contractor or agent of Appgate or an Affiliate thereof. Notwithstanding the foregoing, this Section 11 shall not prohibit or restrict Customer from (x) soliciting, hiring or engaging any person pursuant to a general advertisement or solicitation not specifically targeted to any such person (including newspaper, Internet help wanted advertisement or other general recruitment campaign), or any search firm engagement which, in any such case, is not directed or focused on any such person, (y) employing or engaging any person who contacts Customer on his, her or its own initiative without any solicitation by or encouragement from Customer (other than general solicitations pursuant to subclause (x)), or (z) soliciting and employing or engaging any such person who has been terminated by Appgate at least three (3) months prior to such solicitation and hiring. Customer acknowledges that a threatened or actual breach by it of this Section 11 may result in immediate, irreparable harm to Appgate for which monetary damages may not be adequate compensation and, consequently, that Appgate shall be entitled, in addition to all other remedies available to it at law or equity, to seek (without any requirement to post bond) injunctive or other equitable relief to prevent such threatened or actual breach.

## 12. Definitions.

a. "Appgate Intellectual Property" means any and all software code, utilities, inventions, editing/compiling tools, data formats or compression methods, internet protocol reproduction or protocol testing modules, written and visual works and materials (including, without limitation, descriptions or vulnerabilities), and general computer software design practices and proprietary development tools, and all other intellectual property which has been developed or is now being developed or is developed in the future by or on behalf of Appgate, including, without limitation, all modifications and improvements of any of the foregoing developed in connection with the development of the Work Product.

b. "Service Order" means a service order, order form, quote or other ordering document that is signed by Customer, or an Affiliate thereof, and Appgate, and includes the types and details of the specific Services ordered by Customer and agreed to be provided by Appgate. Any Services purchased by Customer through the Portal will be deemed to be purchased pursuant to a "Service Order" notwithstanding that the Services are purchased through the Portal and neither party physically or electronically executed an actual "Service Order" document.

c. "Service Schedule Agreement" means (i) the MA (but only to the extent the MA applies to this Service Schedule), (ii) this Service Schedule, (iii) all Service Orders, Statements of Work, Order Forms and Quotes, and (iv) any other document governed by, or that is incorporated by reference into, the MA (but only to the extent such document applies to this Service Schedule), this Service Schedule or any of the documents referred to in subclause (iii) hereof.

d. "Statement of Work" means a statement of work that is signed by Customer, or an Affiliate thereof, and Appgate, and includes the type and details of the specific Services ordered by Customer and agreed to be provided by Appgate.