

Akamai Guardicore License Agreement

This is a license agreement (the "Agreement") for certain object code, instructions, and associated code, tools and information that is owned by Akamai Technologies, Inc. ("Akamai") and delivered to Customer as part of the products and services provided (the "Software"). By using the Software, or any modified version of the Software customized by Akamai, Customer agrees to these terms.

1. **DEFINITIONS.** The following capitalized terms have the meanings set forth below:

"**Agent**" means the Software's agent component that is installed on virtual machines, physical servers, endpoints, workstations, containers, or other equivalent or similar machines or technologies of the Customer, in each case per the Software's specification.

"**Approved Source**" means (a) Akamai or (b) a reseller, systems integrator, or distributor authorized by Akamai in accordance with the terms of such party's agreement with Akamai to distribute and/or sublicense, as the case may be, the applicable Software.

"**Channel Partner**" means an authorized distributor, reseller, or other channel partner for the Software.

"**Documentation**" means the Software's operational guides, specifications, or similar documentation, as specified in the Order Form. Unless the context requires otherwise, references herein to Software shall be deemed to include its Documentation.

"**License Scope**" means any Software usage or consumption limitations and parameters (for example, as to the licensed Software modules, volume of Management Server licenses, volume of Agent licenses, installation environment, features and functionalities, *etc.*) specified in the applicable Order Form.

"**Management Server**" means the Software's management and dashboard component.

"**Order Form**" means the applicable ordering document between You and Akamai or You and an Akamai Channel Partner.

"**Software**" means the certain object code, instructions, and associated code, tools and information that is owned by Akamai Technologies, Inc. ("Akamai") and delivered to Customer as part of the products and services identified in the Order Form.

"**Software Support and Maintenance**" means the Software support and maintenance terms specified in Schedule A hereto.

2. **LICENSE**

2.1. **License Grant.** Customer may only license the Software from Akamai or another Approved Source. Subject to and in accordance with its applicable agreement with Akamai, any Approved Source that is not Akamai shall ensure Customer is bound by either (a) this Agreement by execution and delivery of this Agreement by Customer to Akamai or (b) an agreement between the Approved Source and Customer that contains terms substantially similar to, and no less restrictive or limited than, this Agreement, which the Approved Source shall ensure is binding on, and enforceable against, the Customer.

2.2. Subject to the terms and conditions of this Agreement, Akamai grants Customer a limited, worldwide, non-exclusive, non-transferable, non-sublicensable right and license, during the License Term, to do the following (collectively, the "**License**"):

- (a) install the Agents in such volume as authorized by the Order Form;
- (b) unless the Management Server is being purchased on a Software as a Service ("**SaaS**") basis, install the Management Server in such volume as authorized by the Order Form; and
- (c) access and use the Software for its internal business purposes subject to the restrictions set forth in Section 2.5, in accordance with the Documentation.

For the avoidance of doubt: (i) the License is subject to the License Scope, and Customer shall not use any technical or other means within, or external to, the Software to exceed or circumvent the License Scope, and (ii) the Software is only licensed (and not sold) hereunder. Any rights not expressly granted herein are hereby reserved by Akamai and its licensors, and, except for the License, Customer is granted no other right or license to the Software, whether by implied license, estoppel, exhaustion, operation of law, or otherwise.

2.3. **Ownership.** Akamai (and/or its licensors, as applicable) is, and shall be, the sole and exclusive owner of all right, title and interest (including without limitation all intellectual property rights) in and to the Software and all related

intellectual property (such as content appearing therein), and all improvements, derivative works, and/or modifications of/to any of the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments and/or waivers necessary or reasonably requested by Akamai to ensure and/or provide Akamai (and/or its designee(s)) the ownership rights set forth in this paragraph.

- 2.4. Delivery. Unless the Order Form specifies otherwise: (a) delivery of Software shall be by electronic download and will be deemed delivered once made available for electronic download; and (b) the Software shall be deemed accepted upon delivery.
- 2.5. Term. This Agreement shall automatically terminate upon expiration or termination of your order for the Service as set forth in the applicable Order Form.
- 2.6. License Restrictions. As a condition to (and except as expressly permitted by) the License, Customer shall not do (or permit or encourage to be done) any of the following (in whole or in part): (a) copy, "frame" or "mirror" the Software; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Software to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment); (c) publicly perform, display or communicate the Software; (d) modify, adapt, translate, or create a derivative work of the Software; (e) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Software; (f) remove, alter, or conceal any copyright, trademark, or other proprietary rights notices displayed on or in the Software; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Software; (h) use the Software to develop any service or product that is the same as (or substantially similar to), or otherwise competitive with, either of them; (i) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Software; (j) employ any hardware, software, device, or technique to pool connections or reduce the number of servers/machines, Agents, or users that directly access or use the Software (sometimes referred to as 'virtualisation', 'multiplexing' or 'pooling') in order to exceed or circumvent the License Scope; (k) forge or manipulate identifiers in order to disguise the origin of any data or content inputted or uploaded to, or transmitted through, the Software by or on behalf of Customer; (l) take any action that imposes or may impose (as determined in Akamai's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Software, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure; or (m) use the Software in connection with any internal performance testing or benchmark studies of which the results are designated or likely to be published in any form or media, or otherwise made available to the public, without Akamai's prior express written approval, or otherwise disclose or publish such results.
- 2.7. Software Support and Maintenance Services. Subject to Customer remaining current on payment of all License Fees hereunder, Customer will be entitled to receive Software Support and Maintenance.
- 2.8. Records and Usage Audit. Customer shall maintain records identifying the location of each copy of the Software, as well as the location, identity, and total number of virtual machines, physical servers, and workstations on which the Software is installed (collectively, "**Installation Record**"). Upon request by Akamai, Customer shall provide Akamai with a copy of the Installation Record. Akamai shall, from time to time, be entitled to audit Customer's deployment and use of the Software (a "**Usage Audit**"), and Customer shall facilitate such Usage Audit by providing Akamai with all access (including as necessary, remote access) reasonably requested by Akamai. If a Usage Audit reveals a usage or consumption level above that permitted by the License Scope, the License Fees will be increased in accordance with the then-current pricing, and Akamai will invoice (and Customer will pay) for the increased License Fees.
3. Limited Warranty. Akamai warrants to Customer that, during the Warranty Period (defined below), the Software shall operate substantially in accordance with the material functions and features set out in the applicable Documentation (the "Warranty"). In the event of any Warranty breach, and provided Customer has notified Akamai in writing of the breach promptly after discovery thereof, Akamai shall first determine whether the defect can be resolved via the Software Support and Maintenance, and Customer shall fully cooperate with Akamai in such efforts. If Akamai determines that the Software Support and Maintenance cannot resolve the defect, Akamai shall (at its sole option, and at no additional charge) use commercially reasonable efforts to provide a workaround, bug fix or patch, and Customer shall fully cooperate with Akamai in such efforts. For the avoidance of doubt, any workaround, bug fix, or patch shall not re-commence the Warranty Period, and are warranted for the remainder of the Warranty Period as then in effect. In the event Akamai is unable to provide a workaround, bug fix or patch within thirty (30) business days of receipt of the Warranty breach notice, then, as Akamai's sole obligation and liability, and Customer's sole remedy, Customer shall be entitled (exercisable within fifteen (15) days following expiration of the 30-day period) to terminate this Agreement upon written notice to Akamai and, following full uninstallation and permanent deletion of all copies of the Software by Customer (and verification thereof by Akamai), receive a prorated refund of any prepaid License Fees hereunder based upon the remaining period of the then-current License Term.

The "Warranty Period" shall be ninety (90) days commencing upon the earlier of the date of deployment of the Software or use of the Software in a production environment.

The Warranty shall not apply to (and Akamai shall have no obligation or liability for) Software problems or defects arising from any of the following: (A) improper installation or use of the Software other than as specified in the applicable Documentation; (B) modification, configuration, or servicing of the Software by any person other than an authorized Akamai representative; or (c) any fault in any Customer (or third party) equipment or programs used in conjunction with the Software.

4. DISCLAIMERS. WITH THE EXCEPTION OF ANY WARRANTY AND SUPPORT AND MAINTENANCE TERMS, THE SOFTWARE, OUTPUT, AS WELL AS ANY OTHER GOODS AND SERVICES PROVIDED OR MADE AVAILABLE BY AKAMAI OR ITS AFFILIATES HEREUNDER (COLLECTIVELY, THE "**AKAMAI MATERIALS**") ARE PROVIDED AND MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL DEFECTS, AND ALL EXPRESS, IMPLIED AND STATUTORY CONDITIONS AND WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION, NON-INFRINGEMENT, OR QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE) ARE HEREBY DISCLAIMED BY AKAMAI AND ITS LICENSORS. AKAMAI DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION: (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, TIMELINESS, COMPLETENESS, OR QUALITY OF AKAMAI MATERIALS; (B) THAT CUSTOMER'S USE OF AKAMAI MATERIALS WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; (C) REGARDING THE OPERATION OF ANY CELLULAR NETWORKS, THE PASSING OR TRANSMISSION OF DATA VIA ANY NETWORKS OR THE CLOUD, OR ANY OTHER CELLULAR OR DATA CONNECTIVITY PROBLEMS; OR (D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY LAWS, REGULATIONS, OR OTHER GOVERNMENT OR INDUSTRY RULES OR STANDARDS. AKAMAI WILL NOT BE LIABLE OR OBLIGATED IN RESPECT OF DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR HOSTING PROVIDERS.
5. Restrictions on Export. The Software may not be used or otherwise exported or re-exported (a) into (or to a national or resident of) a United States embargoed country or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any country or on any such list.
6. Open Source Software. Any use, reproduction, and distribution of components of the Software licensed under an open-source software license will be governed solely by the terms of that open-source software license and not by this Agreement. A list of any such components is available upon request.
7. Government End Users. If you are acquiring the Software on behalf of any part of the United States Government, the following provisions apply. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and/or the accompanying documentation by the U.S. Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Any technical data provided that is not covered by the above provisions is deemed to be "technical data-commercial items" pursuant to DFAR Section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 227.7015(b).

Schedule A

Software Support And Maintenance

1. **Updates and Upgrades.** During the License Term, Akamai will make available to Customer such Updates and Upgrades that Akamai generally makes available to its other supported customers. For the avoidance of doubt, Updates and Upgrades expressly exclude new Software modules, which modules Akamai may make available at its sole discretion subject to additional fees. "Updates" means modifications or revisions to the Software (such as a bug fix or patch), as typically represented by the number to the right of the decimal point (e.g. Version 1.X). "Upgrades" means new releases (each, a "Release") of the Software (such as the addition of new features or functionalities), as typically represented by the number to the left of the decimal point (e.g. Version X.0).
2. **Support.** During Business Hours (set forth below), Akamai's help desk personnel shall receive Customer email web support requests in connection with Errors (each, a "Support Request"). "Error" means any verifiable and reproducible failure of the Software to materially perform the functions described in the Software's documentation. Once Akamai has determined that the Support Request is covered by a valid support contract, Akamai will:
 - a. respond to such Support Request based on the Severity Levels (as determined by Akamai) set out in the table below; and
 - b. Akamai will use commercially reasonable efforts to get to Problem Resolution or to provide a workaround for the Error.

"Problem Resolution" means the use of commercially reasonable efforts to resolve the reported Error. These efforts may include (but are not limited to): configuration changes, patches that fix an issue, and reinstalling the Software.

Business Hours	
<i>Standard</i>	<i>Premium</i>
Monday to Friday, 8am – 5pm CT (excluding U.S. National Holidays) / Central European Time	24x7
Support Request Submission	
Phone	See the <i>Contact Support</i> section at http://www.guardicore.com/support
Email	support@guardicore.com
Web	http://www.guardicore.com/support

In order to be addressed by Akamai, Errors must be verifiable and reproducible. Furthermore, in order for Akamai to address a Support Request, Customer must provide Akamai with all information, documentation, assistance and access as Akamai might reasonably require, including, without limitation:

- setup information,
- application knowledge,
- listing of any output,
- detailed steps required to enable Akamai to replicate the Error,
- exact wording of Error messages, and
- any other data that Akamai may reasonably request in order to reproduce operating conditions similar to those present when the Error occurred.

Each Error for which a Support Request is received by Akamai, shall be classified by Akamai and assigned a level of severity ("Severity Level"), in accordance with the following criteria:

Severity Level Definition	Standard Support (STD)	Premium Support (PRM)	Akamai Commitment
<p>Severity 1 - CRITICAL</p> <p>(a) The Error causes a critical effect to Customer's production environment in a way that significantly impacts the Customer's business; or</p> <p>(b) A key capability of the Software is fully or partially inoperable, in a way that causes a major issue to the Customer's production environment; or</p> <p>(c) An Error with a direct security impact on the Software</p>	<p>First level response within less than 1 Business Hour from receipt. Escalation within 12 Business Hours</p>	<p>First level response within less than 1 hour. Escalation within 6 hours.</p>	<p>Akamai and Customer will commit the necessary resources (during Business Hours (STD) / around the clock (PRM)) for Problem Resolution to obtain workaround or reduce the severity of the Error.</p>
<p>Severity 2 - HIGH</p> <p>(a) The Error causes the Software to operate improperly in a manner which impacts the normal course of business for Customer; or</p> <p>(b) An Error that substantially degrades the performance of the Software in a way which impacts the normal course of business for Customer; or</p> <p>(c) An Error that prevents the Software from being installed or operated when properly configured.</p>	<p>First level response within 4 Business Hours. Escalation within 16 Business hours.</p>	<p>First level response within 4 hours. Escalation within 24 hours.</p>	<p>Akamai and Customer will commit an engineer during normal Business Hours for Problem Resolution to obtain workaround or reduce the severity of the Error, and alternative resource (PRM) during non-Business Hours</p>

<p>Severity 3 - MEDIUM</p> <p>(a) The Error causes a function not to execute as described in the Software's documentation without a significant loss of utility or intended functionality; or</p> <p>(b) the Error disables one or more nonessential functions of the Software; or</p> <p>(c) The Software behavior is materially different from that described in the Software's documentation but does not rise to the level of a Severity 1 or Severity 2 Error; or</p> <p>(d) Software alerts are not functioning as expected with no impact to the Customer's production environment</p>	<p>First level response at the next business day</p>	<p>First level response within Business Hours.</p>	<p>Akamai and Customer will handle the case during Business Hours to obtain a resolution if applicable</p>
<p>Severity 4 - LOW</p> <p>All other issues, including general usage questions and cosmetic issues.</p>	<p>First level response at the next business day.</p>	<p>First level response at the next business day</p>	<p>Akamai and Customer will handle the case during Business Hours to obtain a resolution if applicable</p>

Note: *Severity 1 - CRITICAL* Errors require a phone call to Akamai support in order to ensure timely handling of the Support Request.

3. Exclusions. The technical support described above will only be provided with respect to the then-current (and the two immediately preceding) Releases, and shall exclude Errors resulting from:
 - a. any modifications of the Software that have not been approved by Akamai in advance and in writing;
 - b. Customer's failure to implement in a reasonably timely manner any Update or Upgrade made available by Akamai (or its representative);
 - c. Customer's written instructions to Akamai, or installation or set up adjustments made solely by Customer;
 - d. Customer's use of the Software in violation of the Agreement or of any applicable laws and/or regulations;
 - e. any fault in any Customer (or third party) equipment or programs used in conjunction with the Software; and/or
 - f. Customer's negligence or willful misconduct.

4. Customer Responsibilities. Customer agrees to the following responsibilities:
 - a. Customer agrees to receive from Akamai communications via e-mail, telephone, and other reasonable formats;
 - b. Customer's technical support contact shall cooperate with Akamai at all times during the provision of Support and Maintenance Services under this Schedule;
 - c. Customer shall report to Akamai all material problems with the Software and shall implement any reasonable corrective procedures provided by Akamai reasonably promptly after receipt;
 - d. Customer will make available to Akamai a remote access solution ("**Remote Access**") allowing Akamai's *Customer Success* team to remotely connect to the Software and Customer systems. Such Remote Access requires that, *inter alia*, Customer make available a Virtual Private

Network (“**VPN**”) or Virtual Desktop Infrastructure (“**VDI**”) facilitating access from Akamai’s offices, allowing Akamai’s *Customer Success* team to access the following systems:

- i. Web and CLI access to the Software backend components - all Management Servers and Aggregators installed on premises.
- ii. Desktop access to the machines used for automation and reporting development and execution.
- iii. Application access to Customer standard communication means - email or other.