

APPENDIX 1

Lockdown Subscription Services

The Lockdown Subscription Services shall be governed by the terms of the Agreement, this Appendix 1, and each Order entered into by Customer and MindPoint Group with respect to the Lockdown Subscription Services.

1. OVERVIEW.

MindPoint Group's Lockdown Software consists of MindPoint Group's proprietary automation content for Ansible consisting of Lockdown Playbooks, Lockdown Roles, Lockdown Plugins, and/or additional variables files (collectively, the "**Lockdown Software**"). For clarification, the Lockdown Software is separate and distinct from, and is not a derivative of Ansible, Ansible Tower, or any other offerings from Red Hat, Inc. or IBM, Inc. The Lockdown Software is separate (non-embedded) downloadable content intended to be executed via Ansible software that is provided by Customer, not MindPoint Group.

The Lockdown Software is available as follows:

- a) **Lockdown Enterprise Basic:** Lockdown Enterprise Basic" means a content-only purchase of the Lockdown Enterprise content for one (1) Platform and on (1) Control Node. (Support and/or Updates are not included.)
- b) **Software Subscription:** The Lockdown Subscription Services consist of a bundle of services, which include access to the Lockdown Software during a subscription term described in an Order, and maintenance and support services during such subscription term. The Lockdown Subscription Services include assistance with Lockdown Software solely to the extent required to execute Lockdown Roles or Lockdown Playbooks via currently supported versions of Ansible or Ansible Tower as specified by Red Hat, Inc. or IBM, Inc.
 - i) "**Lockdown Enterprise Standard**" means a Lockdown Enterprise Subscription for one (1) Platform, and one (1) Ansible Control Node.
 - ii) "**Lockdown Enterprise Unlimited**" means a Lockdown Enterprise Subscription that provides unlimited access to all currently maintained Lockdown Enterprise content, without restriction on Control Node count or Platforms.

2. DEFINED TERMS.

The following capitalized terms used in this Appendix shall have the respective meanings set forth below. Other capitalized terms used but not defined in this Appendix 1 have the meanings ascribed to them in the Agreement.

- a. "**Ansible**" means the Ansible software provided directly by Red Hat, Inc., IBM, Inc., or their affiliates including Ansible Engine and/or Ansible Tower.
- b. "**Ansible Engine**" means the Ansible software provided by Red Hat, Inc., IBM, Inc., or their affiliates consisting of a command-line interface tool that can be used to execute or interpret Ansible playbooks and Ansible roles.

- c. **“Ansible Tower”** means the Ansible software provided by Red Hat, Inc., IBM, Inc., or their affiliates that consists of a graphical user interface to Ansible Engine.
- d. **“Control Node”** means the system that executes or runs the Lockdown Enterprise content. Examples include the Ansible Command Line Interface (“CLI”), Red Hat Ansible Tower, or another similar execution system.
- e. **“Lockdown Playbooks”** means MindPoint Group’s Lockdown content provided in Ansible playbook format.
- f. **“Lockdown Roles”** means MindPoint Group’s Lockdown content provided in Ansible role format.
- g. **“Lockdown Subscription Services”** means the Lockdown Software subscription and related support services made available by MindPoint Group, as more fully described in Section 1.
- h. **“Lockdown Subscription Term”** means the subscription term during which Customer shall have access to the Lockdown Subscription Services, as described in a particular Order and subject to the terms of the Agreement with respect to renewals. If Customer is using the Lockdown Trial Software on a Trial basis, then Customer’s Lockdown Subscription Term shall be thirty days, or such other amount of time as is mutually agreed by the Parties in an Order or other written agreement.
- i. **“Lockdown Tools”** means the deliverables provided by MindPoint Group pursuant to Professional Services provided by MindPoint Group.
- j. **“Lockdown Trial Software”** means the trial version of the Lockdown Software provided without charge in accordance with, and subject to, the terms and limitations of Section 4 of this Appendix 1.
- k. **“Platform”** means each uniquely identifiable operating system or application variant for which Lockdown Software exists or is otherwise used on. The right to use Lockdown Software is based on the number of unique Platforms being managed by the Customer as specified in an Order.
- l. **“Professional Services”** Is a separate offering from MindPoint Group.
- m. **“Trial”** shall mean an evaluation of the Lockdown Software by the Customer that may be offered by MindPoint Group for use of the Lockdown Software during a specified period of time. The Lockdown Software used during the Trial shall be considered “Lockdown Trial Software” as defined above.

3. LICENSE GRANT.

Subject to Customer’s compliance with the terms and conditions of the Agreement (including this Appendix 1), during the Lockdown Subscription Term (and subject to Customer’s payment of the applicable Fees), MindPoint Group hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable limited right to download and use the Lockdown Software in object code form (as applicable) or as automation source content exclusively for internal business purposes for Customer’s and its approved Affiliates’ own IT configuration management, deployment and orchestration of complex multi-tier workflows.

For Lockdown Enterprise Basic and Standard:

The right to use the Lockdown Software is based upon and licensed for the number of unique Control Nodes from which the Lockdown Software is run, unique Platforms being managed by Customer, and Customer shall be responsible for, and pay, for each such Platform being managed on each Control Node. In the event Customer's usage exceeds the number of Platforms or Control Nodes purchased, Customer shall immediately notify MindPoint Group, and immediately pay the corresponding Fees for all additional Platforms (including any fees owed for prior use).

For Lockdown Enterprise Unlimited:

The right to use the Lockdown Software is based upon and licensed for unlimited internal use without restriction on Platform type, or Control Node count.

4. TRIAL PERIOD.

MindPoint Group may permit Customer to access and use the Lockdown Trial Software on a Trial basis as specified in Customer's Order. In such case, the terms of this Section 4 shall apply.

Subject to Customer's compliance with the terms and conditions of the Agreement (including this Appendix 1), during the Lockdown Subscription Term, MindPoint Group grants to Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable limited right to use the Lockdown Trial Software in object code form (as applicable) or as automation source content exclusively for internal business purposes for Customer's and its Affiliates' own IT configuration management, deployment and orchestration of complex multi-tier workflows without charge for use in accordance with the terms of the Agreement and as otherwise mutually agreed upon as part of a Trial and set forth in an Order. Customer acknowledges that the Lockdown Trial Software may be limited in functions, features, Platform availability, maintenance, support and contain other limitations not present in the Lockdown Software licensed or supported for a fee. In particular, and without limiting the foregoing, Customer acknowledges that the Lockdown Trial Software will only be available for use on a limited number of Platforms relative to paid subscriptions. Customer will have the option to purchase paid subscriptions for management of additional Platforms by entering into a separate Order. Provisions in the Agreement regarding Fees for Lockdown Subscriptions, warranties and MindPoint Group indemnification will not apply to Lockdown Trial Software, but the Lockdown Trial Software shall otherwise be subject to all other terms and conditions in the Agreement in the same capacity as Lockdown Software; provided that, notwithstanding anything in the Agreement to the contrary, THE LOCKDOWN TRIAL SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND MINDPOINT GROUP EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE HEREUNDER, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY OTHER IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MINDPOINT GROUP DOES NOT WARRANT THAT THE LOCKDOWN TRIAL SOFTWARE WILL BE UNINTERRUPTED, OR ERROR-FREE. WITHOUT LIMITING THE FOREGOING, MINDPOINT GROUP MAKES NO WARRANTY THAT (A) THE LOCKDOWN TRIAL SOFTWARE WILL MEET CUSTOMER REQUIREMENTS, (B) THE LOCKDOWN TRIAL SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE LOCKDOWN TRIAL SOFTWARE WILL BE EFFECTIVE, ACCURATE OR RELIABLE.

5. AGREEMENTS.

- a. **Restrictions.** Customer shall not: (i) sublicense, sell, resell, transfer, assign, distribute, share, lease, rent, loan or outsource the Lockdown Software or use or offer the Lockdown Software on a timeshare or service bureau basis, or use or offer the Lockdown Software as an application service provider or managed service provider offering except as provided for in the Order; (ii) copy the Lockdown Software onto any public or distributed network, except for an internal and secure cloud computing environment; (iii) cause or permit the decompiling, disassembly, or reverse engineering of any portion of the Lockdown Software, or attempt to discover or permit the discovery of any source code or other operational mechanisms of the Lockdown Software; (iv) modify, adapt, translate or create derivative works, nor allow any of those actions to occur, based on all or any part of the Lockdown Software; or (v) modify any proprietary rights notices which appear in the Lockdown Software or components thereof. Notwithstanding (i) and (ii), Customer may host the Lockdown Software on behalf of its Authorized Users solely in conjunction with Customer applications; provided that Customer's Authorized Users may not, at any time, access the Lockdown Software directly.

- b. **Customer Responsibilities.** Customer covenants and agrees that it shall: (i) perform those tasks and assume those responsibilities required of it by MindPoint Group in order for MindPoint Group to deliver the Lockdown Software; (ii) comply with all Applicable Laws when using the Lockdown Software; and (iii) ensure that only Authorized Users use the Lockdown Software and only as intended and in accordance with the terms of the Agreement and any provided Documentation. In addition to the foregoing, during the Subscription Term, Customer shall:
 1. Appoint and inform MindPoint Group of one contact person who is sufficiently trained in the use and operation of the Lockdown Software.
 2. Maintain access to all necessary equipment and competence for the handling and operation of the Lockdown Software.
 3. Provide a current and compatible version of Ansible software. A paid subscription from Red Hat, Inc. or IBM, Inc. is not required for services delivery.
 4. Maintain and review a current version of the Documentation for reference purposes prior to placing a call for support.
 5. Comply with the operational instructions provided by MindPoint Group.
 6. Promptly notify MindPoint Group following the discovery of any fault or problem with the Lockdown Software, and upon MindPoint Group's request, submit a listing of output and other data that MindPoint Group may reasonably require in order to reproduce the problem and the operating conditions under which the fault occurred.
 7. Maintain records regarding the occurrence of faults and if possible, verify that the faults/problems are reproducible.

6. AUTHORIZED USERS.

Customer may permit its Authorized Users to access and use the Lockdown Software subject to each Authorized User's acceptance of and compliance with all applicable terms and conditions of the Agreement, including Section 1.7 of the General Terms and Conditions.

7. TERM OF LOCKDOWN SUBSCRIPTION SERVICES.

Lockdown Subscription Terms shall initially be valid for the dates identified in the associated Order and in accordance with any related payment schedule. Thereafter, the Lockdown Subscription Term shall automatically renew for successive, one (1) year terms. Either party may elect not to renew a Lockdown Subscription by providing written notice to the other party at least sixty (60) days prior to the end of the then-current term. If a Lockdown Subscription is terminated or expires, Customer may subsequently reinstate the Lockdown Subscription upon payment of Fees for the period from date of expiration or termination to date of reinstatement plus an additional reinstatement fee of 10%. Notwithstanding the foregoing, in the case of subscriptions of Lockdown Trial Software, autorenewals shall not apply and Customer may enter into a paid subscription for the Lockdown Trial Software by entering into a separate Order therefor.

Upon expiration or termination for uncured Customer breach(es), Customer will no longer receive Updates, Upgrades or Corrections to the Lockdown Software and Customer delete all local copies of the Lockdown Software and cease all further use thereof. Without limiting the foregoing, Customer shall defend, indemnify and hold MindPoint Group harmless from any and all Losses arising from Customer's continued retention and use of such local copies of the Lockdown Software.

8. UPDATES, UPGRADES AND CORRECTIONS.

The release status of the Lockdown Software is defined by version, revision and correction. During the term of the Lockdown Subscription and subject to Customer's payment of all applicable Fees, MindPoint Group will provide Customer with Upgrades, Updates and Corrections to the Lockdown Software, if and when available.

- An "Upgrade" shall mean each new version of the Lockdown Software that includes significant improvements in functionality. MindPoint Group will use reasonable efforts to announce the release of a new version.
- An "Update" shall mean each new revision of the Lockdown Software that includes minor improvements in functionality and an accumulation of Corrections. MindPoint Group will use reasonable efforts to announce the release of a new revision.
- A "Correction" shall mean a correction of the Lockdown Software that includes only specific, targeted fixes to discrete problems in the use or functionality of the Lockdown Software.

Customer is fully responsible for installing and deploying all Upgrades, Updates and Corrections, and MindPoint Group makes no representations or warranties with respect to the Lockdown Software (or non-performance thereof) due to Customer's failure to deploy any such Upgrades, Updates and Corrections. Additionally, Customer acknowledges and agrees that, from time-to-time, portions of, or functionality included in, the Lockdown Software may be added to, modified, or deleted by MindPoint Group and that

the Lockdown Software may change over time. MindPoint Group may (but is not required to) expand or enhance the Lockdown Software by providing additional features in the general course of MindPoint Group's standard development model and offering road map. If any features or functionality are at the request or timing of Customer (or Customer requests any consulting or other services) there may be additional cost and the parties shall enter into an Order therefor.

9. SUPPORT SERVICES.

A Lockdown Enterprise Basic purchase does not provide any Support Services. Only Lockdown Enterprise Standard or Lockdown Enterprise Unlimited subscriptions are entitled to Support Services.

During the Term, MindPoint Group shall support runtime execution of Lockdown Roles inside Ansible environments both from CLI executions and Ansible Tower executions. This includes tracebacks, execution errors inside Ansible, or failures of the role to execute as intended in a Lockdown Playbook run. It may also support errors resulting from task failures against Customer's environment or Lockdown Playbook failures in general.

While MindPoint Group is knowledgeable with respect to Ansible and security services generally, MindPoint Group makes no representations or warranties with respect to Customer's particular individualized application/stack. Accordingly, MindPoint Group will not be liable for, and does not provide Lockdown Support Services (as defined below) for, production application breakage from execution of Lockdown Roles. Customer is responsible for its environment's recovery from security rule application-induced breakage/outage. Additionally, Lockdown Support Services do not include direct support of, or updates to third party software and any support or work related to Customer systems or environments.

Subject to the terms of this Section 9, MindPoint Group support staff will be available during MindPoint Group's standard business hours Monday through Friday, excluding holidays, to provide Lockdown Support Services. Staff will be available through the MindPoint Group online portal or email initially and may determine to set up a screen share/troubleshooting live session based on evaluation of the issue presented.

Lockdown Support Services are provided hereunder for single-issues or errors. Should Customer request support services to address multiple errors or issues, or if frequency of support ticket engagement shows a greater need for support or consultation, MindPoint Group reserves the right at any time to refer ongoing issues to a services engagement determination. In such case, the parties will be required to enter into a separate Order for Professional Services covering Customer's need for more intensive support services. Additionally, issues and questions that are specific to Customer's operating environment or relate to the operation of customizations, or training and implementation needs are not included in the Lockdown Subscription but may be purchased for an additional Fee as part of MindPoint Group's Professional Services. Without limiting the foregoing, Customer acknowledges and agrees that MindPoint Group may require the payment of additional Fees if Customer's use or need for Lockdown Support Services exceeds the levels provided by MindPoint Group via its standard support services.

To ensure Lockdown Roles can execute against Customer environments, upon request, Customer agrees to provide a test environment reflective of their target environments. This can be provided as remote access via VPN or via a virtual machine template for MindPoint Group to test against.

Subject to all of the foregoing, during the term of the Lockdown Subscription and subject to Customer’s payment of all applicable Fees, MindPoint Group will use commercially reasonable efforts to provide Customer with the following support services with respect to the Lockdown Software (the “**Lockdown Support Service**”):

- Basic advice and instructions on how to deploy and use the Lockdown Software.
- MindPoint Group will use reasonable efforts to provide a migration path to be used in connection with the implementation of any Upgraded versions of the Lockdown Software. With respect to all other Updates or Corrections, MindPoint Group will use reasonable efforts to provide procedures for deploying such Updates or Corrections, when and if such Updates or Corrections are created and made available, and to notify Customer of any necessary Upgrades or Updates to its operating environment. Training and implementation services needed in connection with installation of any Upgrade or Corrections may be purchased for an additional Fee as part of MindPoint Group’s Professional Services and shall be set forth in an Order.
- Diagnosis of problems with the operation of the Lockdown Software and reasonable efforts to provide Corrections or workarounds via remote access.

Provided that Customer has paid all applicable Fees, and subject to Customer’s application of all Upgrades, Updates and Corrections to Lockdown Software in accordance with MindPoint Group’s recommendations, MindPoint Group will provide Lockdown Support Services for each version of Lockdown Software for a minimum period of twelve (12) months after the first delivery of the next consecutive Upgrade. Support for other versions and revisions may be provided only upon the mutual agreement of the parties via a separate Order, which may require the payment of additional Fees.

Lockdown Support Service requests may be submitted via email to support@lockdownenterprise.com during MindPoint Group’s normal business days between the hours 9:00 A.M. and 5:00 P.M. Eastern Time, U.S.A. MindPoint Group shall use commercially reasonable efforts to meet the response times set forth below.

Severity Level	Support Initial Response Time
Critical Issues – The Lockdown Software experiences problems that cause it to stop completely or become fully unresponsive or causes a major application, function, or feature to fail to operate.	4 business hours
Non-Critical Issues – The Lockdown Software experiences problems that cause a major application, function, or feature to fail to operate however, not vital to immediate performance.	8 business hours

Customer must (a) check the associated box for “Critical Issues” when filing a support ticket online, and/or (b) for Critical Issues submitted via an email request, Customer must use the words “Critical” or “Service Affecting” within the subject line, or body of the email message, in order to be tracked and serviced

appropriately. If, in MindPoint Groups' sole discretion, Customer's issue(s) do not fall within the definition of Critical or Non-Critical for which it was supplied, the level of severity may be adjusted, as appropriate.

Lockdown Support Services described herein do not include support for the (i) correction of problems caused by unauthorized modification of Lockdown Software by Customer or any third party; (ii) use of Lockdown Software with third party products or in an operating environment other than as expressly approved by MindPoint Group; (iii) use of the Lockdown Software in violation of the terms of the Agreement; or (iv) other issues that are not solely and specifically related to the Lockdown Software.

MindPoint Group reserves the right to alter the Lockdown Support Services, at any time in its sole discretion, provided MindPoint Group agrees that in no event shall such alterations result in materially diminished obligations for MindPoint Group with respect to the Lockdown Support Services or materially diminish Customer's rights with respect to the Lockdown Support Services. MindPoint Group shall use commercially reasonable efforts to provide thirty (30) days prior written notice (delivered electronically or otherwise) of any material changes to the Lockdown Support Services.

All Lockdown Support Services shall be provided in English only.

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