

## **MANAGED SECURITY SERVICE PROVIDER ADDENDUM**

This Managed Security Service Provider Addendum ("MSSP Addendum") is part of the Swimlane Software License Agreement ("Agreement") entered into by and between the MSSP Licensee listed on a Swimlane Order Form ("MSSP") and Swimlane, Inc. ("Swimlane") with respect to MSSP offering and providing Swimlane's Services to MSSP's customers.

All capitalized terms not defined herein will have the meaning set forth in the Agreement. In the event of any contradiction between the Agreement and this Addendum, this Addendum will control as to the specific subject matter hereof.

### 1. SCOPE.

MSSP is in the business of providing managed security services (the "MSSP Services"). Swimlane and MSSP desire that Swimlane appoint MSSP as an authorized Swimlane managed services provider to enable MSSP to provide to its customers certain Swimlane software products or Swimlane services, as bundled with MSSP's other MSSP Services, subject to and in accordance with the terms and conditions of this Agreement. "Customer" means a customer of MSSP for whom MSSP uses the Local Software and SaaS Software as part of the MSSP Services. The Licensed Software and SaaS Software are collectively defined as the "Software."

### 2. SOFTWARE.

2.1 Grant of License. Subject to MSSP's compliance with the terms and conditions of this Agreement, including payment of Fees as and when they become due, Swimlane grants to MSSP a non-exclusive, non-transferable license: (i) to use the Local Software and SaaS Software, solely for the purpose of (a) bundling the Local Software and SaaS Software with the MSSP's existing MSSP Services, (b) demonstrating and marketing the Local Software and SaaS Software to potential Customers, (including through the usage of trials as described below) and (c) providing training and maintenance and support services to Customers; (ii) to distribute and sublicense the Local Software as part of the MSSP Services bundled with other MSSP Services; and (iii) to reproduce the Local Software and SaaS Software, solely as necessary to exercise the license rights granted in the preceding sub-clauses (i) and (ii). MSSP must sublicense the Local Software and SaaS Software to Customers pursuant to terms at least as protective of Swimlane as the Swimlane software license agreement as found at <https://swimlane.com/legal> ("Software License Agreement"). Swimlane is an intended third-party beneficiary to the agreement between Customer and MSSP (the "Customer Agreement"), and, as such, may assert any applicable rights set forth therein as may be necessary to protect its Intellectual Property Rights (as defined below) or other confidential or proprietary material the MSSP has provided to Customer in connection with the provision of MSSP Services. MSSP will promptly notify Swimlane of any breach of the Customer Agreement and will assist Swimlane to enforce its terms and conditions.

2.2 License Restrictions. Except as expressly set forth in Section 2.1, MSSP may not resell, distribute, sublicense, or otherwise transfer the Software unless MSSP and Swimlane have entered into a separate reseller agreement. MSSP acknowledges that the Licensed Software and SaaS Software contain trade secrets of Swimlane and its licensors, and, in order to protect such trade secrets and other interests that Swimlane and its licensors may have in the Software, MSSP agrees not to disassemble, decompile or reverse engineer the Local Software or the SaaS Software, or permit any third party to do so, except, and solely to the extent, if any, that applicable local law requires that such activities be permitted. Except as expressly authorized by this Agreement, MSSP will not: (i) copy or reproduce the Local Software or the SaaS Software, in whole or in part; (ii) modify the Local Software or the SaaS Software; or (iii) provide the Local Software or the SaaS Software or make its functionality available to third parties as an application services provider or service bureau, or by hosting, time sharing or providing any other type of services.

### 3. SERVICES.

3.1 Subject to MSSP's compliance with the terms and conditions of this Agreement, including payment of Fees as and when they become due, and to the Agreement, Swimlane agrees to make available to MSSP the Local Software and the SaaS Software as specified in an Order Form.

### 4. GENERAL TERMS

4.1 Limited Rights. MSSP's rights in the Software are limited to those expressly granted in Section 2.1. Swimlane reserves all other rights, title and interest in and to the Software not expressly granted to MSSP under this Agreement.

4.2 Orders and Delivery.

4.2.1 All MSSP orders for Software must be placed directly with Swimlane. MSSP shall not be permitted to provide any MSSP Services using any Swimlane Software or products not purchased directly by MSSP from Swimlane. Swimlane will make the Software available to MSSP within a reasonable time following execution of this Agreement.

4.3 SaaS Delivery. Swimlane shall use commercially reasonable efforts to make the SaaS Software available to MSSP, subject to downtime for scheduled or emergency maintenance. MSSP may only use the SaaS Software in furtherance of this Agreement.

4.4 End of Life Policy. MSSP's usage of the Software shall be subject to Swimlane's end of life policy as further described in the Agreement.

4.5 Customer Trials.

4.5.1 Software. MSSP shall be allowed to offer trials of the Software to Customers, provided that the trials do not exceed 30 days term lengths, unless otherwise approved by Swimlane, and each Software trial shall only be made available one-time per Customer.

4.6 Bundling Software into MSSP Services. MSSP shall provide Swimlane with a preview of its intended bundled offering for review and approval before proceeding with offering such MSSP Services to Customers. Swimlane shall not be responsible for any expenses that MSSP incurs in preparing such preview bundled offering for Swimlane review.

4.7 Non-Swimlane Products. The Software may contain features designed to interoperate with software provided by MSSP or a third party ("Non-Swimlane Products"). Obtaining access from the providers of such Non-Swimlane Products may be necessary in order to use such features. Swimlane may cease to provide such features without entitling MSSP to any refund, credit, or other compensation.

4.8 Beta Features and Beta Releases. Swimlane, at its sole discretion, may make available optional Software or optional features, including but not limited to utilities for supporting the usage of the Software, beta features that can be enabled within the Software, beta releases, pilots, limited releases, previews, or evaluations of Software (collectively "Beta Releases"). Unless a particular Beta Release includes its own separate and specific terms and conditions, this Agreement shall govern the usage of Beta Release. MSSP is not required to use any Beta Release and any such BETA RELEASE IS PROVIDED "AS-IS" WITHOUT ANY INDEMNIFICATION, WARRANTY, MAINTENANCE, OR SUPPORT OF ANY KIND. FURTHERMORE, SWIMLANE SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA RELEASE UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE IT'S LIABILITY WITH RESPECT TO THE FREE TRIAL SHALL NOT EXCEED \$1,000.00. Any Beta Release is not fully tested and may have significant issues posing risks associated with its usage. Swimlane strongly recommends MSSP back up any data. MSSP agrees that where it elects to use Beta Release, Swimlane shall not be liable for any damage arising from such use. Where MSSP decides to use the Beta Release in compliance with this Agreement, in the case of Software, Swimlane grants a non-exclusive and non-transferable license to execute the Beta Release in accordance with its Documentation solely as allowed under Sections 2.1-2.2. The license term of the Beta Release shall be designated by Swimlane, in the event no term is designated, the license shall be valid for thirty (30) days. Swimlane may terminate the Beta Release license with or without cause upon 10 days' notice, or immediately in the event of MSSP's breach of this Agreement.

4.9 Free Trial. Swimlane may make available certain Software on a trial basis free of charge ("Free Trial"). Additional trial terms and conditions may appear on the trial registration web page or as part of the registration process. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Where MSSP requests a Free Trial, its use shall be in compliance with this Agreement, and in the case of Software, Swimlane grants a non-exclusive and non-transferable license to execute the Software for the Free Trial in accordance with its Documentation solely as allowed under Sections 2.1-2.2. The license term of the Free Trial shall be designated by Swimlane, in the event no term is designated, the license shall be valid for thirty (30) days.

Swimlane may terminate the Free Trial with or without cause upon 10 days' notice, or immediately in the event of MSSP's breach of this Agreement.

ANY FREE TRIAL IS PROVIDED "AS-IS" WITHOUT ANY INDEMNIFICATION, WARRANTY, MAINTENANCE, OR SUPPORT OF ANY KIND. FURTHERMORE, SWIMLANE SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE TRIAL UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE IT'S LIABILITY WITH RESPECT TO THE FREE TRIAL SHALL NOT EXCEED \$1,000.00.

## 5. MSSP OBLIGATIONS.

5.1 Business Practices. MSSP will: (i) conduct business in a manner that reflects favorably at all times on the Software and the good name, goodwill and reputation of Swimlane; (ii) make no false or misleading representations with regard to Swimlane, the Software; and (iii) make no representations, warranties or guarantees with respect to the specifications, features or functionality of the Software that are inconsistent with the EULA, the Agreement, and official product or service release notes documentation distributed by Swimlane, including all liability limitations and disclaimers contained in such materials.

5.2 Marketing. MSSP will actively market and promote the Software, as part of MSSP Services, to Customers.

5.3 Customer Agreements. MSSP will be solely responsible for providing its products and services and the Software to its Customers under the Customer Agreement. Swimlane will have no liability to any Customer with respect to MSSP's of such Customer's use of the Software whether such use is on such Customer's behalf or directly by the Customer. Without limiting the foregoing, MSSP may not distribute the Software to any Customer unless MSSP has entered into a written agreement with such Customer that contains, at a minimum, terms and conditions substantially similar to the following: (i) MSSP or its licensors retain all of their Intellectual Property Rights in the MSSP Services (including the Software), and no title to such Intellectual Property Rights are transferred to the Customer; (ii) the Customer agrees not to reverse assemble, reverse engineer, reverse compile, or otherwise translate or modify any portion of the Software; and (iii) that otherwise contains terms that are equally protective of Swimlane' rights in the Software as those contained in this Agreement and in Swimlane EULA. MSSP will use its best efforts to enforce the terms of each such Customer agreement.

## 6. MAINTENANCE AND SUPPORT

6.1 MSSP Support of Customers. With respect to Software, MSSP will provide Customers with direct maintenance and support services for the Software. Swimlane will have no obligation to provide maintenance or support services to Customers unless otherwise agreed to in writing by the parties.

6.2 Swimlane Support of MSSP With Respect to Software. Swimlane will provide MSSP with maintenance and support services for the Software, in accordance with the applicable terms specified in Agreement. Swimlane is not obligated to provide any maintenance and support services beyond those set forth in the Agreement. The parties may enter into a separate agreement for additional maintenance and support services which shall be subject to the payment of additional fees. Any maintenance and support services ordered by MSSP, whether under the Agreement or a separate agreement for additional maintenance and support services, shall only be performed by Swimlane to the MSSP itself, and not to any Customers.

6.3 Contacts. Each party will designate one or more technical contacts, who will be the other party's primary contact for all technical matters relating to this Agreement, and a business contact, who will be the other party's primary contact for all other day-to-day matters arising under this Agreement.

## 7. RECORDS AND REPORTING.

7.1 Records; Audit. During the term of this Agreement and for a period of three (3) years thereafter, MSSP will maintain complete and accurate books and records regarding MSSP's use of the Software. During such period, Swimlane will have the right to inspect and audit such books and records for the purpose of confirming MSSP's compliance with the terms of this Agreement, including its payment obligations. Any such inspection and audit

will be conducted during regular business hours and in a manner that minimizes interference with MSSP's normal business activities. If such an inspection and audit reveals an underpayment of any amounts payable to Swimlane, as applicable, then MSSP will promptly remit the full amount of such underpayment to Swimlane, including interest calculated in accordance with the terms of the Agreement. If the underpaid amount exceeds 5% of the amounts payable to Swimlane, for the period audited, then MSSP will also pay Swimlane' reasonable costs of conducting the inspection and audit.

7.2 Reporting. MSSP understands and agrees that the Software may include automated reporting functionality allowing Swimlane to have visibility to usage and licensing of the Software and may, depending on the billing model agreed, use such reporting for invoicing MSSP. Within 15 days of Swimlane's request, MSSP shall submit such reports to Swimlane that include reasonable licensing and usage details as determined by Swimlane that can be used to support the invoicing of fees.

## 8. CONFIDENTIALITY.

8.1 Use and Disclosure Restrictions. Each party will not use the other party's Proprietary Information, except as necessary for the performance of this Addendum, and will not disclose such Proprietary Information to any third party, except to those of its employees and subcontractors that need to know such Proprietary Information for the performance of this Addendum, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party's Proprietary Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own confidential information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing the other party's Proprietary Information or the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; or (iv) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

## 9. PROPRIETARY RIGHTS.

9.1 Ownership of Software. The Software and all the Intellectual Property Rights therein are and will remain the sole and exclusive property of Swimlane and its licensors. MSSP will reproduce on each copy it makes of the Software, and not alter, remove or obscure, the Intellectual Property Rights notices of Swimlane and its licensors that may appear on the Software as delivered to MSSP. "Intellectual Property Rights" means patent rights, copyrights, trade secrets, trademarks, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

9.2 MSSP's Duties. MSSP will use its reasonable efforts to protect Swimlane' Intellectual Property Rights in the Software and the Managed Services and will promptly report to Swimlane any infringement or other violation of such rights of which MSSP becomes aware.

9.3 Trademark License. Subject to MSSP's compliance with the terms and conditions of this Agreement, Swimlane grants to MSSP a non-exclusive, non-transferable license, during the term of this Agreement, to use the Swimlane trademarks, trade names, service marks, and service names (collectively "Swimlane Marks") solely in connection with MSSP's marketing, promotion, and use of the Software pursuant to this Agreement. Any use of a Swimlane Mark by MSSP must correctly attribute ownership of such mark to Swimlane and must be in accordance with applicable law and Swimlane' then-current trademark usage guidelines. MSSP will not remove or obscure any Swimlane Mark on or in the Software or Managed Services as delivered to MSSP, and will not attach any additional trademarks, logos or trade designations on or to the Software or the Managed Services. MSSP acknowledges and agrees that Swimlane owns the Swimlane Marks and that any and all goodwill and other proprietary rights that are created by or that result from MSSP's use of a Swimlane Mark hereunder inure solely to the benefit of Swimlane. MSSP will at no time contest or aid in contesting the validity or ownership of any Swimlane Mark or take any action in derogation of Swimlane' rights therein, including, without limitation, applying to register any trademark, trade name or other designation that is confusingly similar to any Swimlane Mark.

10. DISCLAIMER OF WARRANTY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS," AND SWIMLANE DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS REGARDING THE SOFTWARE OR MANAGED SERVICES AND ANY

SERVICES PROVIDED BY SWIMLANE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SWIMLANE OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SWIMLANE DISCLAIMS ALL WARRANTIES OF ANY KIND, INDEMNITIES, OBLIGATIONS, AND OTHER LIABILITIES IN CONNECTION WITH ANY INTEGRATION WITH THE SOFTWARE. WITHOUT LIMITING ANY OTHER PROVISION OF THIS SECTION 11, SWIMLANE DOES NOT WARRANT THAT: (A) THE SOFTWARE WILL OPERATE IN AN ERROR-FREE AND/OR UNINTERRUPTED MANNER; AND/OR (B) THE SOFTWARE WILL ELIMINATE OR MITIGATE ANY PARTICULAR MALWARE. MSSP WILL MAKE NO WARRANTIES OR REPRESENTATIONS IN SWIMLANE'S NAME OR ON SWIMLANE'S BEHALF.

## 11. INDEMNITIES.

11.1 Indemnification. Swimlane shall defend MSSP, and MSSP's officers, directors, employees, affiliates and authorized agents, and their respective heirs, successors, and assigns (collectively, "MSSP's Indemnified Parties"), from and against any and all third party losses, damages, injuries, awards, judgments, claims, and expenses (including without limitation reasonable attorneys' fees actually incurred) arising from or alleging that the Software infringes or misappropriates any United States patent, trademark, copyright and/or trade secret of a third party.

11.2 Exceptions. Swimlane shall have no indemnification obligations to any one or more of MSSP's Indemnified Parties to the extent that the relevant Software was: (A) modified without the prior written consent of Swimlane in each instance and such claim would not have arisen except for such modification; (B) operated other than in compliance with the documentation applicable to such Software and such claim would not have arisen except for such operation outside of compliance with Documentation provided to MSSP; (C) combined with MSSP or third party technology if such claim would not have arisen except for such combination (collectively the "Indemnity Exclusions").

11.3 Remedy. Swimlane may, at its sole option and expense: (A) procure for MSSP the right to continue using such Software under the terms of this Agreement; (B) replace or modify such Software or Managed Service so that it is non-infringing and substantially equivalent in function to the Software as originally licensed hereunder to MSSP; or (C) if options (A) and (B), above, cannot be accomplished despite Swimlane's reasonable efforts, then Swimlane may terminate its obligations and MSSP's rights hereunder with respect to the Software. Any indemnification obligations of Swimlane remaining after such action shall continue to be governed by this Section 11. This Section 11 states MSSP sole and exclusive remedy with respect to indemnification.

11.4 MSSP Indemnity. MSSP shall defend Swimlane, and Swimlane's officers, directors, employees, affiliates and authorized agents, and their respective heirs, successors, and assigns (collectively, "Swimlane's Indemnified Parties"), from and against any and all third party losses, damages, injuries, awards, judgments, claims, and expenses (including without limitation reasonable attorneys' fees actually incurred) arising from or alleging or otherwise attributable to: (i) MSSP's gross negligence or intentional misconduct; (ii) any act or omission of MSSP in connection with the Software, the MSSP Services, or MSSP's activities under this Agreement, including any misrepresentations made by MSSP with respect to Swimlane, the Software, the Managed Services, the MSSP Services; (iii) any claim under the Customer Agreement, or (iv) an Indemnity Exclusion.

11.5 Conditions of Indemnification. Each indemnifying party's obligations as described in this Section 11 is conditioned upon that indemnified party (i) promptly notifying the indemnifying party in writing of the claim, provided, however, that any failure to provide such prompt notice will not relieve the indemnifying party of its indemnification obligations unless the indemnifying party is materially prejudiced by such failure; (ii) granting the indemnifying party sole control of the defense and settlement of the claim, provided, however, that no such settlement shall be entered into by the indemnifying party if it does not relieve the Indemnified Parties of all liability and obligation pertaining to the claim unless the indemnified party consents to same in writing; and (iii) providing the indemnifying party, at the expense of the indemnifying party, with all assistance, information and authority reasonably requested by Swimlane for the defense and/or settlement of the claim.

## 12. LIMITATION OF LIABILITY.

12.1 Total Liability. SWIMLANE'S TOTAL LIABILITY TO MSSP UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE

PAYMENTS ACTUALLY RECEIVED FROM MSSP UNDER THIS AGREEMENT FOR THE SOFTWARE OR THE MANAGED SERVICE, AS APPLICABLE, GIVING RISE TO THE LIABILITY IN THE 12 MONTHS PRIOR TO THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

12.2 Exclusion of Damages. EXCLUDING THE INDEMNIFICATION OBLIGATIONS IN THIS ADDENDUM, BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN THIS ADDENDUM, AND MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, NEITHER PARTY SHALL HAVE ANY OBLIGATION TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY ARISING WITH RESPECT TO THIS AGREEMENT AND/OR THE SOFTWARE FOR CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, SPECIAL DAMAGES, LOSS OF ACTUAL AND/OR POTENTIAL PROFITS, THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF DATA, AND/OR INCIDENTAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF, KNEW OF, AND/OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SAME.

12.3 Nothing in this Agreement shall limit or exclude any Party's liability for fraud or for death or personal injury resulting from negligence, or to the extent otherwise not permitted by law.