

MRE TECHNOLOGY SERVICES, LLC ("MRETS")

STANDARD TERMS AND CONDITIONS OF SALE

FOR TECHNOLOGY PRODUCTS AND SERVICES

1. Offer and Acceptance: MRETS offers to sell and deliver products and services (referred to herein as "products") in accordance with the terms and conditions set forth herein. Acceptance of this offer is expressly limited to such terms. MRETS hereby objects to and rejects any additional or different terms proposed by Buyer, including those contained in Buyer's purchase order, unless MRETS expressly agrees to such terms in writing.

2. Prices and Releases: MRETS's price in effect on the actual ship date for the quantity actually shipped shall apply.

3. Title and Delivery: If products are shipped from MRETS facilities, shipments inside the U.S. shall be delivered F.O.B. MRETS's offices in Houston, Texas. Shipments outside the U.S. shall be delivered FCA (Incoterms 2000) Buyer's designated carrier. Title and liability for loss or damage shall pass to Buyer upon MRETS's delivery to Buyer's designated carrier. Any subsequent loss or damage shall not relieve Buyer from its obligations. Buyer shall reimburse MRETS for insurance and transportation costs on international shipments and shall be responsible for all import duties, taxes and any other expenses incurred or licenses or clearances required. MRETS may deliver products in installments. Delivery dates are estimates. MRETS shall not be liable for any damage, losses or expenses incurred by Buyer if MRETS fails to meet the estimated delivery dates. If shipment of products is made directly from a distributor or manufacturer to Buyer, the shipping rules and conditions stated in their policies shall apply.

4. Payment Terms: If MRETS extends credit to Buyer, payment terms shall be net thirty (30) days after MRETS's invoice. MRETS may change or withdraw credit amounts or payment terms at any time for any reason. If the products are delivered in installments, Buyer shall pay for each installment in accordance with the above payment terms. If Buyer fails to make any payment when due, MRETS may suspend or cancel performance under any agreements in which MRETS has extended credit to Buyer. MRETS's suspension of performance may result in rescheduling delays. If, in MRETS's judgment, Buyer's financial condition does not justify the payment terms specified herein, then MRETS may terminate this contract unless Buyer immediately pays for all products that have been delivered and pays in advance for all products to be delivered. Termination in accordance with this clause shall not affect MRETS's right to pursue any other available remedies.

5. Taxes: Prices do not include applicable taxes or duties. Buyer is solely responsible for paying all applicable taxes and duties. MRETS will add sales taxes to the sales price where required by applicable law, and Buyer will pay such taxes unless Buyer provides MRETS with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its payment to MRETS, Buyer shall promptly pay such amount to the appropriate tax authority and take all reasonable steps to minimize

such withholding tax.

6. Contingencies: MRETS shall not be in breach of this contract and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond MRETS's reasonable control, including but not limited to shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or Act of God.

7. Warranties and Related Remedies:

7.1 Products not manufactured by MRETS shall carry only the warranty offered by the original manufacturer, unless specified otherwise in the offering or agreed upon by MRETS. Services shall be good and workmanlike. MRETS's warranty shall not apply to products that have been improperly installed, installed in an improper application, damaged by accident or abuse, or if Buyer alters them or fails to maintain them in accordance with the manufacturer's specifications or good practice. All labor costs and transportation costs are the responsibility and the expense of Buyer or as stated in the warranty of the original manufacturer. Buyer agrees to follow all applicable return policies of the manufacturer or the manufacturer's representative with respect to refund or repair procedures. MRETS shall not be liable for any defects that result from Buyer's design, specifications or instructions for such components.

7.2 EXCEPT AS SET FORTH ABOVE, PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." MRETS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.3 Buyer agrees that prior to using or distributing any systems that include MRETS products, Buyer will thoroughly test such systems and the functionality of such MRETS products as used in such systems. MRETS may provide technical, applications or design advice, quality characterization, reliability data or other services. Buyer agrees that providing these services shall not expand or otherwise alter MRETS's warranties, as set forth above, and no additional obligations or liabilities shall arise from MRETS providing such services.

7.4 No MRETS products are authorized for use in FDA Class III (or similar life-critical medical equipment) unless authorized officers of the parties have executed a special agreement specifically governing such use. Only those MRETS components which MRETS has specifically designated as military grade are designed and intended for use in military/aerospace applications or environments. Buyer acknowledges and agrees that any military or aerospace use of MRETS products which have not been so designated is solely at the Buyer's risk, and that Buyer is solely responsible for compliance with all legal and regulatory requirements in connection with such use.

7.5 Notwithstanding anything to the contrary, SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." MRETS DISCLAIMS ALL

WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Intellectual Property Indemnification:

8.1 **MRETS will not pay any damages, liabilities or costs and will not defend, indemnify or hold harmless Buyer against any claim, suit or proceeding brought against Buyer, insofar as such claim, suit or proceeding is based on an allegation that products supplied by MRETS to Buyer directly infringe any patent, copyright, or trade secret.**

THE FOREGOING STATES THE SOLE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING INTELLECTUAL PROPERTY INDEMNIFICATION TERMS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT, AND THAT IN THE ABSENCE OF SUCH TERMS, THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

9. Limitations and Damages Disclaimer:

9.1 General Limitations. IN NO EVENT SHALL MRETS BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT OR THE USE OF THE PRODUCTS PROVIDED HEREUNDER, REGARDLESS OF WHETHER MRETS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RE-TESTING, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST MRETS MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.

9.2 Specific Limitations. IN NO EVENT SHALL MRETS'S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, OR ANY USE OF ANY MRETS PRODUCT PROVIDED HEREUNDER, EXCEED THE TOTAL AMOUNT PAID TO MRETS FOR THE PARTICULAR UNITS SOLD OR SERVICES RENDERED UNDER THIS CONTRACT WITHIN THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM AROSE, WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR UNITS OR SERVICES SOLD TO BUYER UNDER THIS CONTRACT SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

9.3 BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

9.4 ATTORNEYS' FEE WAIVER. If there is any dispute concerning these terms and conditions or the performance of either party pursuant to these terms and conditions, and either party retains counsel for the purpose of enforcing any of these terms and conditions or asserting these terms and conditions in defense of suit filed against it, each party will be solely responsible for its own costs and attorneys' fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion, and regardless of whether applicable law provides for attorneys' fees as a recoverable cost or element of damage in such a claim or suit.

10. Cancellations and Rescheduling. No cancellation or rescheduling of orders by Buyer within fifteen (15) days of MRETS's estimated shipping date for the component will be accepted.

11. Non-waiver of Default: In the event of any default by Buyer, MRETS may decline to make further shipments. If MRETS elects to continue to make shipments, MRETS's action shall not constitute a waiver of any such default or affect MRETS's legal remedies for any such default.

12. Governing Law: This contract shall be governed by and interpreted in accordance with the laws of the State of Texas, without reference to conflict-of-laws principles. If for any reason a court of competent jurisdiction finds any provision of this contract to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of this contract will continue in full force and effect. This contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA). Buyer agrees that non-exclusive jurisdiction for any dispute arising out of or relating to this contract lies within courts located in the State of Texas and consents to venue in Harris County, Texas. Notwithstanding the foregoing, any judgment may be enforced in any United States or foreign court, and MRETS may seek injunctive relief in any United States or foreign court.

13. Export Control:

13.1 Buyer agrees that unless prior authorization is obtained from the U.S. Department of Commerce, neither Buyer nor its subsidiaries shall export, re-export, or release, directly or indirectly, any technology, software, or software source code (as defined in Part 772 of the Export Administration Regulations of the U.S. Department of Commerce ("EAR")), received from MRETS, or export, re-export, or release, directly or indirectly, any direct product of such technology, software, or software source code (as defined in Part 734 of the EAR), to any destination or country to which the export, re-export or release of the technology, software, software source code, or direct product is prohibited by the EAR. Buyer furnishes the assurances provided herein to MRETS in compliance with Part 740 (Technology and Software Under Restriction) of the EAR.

13.2 Buyer further agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code acquired from MRETS under this contract or any direct product of such technical data, software or software source code. Accordingly, Buyer shall not sell, export, re-export, transfer, divert or otherwise

dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by US or applicable non-US laws. Further, Buyer shall give notice of the need to comply with such laws and regulations to any person, firm or entity which it has reason to believe is obtaining any such product, technical data, software or software source code from Buyer with the intention of exportation. Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this contract. If government approvals cannot be obtained, MRETS may terminate, cancel or otherwise be excused from performing any obligations it may have under this contract.

13.3 Any product export classification made by MRETS shall be for MRETS's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such product or whether an export license or other documentation is required for the exportation of such product. This Section 13 shall survive termination of this contract.

14. Assignment: This contract shall not be assignable by Buyer without MRETS's prior written consent. Any unauthorized assignment shall be null and void.

15. Entire Agreement: This contract and the manufacturer's and distributor's instructions, warranties, warranty disclaimers and policies incorporated herein by reference or otherwise constitute the entire agreement between the parties relating to the sale of the products and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No prior representations or statements relating to the sale of the products made by any MRETS representative, which are not stated herein, shall be binding on MRETS. No addition to or modification of any provision of this contract shall be binding upon MRETS unless made in writing and signed by a duly authorized MRETS representative. No course of dealing or trade usage or course of performance shall be relevant to explain or supplement any term in this contract. These terms and conditions shall prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any purchase order or other writing not expressly incorporated herein, including but not limited to data sheets, application notes and purchase order acknowledgements. The section headings contained in this contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this contract. The distributor's terms and conditions for use, warranties and disclaimers, limitations of liability and remedies and other terms which are incorporated into this contract are attached hereto as Exhibits A, B and C.

## EXHIBIT A TO MRETS TERMS AND CONDITIONS (CISCO)

MRETS is bound to the following terms with respect to Cisco and Duo Security LLC access and use, and all such terms are incorporated into the Terms and Conditions as “flow downs” with Buyer as if MRETS was Cisco and Duo Security LLC and Buyer was Reseller. Amendments to these policies shall be effective on posting to the website by Cisco and Duo Security LLC.

Additional Terms and Conditions for Cisco are as follows (Controlled Doc. # EDCS-24218913 Ver: 5.0 Last Modified: Thu 01 Feb 2024 06:37:55 PST CISCO PUBLIC, General Terms.docx):

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### General Terms

#### 1. Scope and applicability

- 1.1 These terms (the “**General Terms**”) govern Your access to, and use of, Cisco Offers and incorporate any Supplemental Terms and Offer Descriptions applicable to Your Order. Capitalized terms are defined in section 14 (Definitions).
- 1.2 You agree to these terms by accessing or using a Cisco Offer, finalizing Your Order or through Your express agreement, whichever happens first. These terms apply independently of any contract You may have with a Cisco Partner.

#### 2. Use Rights

- 2.1 **License and right to use.** Cisco grants You, for Your direct benefit, a non-exclusive:
  - (a) license to use Software and Cisco Content; and
  - (b) right to use Subscription Offers, including Cloud Services,

in accordance with Your Order or as otherwise agreed in writing (collectively, the “**Use Rights**”). Your Use Rights are non-transferable (except Software as permitted under the Transfer Policies).

- 2.2 **Limits on usage.** You may not:
  - (a) transfer, sell, sublicense, monetize or provide the functionality of any Cisco Offer to any third party, except as authorized by Cisco;
  - (b) use the Software on second hand or refurbished Cisco devices or use Software licensed for a specific device on a different device unless authorized by Cisco or permitted under the Transfer Policies;
  - (c) remove, change, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks from any Cisco Offer;
  - (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Cisco Offers; or
  - (e) use Cisco Content other than as reasonably needed to exercise Your Use Rights.
- 2.3 **Acceptable use.** You will ensure Your access or use of Software or Subscription Offers does not:
  - (a) violate applicable laws or the rights of any third party; or
  - (b) impede or interfere with the security, stability, availability or performance of any Cloud Service, or any other network or service (e.g., denial-of-service attacks, penetration testing or distribution of malware).
- 2.4 **Suspension.** Cisco may suspend Your access to Software or Subscription Offers if it reasonably believes that You or an Authorized User have materially breached sections 2.2 (Limits on usage) or 2.3 (Acceptable use).
- 2.5 **Use by third parties.** If You permit Authorized Users to access Cisco Offers on Your behalf:
  - (a) You will make sure all Authorized Users follow these terms; and

- (b) You are liable for any breach of these terms by an Authorized User.
- 2.6 **Interoperability requirements.** If required by law, Cisco will promptly provide the information You request to achieve interoperability between applicable Cisco Offers and another independently created program on terms that reasonably protect Cisco's proprietary interests.
- 2.7 **Use with third party products.** Cisco does not support or guarantee integration with third party technologies or services unless they are included as part of a Cisco Offer or agreed in writing.
- 2.8 **Changes to Subscription Offers.** Cisco may change its Subscription Offers, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected Subscription Offers during the Use Term.
- 2.9 **Maintaining Subscription Offers.** Cisco may occasionally perform maintenance of its Subscription Offers which may disrupt the performance or availability of affected Subscription Offers. Cisco will provide advanced notice of planned maintenance when reasonably possible. If Cisco performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Subscription Offers.
- 2.10 **Open-source technology.** Separate license terms apply to third party open-source technology used in Cisco Offers. Open-source terms are found at [Cisco's Open Source](#) webpage. As long as You use Cisco Offers according to these General Terms, Cisco's use of open-source technology in Cisco Offers will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

### 3. Free trials

- 3.1 **Accessing Free Trials.** Your Approved Source may let You access or use Cisco Offers on a trial, evaluation, beta or other free-of-charge basis ("**Free Trial**"). You may only access or use the Free Trial for the period specified ("**Free Trial Period**") and under any additional terms specified by Your Approved Source in writing. If no Free Trial Period is specified, You may only access or use the Free Trial for 60 days after the Free Trial is available to You. Free Trials may not come with support and may be incomplete or have errors. Unless agreed in writing by Cisco, You will not use the Free Trial in a production environment.
- 3.2 **Ending Free Trials.** At the end of a Free Trial, You will promptly Return the Cisco Offers as described in the Free Trial terms. Your Approved Source may change or terminate a Free Trial at its discretion with reasonable notice.
- 3.3 Continued use and disclaimer.
  - (a) If You continue accessing a Cisco Offer after a Free Trial Period or fail to Return a Cisco Offer, You will pay any applicable fees reasonably charged by Your Approved Source.
  - (b) Unless agreed by Cisco in writing or required by law, Free Trials are provided "AS-IS" without any express or implied warranties.

### 4. End of life

- 4.1 **Notification.** Cisco may end the life of Cisco Offers by providing notice at the [End-of-Sale and End-of-Life Products](#) webpage.
- 4.2 **Pre-paid Cloud Service.** If Your Approved Source is prepaid a fee for Your use of a Cloud Service that is end of life before Your then-current Use Term ends, Cisco will either (a) provide You with a generally available alternative offer, or (b) if Cisco cannot reasonably provide an alternative offer, it will credit the unused balance of fees paid for the relevant Cloud Service to Your Approved Source or You (if Cisco is the Approved Source) once You Return the Cloud Service.
- 4.3 **Credit.** Credits issued under section 4.2 (Pre-paid Cloud Service) are calculated from the last date the applicable Cloud Service is available to the end of the applicable Use Term and may be applied only towards the future purchase of Cisco Offers.

### 5. Paying Your Approved Source

You will pay Your Approved Source all amounts due under Your Orders, including fees for additional consumption of a Subscription Offer or under a Buying Program.

## 6. Confidentiality

- 6.1 **General obligation.** A recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This section 6 (Confidentiality) will not apply to information which:
- (a) is known by the recipient without confidentiality obligations;
  - (b) is or has become public knowledge through no fault of the recipient; or
  - (c) is independently developed by, or for, the recipient.
- 6.2 **Permitted recipients.** A recipient of Confidential Information will not disclose Confidential Information to any third party, except to its employees, Affiliates and contractors who need to know. The recipient is liable for a breach of this section 6 by its permitted recipients and must ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient's obligations under these terms.
- 6.3 **Required disclosures.** The recipient may reveal Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser's reasonably requested protective actions, at the discloser's expense.
- 6.4 **Returning, destroying and retaining Confidential Information.** The recipient will return, delete or destroy all Confidential Information and confirm in writing it has done so within 30 days of the discloser's written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to this section 6 for five years, or until the Confidential Information is no longer a trade secret under applicable law.

## 7. Privacy and security

- 7.1 Cisco respects Your Data and will access and use Data in accordance with the Data Briefs.
- 7.2 In addition, if Cisco processes Personal Data or Customer Content, Cisco will process such data according to:
- (a) the Data Processing Terms for Personal Data (which are incorporated by reference);
  - (b) the security measures described in Cisco's Information Security Exhibit;
  - (c) the Privacy Data Sheets applicable to the relevant Cisco Offer; and
  - (d) privacy and data protection laws applicable to Cisco Offers.
- 7.3 You will ensure Your use of Cisco Offers (including collection, processing and use of Customer Content with Cisco Offers) complies with privacy and data protection laws applicable to Your Cisco Offers, including industry-specific requirements. You are also responsible for providing notice to, and getting consents from individuals whose data may be collected, processed, transferred and stored through Your use of Cisco Offers.

## 8. Ownership of intellectual property

- 8.1 Unless agreed in writing, nothing in these terms transfers ownership in any intellectual property rights. You keep ownership of Customer Content and Cisco keeps ownership of Cisco Offers and Cisco Content.
- 8.2 Cisco may use any feedback You provide in connection with Your use of Cisco Offers.

## 9. Intellectual property indemnity

- 9.1 **Claims.** Cisco will defend any third-party claim against You asserting that Your valid use of a Cisco Offer infringes a third party's patent, copyright or registered trademark (the "IP Claim"). Cisco will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if You:
- (a) promptly notify Cisco in writing of the IP Claim (but failure to promptly notify Cisco only



- limits Cisco's obligations to the extent it is prejudiced by the delay);
- (b) fully cooperate with Cisco in the defense of the IP Claim; and
- (c) grant Cisco the right to exclusively control the defense and settlement of the IP Claim, and any appeal.

Cisco does not have to reimburse You for attorney fees and costs incurred before Cisco receives notification of the IP Claim. You may retain Your own legal representation at Your own expense.

- 9.2 **Additional remedies.** If an IP Claim prevents or is likely to prevent You from accessing or using the applicable Cisco Offer, Cisco will either get the right for You to continue using the Cisco Offer or replace or modify the applicable Cisco Offer with non-infringing functionality that is at least equivalent. If Cisco determines those options are not reasonably available, then Cisco will provide a prorated refund for the impacted Cisco Offer.

- 9.3 **Exclusions.** Cisco has no duty regarding any IP Claim to the extent based on:







- (a) any designs, specifications or requirements provided by You, or on Your behalf;
- (b) modification of a Cisco Offer by You, or on Your behalf;
- (c) the amount or duration of use made of a Cisco Offer, revenue You earned, or services You offered;
- (d) combination, operation, or use of the Cisco Offer with non-Cisco products, software, content or business processes; or
- (e) Your failure to change or replace the Cisco Offer as required by Cisco.

- 9.4 To the extent allowed by law, this section 9 states Your only remedy regarding an IP Claim against You.

## 10. Performance standards

- 10.1 **Service Level Agreement.** Cisco Offers will comply with applicable Service Level Agreements, as set out in the corresponding Offer Description.

- 10.2 **Warranties.** Cisco provides these warranties for Cisco Offers:

Warranty	Cisco Offer		
	Hardware	Software	Subscription Offers
Cisco warrants that the Cisco Offer substantially complies with the Documentation as follows: (a) if the Cisco Offer is a Subscription Offer, starting from commencement of the service, for the duration of the services; and (b) if the Cisco Offer is Hardware or Software, for 90 days from shipment or longer as stated in Documentation, or as set out in <a href="#">Product Warranties</a> webpage.			
Cisco warrants it will use commercially reasonable efforts and methods to deliver the Cisco Offer free from Malicious Code.			
Cisco warrants that the Cisco Offer is free from defects in material and workmanship for 90 days from shipment or longer as stated in Documentation or as set out in <a href="#">Product Warranties</a> webpage.			

To make a claim for breach of these warranties, promptly notify both Cisco and Cisco Partner (if they are Your Approved Source) within any specified warranty period.

- 10.3 **Qualifications**

- (a) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section 10. This section 10 applies only to the extent permitted under applicable law.
- (b) Section 10.2 does not apply if Your breach of the General Terms contributes to the breach of warranty, or if the Cisco Offer:
  - (1) has not been used according to its Documentation;
  - (2) has been altered, except by Cisco or its authorized representative;

- (3) has been subjected to abnormal or improper environmental conditions, accident or negligence, or installation or use inconsistent with Cisco's instructions or the terms on which it is supplied by Cisco;
  - (4) is provided under a Free Trial; or
  - (5) has not been provided by an Approved Source.
- (c) Your sole remedy for breach of a warranty under section 10.2 is, at Cisco's option, either:
  - (1) repair or replacement of the applicable Cisco Offer; or
  - (2) a refund of either:
    - (A) the fees paid for Use Rights in the non-conforming Software;
    - (B) the fees paid for the period in which the Subscription Offer did not conform less any amounts paid or owed under a Service Level Agreement; or
    - (C) the fees paid for the non-conforming Hardware.
- (d) Except as provided in Section 10.2 above, and to the extent allowed by law, Cisco makes no express or implied warranties of any kind regarding the Cisco Offers. This disclaimer includes any warranty, condition or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Cisco does not warrant that Cisco Offers will be secure, uninterrupted or error-free.

## 11. Liability

- 11.1 **Excluded liability.** Neither party is liable for:
  - (a) indirect, incidental, reliance, consequential, special or exemplary damages; or
  - (b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damaged data, wasted expenditure or delay in delivery (in all cases, whether direct or indirect).
- 11.2 **Liability cap.** Each party's entire liability for all claims relating to these terms will not exceed the greater of: (a) the fees paid to Cisco for the specific Cisco Offer that is the subject of the claim in the 12 months before the first incident giving rise to such liability; or (b) \$100,000 USD. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).
- 11.3 **Unlimited liability.** Nothing in this section 11 limits or excludes liabilities that cannot be excluded or limited under applicable law, or for:
  - (a) bodily injury or death resulting directly from the other party's negligence;
  - (b) fraudulent misrepresentation or wilful misconduct;
  - (c) breach of confidentiality obligations, unless the breach relates to section 7 (Privacy and security);
  - (d) failure to pay for Cisco Offers;
  - (e) misuse or misappropriation by a party of the other party's intellectual property rights; or
  - (f) failure to comply with export control obligations.

## 12. Termination

- 12.1 **Material breach.** Either party may provide written notice to the other party if the other party materially breaches these terms or any written terms otherwise agreed under an affected Order. If the breach remains uncured after 30 days of the date of that notice, the non-breaching party may immediately terminate the affected Orders, in whole or in part.
- 12.2 **Termination for Compliance with Laws.** Cisco may terminate these terms and affected Orders immediately upon written notice if continued provision of the Cisco Offers will result in a violation of section 13.7 (Compliance with Laws).

- 12.3 **Effect of termination or expiration.** You will Return applicable Cisco Offers (except any Cisco Offer in which title has transferred to You) at the end of Your Use Term or upon termination of an Order.

### 13. General provisions

- 13.1 **Survival.** Sections 5 (Paying Your Approved Source), 6 (Confidentiality), 7 (Privacy and security), 8 (Ownership of intellectual property), 9 (IP Indemnity), 10 (Performance standards), 11 (Liability), 12 (Termination) and 13 (General provisions) survive termination of these terms.
- 13.2 **No agency.** These terms do not create any agency, partnership, joint venture, or franchise relationship.
- 13.3 **Assignment and subcontracting.**
- (a) Except as set out below, neither party may assign or novate these terms in whole or in part without the other party's written consent which will not be unreasonably withheld. Cisco may assign these terms in connection with the sale of a part of its business, or to its Affiliates if it provides prior written notice to You.
  - (b) Cisco may subcontract any performance associated with any Cisco Offer to third parties if such subcontract is consistent with these terms and does not relieve Cisco of any of its obligations under these terms.
- 13.4 **Third party beneficiaries.** These terms do not grant any right or cause of action to any third party.
- 13.5 **Use records.** You will keep reasonable records of your use of the Cisco Offers. You will let Cisco and its auditors who are under a written obligation of confidentiality access records of Your use of the Cisco Offers (including books, systems, and accounts) within 30 days' notice from Cisco. Cisco may not give this notice more than once in any 12-month period and will conduct any audit during Your normal business hours. If the verification process reveals underpayment of fees, You will pay these fees within 30 days.
- 13.6 **Changes to these terms.** The version of the General Terms applicable to Your Order is the version published at the [Cisco General Terms](#) webpage when the Order is placed. If Cisco changes these terms or any of its parts, these changes will be published at the [Cisco General Terms](#) webpage. These changes will only apply to Cisco Offers Ordered or renewed after the date of the change.
- 13.7 **Compliance with laws**
- (a) **General.** Cisco will comply with all applicable laws relating to providing Cisco Offers under these terms. You will comply with all applicable laws relating to Your receipt and use of Cisco Offers, including sector- specific requirements and obtaining required licenses or permits (if any).
  - (b) **Trade Compliance.** Cisco Offers are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export and re-export of Cisco Offers. Each party will comply with such laws and obtain all licenses or authorizations it is required to maintain. Please refer to Cisco's trade compliance policies at the [General Export Compliance](#) webpage.
- 13.8 **Governing law and venue.** These terms, and any disputes arising from them, are subject to the governing law and exclusive jurisdiction and venue listed below, based on Your primary place of business. Each party consents and submits to the exclusive jurisdiction of the courts in the listed venue. These laws apply despite conflicts of laws rules or the United Nations Convention on Contracts for the International Sale of Goods. Despite the below, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean, or a location not specified below	State of California, United States	Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California

Africa, Asia*, Europe*, Middle East, Oceania*	England	English Courts
Australia	State of New South Wales, Australia	State and Federal Courts in New South Wales
Canada	Province of Ontario, Canada	Courts of the Province of Ontario
Mainland China	People's Republic of China	Hong Kong International Arbitration Center
Italy	Italy	Court of Milan
Japan	Japan	Tokyo District Court of Japan

\* Excluding locations listed separately in this table.

If You are a US State, Local and Education (“**SLED**”) Government end user, these terms, and any disputes arising from them, are subject to the laws of the primary jurisdiction in which You are located.

If You are a US Federal Government end user, these terms, and any disputes arising from them, are subject to the laws of the United States.

#### 13.9 US Government end users

- (a) **US SLED Government.** These terms govern all access to Software, Subscription Offers and Documentation by US **SLED** Government end users. No other rights are granted by Cisco.
- (b) **US Federal Government.** The Software, Subscription Offers and Documentation are considered “commercial computer software” and “commercial computer software documentation” under FAR 12.212 and DFARS 227.7202. These terms govern all access to Software, Subscription Offers and Documentation by US Federal Government end users. No other rights are granted by Cisco, but any inconsistency in these terms with federal procurement regulations is not enforceable against the US Federal Government.

13.10 **Notice.** Unless provided in these terms, applicable Offer Description, or an Order, notices to Cisco (a) should be sent to Cisco Systems, Legal Department, 170 West Tasman Drive, San Jose, CA 95134 or by email to contract-notice@cisco.com, and (b) are considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) 3 business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by e-mail. Cisco may deliver notice to You under these terms via email or regular mail, but it may provide notices of a general nature applicable to multiple customers on cisco.com.

13.11 **Force majeure.** Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party's reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism or the stability or availability of utilities (including electricity and telecommunications). The affected party must make commercially reasonable efforts to mitigate the impact of the force majeure event.

13.12 **No waiver.** Failure by either party to enforce any right under these terms will not waive that right.

13.13 **Severability.** If any term in these terms is invalid or unenforceable, then the rest of these terms will continue with full force and effect to the extent possible.

13.14 **Entire agreement.** These terms are the complete agreement between the parties regarding the subject of these terms and replace all previous communications, understandings or agreements (whether written or oral).

13.15 **Translations.** Cisco may provide local language translations of these terms in some locations. Those translations are provided for informational purposes only. If there is any inconsistency in those translations, the English version of these terms will prevail.

13.16 **No publicity.** Neither party will issue any press release or other publications regarding Your use of Cisco Offers without the other party's advance written permission.

13.17 **Order of precedence.**

- (a) If there is any conflict between these General Terms, Supplemental Terms or any Offer Descriptions, the order of precedence (from highest to lowest) is:
  - (1) Regional terms;
  - (2) Data Processing Terms;
  - (3) Offer Descriptions;
  - (4) Supplemental Terms (other than Regional Terms);
  - (5) these General Terms; then
  - (6) any applicable Cisco policy referenced in these General Terms.
- (b) As between You and Cisco, these terms prevail over any inconsistencies with Your contract with any Cisco Partner.

#### 14. Definitions

Term	Meaning
<b>Affiliate</b>	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where “control” means to: (a) own over 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means (e.g., a contract that allows control).
<b>Approved Source</b>	Cisco, a Cisco Partner, or a fulfillment agent (e.g., public cloud marketplaces) as may be appointed by Cisco from time to time.
<b>Authorized Users</b>	Your users including Affiliates, Your third-party service providers, and each of their respective Users.
<b>Buying Program</b>	Cisco’s consumption-based programs for buying Cisco Offers such as the Cisco Enterprise Agreement.
<b>Cisco, we, our or us</b>	Cisco Systems, Inc. or its applicable Affiliates.
<b>Cisco Content</b>	Systems Information and data, materials or other content provided by Cisco directly or through Your Approved Source to You as part of Your access to Cisco Offers.
<b>Cisco Offer</b>	Cisco-branded (a) Hardware, (b) Use Rights in Software or Cloud Services, (c) technical support included in a Subscription Offer and (d) incidental technology and resources.
<b>Cisco Partner</b>	A Cisco authorized reseller, distributor, systems integrator or other third party authorized by Cisco to sell Cisco Offers.
<b>Cloud Service</b>	An on-demand service provided by Cisco accessible via the internet and provides software, platform, infrastructure and network products and services on an ‘as-a-service’ basis as described in the applicable Offer Description.
<b>Confidential Information</b>	Non-public proprietary information of the discloser obtained by the recipient in connection with these terms, which: <ol style="list-style-type: none"> <li>(a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or</li> <li>(b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.</li> </ol>
<b>Customer Content</b>	As defined in the Data Brief at the <a href="#">Customer Content - Data Brief</a> webpage.
<b>Data</b>	Personal Data, Customer Content and Systems Information.
<b>Data Briefs</b>	Documents describing each type of Data (e.g., Personal Data, Customer Content and Systems Information) that Cisco Offers collect, how it is collected, and when it is used, available at the <a href="#">Trust Portal</a> webpage.
<b>Data Processing Terms</b>	Cisco’s data processing terms in the <a href="#">Data Protection Agreement</a> , or terms agreed between You and Cisco covering the same scope.
<b>Documentation</b>	The technical specifications and use materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Offer as updated from time to time.
<b>Free Trial</b>	As defined in section 3.1 (Accessing free trials).
<b>Free Trial Period</b>	As defined in Section 3.1 (Accessing free trials).
<b>Hardware</b>	Tangible Cisco-branded hardware products as generally available on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party.
<b>Information Security Exhibit</b>	A document describing the security measures that Cisco implements to secure Personal Data and Customer Content, available at the <a href="#">Information Security Exhibit</a> webpage.
<b>Malicious Code</b>	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Cisco Offer (e.g., as part of Cisco’s security products).
<b>Offer Description</b>	A document published by Cisco as an ‘Offer Description’ that has more information or related terms specific to a Cisco Offer or Buying Program, available at the <a href="#">Product Specific Terms</a> webpage.
<b>Order</b>	The transaction through which You acquire a Cisco Offer from an Approved Source, including through buying and ordering documents, signing an agreement or statement of work, or transacting through an online ordering tool or marketplace.

<b>Personal Data</b>	Any information about, or relating to, an identifiable individual. It includes any information that can be linked to an individual or used to, directly or indirectly, identify an individual, natural person. Further information regarding Personal Data is on the <a href="#">Personal Data - Data Brief</a> webpage.
<b>Price List</b>	The price lists published at Cisco.com corresponding to the Cisco entity that sells the applicable Cisco Offer.
<b>Privacy Data Sheet</b>	The privacy data sheet applicable to a Cisco Offer available on the <a href="#">Trust Portal - Privacy Data Sheet</a> webpage.
<b>Return</b>	Stopping all use of, destroying or returning applicable Cisco Offers to Your Approved Source, as directed by Cisco or Your Approved Source.
<b>Service Level Agreement</b>	The service level agreement applicable to a Subscription Offer (if applicable) as set out in the applicable Offer Description.
<b>Software</b>	Cisco-branded computer programs, including Upgrades and firmware.
<b>Subscription Offer</b>	Cisco Offers provided on a term, or subscription, basis under Your Order.
<b>Supplemental Terms</b>	Any additional terms applicable to Your Order (including those applying to a specific region or Buying Program).
<b>Systems Information</b>	As defined in the <a href="#">Systems Information – Data Brief</a> webpage.
<b>Transfer Policies</b>	Cisco policies for movement of Use Rights as set out in the <a href="#">Cisco Software Transfer and Re-licensing Policy</a> and the <a href="#">Software License Portability Policy</a> .
<b>Upgrades</b>	All updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.
<b>Use Term</b>	The period You may exercise Use Rights in the Cisco Offer under Your Order.
<b>Use Rights</b>	As set out in section 2.1.
<b>You, Your</b>	The individual or legal entity acquiring access to Cisco Offers.

## EXHIBIT B TO MRETS TERMS AND CONDITIONS (DUO - MSPA)

MRETS is bound to the following terms with respect to Cisco and Duo Security LLC access and use, and all such terms are incorporated into the Terms and Conditions as “flow downs” with Buyer as if MRETS was Cisco and Duo Security LLC and Buyer was Reseller. Amendments to these policies shall be effective on posting to the website by Cisco and Duo Security LLC.

Additional Terms and Conditions for Duo Security, LLC are as follows (Managed Service Provider Agreement Effective as of 05/25/18):

This Managed Service Provider Agreement (“Agreement”) constitutes a contract between Duo Security LLC with offices at 123 North Ashley Street, Suite #200, Ann Arbor, MI 48104 (“Duo Security”), and you. Duo Security wishes to provide and Customers wish to have the right to access through you pursuant to the terms of this Agreement, a subscription service. By applying to become a Duo Security Managed Service Provider, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the Services or act as a Managed Service Provider of Duo Security’s Services.

### 1. DEFINITIONS

- 1.1 “Applicable Law” means the Data Protection Laws and any other applicable laws, rules and regulations.
- 1.2 “Customer” means a customer of Partner that has signed up for the Services through Partner and entered into a Customer Agreement with Partner.
- 1.3 “Customer Agreement” means an agreement for Managed Services between Partner and a Customer that includes the Duo Service Terms and Conditions and complies with Section 3.1.
- 1.4 “Customer Personal Data” means any Partner Data about Partner’s Customers that is personal data (as defined under the applicable Data Protection Laws).
- 1.5 “Data Protection Laws” means all data protection and privacy laws, rules and regulations applicable to a party and binding on that party in the performance of its obligations under this Agreement, including, where applicable, EC Directive 2002/58/EC and Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).
- 1.6 “Documentation” means guides, instructions, policies and reference materials provided to Customers by Duo Security in connection with the Services, including the documentation located at <https://duo.com/docs>, which Duo Security may amend from time to time.
- 1.7 “Duo Admin Panel” means the web portal currently accessible at <https://admin.duosecurity.com>, which allows Partner, or a Customer’s other internally appointed administrator(s) of the Services to, among other options, enroll and activate Users, issue and manage SMS passcodes and bypass codes, and manage mobile devices (as applicable to the Services utilized by each Customer).
- 1.8 “Duo Mobile Software” means all Duo Security proprietary mobile applications used in providing the Services, and any updates, fixes or patches developed from time to time.
- 1.9 “Duo Service Terms and Conditions” means the then-current terms and conditions located at <https://duo.com/legal/pass-through-terms>, governing the use of and access to the Services.
- 1.10 “Fees” means the applicable fees as set forth in Exhibit A, attached hereto.
- 1.11 “Hardware Tokens” mean hardware security tokens provided to a Customer at the Fees set forth in Exhibit A.
- 1.12 “Intellectual Property Rights” means all patents, registered designs, unregistered designs, design

rights, utility models, semiconductor topography rights, database rights, copyright and other similar statutory rights, trade mark, service mark and any know how relating to algorithms, drawings, tests, reports and procedures, models, manuals, formulae, methods, processes and the like (including applications for any of the preceding rights) or any other intellectual or industrial property rights of whatever nature in each case in any part of the world and whether or not registered or registerable, for the full period and all extensions and renewals where applicable.

1.13 “Managed Services” means the services, software, hardware, goods and support offered by Partner to its Customers (including the delivery, management, support and use of the Duo Security Services on behalf of any Customer).

1.14 “Partner Data” means any information or data about Partner (and its and their staff, customers or suppliers, as applicable), that is supplied to Duo Security by or on behalf of Partner in connection with the Services, or which Duo Security is required to access, generate, process, store or transmit pursuant to this Agreement. Partner Data shall not be deemed to include any Performance Data.

1.15 “Partner Personal Data” means any Partner Data, except for any Customer Personal Data, that is personal data (as defined under the applicable Data Protection Laws).

1.16 “Performance Data” means any and all aggregate, de-identified data relating to the access or use of the Services by or on behalf of Partner or any Customer or User, including any performance, analytics or statistical data, that Duo Security may collect from time to time.

1.17 “Services” means the Duo Security products and services that are ordered by or made available to Customers as set forth in each applicable Customer Agreement and subject to the Duo Service Terms and Conditions (including, where applicable, the Software, Hardware Tokens and services using only the Duo Mobile Software) and made available online by Duo Security, including associated offline components, as described in the Documentation.

1.18 “Software” means (i) Duo Security proprietary software (including the Duo Mobile Software), and (ii) open source software used by Duo Security in providing the Services which integrates with Customer’s network or application, including SSL or other VPN, Unix operating system, Microsoft application, or web application, as provided in the Documentation and any updates, fixes or patches developed from time to time.

1.19 “Telephony Credits” mean credits for Customer’s Users to provide authentication by telephone or SMS.

1.20 “Term” means three calendar years from the Effective Date.

1.21 “User” means any user of the Services whom a Customer (or Partner, as authorized by a Customer) may authorize to enroll to use the Services under the terms of this Agreement.

## 2. LIMITED RIGHT TO RESELL AND MANAGE THE SERVICES

2.1 Subject to and conditioned on Partner’s payment of the Fees and full compliance with all other terms and conditions of this Agreement, Duo Security grants Partner a non-exclusive, non-sublicensable, non-transferable license to resell, offer access to, use and manage a license to the Services solely to and on behalf of Partner’s Customers for such Customers’ and their associated Users’ internal business use, along with such Documentation as Duo Security may make available during the Term. Such a license may be restricted to Customers located in a specific geographical region where, if applicable, restriction is included as part of the Agreement by Exhibit or other writing. Partner shall provide any information and assistance reasonably requested by Duo Security with respect to any Customers.

2.2 Partner acknowledges and agrees that the Services are being made available to Partner pursuant to both this Agreement and the Duo Service Terms and Conditions, and any use of the Services by Partner or any Customer is subject to the use rights and restrictions in the Duo Service Terms and Conditions. When using the Services for its own purposes, Partner shall be considered a Customer under the Duo Service Terms and Conditions. Duo Security shall be responsible solely to Partner for providing the Services, including all related support, in accordance with the Duo Service Terms and Conditions.



2.3 Subject to full compliance with the terms and conditions of this Agreement, Duo Security will provide support to Partner as described in the service level agreement located at <https://duo.com/legal/sla> ("SLA"), which is subject to change from time to time in Duo Security's sole discretion. For purposes of this Agreement, any reference to "Customer" in the SLA shall instead be a reference to Partner. Notwithstanding anything in the SLA to the contrary, "Service Credit" (as defined in the SLA) shall mean a credit equal to the number of days of Service earned by Partner in an affected month, based on the number of Users enrolled (as shown on Duo Security's systems) on the last day of the month during which the Service Credit was earned, to be applied to the subsequent Invoice Period.

2.4 This is a non-exclusive relationship, and the parties acknowledge and agree that Duo Security is free to enter into the same or similar relationships on the same or different terms with other third parties, and to market, promote, license and sell products and services, including the Services, to any other third parties in its sole discretion.

### 3. PARTNER RESPONSIBILITIES

3.1 Partner shall not make the Services available to any Customer except pursuant to a Customer Agreement. A Customer Agreement must, at a minimum: (a) include the Duo Service Terms and Conditions; (b) completely disclaim Duo Security's liability for all matters arising out of or related to this Agreement and the Customer Agreement, to the fullest extent permissible by law, and require Customer, and any third parties using the Services through Customer, to seek redress solely against Partner for any matters covered thereunder; and (c) include a third party beneficiary clause giving Duo Security the benefit of and right to enforce the Customer Agreement against Customer, with respect to the Services.

3.2 Partner shall make no representations or warranties concerning the Services other than the limited warranties included in the Duo Service Terms and Conditions. Partner shall be solely responsible for providing, at its own cost, sales, sales support, technical support, training, account management, billing and collection services, solicitation of orders and distribution of marketing materials to its Customers and prospects. Partner shall not in any way misrepresent, or in any way cause to be ambiguous: (i) Partner's relationship with Duo Security; (ii) Partner's duties as specified in this Agreement; (iii) the features of the Services or Software (including any technical specifications and expected benefits of use); or, (iv) the origin of the Services or Software. Partner shall not represent itself as Duo Security or as the manufacturer, exclusive agent, or exclusive vendor of the Services or Software.

3.3 Partner is solely responsible for the delivery and results of all Managed Services, including all of its agreements, commitments, acts, omissions, obligations, warranties, representations or misrepresentations in connection therewith, and agrees to: (i) defend Duo Security against all claims and lawsuits in any form brought by Customers or any other third party against Duo Security arising out of, or in connection with, the Managed Services; and (ii) to indemnify and hold harmless Duo Security against all resulting liabilities, losses, damages, costs and expenses (including attorney and expert witness fees) incurred by Duo Security.

3.4 Partner shall not provide any infringing, offensive, fraudulent or illegal content in connection with the Services, and Partner represents and warrants that any content it provides will not violate any Intellectual Property Rights of any third party. Duo Security reserves the right, in its sole discretion, to delete or disable any content submitted by Partner, or any Customer, that may be infringing, offensive, fraudulent or illegal. To view Duo Security's complete copyright dispute policy and learn how to report potentially infringing content, please visit: <https://www.cisco.com/c/en/us/about/legal/terms-conditions.html>.

3.5 Partner acknowledges that the Services will require Users to share with Duo Security certain information which may include personal information regarding Users (such as usernames, Duo Admin Panel passwords, email address and/or phone number) solely for the purposes of providing and improving the Services. Partner is fully responsible for ensuring that each Customer (or Partner itself) has obtained the consent of each User associated with such Customer, in accordance with Applicable Law, to the use of his/her information by Duo Security, which use is described in Duo Security's Services Privacy Notice, located at <https://duo.com/legal/privacy-notice-services>. Partner will also be fully responsible for

Customers' and Users' compliance with the Duo Service Terms and Conditions. Any breach of this Agreement or such other terms by Customer or a User shall be deemed to be a breach of this Agreement by Partner. As between Partner and Duo Security, Partner is solely responsible for determining whether the Services are sufficient for each Customer's purposes.

3.6 Subject to and conditioned on Partner's payment of the Fees and full compliance with all other terms and conditions of the Agreement, Duo Security grants Partner a non-exclusive, non-sublicensable, non-transferable, limited and fully revocable license to use Duo Security's name and logo solely during the Term and solely in connection with marketing and licensing of the Services to existing and potential Customers, provided any public announcements by Customer using Duo Security's name and/or logo are expressly approved in writing by Duo Security, in advance. Partner shall comply with any Duo Security branding, name and/or logo usage guidelines located at <https://brandfolder.com/duo>.

#### 4. RESTRICTIONS

Partner will not, and will not permit any Customer, Users nor any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services, Software, Hardware Tokens or any data related to the Services (except to the extent such prohibition is contrary to applicable law that cannot be excluded by the agreement of the parties); modify, translate, or create derivative works based on the Services or Software; share, rent, lease, loan, resell, sublicense, distribute, use or otherwise transfer the Services or Software for timesharing or service bureau purposes or for any purpose not explicitly permitted by this Agreement; remove, replace, modify or obscure any Duo Security or third party trademarks, trade names, copyright notices or other proprietary marks or notices within the Services or Documentation; or use the Services or Software other than in accordance with this Agreement and the Duo Service Terms and Conditions, and in compliance with Applicable Law.

#### 5. PAYMENT OF FEES

Partner will pay Duo Security the Fees set forth in Exhibit A (Fee Schedule) monthly in arrears, and based upon the number of Users enrolled, as shown on Duo Security's systems, on the last day of each calendar month, with payment due within thirty days of invoice, plus all applicable sales, use and other purchase related taxes ("Invoice Period"). Partner shall be responsible for all taxes related to the Services and this Agreement, exclusive of taxes on Duo Security's income. All fees and expenses shall be in U.S. dollars. Unpaid and due Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees, except to the extent applicable law requires a different interest or finance charge calculation for unpaid and due Fees and expenses. In the case of any withholding requirements, Partner will pay any required withholding itself and will not reduce the amount paid to Duo Security on account thereof. Duo Security will not charge Users any fees for their use of the Services or Duo Mobile Software without Partner's authorization and the Duo Mobile Software can be downloaded by Users free of charge. Users' carriers or service providers may charge fees for data usage, messaging, phone calls or other services that are required for them to use the Services. Any amounts not covered by Exhibit A shall be payable within thirty (30) days of receipt of invoice from Duo Security.

#### 6. RECORDS MAINTENANCE, INSPECTION AND AUDIT

6.1 Partner must maintain true and accurate financial and accounting records related to this Agreement through the Term and for four (4) years thereafter ("Audit Period"). If an audit, litigation, or other action involving such records is initiated before the end of the Audit Period, Partner must retain the records until all issues are resolved.

6.2 Partner shall promptly provide to Duo Security, upon written request, a signed certification (i) verifying that Partner is in compliance with the terms of this Agreement; and (ii) listing all Customers to which the Services are, or were, being provided, along with all related User counts.

6.3 Duo Security may, at its expense, audit Partner's compliance with this Agreement. Any such audit will be conducted during Partner's business hours and will not unreasonably interfere with Partner's business

activities. Partner shall provide Duo Security with all reasonable assistance and information required to enable it to determine whether Partner is in compliance with this Agreement. If the audit reveals that Partner has underpaid amounts due under this Agreement, Partner shall pay such amounts within thirty (30) days after receiving notice, plus interest at the rate set forth in Section 5. If the audit reveals that Partner has underpaid amounts totaling five percent (5%) or more of the amounts due in any year, Partner shall reimburse Duo Security for all reasonable costs, fees, and expenses associated with such audit within thirty (30) days after receiving notice.

## 7. CONFIDENTIALITY

7.1 The term "Confidential Information" means any information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") in any form (written, oral, etc.) that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, including, without limitation: trade secrets; technology and technical information (intellectual property, inventions, know-how ideas and methods); business, financial and customer information; pricing, forecasts, strategies and product development plans; and/or the terms of this Agreement. Each party understands that the Disclosing Party has or may disclose Confidential Information in connection with this Agreement, but that Receiving Party shall receive no rights in, or licenses to, such Confidential Information.

7.2 The Receiving Party agrees: (i) not to disclose Confidential Information to any third person other than those of its employees, contractors, advisors, investors and potential acquirers ("Representatives") with a need to have access thereto and who have entered into non-disclosure and non-use agreements applicable to the Disclosing Party's Confidential Information, and (ii) to use such Confidential Information solely as reasonably required in connection with the Services and/or this Agreement. Each party agrees to be responsible for any breach of this Agreement caused by any of its Representatives. The Receiving Party further agrees to take the same security precautions to protect against unauthorized disclosure or unauthorized use of such Confidential Information of the Disclosing Party that the party takes with its own confidential or proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. Each party acknowledges that the use of such precautions is not a guarantee against unauthorized disclosure or use. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document: (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Confidential Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Confidential Information as required in response to a request under applicable open records laws or pursuant to any judicial or governmental order, provided that, to the extent permitted by law, the Receiving Party gives the Disclosing Party reasonable prior notice to contest such disclosure. For the avoidance of doubt, Partner acknowledges that Duo Security utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting and telephony service providers) and such third parties, along with any other third party service providers that Partner or Customer may choose to integrate with the Services, will have access to Partner's and Customers' Confidential Information, including Partner Data, in accordance with this Agreement. The parties agree that Performance Data is not Confidential Information and will not be subject to any confidentiality restrictions or obligations.

7.3 Each party agrees that, upon the written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party, or provide written certification of the destruction of, all Confidential Information of the Disclosing Party, including all Confidential Information contained in internal documents, without retaining any copy, extract or summary of any part thereof. Notwithstanding the foregoing, a Receiving Party may retain copies of Confidential Information solely to the extent necessary for purposes of such party's ordinary course internal document retention and backup requirements and procedures, provided that such Confidential Information shall remain subject to the

terms and conditions of this Agreement for so long as it is retained.

7.4 Partner acknowledges that Duo Security does not wish to receive any Confidential Information from Partner that is not necessary for Duo Security to perform its obligations under this Agreement and, unless the parties specifically agree otherwise, Duo Security may reasonably presume that any unrelated information received from Partner is not confidential or Confidential Information, unless such information is marked as "Confidential."

## 8. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP

Except as expressly set forth herein, Duo Security alone (and its licensors, where applicable) will retain all Intellectual Property Rights relating to the Services or the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Partner, Customers, a User or any third party relating to the Services and/or the Software, which are hereby assigned to Duo Security. Partner will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. As between the parties, Duo Security owns all Performance Data. This Agreement is not a sale and does not convey to Partner, or any Customer, any rights of ownership in or related to the Services or Software, or any Intellectual Property Rights.

## 9. DATA PROTECTION

9.1 In this Section 9, the terms "personal data," "data processor," "data subprocessor," "data subject," "process and processing" and "data controller" shall be as defined in the applicable Data Protection Laws.

9.2 For the purposes of the Data Protection Laws, Partner agrees that Duo Security is a data processor (or subprocessor, as applicable) and not the data controller of any personal data related to Partner's or any Customer's use of the Services. Solely if and to the extent Duo Security is processing personal data, as defined in the General Data Protection Regulation, that is contained in Partner Data or Customer Data on Partner's or any Customer's behalf, then the terms of the data processing agreement available at <https://duo.com/legal/gdpr-data-protection-addendum> shall apply to such processing and are incorporated into this Agreement.

9.3 Partner may enable integrations between the Services and certain third party services used by its Customers (each, an "Integration"). By enabling an Integration between the Services and any Customer's third party services, Partner is hereby instructing Duo Security, on behalf of its Customer and in accordance with such Customer's instructions to Partner, to share any Customer Personal Data necessary to facilitate the Integration. Partner and its Customers are responsible for providing any and all instructions to such third party service providers about the use and protection of Customer Personal Data. Duo Security and any such third party service providers are not subprocessors of each other.

9.4 As the data controller, or processor as applicable, of Partner Personal Data and Customer Personal Data, Partner represents and warrants to Duo Security that its provision of personal data to Duo Security and instructions for processing such personal data in connection with the Services shall comply with all Data Protection Laws.

9.5 Partner may, upon at least thirty (30) days prior notice, and no more than once per 12 month period, appoint an independent third party auditor to physically inspect and audit, at Partner's sole cost and expense, any facilities owned or controlled by Duo Security in which Partner or Customer Personal Data is processed or stored, provided that such inspection: (i) shall occur on a mutually agreed upon date during Duo Security's regular business hours; (ii) does not interfere with any of Duo Security's business operations; and, (iii) does not, in Duo Security's reasonable discretion, create any risk to the confidentiality, integrity, or availability of any data stored or processed by Duo Security. Prior to any audit, Partner, and any appointed auditor, must enter into a nondisclosure and confidentiality agreement as may be required by Duo Security.

## 10. INDEMNIFICATION

Duo Security shall indemnify and hold Partner harmless from liability to third parties resulting from infringement by the Services of any patent or any copyright or misappropriation of any trade secret,

provided Duo Security is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Duo Security will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to portions or components of the Services (i) not created by Duo Security, (ii) resulting in whole or in part from Customer and/or Partner specifications, (iii) that are modified after delivery by Duo Security without Duo Security's prior written consent, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer and/or Partner continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of Services is not strictly in accordance with the Customer Agreement and all related Documentation. If Duo Security receives information about an actual or alleged infringement or misappropriation claim that would be subject to indemnification rights set forth in this Section 10, Duo Security shall have the option, at its expense, to: (a) modify the Software to be non-infringing; or (b) obtain for each applicable Customer a license to continue using the Software. If Duo Security determines it is not commercially reasonable to perform either of the above options, then Duo Security may at its option elect to terminate the applicable Customer Agreements for the Services and, as a sole and exclusive remedy, refund the unearned portion of any pre-paid subscription Fees, prorated on a monthly basis. THIS SECTION STATES PARTNER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT, MISAPPROPRIATION AND/OR CLAIMS ALLEGING INFRINGEMENT OR MISAPPROPRIATION. In addition to Partner's other indemnification obligations herein, Partner will indemnify Duo Security from all damages, costs, settlements, attorneys' fees and expenses related to any claim related to Partner's breach of Section 3 "Partner Responsibilities," Section 4 "Restrictions," Section 8 "Intellectual Property Rights: Ownership" or Section 9 "Data Protection."

## 11. TERM; TERMINATION

11.1 Subject to earlier termination as expressly provided for in this Agreement, the initial Term of this Agreement shall be for the Term specified in Section 1.20. This Agreement shall automatically renew after the initial Term and any renewal Term for a renewal Term equal to the expiring Term.

11.2 In the event of any material breach of this Agreement by either party (other than Partner's payment obligations), the non-breaching party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. If Partner fails to pay any Fees or other agreed upon amounts, Duo Security may terminate this Agreement prior to the end of the Term by giving five (5) business days prior written notice to Partner; provided, however, that this Agreement will not terminate if Partner has paid all Fees and other agreed upon amounts prior to the expiration of such five business-day period.

11.3 Either party may terminate this Agreement for its own convenience, at any time, upon sixty (60) days prior written notice to the other party; provided, however, that upon Customer's written request, Duo Security will provide the Services in accordance with this Agreement, and all provisions of this Agreement shall survive, for six (6) months from the date of any such notice of termination for convenience (except in the event of a termination under Section 11.2). Notwithstanding the foregoing, Duo Security shall not be required to provide the Services beyond the sixty (60) day termination for convenience notice period in the event of a merger, acquisition or sale of all or substantially all of Duo Security's assets.

11.4 Either party may terminate this Agreement, without notice, (i) upon the institution or if a petition is filed, notice is given, a resolution is passed or an order is made, in each case by or against the other party under any applicable laws relating to insolvency, administration, liquidation, receivership, bankruptcy or any other winding up proceedings, (ii) upon the other party's making an assignment for the benefit of creditors or making a voluntary arrangement with its creditors, (iii) upon the other party's dissolution or ceasing, or threatening to cease to do business or (iv) if any event occurs, or proceeding is instituted, with respect to the other party that has the equivalent or similar effect to any of the events mentioned in this Section 11.4(i) through (iii).

11.5 Immediately when this Agreement expires or terminates for any reason, all licenses provided to

Partner under this Agreement shall terminate, Partner shall cease signing up new Customers to use the Services or renewing any Customer Agreements with existing Customers, and Duo Security will cease providing the Services to Partner and its Customers. In the event of termination by either party under Section 11, the last invoice shall be based on the highest number of Users enrolled, as shown on Duo Security's systems, on any day during the final Invoice Period, prorated in the event that termination does not occur on the last day of a month. In the event that Duo Security terminates this Agreement under Section 11.2, Partner shall provide Duo Security with the contact information for each Customer and reasonably assist Duo Security in transitioning any Customers desiring to continue using the Services to Duo Security. The Sections of this Agreement which by their nature should survive termination or expiration of this Agreement, including but not limited to Sections 2 through 15, will survive termination or expiration of this Agreement.

## 12. DISCLAIMER OF WARRANTIES

THE SERVICES AND DUO SECURITY CONFIDENTIAL INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. DUO SECURITY HEREBY DISCLAIMS FOR ITSELF AND ITS SUPPLIERS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NON-INFRINGEMENT.

## 13. LIMITATION OF LIABILITY

13.1 NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

13.2 SUBJECT TO SECTION 13.1, IN NO EVENT WILL DUO SECURITY OR ITS SUPPLIERS BE LIABLE TO PARTNER (OR ANY PERSON CLAIMING UNDER OR THROUGH PARTNER) FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, (I) LOSS OF REVENUE OR ANTICIPATED PROFITS (WHETHER DIRECT OR INDIRECT) OR (II) LOST BUSINESS OR (III) LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF DUO SECURITY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

13.3 SUBJECT TO SECTION 13.1, THE TOTAL LIABILITY OF DUO SECURITY OR ITS SUPPLIERS, WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID TO DUO SECURITY HEREUNDER IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT SUCH CLAIM IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 14. GOVERNMENT MATTERS

14.1 Export. Notwithstanding anything else, Partner may not use, or provide to any Customer or person, or export or re-export or allow the export or re-export of, the Services or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Each party represents that it is not named on any U.S. government denied-party list. Partner shall not access or use, nor permit any Customer or User to access or use, the Services in a U.S. embargoed country.

14.2 Anti-Corruption. Partner agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any Customer or Duo Security employee or agent in

connection with this Agreement. If Partner learns of any violation of the above restriction, Partner will promptly notify Duo Security.

**14.3 Commercial Software.** The Services (including the Software) are “commercial items” as that term is defined at FAR 2.101. If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. This Section 14.3 is in lieu of, and supersedes, any other FAR, DFARS, DEAR or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement. Capitalized terms used in this Section are defined in the applicable FAR or DFARS.

## 15. MISCELLANEOUS

**15.1 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**15.2 Assignment.** This Agreement is not assignable, transferable or sublicensable by Partner except with Duo Security’s prior written consent, which shall not be unreasonably withheld. Duo Security may transfer and assign any of its rights and obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

**15.3 Entire Agreement; Amendment.** Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers, amendments and modifications must be in a writing signed by the party against whom the waiver, amendment or modification is to be enforced; however, there will be no force or effect given to any different or additional terms contained in any purchase order, vendor form or partner form issued by Partner or any Customer, even if signed by Duo Security after the date hereof. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Partner does not have any authority of any kind to bind Duo Security in any respect whatsoever.

**15.4 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. Duo Security may provide notice using the information provided on the first page of this Agreement and Partner may provide notice using the contact information provided on <https://www.duo.com>.

**15.5 Force Majeure.** Any delay or failure in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay or failure is due to a labor dispute, fire, earthquake, flood or any other event beyond the reasonable control of a party, provided that such party promptly notifies the other party thereof and uses reasonable efforts to resume performance as soon as possible.

**15.6 Governing Law; Arbitration.** This Agreement will be governed by the laws of the State of Michigan, U.S.A. without regard to its conflict of laws provisions. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Washtenaw County, Michigan, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. (“JAMS”) then in effect, by one commercial arbitrator with substantial experience in

resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.

**15.7 Venue; Prevailing Party.** The federal and state courts serving Washtenaw County, Michigan, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. Notwithstanding the foregoing, each party shall have the right to commence and prosecute any action for injunctive relief before any court of competent jurisdiction. In any arbitration, action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

**15.8 Publicity and Marketing.** Partner agrees to participate in press announcements, case studies, trade shows, or other marketing reasonably requested by Duo Security. During the Term and for thirty (30) days thereafter, Partner grants Duo Security the right, free of charge, to use Partner's name and/or logo, worldwide, to identify Partner as such on Duo Security's website or other marketing or advertising materials.

#### **Exhibit A – Fee Schedule**

The Fees payable per User to Duo Security shall be equal to the pricing available at <https://duo.com/editions-and-pricing>, which is subject to change from time to time at Duo Security's sole discretion, less (i) 10% if Partner has 999 or fewer managed Users, and (ii) 20% if Partner has 1000+ managed Users. This discount shall not apply to Hardware Tokens or Telephony Credits. Duo Security will provide Customer with at least ninety (90) days prior written notice (including via <https://duo.com/editions-and-pricing>) of any changes to its pricing, prior to such changes taking effect under this Agreement. The price for Hardware Tokens is available at <https://duo.com/editions-and-pricing>, and the price for Telephony Credits is available at <https://duo.com/docs/telephony-credits>. Partner may only provide Hardware Tokens or Telephony Credits to Customers at the pricing set forth on Duo Security's websites set forth in this Exhibit A.



## EXHIBIT C TO MRETS TERMS AND CONDITIONS (DUO – Offer Description)

MRETS is bound to the following terms with respect to Cisco and Duo Security LLC access and use, and all such terms are incorporated into the Terms and Conditions as “flow downs” with Buyer as if MRETS was Cisco and Duo Security LLC and Buyer was Reseller. Amendments to these policies shall be effective on posting to the website by Cisco and Duo Security LLC.

Additional Terms and Conditions for Cisco and Duo Security, LLC are as follows (Offer Description – Product Duo - Controlled Doc. # EDCS-18476631 Ver: 8.0 Last Modified: Mon Feb 05 01:00:00 PDT 2024 CISCO PUBLIC INFORMATION, Duo.docx):

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the “Agreement”). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

### 1. Summary

Multi-factor authentication from Cisco’s Duo (the “Product”) is a cloud-based solution that protects your applications by using a second source of validation, such as a phone or token, to verify user identity before granting access. Please consult the [Duo Documentation](#) for further information on technical specifications, configuration requirements, features, and functionalities. Cisco may revise the Documentation from time to time.

### 2. Support and Other Services

Your purchase of the Product includes [Duo Support](#).

### 3. Performance Standards

Service Level Agreement. This Product is subject to the Service Level Agreement available at <https://duo.com/legal/sla>.

### 4. Data Protection

Privacy Data Sheet. The [Duo Privacy Data Sheet](#) describes the Personal Data that Cisco collects and processes as part of delivering the Product.

### 5. Special Terms

- 5.1 Telephony. Your Order will indicate an initial allotment of telephony credits, if applicable. You may purchase additional telephony credits separately via the billing section of the Duo administrator panel or by contacting a sales representative. U.S. and international rates for telephony can be found at [https://www.duo.com/docs/telephony\\_credits](https://www.duo.com/docs/telephony_credits).
- 5.2 Hardware Tokens. If You have purchased Hardware Tokens as part of the Product, Cisco warrants only to You that Hardware Tokens will be free of hidden defects in material and workmanship lasting for 6 months from the time of sale. This Hardware Token warranty is limited to replacement of defective Hardware Tokens and is Your only remedy for defective Hardware Tokens. Title in the Hardware Tokens transfers to You upon shipment from Cisco’s applicable fulfillment facility in the United States.

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Please confirm your acceptance and acknowledgment of these terms and the Additional Terms and Conditions for Cisco and Duo Security LLC by providing the following information that has been requested by and will be provided to Cisco and Duo Security LLC

**Required Information from individual in your organization reviewing and accepting these terms:**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_