Flow-Through Terms for eSentire Users

With regard to any use of eSentire services provisioned or resold by Coversant Group, the following terms are binding and applicable to your purchase. In addition, certain supplemental terms may also apply with regard to esENDPOINT terms, as reflected on Conversant's third party terms page or available from your sales professional.

1. General Provisions

Definitions:

"**Client Data**" means Confidential Information (as defined below) of the Client including, but not limited to, (i) data, records, files or Confidential Information of Client including e-mail sent or received by personnel of Client and (ii) all reports generated for or by Client as a result of the provision or use of the Services, except to the extent such reports contain eSentire Intellectual Property.

"**Confidential Information**" means any and all information disclosed by either party ("**Disclosing Party**") to the other ("**Receiving Party**") that is not deemed public information and that is marked "confidential" or "proprietary", or similar designation or which the recipient knows or has reason to know is regarded by the Disclosing Party as such, including oral information. "Confidential Information" does not include any information that the Receiving Party can demonstrate: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the Receiving Party; (c) has been rightfully received from a third party without restriction or disclosure and without breach by such third party of a non-disclosure obligation; (d) is independently developed by the Receiving Party; (e) has been approved for release by the Disclosing Party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the Receiving Party required to disclose the information provides prompt advance notice to enable the other Disclosing Party to seek a protective order or otherwise prevent such disclosure.

"**Intellectual Property**" means (a) any rights provided under (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law or (v) any other statutory provision or common law principle applicable to this Agreement, including trade dress and trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence .of a right in any of the foregoing.

"**Personal Information**" means information that can be used on its own or with other information to identify, contact, or locate a particular individual, including, but not limited to, place of birth, personal address, mother's maiden name, sexual orientation, social insurance or social security numbers, credit history and score, financial records, password and login information, biometric records, medical records, health insurance number, employment information, driver's license number, email address, telephone number and cell phone number, as applicable.

Section 2 :

(a) Usage Restrictions. Client will not (and will not allow any third party to): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, or underlying structure, ideas, or algorithms of the software provided or used by **[Partner]** in delivering the Services ("**Software**") or the other Services; (ii) copy or duplicate the Software or modify, translate, or create derivative works based on the Software; (iii) rent, lease, distribute, sublicense, resell, pledge, assign, or otherwise transfer, provide access to or encumber rights to Software or the other Services; (iv) use the Services for service bureau purposes or otherwise for the benefit of a third party. Client will use the Services solely in compliance with all Requirements of Laws.

(b) Ownership of Client Data. **[Partner]** expressly acknowledges and agrees that as between Client and **[Partner]**, Client is the owner of and has exclusive rights, title and interest in and to Client Data. eSentire will have the right to access and use such Client Data solely (i) as necessary to provide the Services, and (ii) for trend analysis that may assist eSentire in the provision of its services in it business generally; provided that no such trend analysis will result in the disclosure of any Personal Information (as hereinafter defined) about Client or its employees or customers.

ADVANCED SOLUTION RESELLER AGREEMENT

(c) Freedom to Use Ideas. The ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed during the course of this Agreement by eSentire and/or eSentire personnel may be used by eSentire without limitation, including by or for its clients or customers, notwithstanding anything to the contrary contained in this **[Agreement] [or an Addendum]**.

(d) Retention of Rights. Except for the rights expressly granted under this Section [●], eSentire retains all right, title, and interest in and to all Software, hardware and the other Services and other Intellectual Property created, used, or provided by eSentire to Client pursuant to this **[Agreement]**. eSentire will also own all right, title, and interest in and to all modifications or derivatives of, and improvements to Software, hardware and other Services. Client acknowledges that nothing contained herein will constitute an assignment or transfer of any such eSentire's Intellectual Property to Client.

Section 3:
Client represents, warrants and covenants to Partner as follows:

> (i) in accessing and using the Services and in otherwise conducting its obligations under this **[Agreement]**, Client will comply with all applicable laws in performing its obligations under this **[Agreement]** including all applicable privacy laws and all applicable export and encryption laws and regulations;
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> (ii) Client has all rights necessary to provide eSentire with access to Client Data and Systems for use in accordance with the terms of this Agreement, eSentire's use of any Client Data in accordance with the terms of this **[Agreement]** will not violate the rights of any third party;
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> (iii) if receiving esLOG Services, Client will abide by the end-user license terms available at: https://www.sumologic.com/terms-conditions/service-license-agreement/ (the "End User License Agreement").
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> (iv) if receiving certain Services, Client will abide by the terms of the applicable standard Carbon Black End User License Agreements available at https://www.carbonblack.com/license-agreements/ ;
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> (v) if receiving esENDPOINT Services, the Client will abide by the esENDPOINT Product Publishers terms and conditions outlined in Schedules B, C and D;

Section 3:

(a) To provide the Services, certain hardware and embedded proprietary software of eSentire ("**eSentire Equipment**") may be installed at Client's premises. All such hardware and software will, at all times, be considered to be personal property of eSentire and its licensors and not a part of Client's premises. Client will take all reasonable action to protect the eSentire Equipment from theft, damage or destruction as if such hardware and software were owned by Client.

(b) Client will not place or allow any lien or other encumbrance to be placed on such hardware and software. Client will not remove the hardware and software from its premises without the prior written consent of eSentire, not to be unreasonably withheld. Client authorizes eSentire to file any and all appropriate documentation without Client's signature to acknowledge eSentire's ownership of such hardware and software.

Section 4:

Confidentiality

> (a) The Receiving Party:

(i) will not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever except as expressly permitted hereunder or unless and until expressly authorized to do so by the Disclosing Party;

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(ii)   will use and reproduce the Confidential Information of the Disclosing Party only to the extent necessary to fulfill the Receiving Party's obligations or exercise its rights under this Agreement;

(iii)   will promptly comply with requests made by the Disclosing Party to delete Confidential Information, including personal information under the CCPA or as otherwise defined under relevant privacy legislation;

(iv)   will disclose the Confidential Information of the Disclosing Party only to its representatives and professional advisors, and those of its Affiliates, who have a need to know such Confidential Information for the purposes of fulfilling the Receiving Party's obligations or exercising its rights under this Agreement, and who have assumed obligations of confidentiality equal to or greater than the obligations of the Receiving Party under this Section 10 with respect to the Confidential Information. In all cases, the Receiving Party will be responsible for any loss, theft, unauthorized access of Confidential Information or breach of law by its representatives, professional advisors, Affiliates, employees and subcontractors; and

(v)   will use reasonable efforts to treat, and to cause all its representatives and those of its Affiliates to treat, all Confidential Information of the Disclosing Party as strictly confidential, provided that in no event will such efforts be less than the degree of care that the Receiving Party exercises in protecting its own valuable confidential information.

(b)   The Receiving Party will be entitled to disclose Confidential Information if such disclosure is required by a court, administrative body, or regulatory body (including a stock exchange) of competent jurisdiction, whether as a result of any application made by the Receiving Party, a request made by an individual Data Subject under the GDPR or Consumer under the CCPA, or an investigation initiated by the regulatory body, or otherwise, provided that the Receiving Party will:

(i)   give prompt written notice of any such requirement for disclosure to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or response;

(ii)   take such steps as are reasonably necessary and available to maintain the confidentiality of the Confidential Information by such court, administrative or regulatory body; and

(iii)   in any event, make such disclosure only to the extent so legally required.

Each Party agrees that it will not use or disclose to third parties any Confidential Information of the other Party unless required by law or expressly consented to