

NETSKOPE SUBSCRIPTION SERVICES AGREEMENT

THIS NETSKOPE SUBSCRIPTION SERVICES AGREEMENT ("**Agreement**") GOVERNS THE USE OF NETSKOPE CLOUD SERVICES, AND ANY RELATED AND SUPPORT SERVICES DESCRIBED HEREIN TO BE PROVIDED BY NETSKOPE, INC. ("**Netskope**"). BY SUBMITTING AN ORDER FOR, OR OTHERWISE ACCESSING OR USING THE SERVICES, THE ENTITY USING THE SERVICES ("**Customer**") CONSENTS TO BE BOUND BY THIS AGREEMENT, INCLUDING ALL TERMS INCORPORATED BY REFERENCE. NETSKOPE PERMITS CUSTOMER TO ACCESS AND USE THE SERVICES ONLY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. Customer may obtain subscriptions to access Services by means of purchase orders placed with Netskope or Netskope's authorized third party resellers ("**Resellers**"). This Agreement constitutes the entire agreement between the Netskope and Customer (together, the "**Parties**" and each individually a "**Party**") with respect to the subject matter herein, and supersedes all prior discussions and agreements, whether written or oral, with respect to such subject matter. In the event of any conflict or inconsistency between the provisions in this Agreement and any Order, the terms of this Agreement shall prevail. If Customer and Netskope have signed a separate written agreement for provision of Services, then the signed agreement shall control with respect to the Services provided under such agreement.

1. **Definitions.** Capitalized terms used in this Agreement are defined in this section or in the section of this Agreement where they are first used.

1.1 "**Affiliate**" means any present or future entity controlling, controlled by, or under common control with, a Party.

1.2 "**Aggregated Data**" means data related to use of the Services that (i) does not identify Customer, Authorized Parties, Affiliates, Users or any entity or individual, and (ii) is combined with the data of other customers, users or additional data sources.

1.3 "**Customer Data**" means the data submitted by or on behalf of Customer or its Affiliates to the Services and the output of the Services that incorporates such data or is otherwise specific to Customer.

1.4 "**Documentation**" means Netskope's published documentation and/or (online or offline) user guide for the Services, as Netskope may update from time to time in connection with subsequent Service updates and releases.

1.5 "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs designed to provide unauthorized access to or impede use of the Services or systems connected to the Services.

1.6 "**Order**" means a purchase order or other ordering document pursuant to which Customer places an order for the Services, directly or through a Reseller, which is submitted to and accepted by Netskope. Each Order shall include the Services ordered, quantity of Subscription Units or capacity licensed (e.g., the number of Users, Resources, etc.), Professional Services (if any), pricing, bill to, sold to, and the Subscription Period.

1.7 "**Professional Services**" means training and professional services provided by Netskope to Customer for implementation of the Services, as provided in the applicable Order and Statement of Work as applicable.

1.8 "**Reseller**" means a third party reseller authorized by Netskope to sell Subscriptions from which Customer may purchase same.

1.9 "**Resources**" means billable resources (akin to host based pricing) for compute instances (e.g., Elastic Compute, Virtual Machine, Compute Engine), storage buckets (e.g., S3 Bucket, Storage Blob Containers, Cloud Storage Bucket) and databases (e.g., Relational Database Service, Redshift Database Services, DynamoDB, SQL Database, SQL Data Warehouse, CosmosDB, Cloud SQL instances, BigQuery datasets, Big Table).

1.10 "**Services**" means the online, Web-based applications provided by Netskope that are set forth in Order, and, if applicable, use of Software provided by Netskope to access the Services.

1.11 "**Service Level Agreement**" or "**SLA**" means the terms set forth in Netskope's standard support and service level terms available at <https://www.netskope.com/support-terms> which describe support and service levels relating to the Services.

1.12 "**Software**" means the client software, tools or other software, in object code form, that Netskope may provide for use on computers or personal devices in connection with the Services.

1.13 "**Statement of Work**" means a statement of work, work order or similar document that specifies certain Professional Services to be provided by Netskope and related requirements. Each Statement of Work shall incorporate this Agreement by reference.

1.14 "**Subscription**" means access by Customer to the Services for the limited period purchased by Customer from Netskope pursuant to each Order.

1.15 **"Subscription Period"** means the initial period of time in which each Subscription remains in effect as provided in the applicable Order, and all renewals thereof purchased by Customer, as provided in this Agreement.

1.16 **"Subscription Units"** means the number of Users, Resources or other license metric purchased by Customer for a Service, and is the mechanism used to determine the fees for a Service under an Order and this Agreement.

1.17 **"Users"** means the individuals using Customer's network (which may include Customer's and its Affiliate's employees, contractors and other third parties authorized by Customer) whose use of the network is covered by or accesses the Services. For clarity, an individual is a single "User" regardless of the number of devices through which such individual accesses the Customer's network or Services.

2. **Services.**

2.1 **Provision of Services; Access Rights.** Services are purchased as Subscriptions for a maximum number of Subscription Units. Netskope will make the Services available to Customer during the Subscription Period for the Subscription Units purchased pursuant to Orders. Subject to the terms of this Agreement, Netskope grants Customer a non-exclusive, non-transferable (except as otherwise stated in this Agreement) right during the Subscription Period to access and use the Services for the number of Subscription Units set forth in the applicable Order, solely for Customer's own purposes and in accordance with the Documentation. Licensed use includes use by Customer's Affiliates, service providers and other third parties authorized by Customer (collectively, **"Authorized Parties"**) provided that Customer shall remain responsible for all use by Authorized Parties under Customer's account.

2.2 **Increases in Number of Users.** For Services based on number of Users, Customer may increase the number of licensed Users at any time during a Subscription Period by submission of an Order. Fees charged by Netskope for Users added during a Subscription Period will be consistent with the per User fees charged for the Subscription and will be pro-rated in order to be coterminous with the original Subscription Period. If requested by Netskope during the Subscription Period, Customer and Netskope shall cooperate in good faith to determine if individuals covered by or accessing Services exceed the number of licensed Users purchased. Customer shall provide information reasonably requested by Netskope for such purposes and written confirmation of the number of such individuals if requested by Netskope. If Customer receives notice or is otherwise aware that the number of individuals covered by or accessing Services exceeds the number of licensed Users purchased by Customer, Customer shall within 30 days either purchase additional Subscription Units sufficient for all such individuals, or terminate Services coverage for the unlicensed individuals.

2.3 **True Up for Resources.** For Services based on number of Resources, use will be subject to quarterly true-up as described below. Number of Resources stated on the Order are the base quantities during the Subscription Period purchased in advance. Additional fees will be charged for Resources used in excess of the base quantities, and Customer agrees to pay additional fees for usage in excess of the base Resource quantities above on a quarterly true-up basis. Fees charged by Netskope for additional Resources added will be consistent with the per Resource fees charged for the Subscription. The number of Resources in use during the quarter will be measured on the date 3 months after the Subscription Period start date, and every 3 months thereafter, to determine quarterly true-up fees to be invoiced. Quarterly true-up fees will be invoiced after each quarterly measurement. Quarterly true-up fees are assessed based upon the average number of Resources in use during the applicable quarter. Resources added will have a 12 month Subscription Period unless a different period is quoted by Netskope. Customer may at any time request a quote for additional Resources to be purchased in advance.

2.4 **Software License.** If Netskope provides Software for a Subscription, then Netskope grants Customer a nonexclusive, nontransferable (except as otherwise stated in this Agreement) license to install and use the Software only in object code form on compatible devices identified in the Documentation, solely for licensed use of the Services during the Subscription Period and in accordance with the applicable Order. Customer's use includes use by Users and Authorized Parties as necessary for provision of the Services, provided that Customer remains responsible for Users' and Authorized Parties' use of the Software in accordance with this Agreement. Except as expressly licensed above, Netskope retains all ownership of and rights in the Software. The Software may not be decompiled, disassembled, decoded, reverse engineered, or modified (except to the limited extent that applicable law prohibits such restrictions), nor may it be disclosed, distributed or made available to third parties other than Authorized Parties accessing the Services.

2.5 **Support; Netskope Responsibilities.** During the Subscription Period, Netskope will provide basic support for the Services to Customer as described in the SLA. If Customer purchases upgraded support as indicated in the Order, then Netskope will provide the upgraded support services in accordance with the applicable SLA. Netskope will provide the Services in accordance with applicable laws and government regulations. Netskope may, without liability, temporarily suspend the Services to some or all of the Users (a) as necessary to prevent an attempted security breach or cyber-attack, (b) in order to protect Netskope's or its customers' systems; or (c) if required by a governmental entity or law enforcement agency. Customer shall receive prompt notification of such suspension, to the extent and in the manner, that Netskope provides a notification to its other affected customers.

2.6 **Professional Services.** Netskope will provide the Professional Services that are specified in an Order, subject to Customer's payment of fees for such services and, if applicable, execution of a Statement of Work.

2.7 **Customer Responsibilities.** Customer shall (i) be responsible for its Authorized Parties' and Users' compliance with this Agreement, (ii) be solely responsible for the legality of Customer Data provided to the Services and of the means by which it acquired such Customer Data, (iii) use reasonable measures to prevent unauthorized access to or use of the Services through Customer's account, and notify Netskope promptly upon Customer becoming aware of any such unauthorized access or use, and (iv) use the Services only in accordance with the Documentation and applicable laws and government regulations.

3. **Fees and Payment.**

3.1 **Fees Generally.** Customer shall pay all fees specified in Orders hereunder. Except as otherwise specified herein or in an Order, all fees are quoted and payable in United States dollars. Fees are nonrefundable by Netskope except as expressly stated in the "Refund or Payment upon Termination" section below.

3.2 **Subscription Fees.** Netskope will invoice Subscription fees in advance of each Subscription Period, beginning on the Subscription start date and continuing upon each renewal of the Subscription Period. Subscriptions purchased may be subject to data maintenance or other capacity limitations described in Netskope's policies for the Service in effect at the time of purchase.

3.3 **Professional Services Fees.** Professional Services fees will be invoiced as such services are provided, on a monthly basis or as otherwise provided in the applicable Statement of Work.

3.4 **Payment Terms.** Amounts invoiced by Netskope will be due and payable within thirty (30) days from receipt of an undisputed invoice.

3.5 **Taxes.** Netskope's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Netskope has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Netskope with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Customer is not responsible for taxes assessable against Netskope based on Netskope's income, property and employees.

3.6 **Expenses.** Netskope will not be entitled to be reimbursed for travel, living or other expenses incurred in the performance of this Agreement unless provided in the Order or a Statement of Work, or otherwise pre-approved by Customer in writing. For reimbursed expenses, Netskope will provide Customer with copies of receipts and other customary documentation.

3.7 **Purchases through Resellers.** The Services may be purchased through Resellers, and Orders include orders placed by Resellers on behalf of Customer. This Agreement applies to Services purchased through Resellers, except the fees charged by the Reseller and terms relating to invoicing, currency, payment and taxes shall be as agreed between Customer and the Reseller. All other obligations of Netskope regarding Services ordered from Resellers are only as expressly set forth in this Agreement; Resellers are not authorized to bind or obligate Netskope to any different or additional terms or commitments. With respect to obligations between Netskope and Customer, in the event of a conflict between the terms of this Agreement and the terms of the agreement between Customer and the Reseller, the terms of this Agreement shall control.

4. **Proprietary Rights; Customer Data.**

4.1 **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Netskope reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights, express or implied, are granted to Customer other than as expressly set forth herein.

4.2 **Restrictions.** Customer shall not (i) sell, rent, lease or make the Services available to or for the benefit of any third party other than Authorized Parties and Users or otherwise permit any third party other than an Authorized Party to access the Services unless otherwise expressly permitted in this Agreement or in an Order; (ii) knowingly use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, material in violation of third-party privacy rights or any Malicious Code, (iii) seek to interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (iv) create derivative works based on the Services; (v) seek to gain unauthorized access to restricted aspects of the Services or related systems or networks, reverse engineer or otherwise seek to discover any underlying algorithms or nonpublic aspects of the Services or Software; (vi) publicly disseminate Services performance information or analysis (including without limitation benchmarks) except with Netskope's prior written consent; or (vii) access the Services in order to (a) build a competitive product or service, (b) copy any features, functions or graphics of the Services, or (c) attempt to gain unauthorized access to the Services.

4.3 **Ownership of Customer Data; Data Retention.** As between Netskope and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data maintained by the Services may be accessed and transferred by Customer. Such Customer Data will be retained by Netskope for rolling 90 day periods prior to deletion. Netskope may make extended data retention periods available for selected Services at an additional fee.

4.4 **Use of Data.** Netskope may freely use Aggregated Data generated in connection with use of the Services for purposes of (a) maintaining, improving and/or analyzing the Services, including analytics and reporting, (b) complying with legal or contractual requirements, (c) making information regarding threats, vulnerabilities, malicious attacks, unwanted content and other networking issues available to its licensors and partners; and (d) developing, distributing and publishing measures and reports based on Aggregated Data. In addition, Netskope may retain and use for research and mitigation purposes files or objects that are associated with malicious attacks, viruses, malware, or similar security threats, provided that Netskope removes any identifiers of Customer or individuals from the file. The foregoing shall not limit Netskope's confidentiality obligations pursuant to the "Confidentiality" section below.

5. **Confidentiality.**

5.1 **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer shall include Customer Data; Confidential Information of Netskope shall include the Services as well as audits, reports and performance information relating to the Services; Confidential Information of each Party shall include the terms and conditions separately executed by the Parties, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information (other than Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

5.2 **Confidentiality Period.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

5.3 **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Additionally, the Receiving Party shall provide prompt notification to the Disclosing Party of any unauthorized access to or disclosure of Confidential Information.

5.4 **Protection of Customer Data.** Without limiting the above, Netskope shall use commercially reasonable efforts to maintain appropriate administrative, physical, and technical safeguards designed for the protection of the privacy, security, confidentiality and integrity of Customer Data as set forth in Netskope's then current data security and privacy practices description, which will be made available to Customer upon request. Not more than once per year during the Subscription Period, Netskope will provide Customer with a copy of Netskope's most recent SOC2 or similar third party annual audit report upon Customer's request. Further, Netskope shall not (i) disclose Customer Data except as compelled by law in accordance with the "Compelled Disclosure" section below or as expressly permitted in writing by Customer, or (ii) access or use Customer Data except to prevent or address service or technical problems, or at Customer's request in connection with customer support matters. Netskope shall notify Customer promptly and without undue delay if Netskope becomes aware of an unauthorized acquisition or use of Customer Data in connection with the Services.

5.5 **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall, to the extent permitted, provide the Disclosing Party with prior notice of such compelled disclosure and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

5.6 **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

5.7 **Return or Destruction of Materials.** Upon termination of this Agreement or Order, each Receiving Party will deliver to the Disclosing Party or destroy and certify destruction all Confidential Information of the Disclosing Party.

6. **Warranties and Disclaimers.**

6.1 **Netskope Warranties.** Netskope warrants that (i) the Services shall perform materially in accordance with the Documentation, (ii) the functionality and security of the Services will not be materially decreased during the Subscription Period, and (iii) Netskope will employ then-current industry standard measures to test the Services to detect and remediate Malicious Code intended to negatively impact the operation or performance of the Services. As Customer's exclusive remedy for a breach of the warranties set forth in this section, Netskope shall use commercially reasonable efforts to correct the non-conforming Services, and in the event Netskope fails to successfully correct the Services within a reasonable time after receipt of written notice from Customer identifying the non-conformity, then Customer shall be entitled to terminate the non-conforming Services and receive a pro-rated refund of any prepaid fees received by Netskope for the remainder of the Subscription Period in accordance with the "Termination for Cause" and "Refund or Payment upon Termination" sections below.

6.2 **Mutual Warranties.** Each Party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) its performance of this Agreement will not conflict with any obligations it has to third parties.

6.3 **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, NETSKOPE AND ITS SUPPLIERS HEREBY DISCLAIM ALL (AND HAVE NOT AUTHORIZED ANYONE TO MAKE ANY) WARRANTIES RELATING TO THE SERVICES, PROFESSIONAL SERVICES, ANY SOFTWARE PROVIDED OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NETSKOPE MAKES NO WARRANTY REGARDING ANY THIRD PARTY SERVICE WITH WHICH THE SERVICE MAY INTEROPERATE.

7. **Mutual Indemnification.**

7.1 **Indemnification by Netskope.** Netskope shall defend Customer against any claim, demand, suit, or proceeding ("**Claim**") made or brought against Customer by a third party alleging that the Services as provided hereunder infringe or misappropriate the intellectual property rights of a third party or violates applicable law, and shall indemnify Customer for any damages finally awarded against, or agreed to by Netskope in settlement of, any such Claim. In the event the Services are held to be infringing, Netskope shall use reasonable efforts to obtain the right for Customer to continue use of the infringing Services, substitute the Services with other services that have similar operating capabilities and/or performance, or modify the Services so that they are no longer infringing or subject to a third party claim. In the event that Netskope determines that none of the above options are commercially practicable, Netskope or Customer may terminate this Agreement and Netskope shall provide a refund of the fees paid for the Services prorated for the remainder of any prepaid Subscription Period after termination.

7.2 **Indemnification by Customer.** Customer shall defend Netskope against any Claim made or brought against Netskope by a third party arising from Customer's provision or collection of Customer Data in violation of applicable law or regulation, and shall indemnify Netskope for any damages finally awarded against, or agreed to by Customer in settlement of, any such Claim.

7.3 **Indemnification Procedures.** As a condition to either Party's ("**Indemnifying Party**") obligation to indemnify the other Party ("**Indemnified Party**") under this Agreement, the Indemnified Party will: (a) provide the Indemnifying Party with prompt written notice of any Claim that would give rise to liability of the Indemnifying Party under this Agreement, provided that failure to give timely notice will not relieve the Indemnifying Party of its obligations to the extent that such failure does not materially prejudice the Indemnifying Party's ability to defend or settle such Claim without liability; (b) tender sole control of the defense and settlement of such Claim to the Indemnifying Party, provided that the Indemnifying Party will not settle any such Claim in a manner that does not fully discharge the Claim or imposes obligations on the Indemnified Party, without the written consent of the Indemnified Party; (c) provide the Indemnifying Party, at the Indemnifying Party's expense, with such assistance with respect to the Claim as the Indemnifying Party may reasonably request; and (d) not disclose the terms of any settlement with respect to the Claim unless required to do so by judicial or other government order, and will not publicize, or permit any third party to publicize, any such settlement without the Indemnifying Party's prior written consent. Further, the Indemnified Party may participate in the defense or settlement of a Claim with its own counsel at its expense.

7.4 **Exclusive Remedy.** This "Mutual Indemnification" section states the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy against, the other Party for any type of Claim described in this section.

8. **Limitation of Liability.**

8.1 **Limitation of Liability.** EXCEPT FOR DAMAGES ARISING FROM BREACHES OF CONFIDENTIALITY AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS, OR CUSTOMER'S LIABILITY FOR BREACH OF USE RESTRICTIONS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID OR PAYABLE TO NETSKOPE UNDER THIS AGREEMENT IN THE PRIOR TWELVE MONTH PERIOD.

8.2 **Exclusion of Consequential and Related Damages.** EXCEPT FOR DAMAGES ARISING FROM BREACHES OF CONFIDENTIALITY OR CUSTOMER'S LIABILITY FOR BREACH OF USE RESTRICTIONS, NEITHER CUSTOMER, NETSKOPE, NOR NETSKOPE'S SUPPLIERS, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR ERROR OR
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INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, (B) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, (C) FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9. Term and Termination.

9.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all Subscription Periods pursuant to this Agreement have expired or been terminated as set forth below.

9.2 Term of Subscriptions. Each Subscription Period begins on the start date specified in the applicable Order and continues for the duration of the Subscription Period specified therein. If no start date is specified in the Order, then the Subscription Period begins on the date following the Order when Netskope notifies Customer that the Services are available and provides account information and codes required to access the Services. Prior to the end of the then current Subscription Period, Netskope will provide a reminder and quotation for a renewal Subscription Period. If Netskope does not receive an Order for a renewal prior to expiration of the then current Subscription Period, Customer's Subscription will terminate and Netskope may cease providing the expired Services without further notice. In order to avoid a suspension or interruption of Services, Netskope requests Customer provide written confirmation of its intent to renew at least 30 days prior to expiration of the Subscription Period.

9.3 Termination for Cause. Either Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.4 Termination for Convenience. Customer may terminate this Agreement at any time for convenience upon 90 days prior written notice to Netskope, provided that in the event of any such termination for convenience, Netskope shall not be obligated to refund to Customer any prepaid Subscription fees.

9.5 Refund or Payment upon Termination. Upon any expiration or termination, Customer shall pay any and all accrued but unpaid fees within 30 days of such expiration or termination. Upon any termination other than termination by Netskope under "Termination for Cause" above, or termination by Customer under "Termination for Convenience" above, Netskope shall refund Customer prepaid fees received by Netskope for the remainder of the Subscription Period after the effective date of termination. Further, if Customer terminates for convenience any multi-year Subscription with committed payments stated on the Order or otherwise agreed in writing, Customer shall pay the Subscription fees for the remaining committed Subscription Period in accordance with the Order within 30 days of such termination.

9.6 Deletion of Customer Data. For a period of ninety 90 days after the effective date of termination, Netskope will make available to Customer for download the Customer Data maintained in the Services in their native format. At the end of such period, or earlier if requested by Customer, Netskope shall, unless legally prohibited, delete all Customer Data retained by the Services and certify destruction of the same in writing.

9.7 Surviving Provisions. The sections titled "Fees and Payment," "Proprietary Rights; Customer Data," "Confidentiality," "Warranties and Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Deletion of Customer Data," "Surviving Provisions" and "General Provisions" shall survive any termination or expiration of this Agreement.

10. Insurance. Netskope shall maintain insurance for the term of this Agreement for claims which arise out of the performance of this Agreement, inclusive of the following coverages: (a) Workers Compensation insurance with coverages not less than the statutory requirements in the applicable state or jurisdiction where services will be performed; (b) Errors & Omissions/Professional Liability insurance with a limit not less than US\$5,000,000; (c) Commercial General Liability insurance with a limit not less than US\$1,000,000; (d) Commercial Automobile Liability insurance covering non-owned and hired vehicles with a limit not less than US\$1,000,000; and (e) Cyber Liability insurance coverage with a limit of not less than US\$5,000,000. Netskope may satisfy basic coverage limits through any combination of basic coverage and umbrella liability insurance. Insurance companies providing coverage under this Agreement must be rated by A.M. Best with at least an A- rating and a financial size category of at least Class VII. Upon request, Netskope will provide a certificates evidencing Netskope's insurance coverage as required above on an Acord or similar industry standard form.

11. General Provisions.

11.1 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

11.2 No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

11.3 **Notices.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after placement with a recognized international overnight courier for next business day delivery with confirmation of receipt. Notices to Netskope shall be delivered to Attn: Legal at Netskope's principal office. Service-related notices to Customer provided in connection with support will be sent by email addressed to the relevant support contacts designated by Customer. Communications with Netskope for purchases, renewals and increases to licensed Subscription Units shall be addressed to Netskope's designated business contact for this Agreement.

11.4 **Government End User.** If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the Services constitute software and documentation and are provided as "Commercial Items" as defined in 48 C.F.R. 2.101 and are being licensed to U.S. government user as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101, 12.211 and 12.212. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of the Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This U.S. Government End User Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

11.5 **Waiver.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

11.6 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.7 **Assignment.** Neither Party may assign any of its rights or obligations hereunder, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign or transfer this Agreement in its entirety (including all Orders), without consent of the other Party, to its Affiliate or to an acquirer in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

11.8 **Governing Law and Venue.** This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the Uniform Computer Information Transactions Act or United Nations Convention on Contracts for the International Sale of Goods. The state and federal courts located in the Northern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts.

11.9 **Force Majeure.** Neither party shall be liable for any breach, or delay in performance, of its obligations under this Agreement (other than payment obligations) if the breach or delay is caused by fire, flood, earthquake, act of God, war, riot, civil disorder, strikes or labor disputes, telecommunications outages or disruptions, shortages in supplies or capacity or any other event beyond the reasonable control of the affected party.

11.10 **Modification.** No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. No terms or conditions stated in any order confirmation, purchase order or in any other order documentation shall apply.