

## VOLUME SUBSCRIPTION ADDENDUM

The terms set forth in this Volume Subscription Addendum (this "**Addendum**") apply to Volume Subscriptions (defined below) for the Absolute Products (as defined in the Secure Endpoint Products Addendum) purchased by Customer under an Order Form. Capitalized terms used but not defined in this Addendum have the meanings given to them in the Master Subscription Agreement or other agreement (the "**Agreement**") between Customer and Absolute governing Volume Subscriptions.

**1. Volume Subscriptions.** Absolute may offer Customer Subscriptions to the Absolute Products under Absolute's volume subscription program, including an "Enterprise Subscription" or a "Site Subscription" or other similar volume Subscription with a single annual Subscription Term (a "**Volume Subscription**"). If Customer wishes to purchase a Volume Subscription, then Absolute may require Customer to enter into a separate order confirmation document (an "**Order Confirmation**") with Absolute that is supplementary to the Order Form setting out certain details of the Volume Subscription and additional payment or other terms, if any. Unless otherwise expressly stated in the Order Confirmation, the following terms will apply to a Volume Subscription:

- (a) The purchase of a Volume Subscription will cancel any and all pre-existing Subscriptions for Absolute Products covered under the Volume Subscription.
- (b) For annual billing, each annual payment is a legal commitment and obligation, notwithstanding anything to the contrary in the Agreement.
- (c) To increase the maximum Subscription quantity under a Volume Subscription, Customer must contact its Absolute sales representative to enter into a subsequent Order Form and Order Confirmation.
- (d) If Customer has purchased a Site Subscription, the following terms will apply: if Customer enrolls Devices in excess of the total number of Subscriptions at any point during the Subscription Term, Absolute reserves the right to review the Site Subscription terms and charge additional fees for the excess Customer Devices activated.
- (e) If Customer has purchased an Enterprise Subscription, the following terms will apply: on a quarterly basis, commencing on the first quarterly anniversary of the start of the Subscription Term, Absolute will review Customer's account in order to reconcile (a) the number of enrolled Devices, and (b) the total Subscription quantity for the Enterprise Subscription. If upon such review Absolute determines that the number of enrolled Devices exceeds the total Subscription quantity for the Enterprise Subscription by more than 5%, Customer will be charged a pro-rated amount for the total of all such excess usage at the applicable annual price for the remainder of the current year of the Subscription Term, regardless of when the Devices were enrolled, and for any subsequent years of the Subscription Term, Customer's Subscription quantity and annual billing will be modified accordingly.
- (f) Customer will promptly notify Absolute in the event that Customer undergoes any changes that has led or could lead to a material increase in its use of the Hosted Service (including as a result of any merger, acquisition, or similar event affecting Customer).
- (g) In the event during the Subscription Term Customer purchases additional Subscriptions to the Absolute Services under a Volume Subscription and/or any lower-tier product editions, whether attached to hardware purchases or otherwise, Absolute will hold those funds paid to Absolute on credit to be automatically applied to true-ups, renewals and/or expansions of the Subscriptions. Absolute will have no obligation to refund any such amounts to Customer. Any such amounts will not be and will not be deemed for any reason to be, held by Absolute in trust or escrow. Absolute will not be deemed for any reason to be a trustee or escrow agent with respect to such amounts, and Absolute will have no obligations of a trustee or escrow agent at law or in equity.

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