

SECURE ACCESS PRODUCTS ADDENDUM

The terms set forth in this Secure Access Products Addendum (this “**Addendum**”) apply to Customer’s access to and use of Absolute’s Secure Access and Insights for Network Products (the “**Secure Access Products**”), which may include Software and access to the Hosted Service. The terms of this Addendum apply to Customer’s use of the Secure Access Products, whether Customer’s use is (i) a Subscription for a certain time period utilizing Customer’s own server(s) (“**On-Prem Subscription**”); (ii) a Subscription for a certain time period utilizing the Hosted Service (“**Hosted Subscription**”); or (iii) a long-term Subscription (“**Perpetual Subscription**”).

For greater certainty, each of the Secure Access Products constitutes a Product for the purposes of the Agreement.

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 Absolute’s provision of the Secure Access Products to Customer.

1. Product Usage.

- a. Grant of On-Prem Subscription. Subject to Customer’s ongoing compliance with the terms of the Agreement (including timely payment of all applicable fees, including fees associated with any service or support set forth on an applicable Order Form), if the applicable Order Form indicates that Customer is purchasing an On-Prem Subscription, Absolute grants to Customer a limited, non-transferable, non-exclusive, revocable right and license, during the applicable Subscription Term, to install and use the server component and the client component of the Software as an integrated product solely for Customer’s internal business purposes.
- b. Grant of Hosted Subscription. Subject to Customer’s ongoing compliance with the terms of the Agreement (including timely payment of all applicable fees, including fees associated with any service or support set forth on an applicable Order Form):
 - i. If the applicable Order Form indicates that Customer is purchasing a Hosted Subscription, Absolute: (A) grants to Customer a limited, non-transferable, non-exclusive, revocable right and license, during the applicable Subscription Term, to install and use the client component of the Software solely for Customer’s internal business purposes in connection with its use of the Hosted Service; and (B) will provide the Hosted Service to Customer during the applicable Subscription Term to allow its Authorized Users to access and use the Hosted Service solely for Customer’s internal business purposes in connection with its use of the Software.
 - ii. Absolute will provide the Hosted Service to Customer in accordance with the applicable Service Level Agreement available at [Secure Access Cloud SLA](#) or [Secure Access Government Cloud SLA](#).
 - iii. Without limiting any of Customer’s other obligations in this Addendum or the Agreement, Customer acknowledges that at no time shall Customer be entitled to download, distribute, copy, modify, install or otherwise redistribute the server component of the Software.
 - iv. Customer acknowledges that during each calendar month during the Subscription Term, Customer may use a maximum of 10 GiB of egress data multiplied by the total number of Devices for which Customer has Hosted Subscriptions under the Order Form. For example, if Customer has a Hosted Subscription for 100 Devices, Customer may use a maximum of 1000 GiB of egress data during each calendar month during the Subscription Term. For greater certainty, the foregoing usage limit is not cumulative and will not carry-over to subsequent months if Customer uses less than the usage limit in a particular month. In the event that Customer exceeds the foregoing usage limit, Absolute reserves the right to charge Customer applicable fees for such excessive usage at Absolute’s then-prevailing rate per GiB of egress data.
- c. Grant of Perpetual Subscription. Subject to Customer’s ongoing compliance with the terms of this Agreement (including timely payment of all applicable fees, including fees associated with any service or support set forth on an applicable Order Form), if the applicable Order Form indicates that Customer is purchasing a Perpetual Subscription, Absolute grants to Customer a perpetual, fully paid-up, non-transferable, non-exclusive, limited license to install and use the server component and the client component of the Software as an integrated product for Customer’s internal business purposes.
- d. Grant of Source Code License for Insights for Network App for Splunk. The Insights for Network App for Splunk includes certain proprietary source code files that are confidential and licensed for internal business use only. If the applicable Order Form indicates that Customer is purchasing the Insights for Network App for Splunk, Customer may modify the source code files. However, after any such modification, the source code files will not be supported by Absolute or be covered by any warranty under the Agreement. The source code licensed to Customer under this section is a limited, non-transferable, revocable license to install and use the modified source code files for the duration of the Software licensed to Customer to use Insights for Network App for Splunk. The source code license granted in this section does not grant Customer any ownership or perpetual rights in the modified source code files and Customer shall not sell, lease, share or transfer the source code files to any other party.

- e. **Installation and Use of Server Component.** If Customer has a valid On-Prem Subscription or Perpetual Subscription, Customer may install and use one copy of the server component of the Software on each server Customer has a Subscription for under the applicable Order Form. Customer agrees that, if Customer is purchasing a Hosted Subscription under the applicable Order Form, at no time shall Customer be entitled to download, distribute, copy, modify, install or otherwise redistribute the server component of the Software.
 - f. **Installation and Use of Client Component.** Customer may only install the client component of the Software on the number of Devices up to the total number of Subscriptions under the applicable Order Form.
 - g. **Telemetry Edition.** If the applicable Order Form indicates that Customer is purchasing the Telemetry edition of the Products, Customer's use of the Software is limited to: (a) the Insights For Network reporting functionality; and (b) only those Secure Access features necessary to authenticate clients and split tunnel all of their application traffic. Notwithstanding the fact that Customer may have access to additional functionality or features of the Software, any use of such additional functionality or features is strictly prohibited, including but not limited to use of Absolute's VPN for tunneling application traffic to Secure Access gateway servers other than tunneling Secure Access client telemetry data. In the event that Customer uses any such additional functionality or features of the Software, Absolute reserves the right to charge Customer applicable fees for such use, at Absolute's then-prevailing rates, and/or suspend or terminate Customer's access to and use of the Software and, if applicable, the Hosted Service.
2. **Audit.** Customer agrees to: (i) provide Absolute written certification of the number of copies of the Software installed or used on request, and (ii) allow Absolute to audit Customer's premises and systems for compliance with this Addendum during regular business hours. Absolute will pay for the cost of the audit unless the audit shows a discrepancy in the number of copies of the Software used over the licenses Customer has acquired, in which event, Customer shall pay for the cost of the audit.
3. **Support.** Absolute will provide Customer with the level of maintenance and support identified in the applicable Order Form. The Support Services Policy setting out the support service levels for the Secure Access Products is located at <https://www.absolute.com/customers/services/support-services-guide/>.
4. **Third Party Software.** Any Third-Party Product included in the Secure Access Products so requiring, is licensed to Customer under the terms of that Third-Party Product license and, to the extent noted on the Third Party Licenses Schedule, such licensor shall be an express third party beneficiary of the terms of the Agreement. The terms of any such Third-Party Product license apply only to the specific software code or product of the named third-party licensor and do not extend to any other portion of the Secure Access Products licensed by Absolute or other third-party intellectual property, including trademarks. Applicable Third-Party Product licenses are available at <https://www.absolute.com/company/legal/third-party-software/> (the "Third Party Licenses Schedule").
5. **Use of and Access to Information Collected.** The Secure Access Products collect network, performance, and usage information from Devices within Customer's mobile deployment, as further detailed in the Data Processing Addendum available at <https://www.absolute.com/company/legal/agreements/absolute/data-processing-addendum>. Customer understands and acknowledges that: (a) the Secure Access Products are capable of permitting Customer to use collected information to determine when and where a Device has been used, and may also be used to display maps that show traces, coverage, connections, network performance and other collected information plotted for one or more Devices during a specified time-period; (b) the information collected may be individually identifiable and may correspond to the actual date and time of data generation, enabling Customer and its Authorized Users to review and analyze the collected information; (c) PDF files, KML location files, and image files containing information collected and map information can be configured, exported and saved by an Authorized User, and these features are provided by the Software to allow Customer to analyze, document and archive the information collected, but these files contain no inherent encryption and may contain personal information (as defined in applicable privacy and data protection laws); and (d) Customer agrees to take reasonable precautions to properly secure any such personal information in accordance with Customer's privacy and information security policies and all applicable laws.