

## MISSING DEVICE RECLAMATION SERVICES ADDENDUM

The terms set forth in this Missing Device Reclamation Services Addendum (this “**Addendum**”) govern Absolute’s standard offering for missing device reclamation services for the Absolute Products, as revised from time to time (“**Missing Device Reclamation Services**”), if the Missing Device Reclamation Services are included in the edition of the Absolute Products purchased by Customer under an Order Form or are otherwise purchased by Customer under an Order Form. Capitalized terms used but not defined in this Addendum have the meanings given to them in the Absolute Products Addendum available at <https://www.absolute.com/company/legal/agreements/absolute/visibility-control-and-resilience-product-addenda> or if not defined in the Absolute Products Addendum, then the Master Subscription Agreement or other agreement between Customer and Absolute governing Absolute’s provision of the Absolute Products to Customer (the “**Agreement**”). The Missing Device Reclamation Services constitute Services for the purposes of the Agreement.

### 1. Definitions.

“**Missing Device(s)**” means the Device(s) listed by Customer in the Missing Device Report.

“**Missing Device Reclamation Period**” means, with respect to a Missing Device, the thirty (30) day period commencing on the date of the first Outreach for such Missing Device.

“**Missing Device Reclamation Territory**” means the United States of America and Canada only.

“**Missing Device Report**” means the missing device report accessible in Customer’s account in the Hosted Service.

“**Named Contact**” means a named individual from whom Customer is seeking return of a Missing Device.

“**Named Contact Information**” means, with respect to a Named Contact, their first and last name and one or more of the following: email address, phone number and mailing address.

“**Outreach**” means an instance of: (a) communication to a Missing Device by end user messaging via the Absolute Products and/or, if authorized by Customer, performing a Device Freeze Operation on a Missing Device, if the Missing Device supports those actions, and the edition of the Absolute Products includes those actions; or (b) communication to a Named Contact through email, phone call, text/instant message, and/or letter as applicable to the Named Contact Information provided by Customer to Absolute.

“**Return Information**” means the physical location or mailing address to which a Missing Device should be returned and any other reasonable information relating to the return of the Missing Device that Customer wishes to include in Outreach.

**2. Missing Device Reclamation Activation Requirements.** In order to be eligible to activate the Missing Device Reclamation service: (a) all Subscriptions for the Absolute Products must include the Missing Device Reclamation Service; (b) Customer must have five hundred (500) or more active Subscriptions for the Absolute Products; and (c) both Customer and the Missing Device must be located in the Missing Device Reclamation Territory.

**3. Missing Device Reclamation Activation.** Not more than once per 12-month period during the Subscription Term (unless separately agreed to by Absolute in writing, which may involve additional fees), Customer may activate the Missing Device Reclamation Service for the one or more Missing Devices listed in the applicable Missing Device Report by submitting a request in writing to customer support. Upon Absolute’s receipt of Customer’s request and Absolute’s written confirmation of Customer’s eligibility (each such confirmed request a “**Missing Device Reclamation Order**”), and subject to the terms of this Addendum (including Customer meeting the requirements in Section 4, below), Absolute will use commercially reasonable efforts during the duration of the applicable Missing Device Reclamation Period to locate and reclaim the Missing Device(s) by performing Outreach in accordance with this Addendum, and Customer agrees to fully cooperate with such efforts.

**4. Customer Obligations.** Customer agrees to: (a) within seven (7) days of a Missing Device Reclamation Order, provide Absolute with: (i) administrative access to Customer’s account in the Hosted Service for the purpose of performing the Missing Device Reclamation Service and continue to provide such access until expiration of the last outstanding Missing Device Reclamation Period; (ii) identification information for each Missing Device, including device serial number; and (iii) Named Contact Information and Return Information for each Missing Device; (b) within three (3) days of receipt of a returned Missing Device, notify Absolute in writing of its receipt, such notice to include the Missing Device’s identification information, including device serial number; and (c) in the event Absolute incurs any shipping fees or other expenses relating to the return of Missing Devices, pay all such fees and expenses upon thirty (30) days of receipt of an invoice from Absolute.

**5. Outreach.** Outreach will be performed in English only and will include Return Information. Outreach to a Named Contact via phone call or letter will be performed only for phone numbers and mailing addresses that are within the Missing Device Reclamation Territory and only one (1) time for each communication type as applicable based on Named Contact Information provided. If Customer is unable to provide Named Contact Information for a Missing Device or if the Named Contact Information provided is inaccurate or incomplete, Customer acknowledges and agrees that Outreach may be limited to end user messaging via the Absolute Products and/or a Device Freeze Operation only (as applicable). Customer acknowledges and agrees that Absolute’s obligations for the Missing

Device Reclamation service are limited to Outreach, and Customer will be solely responsible for the return and collection of Missing Devices, including payment of any shipping fees or other expenses related thereto.

**6. Continued Outreach Attempts.** For each Missing Device included in the applicable Missing Device Report, Absolute's obligations with respect to the Missing Device Reclamation Service will be deemed fulfilled and no further Outreach will be performed by Absolute related to such Missing Device upon the earlier of: (a) Absolute receiving a response to one or more Outreach attempts for that Missing Device, (b) the return to Customer's possession of the Missing Device, and (c) the expiration of the Missing Device Reclamation Period for that Missing Device.

**7. Consent and Authorization.** Customer represents, warrants and covenants to Absolute that Customer has and will have all necessary rights and consents required under applicable privacy, data protection and anti-spam laws for Absolute to perform the Missing Device Reclamation Service, including without limitation, to receive and use Named Contact Information for such purpose.

**8. Missing Device Reclamation Limitations.** Customer acknowledges and agrees that:

(a) the Missing Device must be enrolled in Customer's account with the Hosted Service prior to the date of the Missing Device Reclamation Order and must not be unenrolled until such Missing Device is returned to Customer's possession or the Missing Device Reclamation Period expires, whichever is earlier;

(b) the Missing Device Reclamation Service may be limited or unavailable, and Absolute will have no obligations under this Addendum, with respect to a Missing Device in the following circumstances: (i) the Missing Device has not contacted the Hosted Service within 365 days before the date of the Missing Device Reclamation Order, and/or (ii) a service or feature has been launched on the Missing Device (for example, any Remote Wipe and Lock Functionality) that restricts or disables the ability of the Missing Device to contact the Hosted Service;

(c) reclamation of every Missing Device cannot be guaranteed, and without limiting the generality of the foregoing, no guarantee or warranty is provided with respect to the ability to reclaim a Missing Device if the Missing Device is located or moved outside of the Missing Device Reclamation Territory;

(d) Absolute will not be responsible for any damage to a Missing Device whether or not such damage occurs during its performance of the Missing Device Reclamation Service, including without limitation, any damaged caused by a third party or during shipping to a return address; and

(e) OTHER THAN AS EXPRESSLY SET FORTH IN THIS ADDENDUM, ABSOLUTE DOES NOT GUARANTEE, AND MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING, ITS PERFORMANCE OF THE MISSING DEVICE RECLAMATION SERVICE.

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