

## SECURE ENDPOINT PRODUCTS ADDENDUM

The terms set forth in this Secure Endpoint Products Addendum (this “**Addendum**”) apply to Customer’s access to and use of Absolute’s Absolute Visibility, Absolute Control, and Absolute Resilience Products (collectively, the “**Absolute Products**”). Each edition of the Absolute Products contains different sets of features and services, as described on Absolute’s Platform Editions page, available at <https://www.absolute.com/platform/editions/>. This Addendum does not grant Customer any rights to use any given features or services, unless they are included as a part of the edition of the Absolute Products purchased by Customer under an Order Form or Customer separately purchases them under an Order Form. For greater certainty, the Absolute Products constitute Products 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 Absolute Products to Customer.

### 1. Product Usage.

- (a) Hosted Service. Subject to Customer’s ongoing compliance with the terms of the Agreement (including timely payment of all applicable fees), Absolute 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.
- (b) Software. Subject to Customer’s ongoing compliance with the Agreement (including timely payment of all applicable fees), Absolute hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license, during the applicable Subscription Term, to download and operate the Software for Customer’s internal business purposes in connection with its use of the Hosted Service.

**2. Enrolled Devices.** In order to fully utilize the Absolute Products, Customer must install Software that communicates with the Hosted Service (the “**Agent**”) on its Devices and enroll such Devices in its account with the Hosted Service. Customer may only use the Agent on, and enroll in its account, the number of Devices up to the total number of Subscriptions. Unless Customer has purchased a Subscription that is tied to a specific Device and cannot be transferred to another device (including, without limitation, Subscriptions for the Absolute Resilience for Student Devices edition or the Lenovo Security Assurance edition), Customer may un-enroll an existing Device and enroll a new Device at any time, so long as the total number of enrolled Devices does not exceed the total number of Subscriptions. If Customer enrolls Devices in excess of the total number of Subscriptions, Absolute reserves the right to (i) charge applicable fees for such excessive usage of the Absolute Products for the entire preceding year, regardless of when the Agent was installed on such Devices or when such Devices were enrolled in its account, or (ii) limit or suspend functionality of the Absolute Products on such Devices or unenroll such Devices on a first-in-first-out basis. Notwithstanding the foregoing, if Customer has been provided with the Wall-to-Wall Coverage Option for its Subscription, Customer may enroll the number of Devices, for the time period, and subject to continued Subscription purchases, each as specified by Absolute to Customer in writing (email acceptable); provided that the Wall-to-Wall Coverage Option may be suspended upon notice from Absolute (email acceptable) or upon expiry of the specified time period.

**3. Device Sale; Subscription Expiry.** Prior to the sale or transfer of ownership of any Device to a third party, Customer will uninstall the Agent from such Device and unenroll such Device from its account via the Hosted Service. Following the termination or expiry of all outstanding Subscriptions, Customer will uninstall the Agent from all Devices and unenroll all Devices from its account via the Hosted Service. Failure to comply with the foregoing may result in a Device maintaining its connection to the Hosted Service, and continuing use of the Absolute Products, and Absolute may continue to charge Customer Fees for such usage until the Device is unenrolled, and the Agent is uninstalled from the Device. Customer agrees to defend Absolute against any third-party claims arising from or related to such failure, and indemnify and hold harmless Absolute from and pay all related damages, costs, and expenses (including, but not limited to, reasonable attorney’s fees). Without limiting the foregoing, Absolute reserves the right to unenroll Devices in the event Customer fails to do so in accordance with this Section.

**4. Support.** The Support Services Policy setting out the support service levels for the Absolute Products is located at <https://www.absolute.com/resources/infosheets/technical-support/>. Notwithstanding anything to the contrary in the Agreement, Absolute reserves the right to automatically install an updated version of the Agent on Customer’s Devices in the event that Customer has disabled automatic updates and is using a version of the Agent that is no longer supported by Absolute.

### 5. Product-Specific Terms.

- (a) Application Persistence. The Application Persistence feature enables Customer to monitor the health of applications installed on a Device, and repair or reinstall those applications when an issue is detected or the applications are removed from the Device (such applications, the “**Persisted Applications**”). Customer acknowledges that while the Application Persistence feature is enabled the Persisted Applications will be automatically reinstalled on the Device, until Customer unenrolls the Device from its account via the Hosted Service and uninstalls the Agent from the Device. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS RESPONSIBLE FOR REVIEWING AND COMPLYING WITH ANY AND ALL THIRD-PARTY TERMS AND CONDITIONS APPLICABLE TO THIRD-PARTY PERSISTED APPLICATIONS. WITHOUT LIMITING THE FOREGOING, CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS ALL NECESSARY RIGHTS AND LICENSES TO UPLOAD TO ANY SERVERS (WHETHER HOSTED BY CUSTOMER, A THIRD PARTY, OR

ABSOLUTE) ANY SOFTWARE INSTALLERS FOR SUCH THIRD-PARTY PERSISTED APPLICATIONS (SUCH UPLOADS, "**CUSTOMER INSTALLERS**") AND TO INSTALL AND DEPLOY SUCH THIRD-PARTY PERSISTED APPLICATIONS TO CUSTOMER'S DEVICES. Customer agrees not to upload any software or other materials other than Customer Installers, including without limitation, any computer viruses, worms, time bombs, Trojan horses or other harmful or malicious code, routines, files, scripts, agents or programs. Customer will defend and hold Absolute harmless from and against any claims, demands, and causes of action, and indemnify Absolute against related damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees) arising out of any third-party claim alleging that Absolute's use of, access to, or hosting of Customer Installers in order to provide the Application Persistence service: (i) infringes third-party intellectual property rights, or (ii) requires Absolute to pay any fees of any kind to a third party.

- (b) Remote Wipe and Lock Functionality. Certain features of the Absolute Products may enable Customer to remotely delete specific or all files on a Device (a "**Data Delete Operation**") or to remotely lock or "freeze" a Device (a "**Device Freeze Operation**") (collectively, "**Remote Wipe and Lock Functionality**"). Customer uses the Remote Wipe and Lock Functionality at its own risk and discretion. Absolute will not be responsible or liable for any loss or damage arising from or related to Customer's actions or inactions in connection with its use of the Remote Wipe and Lock Functionality. By installing Products containing the Remote Wipe and Lock Functionality, Customer grants (and will ensure that Customer has obtained all necessary permissions to grant) to Absolute permission to perform the Remote Wipe and Lock Functionality for so long as the applicable Software remains installed on that Device. Customer will defend and hold Absolute harmless from and against any claims, demands, and causes of action, and indemnify Absolute against related damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees) arising out of any third-party claim arising from or related to Customer's use of these features, except to the extent such claim is directly caused by Absolute's gross negligence or willful misconduct.

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