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A10 NETWORKS, INC.
SUBSCRIPTION SERVICES AGREEMENT
Terms and Conditions

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS (“**Terms**”) BEFORE USING THE SERVICES, WHICH ARE OFFERED BY A10 NETWORKS, INC. (“**A10**”) FOR USE ONLY AS SET FORTH BELOW. ACCESSING OR OTHERWISE USING ANY PART OF THE SERVICES INDICATES THAT YOU, ON BEHALF OF YOURSELF AND ANY ENTITY BY WHOM YOU ARE EMPLOYED OR FOR WHOM YOU ARE USING THESE SERVICES (“**SUBSCRIBER**”) ACCEPTS THE TERMS OF THE AGREEMENT. YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE AGREEMENT AND THAT "YOU" AND "YOUR" WILL REFER TO THAT COMPANY OR ORGANIZATION. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT OR DO NOT HAVE THE AUTHORITY SPECIFIED ABOVE, DO NOT ACCESS OR OTHERWISE USE THE SERVICES.

1. DEFINITIONS. The following capitalized terms shall be defined as set forth below:

“Agreement” means these Terms, any annexure, addendum, schedule, or other attachment hereto, all Orders, the applicable Service Description, and any other document referenced herein.

“Confidential Information” means all 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. Subscriber Confidential Information includes Subscriber Data; A10 Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Orders (including pricing), 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 does 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 without an obligation of confidentiality prior to its disclosure by the Disclosing Party, (iii) is received from a third party without an obligation of confidentiality and without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or access to the Confidential Information of Disclosing Party.

“Documentation” means A10’s online user guides, documentation, and help and training materials for the Services, as updated from time to time.

“Order” means an ordering document (which may take the form of an accepted quotation or acceptance of these terms via a clickwrap or similar function) that includes a description of Services to be provided to Subscriber and the fees (if any) payable for same.

“Service(s)” means A10’s subscription, cloud-based services which may include, but are not limited to, A10's Harmony Controller (SaaS version), Cloud Access Controller, and other A10 offerings, as are identified in one or more Orders.

“Service Description” means a description of the features, functionality and/or operation of the Service.

“Statistical Data” means data analytics, performance metrics, traffic information, efficiency data, and

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other such other transactional, statistical, or performance information relating to the provision, use, and performance of the Services and related systems and technologies (including, without limitation, information concerning or derived from Subscriber Data).

“Subscription Term” means the period that the Services are authorized for use as identified in the Order or Trial Term. The Subscription Term begins on the date of Order acceptance by A10.

“Subscriber Data” means all data, information, and content that Subscriber uploads, provides or makes available to A10 or its subprocessors for storage or processing for or by the Services.

“Support” means A10's then-standard support services provided during the Subscription Term for paid Services as described at www.a10networks.com/support depending on the level of Support purchased).

“User” means Subscriber's employees, agents or contractors who are authorized by Subscriber to use the Services on behalf of Subscriber.

2. The Services.

2.1 **Use of the Services.** Conditioned upon Subscriber's compliance with this Agreement, during the applicable Subscription Term, A10 grants Subscriber a non-exclusive and non-transferable right to access and use the Services as per the scope of Subscriber's Order, solely for Subscriber's internal business purposes and to provide Subscriber's services to their customers. Notwithstanding the foregoing, Subscriber may not provide the Services independently to third parties. The Subscription Term for Services offered without charge (other than trial versions as specified in Section 2.2 below) may be discontinued, modified, or cancelled by A10 without liability on thirty (30) days' prior written notice. Subscriber grants A10 and its affiliates a worldwide, non-exclusive, license to host, copy and transmit Subscriber Data during the Subscription Term as necessary for A10 to provide the Services. Subscriber is responsible for compliance with this Agreement by its Users, affiliates and third parties who it allows to obtain, use, or benefit from the Services. Any breach of this Agreement by any such person or entity will be deemed a breach by Subscriber.

2.2 **Trial Usage.** If Subscriber has been provided a trial version of the Services and has not paid the fees for a Subscription Term, Subscriber's authorization to access and use the Services is limited to a 30-day trial period (the “**Trial Term**”), solely in a non-production environment, and solely for the purpose of evaluating Subscriber's interest in acquiring the Services for use in its production-environment. Subscriber recognizes and acknowledges that the SERVICES MAY CONTAIN A DISABLING DEVICE THAT WILL PREVENT THE SERVICES FROM BEING USED AFTER THE TRIAL TERM AND CONSENTS TO SUCH DEVICE AND LIMITATION. SUBSCRIBER AGREES NOT TO TAMPER WITH THE DISABLING DEVICE OR THE SERVICES. SUBSCRIBER HAS BEEN ADVISED THAT A10 TAKES NO RESPONSIBILITY FOR ANY LOSS OF DATA ASSOCIATED WITH THE PROVISION OF THE SERVICES DURING THE TRIAL TERM AND THAT USER SHOULD TAKE PRECAUTIONS TO AVOID ANY LOSS OF DATA THAT MIGHT RESULT WHEN THE SERVICES ARE NO LONGER PROVIDED OR OTHERWISE CAN NO LONGER BE USED.

2.3 **Access to Services.** During the Subscription Term, Subscriber may access and use the Services and may permit Users to access and use the Services, subject to the terms of this Agreement. User may only use and access the Services through an account provided by A10 to User (“**Account**”). If Subscriber is an entity with more than one User needing access to the Services, a separate Account will be required for each User, i.e., each such individual

employee or contractor. Subscriber may establish up to the number of Accounts set out in the Order, and for each Account an individual shall establish and maintain a password and other security controls or credentials in accordance with A10's procedures and instructions. Each User shall maintain the security of their own passwords, security controls and credentials and Subscriber shall be fully responsible for all Services accessed and transactions executed by all its Users and all Accounts, whether intended or otherwise. Subscriber shall immediately report to A10 any compromise of any Account, including any security breach with respect to any password, other security measures or Account.

2.4 Subscriber Equipment and Use. Subscriber shall be solely responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, computers, computer operating system and web browser (collectively, "**Equipment**"). Subscriber shall ensure that Equipment complies with all configurations and specifications set forth in the Documentation. Subscriber likewise acknowledges that it has sole responsibility for the accuracy, quality, and legality of all Subscriber Data, shall take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify A10 promptly of any unauthorized access or use.

2.5 Services Configuration. Subscriber is solely responsible for determining the appropriate configuration for each Service capability that it uses, and for the resulting operation and performance of the Services.

2.6 Personal Data. A10 and Subscriber agree that the [A10 Networks Data Processing Addendum](#), which is incorporated herein by reference, governs the processing of Subscriber Data which is deemed "User Personal Information" the DPA. The DPA governs with respect to User Personal Information to the extent there is a conflict between the main body of this Agreement and the DPA.

2.7 Prohibited Uses of Services.

2.7.1 Subscriber shall not, and shall not attempt to or allow any third party to, use the Services in any manner that: (a) conflicts with or is in violation of any applicable law or regulation, (b) hinders other customers' access to or use of the Services or any network, (c) compromises or threatens to compromise the Services, network security or capacity, (d) excessively and disproportionately contributes to network congestion and/or diminishes or impairs Service delivery, (e) adversely impacts the provision of Services, network service levels or legitimate data flows, (f) degrades or threatens network performance, (g) causes or may cause harm to the network, A10, other users of the Services, or other customers; or (h) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the relevant documentation.

2.7.2 Subscriber shall not, and shall not attempt to, encourage, permit, enable or use the Services in any manner that: (i) defeats, obstructs or penetrates, or attempts to defeat, obstruct or penetrate the security measures of A10's network or systems, or another entity's network or systems; (ii) accesses, or attempts to access copy, modify, or change, without authority, the accounts of others; (iii) accesses, or attempts to access, copy, modify, or change any personal identifiable information that may be within the Service, or (iv) adversely affects the ability of other people or systems to use either A10's services, products, or other parties' products or services including but not limited to Internet-based resources.

2.7.3 Except as expressly specified in this Agreement, Subscriber agrees not to do

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any of the following (or permit or authorize any third party to do so): (a) copy modify, or make derivative works of the Services, including but not limited to adding new features or otherwise making adaptations that alter the functioning of the Services; (b) transfer, license, sublicense, sell, resell, lease, lend, rent or otherwise distribute or make the Services available to any third party; (c) use the Services to upload, send, or store infringing, defamatory, offensive, abusive or unlawful material or material containing Malicious Code (as defined in Section 9.1); (d) decompile, disassemble or reverse engineer any software used by A10 to provide the Services; (e) interfere with or disrupt performance of the Service; or (f) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation, or (f) use the Services for purposes of competitive analysis of the Services, the development of a product or service that would compete with the Services, or any other purpose that is to A10's commercial disadvantage (which does not include use of the Services in accordance with this Agreement and applicable laws).

2.8 Additional Subscriber Obligations. As a condition to A10 providing Subscriber with the Services, Subscriber acknowledges and agrees that it is responsible for each of the following:

2.8.1 Subscriber will ensure that all Users given access to the Services have the right to access and use all information and data made accessible to them by Subscriber through the Services.

2.8.2 Subscriber will obtain all permissions, authorizations, licenses, or approvals from each applicable data source as may be necessary or required to: (a) use and to provide the Subscriber Data to A10 for use as specified herein; and (b) comply with all applicable laws in its activities under this Agreement.

2.8.3 Subscriber will ensure that none of the Subscriber Data contains any Malicious Code or unlawful or harmful content.

2.9 Future Functionality. Subscriber agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by A10 regarding future functionality or features.

2.10 Forwarded Data. The Services may operate by forwarding certain portions of the Subscriber Data ("**Forwarded Data**") to A10 owned or controlled servers in the United States and other countries. Subscriber represents and warrants that Subscriber: (a) is legally permitted and authorized to access, and to provide A10 with access to, the Forwarded Data and agrees to provide A10 with evidence of such authorization upon request; (b) is responsible for deciding if and how Subscriber uses the Services; and (c) will use the Services only in a legal manner. In the event of any breach of this representation and warranty, A10 may, without prejudice to its other rights, disallow any Forwarded Data or use of the Services until Subscriber can show to A10's reasonable satisfaction, that any such breach has been cured.

2.11 Acknowledgement. The Services are designed to identify, block and/or remove applications, data, messages, and files that may compromise productivity or the performance and security of Subscriber's networks. While A10 uses reasonable efforts to properly identify applications and files for detection, given the nature and volume of malicious and unwanted electronic content, A10 cannot guarantee that the Services will properly detect or clean all applications, data and files that are malicious or that Subscriber does not use or want. Subscriber acknowledges and accepts the risk that the Services may cause welcome as well as unwelcome files, email or URLs or other web content to be screened and blocked and that rejected files or

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data may not be recoverable.

3. **A10 Obligations.**

3.1 **Provision of Services.** A10 will use commercially reasonable efforts to make paid Services available 24 hours a day, 7 days a week during the applicable Subscription Term, except for: (a) planned downtime (of which A10 shall use commercially reasonable efforts to provide advance electronic notice), and (b) any unavailability caused by circumstances beyond A10's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving A10 employees), data center or Internet service failure or delay, or denial of service or similar attack.

3.2 **A10 Personnel.** A10 will be responsible for the performance of A10 personnel (including A10 employees and contractors) and their compliance with A10 obligations under this Agreement, except as otherwise specified herein.

3.3 **Support.** A10 will provide Support for paid Services during the Subscription Term as per the Documentation and relevant Order. A10 may update or modify Support from time to time in its discretion; provided that A10 will not materially decrease Support without providing to Subscriber advance notice and an opportunity to comment, in which case the parties will negotiate in good faith whether and how Support will continue to be provided.

3.4 **Right to Subcontract.** Except as may be expressly specified in the DPA, A10's use of subcontractors or subprocessors for the provision of its hosting environment, network, hosting infrastructure and certain software development related to the Services is not subject to Subscriber's approval.

3.5 **Statistical Data** Notwithstanding anything to the contrary in this Agreement or any related agreement, A10 shall have the right to collect, analyze and use Statistical Data. Statistical Data is not Subscriber Data irrespective of the means by which Statistical Data is generated. A10 will be free (during and after the term hereof) to (a) use such Statistical Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other A10 offerings, (b) disclose such Statistical Data as strictly necessary solely for internal business purposes, and (c) use for its business purposes provided that that such Statistical Data is aggregated and de-identified such that the identity or specific use characteristics of Subscriber and its Users are not revealed. Subscriber hereby grants A10 a fully paid, perpetual, non-exclusive license to use Statistical Data as described in this section. Notwithstanding anything to the contrary in this Agreement or any related agreement, Subscriber authorizes and consents to electronic access to Subscribers systems by A10 solely for the purpose of gathering Statistical Data as described above.

3.6 **Modification of the Services.** A10 reserves the right to modify the Services or means of their delivery in ways that do not materially degrade their functionality (other than free Services which may be changed, degraded, or cancelled at any time) at any time without notice. If Subscriber objects to any changes to the Services, Subscriber's sole recourse will be to cease using them. Continued use of the Services following any such changes will indicate Subscriber's acknowledgement of such changes and satisfaction with the Services as so modified.

4. **Suspension or Termination.**

A10 reserves the right to temporarily suspend or permanently terminate use of or access to the Services by Subscriber or User(s) in the event that (a) Subscriber or such User(s)

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violates, or is deemed by A10, in A10's reasonable determination, to be in violation of the terms of this Agreement or applicable laws or regulations, (b) uses the Services in a manner that A10 reasonably believes will cause A10 or its suppliers, affiliates or contractors liability, (c) A10 does not timely receive payment from the Subscriber or, as applicable, the Channel Partner (as defined herein), that purchased the Services from A10 or (d) with respect to Services provided without charge, at any time. Subscriber remains responsible for paying Subscriber's annual service fee if Subscriber's Service is suspended as permitted herein.

5. **Payment, Fees and Rates.**

5.1 **Purchases through Channel Partners.** If Subscriber purchases the Services from an A10 reseller, distributor, or entity/person who is otherwise authorized by A10 to resell the Services ("**Channel Partner**"), then this Article 5 will not apply, and payment and fees will be as agreed between Subscriber and such Channel Partner.

5.2 **Fees and Taxes.** Subscriber shall pay all fees set forth in an invoice. All fees are non-cancelable, non-refundable, and non-creditable, and quantities, volume or capacity commitments, or other measures of purchase cannot be decreased during the relevant Subscription Term. All fees are exclusive of taxes, levies, or duties imposed by taxing authorities, and Subscriber shall be responsible for payment of all such taxes, levies, or duties (excluding U.S. taxes based on A10's income), even if such amounts are not listed in an invoice. The amounts payable under this Agreement do not include sales or use tax, goods and services tax or customs duties, withholding taxes or any similar taxes, duties and fees including state and local taxes, duties, and fees (if applicable). If any such tax, duty or fee is applicable to the fees payable to A10, the payment due from Subscriber to A10 will be grossed up such that A10 will receive the fees payable as if no such tax or duty had been applied. Subscriber shall pay all fees in U.S. Dollars or in such other currency as agreed to in writing by A10.

5.3 **Invoicing and Payment.** Subscriber will receive invoices in advance of the applicable Subscription Term. Such invoices are and will be due in full as set forth herein. Subscriber's invoice will include recurring charges, prorated charges/credits based on the install/disconnect date, administrative, and late payment charges, and any non-recurring charges. Applicable taxes and surcharges may be added if applicable. All amounts invoiced are due and payable within thirty (30) days of the date of invoice. Unpaid invoices that are not the subject of a written good faith dispute are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all reasonable expenses of collection.

5.4 **Rate Changes.** A10 may prospectively change any rates, fees, expenses, or charges regarding Services for future Subscription Terms at any time. A10 will provide Subscriber with notice of material changes either in Subscriber's invoice or separately.

5.5 **Charges.** Subscriber is responsible for paying all charges for or resulting from Services provided under this Agreement, including, without limitation, recurring service, usage charges, activation fees that may apply to each optional service, overage charges, administrative, and late payment charges.

IF SUBSCRIBER DISPUTES ANY CHARGES ON SUBSCRIBER'S INVOICE, SUBSCRIBER MUST NOTIFY A10 IN WRITING WITHIN 30 DAYS OF THE DATE OF THE INVOICE OR SUBSCRIBER WILL HAVE WAIVED ITS RIGHT TO DISPUTE THE INVOICE AND TO PARTICIPATE IN ANY LEGAL ACTION RAISING SUCH DISPUTE.

5.6 Advance Payments and/or Deposits. A10 may require Subscriber to make deposits or advance payments for Services, which A10 may offset against any unpaid balance on Subscriber's account. Interest will not accrue on advance payments or deposits unless required by law. Based on Subscriber's creditworthiness as A10 determines it, A10 may establish a credit limit and restrict Services or features. If Subscriber's account balance goes beyond the limit A10 set for Subscriber, A10 may immediately interrupt or suspend Services until Subscriber's outstanding balance is brought below the credit limit. Any charges Subscriber incurs that exceed Subscriber's credit or purchasing limit as determined by A10 become immediately due. If Subscriber has more than one account with A10, Subscriber must keep all accounts in good standing to maintain Services. If one account is past due or over its limit or Subscriber's accounts when aggregated are over its limit, all accounts in Subscriber's name are subject to interruption or termination and all other available collection remedies.

6. Ownership.

The Services, Documentation, and all other rights in or related to the Services and Support and all intellectual property rights therein, belong to A10 or its licensors, and nothing contained in this Agreement will give Subscriber any right, title or interest in any of them, except for the rights to use the Services as expressly set out in this Agreement. Subscriber will retain all right, title and interest in and to the Subscriber Data and A10 has no right, title or interest in any Subscriber Data other than as set forth herein. Subscriber acknowledges that A10 will retain all right, title and interest in and to Statistical Data. The Services are protected by patent, copyright and trade secret laws and treaties of the United States and other jurisdictions. Subscriber will not delete or in any manner alter the copyright, trademark, or other proprietary rights notices or markings appearing on the Services or any Documentation or other materials as delivered to Subscriber. Nothing contained in this Agreement shall be construed as transferring any right, title, or interest in or to the Services, and/or any intellectual property rights in the same to Subscriber, and except for the limited rights granted to Subscriber as expressly set forth herein, all such rights are reserved to A10.

7. Confidentiality.

7.1 Duty of Care. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to protect Disclosing Party's Confidential Information. Receiving Party will (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who are subject to confidentiality obligations to the Receiving Party not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order to any third party other than its affiliates, legal counsel, and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or accountants will remain responsible for such affiliate's, legal counsel's, or accountant's compliance with this Article ("**Confidentiality**"). Notwithstanding the foregoing, A10 may disclose the terms of this Agreement and any applicable Order to a subcontractor, subprocessor, or other entity that is working with A10 to the extent necessary to enable A10 to perform A10's obligations to Subscriber under this Agreement, under terms of confidentiality materially as protective as set forth herein.

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7.2 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the 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 complying and providing secure access to that Confidential Information.

7.3 **Injunctive Relief.** It is understood and agreed that notwithstanding any other provision of this Agreement, a breach by either party of Article 7 may cause the other party irreparable damage for which recovery of money damages might be inadequate, and that the other party shall therefore be entitled to seek timely injunctive relief, without posting bond, to protect such party's rights under this Agreement in addition to any and all remedies available at law.

8. Term and Termination.

8.1 **Term.** The Agreement shall commence as of the date set forth in the first Order ("**Commencement Date**") and, unless earlier terminated as set forth herein, shall remain in effect through the expiration of all Subscription Terms. Each Subscription Term shall automatically renew for additional one-year terms at A10's then current fees unless alternative pricing is specified in the applicable Order, unless Subscriber notifies A10 of its intention not to renew prior to the expiration of the then-current Subscription Term or is terminated in accordance with this Article.

8.2 **Termination for Breach.** In the event of a material breach by either Party of this Agreement or any Order, the non-breaching Party shall have the right to terminate the applicable Order or this Agreement, in such Party's sole discretion, for cause if such breach has not been cured within thirty (30) days of written notice from the non-breaching Party specifying the breach in detail. Notwithstanding anything to the contrary contained in this Agreement, A10 may immediately terminate Subscriber's password, Accounts, and access to the Services as specified herein. If an Order is terminated other than for A10's material breach, all fees set forth on such Order are immediately due and payable.

8.3 **Termination for Insolvency.** Either Party may terminate this Agreement immediately at its option if the other Party (a) ceases to do business in the normal course; (b) becomes or is declared insolvent or bankrupt; (c) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) days; or (d) makes an assignment for the benefit of creditors.

8.4 **Effect of Termination.** Termination of this Agreement shall not extinguish any payment obligations that accrued under this Agreement. The right to access or otherwise receive the Service will automatically terminate upon termination or expiration of this Agreement or the applicable Order for any reason. In addition, each party will promptly securely return or destroy, at Disclosing Party's option, all Confidential Information of Disclosing Party, in any form or media. The following provisions will survive any expiration or termination of this Agreement: 1, 2.7, 2.8, 2.11, 3.5, 5, 6, 7, 8, 9.4, 10, 11, 12, 13, 14 and 15.

9. Warranties and Disclaimer.

9.1 **Limited Warranty.** A10 warrants that during the applicable Subscription Term: (a) paid

Services will perform materially in accordance with the relevant Documentation; and (b) to the best of A10's knowledge, paid Service(s) do not contain any Malicious Code. In the event of a breach of this warranty A10 shall correct the non-conforming Service at no additional charge to Subscriber. All Support will be provided in a professional manner consistent with the provisions of the applicable support description. As used herein, "Malicious Code" means any code, programs, procedures, or routines containing (i) viruses, malware, trojan horses, time bombs, worms, or the like or (ii) computer instructions, circuitry, or other technological means designed to disrupt, damage, or interfere with a party's authorized use of the Services or a party's computers and communications facilities or equipment accessing or providing the Services.

9.2 Limitations. Except for the foregoing, all Services (including Services provided without charge) and Support are provided "AS IS". In no event does A10 warrant that the Services are error free or that Subscriber will be able to operate the Services without problems or interruptions. A10 does not warrant the following: (a) that the Services will meet Subscriber's requirements, (b) that the Services will operate in the combinations that Subscriber may select or configure, (c) that the operation of the Services will be error-free or uninterrupted, or (d) that all errors contained in the Services will be corrected. In addition, due to the continual development of new techniques for intruding upon and attacking networks, A10 does not warrant that the Services, or any equipment, system, or network on which the Services are used, will be free of vulnerability to intrusion or attack. The Services are not designed nor intended for use in: (i) the design, construction, operation, or maintenance of any nuclear facility; (ii) navigational or operating aircraft; or (iii) operating life-support or life critical medical equipment, and A10 disclaims any license right as well as any express or implied warranty of fitness for such uses.

9.3 Restrictions. This warranty does not apply if: (a) the Services has been altered, except by A10 or its authorized representative; (b) the Services have not been used, installed, operated, or maintained in accordance with instructions supplied by A10; (c) during any Trial Term; (d) Subscriber fails to notify A10 of any warranty deficiencies within 30 days from performance of the relevant Services or discovery of the relevant deficiency in the Services; (e) caused by third party software, hardware or network infrastructure outside of A10's or its hosting service provider's data center and not under the direct control of A10 or its hosting service provider; (f) caused by a failure of the external internet beyond A10's or its third party provider's network; (g) caused by electrical or internet access disruptions; (h) caused by any actions or inactions of Subscriber in violation of this Agreement; or (i) caused by attacks (i.e. hacks, malicious introduction of viruses and disabling devices) caused by third parties. This warranty also does not apply to (i) any temporary software modules, trials, or beta usage cases; and (ii) services, products, or deliverables supplied by or of any third party.

9.4 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION OR AS SPECIFIED BY APPLICABLE LAW, A10, ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM, ALL WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, TERMS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT THAT ANY OF THE SAME CANNOT BE EXCLUDED, SUCH IMPLIED CONDITION, TERM, REPRESENTATION AND/OR WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD REFERRED TO IN SECTION 9.1 ABOVE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN,

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OBTAINED FROM A10 OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. This disclaimer and exclusion shall apply even if the express warranty set forth above fails to serve its essential purpose.

10. **A10 Indemnification.**

10.1 **Obligation.** A10 agrees to defend or, at its option, settle, any third-party claim, suit or proceeding (collectively, "**Claim**") brought against Subscriber alleging that the use of paid Services by Subscriber in accordance with this Agreement infringes or misappropriates any intellectual property right of any third party. A10 will have sole control of the defense or settlement negotiations, and A10 agrees to pay, subject to the limitations set forth below, any final judgment entered against Subscriber, as a result of such infringement, in any such Claim defended by A10; provided that: (a) A10 is given prompt written notice of any such Claim and (b) Subscriber reasonably cooperates with A10 in such defense. Notwithstanding the foregoing, A10 shall have no obligation under this Section or otherwise with respect to any Claims based upon (i) any use of or access to the Services not in accordance with this Agreement; (ii) any use of the Services in combination with other products, equipment, software or data not contemplated by this Agreement if such infringement would not have occurred absent such combination or use; or (iii) any modification or adaption to the Services by anyone other than A10 if such infringement would not have occurred absent such modification or adaption; or (iv) any Services provided without charge including, but not limited to, those Services provided for trial purposes. If Subscriber is enjoined from using the Service or if A10 reasonably believes it will be enjoined, A10 may, at its sole option, obtain for Subscriber the right to continue use of the Service or replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to A10, then either party may terminate the Agreement and A10's sole liability, in addition to the indemnification obligations in this section, will be to refund any prepaid fees for the Service that was to be provided after the effective date of termination.

10.2 **Additional Remedies.** If any portion of the paid Services become, or in A10's opinion is likely to become, the subject of a Claim against Subscriber alleging that the use of the Services by Subscriber in accordance with this Agreement infringes or misappropriates any intellectual property right of any third party, A10 may, at its option and expense: (a) procure for Subscriber the right to continue using the Services; (b) replace the Services with non-infringing Services which do not materially impair the functionality of the Services; (c) modify the Services so the Services are non-infringing; or (d) terminate this Agreement and refund any prepaid fees, and upon such termination, Subscriber will immediately cease all use of the Services.

10.3 **Sole Remedy.** This Article states A10's entire liability and Subscriber's sole and exclusive remedy with respect to alleged infringement of any intellectual property rights of any third party by the Services.

11. **Subscriber Indemnification.**

11.1 **Obligation.** Subscriber agrees to defend, hold harmless and indemnify A10 and its affiliates, and their respective officers, directors, employees, successors, assigns, and agents ("**A10 Parties**") from and against any damages, liabilities, assessments, losses, costs, and other expenses (including reasonable attorneys' fees and legal expenses) incurred by that A10 Party arising from or related to any Claim alleging that Subscriber or any of its Users used the Services or uploaded Subscriber Data to the Services other than in compliance with this Agreement or applicable laws or that Subscriber Data and/or Subscriber's use of the Services infringes or misappropriates third-party intellectual property rights. Subscriber shall have sole control of the

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defense, except that Subscriber will not settle any such Claim without A10 Parties' prior written consent, which may not be unreasonably withheld. A10 will give Subscriber reasonable notice of each Claim for which it or an A10 Party wants indemnity, except that failure to provide such notice will not release Subscriber from any obligations hereunder except to the extent that Subscriber is materially prejudiced by such failure. A10 will also give Subscriber its reasonable cooperation in the defense of each Claim, at Subscriber's expense.

12. Limitation of Liability.

A10 AND ITS SUPPLIERS' TOTAL LIABILITY TO SUBSCRIBER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE TO A10 BY SUBSCRIBER FOR THE SERVICES IN THE 12 MONTHS PRECEDING THE TIME AT WHICH THE EVENTS GIVING RISING THE CLAIM ALLEGEDLY BEGAN OR, IN THE EVENT THAT A10 HAS MADE THE SERVICES AVAILABLE TO SUBSCRIBER WITHOUT CHARGE (INCLUDING BUT NOT LIMITED TO THE TRIAL TERM), A10's TOTAL LIABILITY WILL BE LIMITED TO \$500. IN NO EVENT WILL A10 OR ITS SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE EXECUTION OR PERFORMANCE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A10 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13. Miscellaneous

13.1 U.S. Government Customers. The Services are "Commercial Cloud Services" and all software used in connection with the Services qualify as "commercial items," as those terms are defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 239.76 ("cloud computing"), 2.101, "commercial computer software," "commercial computer software documentation" or "technical data" as such terms are used in FAR 12.211 and FAR 12.212. Consistent with FAR 12.211, FAR 12.212 and DoD FAR Supp. 227.7102-1 through 227.7102-4 and 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the Agreement may be incorporated, Subscriber may provide to U.S. Government Customers or, if the Agreement is direct, U.S. Government Subscriber will acquire, the Services with only those rights set forth in the Agreement. Use of the Services constitutes agreement by the U.S. Government Subscriber that the Services are "technical data," "commercial computer software" or "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

13.2 Export Administration Act and Related Laws. The Services supplied by A10 under the Agreement are subject to export controls under the laws and regulations of the United States and any other applicable countries' laws and regulations. Subscriber shall be responsible for being knowledgeable as to all laws, regulations, and requirements regarding the export, re-export, transfer, diversion, release and/or import of the Services or data via the Services and any other A10 items (whether tangible or intangible, including without limitation commodities, software, technology, and technical data) that Subscriber may receive or access

under this Agreement. Subscriber, at its cost, agrees to conduct all activities and obligations under this Agreement in conformity with such laws, regulations, and requirements. In addition, Subscriber understands and agrees that the Services shall not, in the absence of authorization by United States and local law and regulations, as required, be used by or exported or re-exported to (a) any United States sanctioned or embargoed country, or to foreign nationals or residents of such countries; or (b) any person, entity, organization or other party identified on the United States Department of Commerce's Denied Persons or Entity Lists, the United States Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the Department of State's Debarred Parties List, as published and revised from time to time; (c) any party engaged in nuclear, chemical/biological weapons or missile proliferation activities; or (d) any party for use in the design, development, or production of rocket systems or unmanned air vehicles. Subscriber warrants and represents that it is not a person, entity, organization, or other party identified on the United States Department of Commerce's Denied Persons or Entity List, the United States Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the Department of State's Debarred Parties List, as published and revised from time to time.

13.3 Anti-Corruption. Subscriber avers and agrees that Subscriber has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of A10's employees or agents in connection with this Agreement.

13.4 General. Without regard to or application of conflict of laws rules or principles: (a) this Agreement will be governed by and construed in accordance with the laws of the State of California without reference to its conflict of laws rules; and (b) any disputes, claims, or causes of action arising out of or related to this Agreement or Subscriber's use of the Services will be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in Santa Clara County, California. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) will not apply. Subscriber may not assign or transfer this Agreement, or any rights granted hereunder, by operation of law or otherwise, without A10's prior written consent, and any attempt by Subscriber to do so, without such consent, will be void. A10 may assign or transfer this Agreement, by operation of law or otherwise, without Subscriber's consent. Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect. This Agreement and all Order(s) are the complete and exclusive understanding and agreement between the Parties regarding its subject matter, and supersedes all proposals, understandings, or communications between the Parties, oral or written, regarding its subject matter. Any terms or conditions contained in Subscriber's purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by A10 and will be deemed null. In the event of a conflict between this Agreement and an Order, the terms of this Agreement shall control. Except for payment obligations, neither Party will be liable for inadequate performance to the extent caused by a condition that was beyond the Party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance). There are no third-party beneficiaries to this Agreement. A10 may use third party contractors to perform some or all of A10's obligations under this Agreement provided that

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A10 will be responsible for such performance. The original of this Agreement is in English and Subscriber waives any right to have it written in any other language. Any use of the plural in this Agreement shall also imply the singular and vice-versa, as appropriate.

14. Notices.

14.1 **General.** All notices or approvals required or permitted under this Agreement will be in writing and delivered by electronic mail to the electronic mail addresses specified in an Order, by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices or approvals will be sent to the addresses set forth in the applicable ordering document or invoice or to such other address as may be specified by either Party to the other in accordance with this section. Copies of all legal notices must be sent to A10 at legal@a10networks.com.

14.2 **Trademarks.** The A10 logo, A10 Networks and A10 Harmony are trademarks or registered trademarks of A10 Networks, Inc. in the United States and other countries. All other trademarks are property of their respective owners.

14.3 **Patent Protection.** A10 products and services are protected by one or more of the in the United States listed at www.a10networks.com/patent.

15. Amendment. A10 may change these Terms from time to time. Any such changes will become effective when posted on A10's website. If you object to any such changes, your sole recourse will be to cease using the Services. Continued use of the Services following posting of any such changes will indicate your acknowledgement of such changes and your agreement to be bound by the revised Terms, inclusive of such changes. In addition, certain features of the Services may be subject to additional terms of use. By using such features, or any part thereof, you agree to be bound by the additional terms of use applicable to such features. If any of such additional terms of use governing such features conflict with these Terms, the additional terms will govern.