SASE with Cato Networks Service Terms and Conditions Schedule

In addition to the Service Agreement between Uniti and Customer, including any document incorporated by reference therein (the "Agreement"), of which this Schedule is a part, Customer agrees that the following terms and conditions apply to the SASE Service delivered by Cato Networks, Inc. ("Cato") provided to Customer by Uniti. Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement. In the event of a conflict between this Schedule and the Agreement, this Schedule shall control with respect to the SASE Services.

1. **Definitions.**

Authorized User - shall mean any employee, contractor, representative, or other person acting on Customer's behalf who is authorized by Customer to use the SASE Service and who has been supplied with access to the SASE Service by either Customer or Cato, at Customer's written request.

Cato Intellectual Property Rights - shall mean any and all worldwide, whether registered or not (a) patents, patent applications and patent rights; (b) rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions, mask work rights, mask work applications and mask work registrations; (c) rights relating to the protection of trade secrets and confidential information; (d) trademarks, trade names, service marks, logos, trade dress, goodwill and domains (**"Trademarks"**); (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired. **Cato Network** - shall mean the network inside of Cato border routers.

Confidential Information -shall mean all information (however recorded, preserved or disclosed) disclosed by one party (the "Disclosing Party") or its employees, officers or representatives (together, the "Representatives") to the other party (the "Recipient") and that party's Representatives:

(a) in connection with the SASE Services;

(b) the existence and terms of this Schedule and the Order;

(c) any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, plans, intentions, specifications, formulas, prototypes, computer programs (source and/or object code) and any and all records, data, ideas, methods, techniques, processes and projections, plans, marketing information, materials, financial statements, memoranda, analyses, notes, legal documents and other data, documents and information (in whatever form), as well as improvements, patents (whether pending or duly registered) and any know-how related thereto, relating to the Disclosing Party and information learned by the Receiving Party from the Disclosing Party through the inspection of the Disclosing Party's property (including notes, analyses or other documents prepared by, or on behalf of, the receiving party which contain the information furnished to the receiving party pursuant hereto), that relates to Disclosing Party's products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or market opportunities of the Disclosing Party or of any Affiliate of the Disclosing Party and the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party or of any Affiliate of the Disclosing Party; but not including any information that:

a is or becomes generally available to the public other than as a result of its disclosure by the Recipient or its Representatives in breach of this agreement or of any other undertaking of confidentiality addressed to the party to whom the information relates; or

b was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party; or

c the parties agree in writing is not confidential or may be disclosed.

In addition to the above and for the avoidance of doubt "Confidential Information" of Cato shall include but not be limited to, all information and know-how in respect of the SASE Services and/or that are transferred to, or disclosed to Customer.

Customer Data - shall mean any information provided by Customer for data processing via SASE Services, as further defined in Cato's Data Processing and Privacy Agreement available at: https://www.catonetworks.com/cato-networks-data-processing-andprivacy-agreement/.

Order or Order Form shall mean any of Cato's service order forms, or if the SASE Service is subscribed through Uniti then the service order forms of Cato's authorized Partners, with respect to subscription of the SASE Service. The term **"Order"** also includes any applicable renewal, upgrade or upsell you make to increase or upgrade your Scope of Use (as hereinafter defined).

SASE Service shall mean (i) the Cato proprietary software as a service (SaaS), known as the Cato Cloud, (ii) any software and/or services that are delivered to Customer under the Order on behalf of Cato or any software that is provided with the Equipment; (iii) all revisions, corrections, modifications, enhancements, improvements and/or updates and upgrades to the foregoing, and (iv) all related documentation included in the package and/or placed on Cato's World Wide Web site. SASE Services shall include the definition of Equipment where it is combined as a part of the SASE Service.

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2. **Delivery**. Delivery dates for equipment provided as part of the SASE Service (hereinafter, the "Equipment") are estimates only and are not of the essence.

3. **Scope of Use**. Your Order will specify your authorized scope of use for the SASE Service, which may include: (a) the bandwidth volume per site; (b) the number of mobile users; and (c) other restrictions (as applicable, the "Scope of Use").

4. **Use of the SASE Service with Cato Networks Services and Equipment**. Customer may install any Equipment solely for the purposes of accessing and using the SASE with Cato Networks Service during the Term of the Agreement. Any equipment owned and installed by Uniti as part of the SASE with Cato Networks Service remains the property of Uniti; Customer may not sell, lease, abandon or give away the Equipment, allow anyone other than Uniti or its third-party vendor to service the Equipment, or allow any third party to use the Equipment, other than on Customer's behalf in connection with its use of the SASE with Cato Networks Service. Customer agrees not to disable or defeat any capacity-limiting feature of the Equipment, or otherwise use the Equipment at a greater capacity rate than the rate contracted-for. Further, Customer agrees not to use the Equipment with any unsupported hardware or software or use the SASE with Cato Networks Service other than as prescribed by this Agreement and any supporting documentation or for any unlawful purpose.

5. **Customer Obligations and Limitations.** Customer will designate the Authorized Users, including the creation of usernames and passwords for such Authorized Users. Customer is solely responsible for maintaining the status of its Authorized Users and for all the activity of such Authorized Users and their use of the Account. Customer and its Authorized Users will maintain the confidentiality of all usernames, passwords, access, and account information under their control. Except to the extent caused by Cato's breach of this Agreement, including its obligations under Section 6 herein below (Confidential Information), Cato is not responsible for unauthorized access to the Account. Customer will contact Cato promptly if (i) Account information is lost, stolen, or disclosed to an unauthorized person; (ii) Customer reasonably believes that the Account has been compromised, including any unauthorized access, use, or disclosure of account information; or (iii) any other breach of security in relation to its passwords, usernames, access information, or Cato's SASE Service that may have occurred or is reasonably likely to occur.

   In addition to the restrictions set out in Section 8 of Uniti's Service Terms and Conditions (**Uniti-Provided Software**) of the Agreement, Customer shall not (and shall not allow any third party to) (i) copy, reproduce, sell, license (or sub-license), lease, loan, assign, transfer, or pledge the SASE Services or any part thereof, or otherwise permit any third party to do any of the foregoing; (ii) modify, copy, display, disassemble, decompile, reverse engineer, revise or enhance or republish or create any derivative works or otherwise merge or utilize all or any part of the SASE Services with or into any third party materials or components or attempt to access or discover the Service's source code; (iii) place the SASE Service onto a server so that it is accessible via a public network or use the SASE Service for timesharing or for service bureau purposes; (iv) ship, transfer, or export the SASE Service or any component thereof or use the SASE Service in any manner prohibited by law, including without limitation to, sell, distribute, export or download SASE Services into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Lebanon or Syria, or otherwise in violation of any export or import restrictions, laws or regulations of the U.S. or Israel or any foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any prohibited country or on any prohibited party list; (v) contest Cato's Intellectual Property Rights to the Cato IPR; (vi) use the Service that is installed on or embedded or included in any Equipment on any server or hardware other than the Equipment as delivered by Cato or its Partner; (vii) remove or add any labels, notices or logos to the SASE Services, (viii) perform any act or be responsible to any omission that is illegal, including, without limitation, those enforcing censorship, privacy, government authority restrictions, or by accessing any blocked services, or in Cato's discretion otherwise jeopardizes, destabilizes, interrupts or encumbers the SASE Services and/or Cato's Network or their servers and/or has a detrimental impact on Cato and/or Cato IPR and/or Cato's Network; (ix) transmit or upload any spam, viruses, spyware or other harmful, infringing, obscene, threatening, libelous, illegal, disruptive or destructive content, messages or files, or send or store worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (x) access any SASE Service and/or its servers through or use with the SASE Services any unauthorized means, services or tools, including, without limitation, any data mining, robots, or similar automated means or data gathering and extraction tools, including, without limitation, in order to extract for re-utilization of any parts of the SASE Services; (xi) use the SASE Service for any purpose other than as permitted by this Agreement, including all Orders; (xii) directly or indirectly conduct any penetration testing (including to users' systems, network and/or servers) through or using the SASE Services and/or their respective connectivity or networks, unless (a) Customer performs such testing to their own systems and applications through no use of the SASE Service; (b) Customer notifies Cato about it 30 days in advance and in writing and (c) it is done solely as part of its legal and obligatory auditing processes to assure the operation of the SASE Service, or for its internal security verification requirements. Whether Customer has violated any of the limitations set forth in this Section shall reside within Cato's sole discretion. If Cato determines a violation has occurred, Cato shall notify Customer of the violation and Customer shall be required to cease the violation immediately. Cato may also determine in its sole discretion whether to suspend or block the Customer Account. Cato shall use such remedy if and when such violation represents an imminent threat to Cato's Network or if so directed by a court of competent authority. In such cases Cato will: (i) suspend the Account only to the extent reasonably necessary to prevent any harm to Cato's Network; (ii) use its reasonable efforts to promptly contact Customer and give Customer the opportunity to promptly change the configuration of its server(s) accordingly and/or work with Customer to promptly resolve the issues causing the suspension of the Account; and (iii) reinstate any suspended part of the Account immediately after any issue as above-mentioned has been resolved,

provided if Cato determines that any such violation was willful or is unable to be adequately remedied, it may immediately terminate this Agreement and/or any impacted Order without penalty upon notice to Customer.

Customer is solely responsible for acquiring and maintaining all of the hardware, software and services necessary to access and make use of the SASE Services, including paying all fees and other costs related to internet access. Customer shall use the SASE Services in accordance with the Cato's SASE Service documentation made available and/or provided by Cato, and as may be updated form time to time, and in compliance with the applicable operating instructions and all applicable laws and regulations and for no purpose other than as specifically authorized in the SASE Service documentation, including without limitation, Customer shall not use the SASE Service for the purpose of circumvention of government censorship, laws or regulations.

Customer is solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data. Customer will enable and permit Cato (and/or its third party contractors) to process Customer Data, which includes network traffic including traffic data and URL(s), IP address(es) used in connection therewith to support the Services, all in accordance with Cato's Data Processing and Privacy Agreement available at: http://www.catonetworks.com/cato-networks-data-processing-and-privacy-agreement; (the "Cato's Data Processing Agreement") and Cato's Privacy Policy located at: http://www.catonetworks.com/privacypolicy (the "Privacy Policy").

Customer will comply with all applicable privacy laws and regulations (including all registration and notice requirements), inclusive of the Cato Data Processing Agreement and the Privacy Policy; and Customer will obtain all applicable consents required by law for data processing by Cato of personal information submitted by Customer, if any.

6. **CONFIDENTIAL INFORMATION -** The Recipient agrees and acknowledges that all Confidential Information it obtains from the Disclosing Party constitutes the confidential property of the Disclosing Party if it is identified as confidential at the time of disclosure or should be reasonably known by the Recipient to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. The Cato SASE Services, pricing, technical information and other code, data, business or financial information of any type (including, without limitation, Cato's plans for new or enhanced products and services) provided by Cato will be deemed trade secret and Confidential Information of Cato without any marking or further designation.

   The Receiving Party may use or make copies of the Confidential Information of the Disclosing Party only to the extent reasonably necessary for purposes of this Agreement. The sharing of Confidential Information hereunder shall be "as is" without warranty and conveys to the Receiving Party no rights in or to such Confidential Information. The Receiving Party will protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own similar information, but in no event using less than a reasonable standard of care. The Receiving Party will restrict access in the Confidential Information to those of its personnel (including such personnel employed by its Affiliates, contractors, agents and legal and financial professionals) and subcontractors engaged in the performance, management, receipt or use of the SASE Service under this Agreement, or otherwise necessary in connection with its performance of all obligations under this Agreement, provided that such parties are bound by obligations of confidentiality at least as restrictive as the terms of this Agreement.

   Notwithstanding the above provisions of this Section 6, a party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permissible to do so if: a.) it gives the other party as much notice in writing of this disclosure as possible; b.) to the extent required to disclose, discloses only that portion of the Confidential Information legally required; and c.) where notice of disclosure is not prohibited by law, and is given in accordance with this Section 6, it provides reasonable cooperation upon the Disclosing Party's request in either disputing the request or seeking an appropriate protective order, or similar relief, to the protect the disclosure of such Confidential Information.

   Receiving Party will return or destroy the Disclosing Party's Confidential Information in its possession upon request by the Disclosing Party, and upon the expiration or other termination of this Agreement, provided the Receiving Party may retain the Confidential Information of the Disclosing Party by agreement or if required under applicable law. Each party may retain copies of the other party's Confidential Information required for compliance with its recordkeeping or quality assurance requirements (subject to the terms of this Agreement and all confidentiality requirements herein for the length of such retention).

   The Recipient acknowledges that disclosure of Confidential Information would cause substantial harm to the Disclosing Party that could not be remedied by the payment of damages alone and therefore that upon any such disclosure by the Recipient will be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

7. **Wireless Overages**. Uniti will provide pooled wireless capacity to customers that select cellular wireless service as a secondary access method or primary access method. Customer will be charged for usage in excess of such pooled capacity at the rates described in Customer's proposal. Such overages will be billed in arrears and may be charged up to twelve (12) months after the overage occurs.

8. **No Life Support**. The SASE with Cato Networks Service is not designed, intended, authorized or warranted for use or inclusion in life support, nor in life endangering applications where failure or inaccuracy might cause death or personal injury. Any such use or

inclusion by Customer is solely at Customer's own risk, and Customer shall indemnify Uniti and hold Uniti harmless from all resulting or related costs, loss, liability, and expenses (including without limitation court and reasonable attorneys' fees).

9. **Use of Customer Data**. Customer acknowledges that Uniti has engaged third party vendors to supply components of the SASE with Cato Networks Service. Customer agrees that solely for the purposes of rendering the SASE with Cato Networks Service, such thirdparty vendors may use, on an aggregated, non-individually identifiable basis, all information regarding networking characteristics, usage, performance and related data involved in this use of the SASE with Cato Networks Service.

10. **No Proprietary Rights**. Except as explicitly set forth elsewhere in the Agreement, Customer does not acquire any rights in or license to any component of the SASE with Cato Networks Service or any intellectual property rights thereto. In addition to the restrictions set out in Section 8 of Uniti's Service Terms and Conditions (**Uniti-Provided Software**) of the Agreement, Customer shall not, and shall not encourage any third party to, remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of Uniti or its third-party vendors providing components of the SASE with Cato Networks Service affixed or contained on or within any Equipment.

11. **Changes**. Customer acknowledges that Uniti or its third-party vendor may change the SASE with Cato Networks Service and/or Equipment, either by physical replacement or by remote changes to any software or firmware provided as part of the SASE with Cato Networks Service, at any time. Uniti and its third-party vendors will use commercially reasonable efforts to ensure such changes do not detrimentally impact the SASE with Cato Networks Service.

12. **True up.** During the Subscription Term, Customer cannot exceed its Scope of Use, as such Scope of Use was defined in the original Order, and Cato shall be committed to provide only the purchased Scope of Use per site. Should for any reason Customer's needs exceed this Scope of Use, additional Scope of Use must be purchased for the remainder of the applicable Subscription Term. If Customer attempts to exceed the bandwidth volume per site and/or the number of mobile users, as such capacity was defined in the applicable Order, Customer shall not be granted the additional capacity and shall not be charged for any additional capacity unless Customer agrees to purchase such additional capacity through an Order.

13. **Limited Warranty - Equipment**. Uniti will provide Equipment as part of the SASE with Cato Networks Service. This equipment may or may not be from a third-party vendor. The following limited warranty shall apply to such Equipment only:

    UNITI WARRANTS THAT THE EQUIPMENT SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP (THE "EXCLUSIVE WARRANTY") DURING THE TERM OF AN ACTIVE SERVICE AGREMENT FOR THE SASE WITH CATO NETWORKS SERVICE. WITH RESPECT TO THE EQUIPMENT, THE EXCLUSIVE WARRANTY SHALL APPLY ONLY TO THE EXTENT IT HAS BEEN INSTALLED, USED AND MAINTAINED IN THE CONDITIONS SPECIFIED IN THE AGREEMENT AND SUPPORTING DOCUMENTATION, IN ABSENCE THEREOF, AT LEAST IN CONDITIONS CONSISTENT WITH GENERALLY ACCEPTED PRACTICES FOR THIS TYPE OF PRODUCT; AND NOT BEEN SUBJECT TO ANY UNAUTHORIZED MODIFICATION OR REPAIR OR ATTEMPTS THERETO; AND NOT BEEN CONNECTED TO OR USED IN COMBINATION WITH OTHER INCOMPATIBLE EQUIPMENT OR SYSTEMS. IF ANY EQUIPMENT FAILS TO MEET THE EXCLUSIVE WARRANTY, THEN UPON CUSTOMER'S WRITTEN REQUEST TO UNITI, UNITI SHALL, AT UNITI'S SOLE OPTION AND EXPENSE, PROMPTLY EITHER REPAIR OR REPLACE THE EQUIPMENT IN QUESTION. THE REMEDIES SPECIFIED IN THIS SECTION SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND UNITI'S SOLE AND EXCLUSIVE LIABILITY FOR EQUIPMENT AND UNITI'S BREACH OF THE EXCLUSIVE WARRANTY HEREUNDER.

    ASIDE FROM THIS LIMITED WARRANTY FOR EQUIPMENT, UNITI MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WHICH MAY BE IMPLIED OR OTHERWISE CREATED BY OPERATION OF LAW INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF UNINTERRUPTED OR ERROR-FREE USE OR OPERATION, AND MERCHANTABILITY, NON- INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.