PRODUCT SPECIFIC TERMS

Updated: December 16, 2025

1. **PARALLELS REMOTE APPLICATION SERVER (RAS)**

    1.1. **Definitions**. For the purposes of this Section 1 of the Product Specific Terms only, the following definitions apply:

    A. "**Authorized Concurrent User**" means an Authorized User who is an (i) Authorized Internal User and/or (ii) Authorized External User.

    B. "**Authorized External User**" means an end user of an End Client who, for the purposes of using the Customer Applications, accesses the Server Software simultaneously with other end users of the End Client, by means of the Client Software or by any other means through the establishment of one or multiple connections.

    C. "**Authorized Internal User**" means an end user who is an employee or consultant of Customer or its Affiliate and who, for the purposes of using the Integrated Application, accesses the Server Software simultaneously with other employees and/or consultants of the Customer or its Affiliate, by means of the Client Software or by any other means through the establishment of one or multiple connections, subject to the limit of licenses for Authorized Concurrent Users associated with the License Key.

    D. "**Customer Servers**" means physical or virtual servers owned, managed, or controlled by Customer and/or its Affiliates.

    E. "**Client Software**" means the Parallels' proprietary software application that Parallels makes available online for Authorized Concurrent Users: (i) as a gateway on a web browser, where upon registering and providing their log in credentials, such Authorized Concurrent Users can remotely access and virtually run the Integrated Applications on their personal computers or devices, or (ii) as a platform specific application for downloading and installation on personal computers or other devices where upon such downloading and installation, such Authorized Concurrent Users can remotely access and virtually run the Integrated Applications, or (iii) through any other means of technology, communication and/or connection hereafter developed that allows such Authorized Concurrent Users to remotely access and virtually run the Integrated Applications on their personal computers or devices.

    F. "**Customer Applications**" means the Customer owned or licensed software applications that are being enabled for remote access by Authorized External Users by means of the Client Software.

    G. "**Data Center**" means any infrastructure that houses computer servers, telecommunications and storage systems with a secure dedicated physical or virtual space which Customer uses to deploy its Integrated Applications.

    H. "**Farm**" means a collection of remote desktop services or logical grouping of objects for the purposes of centralized management whether these relate to virtual or physical machines which an Administrator may create, manage, control, assign for one or more Customers and configure, on the Management Console, and which the Administrator can use to deploy and deliver the Integrated Application to Authorized Concurrent Users.

    I. "**Integrated Application**" means any of Customer's owned or licensed software products, platforms, services, and applications which Customer makes available for remote access to its Authorized Internal Users.

    J. "**Internal License**" shall have the meaning set forth in Section 1.2(B).

K. **"Management Console"** means the Server Software interface for Administrators to use, create, configure, manage, and run the Farms.

L. **"Parallels RAS"** means the executable, object code version of Parallels' Remote Application Services computer program, including any updates or upgrades that Parallels provides to Customer as part of any Support Services. "Parallels RAS" is comprised of a Server Software portion and a Client Software portion.

M. **"RAS Server Software"** means that portion of Parallels RAS located on physical or virtual servers to which Client Software connects and that allows Authorized Concurrent Users to remotely access and virtually run the Integrated Applications on their devices.

N. **"Solution"** means any of Customer's: (a) application service provider (ASP), managed services, and/or hosting services or (b) Customer Applications.

O. **"SPLA License"** shall have the meaning set forth in Section 1.2(C).

1.2. License.

A. **License Types.** As specified on the Order Form and/or License Certificate, Customer may license Parallels RAS (i) as a SPLA License and/or (ii) an Internal License. Certain terms may apply to SPLA Licenses or Internal Licenses only as specified herein.

B. **Internal License Grant.** Subject to the terms and restrictions under this Agreement, Parallels grants Customer during the Term, the following revocable, non-exclusive, non-transferable, non-sublicensable, subscription or perpetual based (as set forth on the Order Form and/or License Certificate) right and license to:
   (i)   install, run, and use the RAS Server Software, on any number of Customer Servers and/or any Data Center that Customer or a third party owns, manages or controls;
   (ii)   deploy its Integrated Application on a Customer Server and/or a Data Center for hosting, remote access availability and use online through Parallels RAS for use by its Authorized Internal Users only;
   (iii)   use the License Key solely for activating a Farm, carrying out the actions set out under Section 1.2(E) and issuing Sublicense Keys;
   (iv)   allow a limited number of Authorized Internal Users (as per the Order Form and/or License Certificate) to install and use the Client Software on personal computers or other devices to enable such Authorized Internal Users to remotely access and run the Integrated Application;
   (v)   make a reasonable number of copies of the RAS Server Software and Client Software as necessary in support of the rights set out in this Section;
   (vi)   issue one or more Sublicense Keys subject to the restrictions set out under Section 1.2(E); and
   (vii)   access the Administrative Privileges and control over the Management Console of the RAS Server Software, through its Administrator, to exercise the rights under this subsection (B) (collectively, the "**Internal License**").

C. **SPLA License Grant.** Subject to the terms and restrictions under this Agreement, Parallels grants Customer during the Term, the following revocable, non-exclusive, non-transferable, non-sublicensable, subscription based right and license to:
   (i)   install, run, and use the RAS Server Software, on any number of Customer Servers and/or any Data Center that Customer or a third party owns, manages or controls;

(ii)　　deploy its Solution on a Customer Server and/or a Data Center for hosting, remote access availability and use online through Parallels RAS;

(iii)　allow an unlimited number of Authorized External Users to access and use the Client Software on personal computers or other devices to enable such Authorized External Users to remotely access and run the Customer Applications;

(iv)　allow a limited number of Authorized Internal Users (not to exceed the limits set forth below) to install and use the Client Software on personal computers or other devices to enable such Authorized Internal Users to remotely access and run the Customer Applications;

(v)　　make a reasonable number of copies of the RAS Server Software and Client Software as necessary in support of the rights set out in this Section;

(vi)　in accordance with and subject to Section 1.2(F) below, grant Sublicenses (as defined below) to End Clients as necessary for such End Clients to use Parallels RAS; and

(vii)　access the Administrative Privileges and control over the Management Console of the RAS Server Software, through its Administrator, to exercise the rights under this subsection (C) (collectively, the "**SPLA License**").

Customer further acknowledges and understands that the primary purpose of a SPLA License is to allow End Clients and their Authorized External Users the receipt of and remote access to the Solution through use of Parallels RAS. Customer may provide access to and use of the Solution by Authorized Internal Users under the SPLA License, but the number of Authorized Internal Users shall not exceed the lesser of (i) ten percent (10%) of the total number of Authorized Concurrent Users or (ii) twenty (20) Authorized Internal Users. If Customer requires more Authorized Internal Users then set forth in the preceding sentence or to use Parallels RAS solely or predominantly for its own internal business use, then Customer shall license Parallels RAS under an Internal License.

D. Restrictions.

(i)　　For Internal Licenses, Customer may, as and when necessary and solely for its own internal business purposes, allow one or more Administrators to create, access and have control over one or more Farms on the Management Console. In granting such access and control, Customer shall prevent and shall procure that its Administrators prevent any unauthorized access to any Key or any other proprietary or Confidential Information pertaining to Parallels RAS that may be available on the Management Console or accessible therefrom. Customer shall, and shall ensure that its Administrators, only issue Sublicense Keys to the extent necessary for: (i) delegating and/or segregating some of the Administrative Privileges to one or more Administrators, (ii) using the Sublicense Key to activate one Farm, and (iii) monitoring and controlling Customer's internal usage of Parallels RAS within its organizational departments by Authorized Internal Users.

(ii)　For SPLA Licenses, Customer may, as and when necessary, solely for the purposes of delivering the Solution, grant End Clients access to and control over one or more Farms on the Management Console. In granting such access and control, Customer shall ensure and shall procure that its Administrator ensures, that End Clients do not obtain any: (i) Administrative Privileges other than is otherwise technically necessary to run, configure and manage a Farm, and (ii) any access to the License Key(s), any Sublicense Key or any other proprietary or Confidential Information pertaining to the Parallels' Products that may be available on the Management Console or accessible therefrom.

E. Sublicenses for Internal Licenses. Customer shall, and shall ensure that its Administrators, only issue Sublicense Keys to the extent necessary for: (i) delegating and/or segregating some of the Administrative Privileges to one or more Administrators, (ii) using the Sublicense Key to activate one Farm, and (iii) monitoring and controlling Customer's internal usage of Parallels RAS within its organizational departments by Authorized Internal Users.

F. **Sublicenses for SPLA Licenses.** Customer may use the License Key to create Sublicense Keys for sublicensing the use of Parallels RAS as set out in this Section 1.2(F) ("**Sublicenses**"). Customer may Sublicense the use of Parallels RAS to End Clients but again solely for the purpose of making its Solution accessible. Under such Sublicenses, Customer may control and monitor the number of End Client's Authorized External Users, allow End Clients to view and monitor the Farm(s) usage and to view Administrators of Customer whom Customer has named in Parallels MyAccount. In all cases, all Sublicenses shall be subject to the following conditions: (i) any terms of a Sublicense that the Customer agrees to with its End Client must be consistent with the terms and conditions of this Agreement; (ii) Customer shall be responsible to Parallels for any and all actions of its End Clients in respect of Parallels RAS; (iii) any act or omission by an End Client that would be a breach of this Agreement had it been performed (or not performed) by Customer shall be treated as a breach of this Agreement by Customer; (iv) Customer retains and does not share with End Client, any Authorized External User or any other party, the License Key(s) or any information pertaining thereto (including any Confidential Information), and, (v) Customer prevents End Client from using any Sublicense Keys or any Administrative Privileges, or from sharing the same with any other party. Upon request, Customer will provide Parallels a copy of any written terms of any Sub-license if available, at Customer's option to be reasonably redacted, to permit Parallels to assess the End Client's compliance with the terms and conditions of this Agreement. Customer shall remain primarily responsible to Parallels for its obligations, including payment obligations under this Agreement. Strictly for the purposes of granting the Sublicenses under this Section 1.2(F), Customer shall be entitled to create from its License Key as many Sublicense Keys as necessary for its End Clients. Customer acknowledges and agrees that the right to create Sublicense Keys is personal to it and that no End Client shall be allowed to create or distribute any Sublicense Key except with the prior written permission of Parallels.

G. **Use of Parallels RAS on Third-Party Cloud Platform**. Customer is fully and solely responsible for the use of Parallels RAS that is installed and used on Data Centers operated by a third party cloud computing platform provider ("**Third-Party Hosting Provider**"). Parallels shall have no responsibility or liability whatsoever for such hosting services or any action or omission by such Third-Party Hosting Provider. Parallels makes no guarantees or warranties with respect to delivery time, functionality, security, reliability or availability of any hosting services provided by a Third-Party Hosting Provider.

H. **Customer Systems and Networks**. Except as expressly stated herein, this Agreement does not grant any license in or to any software other than the Package, and Customer is responsible, at its sole cost and expense, for:
   (i)   obtaining, deploying, and maintaining all computer hardware, software, modems, routers, and other communications equipment necessary for Customer to install and use Parallels RAS and Authorized Concurrent Users to install and use the Client Software;

   (ii)   contracting with third-party internet service providers, telecommunications, and other service providers for any required internet or telecommunication services; and

   (iii)   paying all third-party fees and access charges incurred in connection with the foregoing. Parallels shall not be responsible for supplying any hardware, software, or other equipment to Customer under this Agreement.

1.3. **True-Up.** Upon Parallels' request, Customer shall provide documentation as reasonably required by Parallels to monitor Customer's use and compliance with this Agreement, including the number of Authorized Concurrent Users utilizing Parallels RAS and a breakdown of the number of Authorized Internal Users versus the number of Authorized External Users (if applicable). If Parallels determines that the number of Authorized Internal Users equals or exceeds more than ten percent (10%) of the total Authorized Concurrent Users accessing or using Parallels RAS under a SPLA License ("**Additional Users**"), Parallels has the right to invoice Customer for the Additional Users at Parallels'

standard list prices for an Internal License for Parallels RAS. Such invoices will be due net thirty (30) days from the date of the invoice. Upon payment, Additional Users shall be deemed Authorized Concurrent Users under this Agreement and for any renewals. If Customer fails to pay such invoice by the due date, Parallels has the right to disable access to Parallels RAS after 7 calendar days, rendering any use of Parallels RAS impossible. Customer may dispute the Additional Users count by providing reasonable documentation to Parallels prior to the due date of the invoice and Parallels and Customer shall work in good faith to resolve such dispute.

2. PARALLELS DAAS

2.1. Definitions. For the purposes of this Section 2 of the Product Specific Terms only, the following definitions apply:

A. "**Access Services**" mean the infrastructure components of Parallels DaaS which are deployed and hosted on the Resource Location, in accordance with the terms herein and the Documentation.

B. "**Authorized Named User**" means an Authorized User whom Customer's Administrator registers in the Parallels DaaS Management Portal and/or whom Parallels DaaS identifies as registered in the Parallels DaaS Management Portal during the course of any calendar month and who is an identifiable individual whom Customer authorizes or allow to access or use the Parallels Client – regardless of whether the individual is actively accessing Parallels DaaS Software, and regardless of the number of simultaneous logins from such individual to the Parallels Client at any given time.

C. "**Customer Content**" means Customer's owned or licensed software applications, content and materials, which are being made available for remote access and use by Authorized Named Users via Parallels DaaS, and all electronic data, information, and/or applications (including Resources and Third-Party Technologies but excluding Parallels DaaS) which an Authorized Named User utilizes, uploads, processes, or stores in the Resource Location.

D. "**Device**" means the device (e.g. laptop, tablet, PC, mobile phone) on which the Parallels Client is installed (if such installation is made available by Parallels), or device with a compliant web browser (per the Documentation) capable of launching the Parallels Client.

E. "**Internal License**" shall have the meaning set forth in Section 2.2(B).

F. "**Organization**" means one or more virtual machines/appliances and configurations pertaining to Customer Content and Resource Location which are administered through the same web interface, which an Administrator activates, configures, manages and controls for Customer or Customer's end customer (as applicable) from the Parallels DaaS Management Portal, and, which the Administrator can use to deliver access to Customer Content on the Resource Location from the Parallels DaaS Management Portal via the Access Services.

G. "**Parallels Client**" means the client facing portion of the Parallels DaaS Software made available by Parallels for web-based access or download and installation (to the extent Parallels make this available) by Customer and/or Authorized Named Users on, and/or which is accessible via a compatible web browser (per the Documentation) to Authorized Users from an end user Device.

H. "**Parallels DaaS**" means a cloud-native Desktop as a Service (DaaS) solution which provides applications and desktops to users to access from any device, including the Parallels DaaS Management Portal, Parallels Client, Parallels Cloud Desktop, and Parallels' proprietary virtualized pool of resources, functionalities, operating features, storage, databases, networking, analytics, and artificial intelligence deliverable over the internet as a subscription-based desktop as a service and as more particularly described in the Documentation.

I. "**Parallels DaaS Management Portal**" means the Management Portal for Parallels DaaS available at https://daas.parallels.com/Admin or any other site as identified in the Documentation.

J. "**Parallels DaaS Software**" means the online software applications provided by Parallels as part of Parallels DaaS.

K. **"Professional Services"** mean the services provided by Parallels' Personnel, as further described in an Order Form or under a Statement of Work.

L. **"Resources"** mean the online services subject to a Resource Agreement that Customer makes available on the Resource Location for use by Authorized Named Users.

M. **"Resource Agreement"** means the agreement(s) between Customer and the third-party provider or licensor of the Resources used to grant a right for use of the applicable Resources.

N. **"Resource Location"** means a collection of third-party resources on which some or all of Customer Content is deployed.

O. **"SPLA License"** shall have the meaning set forth in Section 2.2(C).

P. **"Statement of Work"** means a document that references this Agreement, defines the project to be completed for Customer, scopes out the services and work Parallels' Personnel would be undertaking for such project, confirms the fees payable for such work and is signed by Parallels and Customer's authorized representatives.

Q. **"User Credentials"** means the login details, usernames, user email addresses, passwords, access and use privileges which Customer or Customer's Administrator create for the Authorized Named Users to enter in Parallels Client for accessing the Resource Location and which may include Resources account credentials.

R. **"User Session"** means the session of activity that an Authorized Named User spends after logging into the Resource Location via entering their User Credentials in the Parallels Client and connecting to Customer Content via the Access Services.

2.2. License to Use Parallels DaaS.

A. **License Types**. As specified on the Order Form and/or License Certificate, Customer may license Parallels DaaS (i) as a SPLA License and/or (ii) an Internal License. Certain terms may apply to SPLA Licenses or Internal Licenses only as specified herein.

B. **Internal License Grant.** Subject to the terms and restrictions under this Agreement, Parallels grants Customer during the Term the following revocable, non-exclusive, non-transferable, non-sublicensable, subscription based right and license to:
  (i) access and use Parallels DaaS solely for Customer's internal business purposes by its Authorized Named Users who are Customer's or its Affiliates' employees, officers or agents in accordance with this Agreement;
  (ii) use the License Key to activate Parallels DaaS and issue Sublicense Keys subject to the restrictions set out under Section 2.2(D);
  (iii) create Resource Locations on the Parallels DaaS Management Portal; and
  (iv) access the Administrative Privileges and control over the Parallels DaaS Management Portal, through its Administrator, to exercise the rights under this subsection (B) (collectively, the "**Internal License**").

C. **SPLA License Grant**. Subject to the terms and restrictions under this Agreement, Parallels grants Customer during the Term, the following revocable, non-exclusive, non-transferable, non-sublicensable, subscription based right and license to:

(i)   use the License Key to activate Parallels DaaS and issue Sublicense Keys subject to the restrictions set out under Section 2.2(E);

(ii)   allow access and use of Parallels DaaS by Customer's End Clients and their Authorized Named Users (subject to the Authorized Limits) for remote access to Customer Content on Customer's Resource Location or the Resource Locations of its End Clients from the Parallels DaaS Management Portal;

(iii)   grant Sublicenses (as defined below) to its End Clients if such End Clients want to use the Parallels DaaS Management Portal to gain access to Customer Content on Customer's Resource Location or the Resource Locations of those End Clients; and

(iv)   access the Administrative Privileges and control over the Parallels DaaS Management Portal, through its Administrator, to exercise the rights under this subsection (C) (collectively, the "**SPLA License**").

Customer further acknowledges and understands that the primary purpose of a SPLA License is to allow End Clients and their Authorized Named Users the receipt of and remote access to the Customer Content through use of Parallels DaaS. Customer may provide access to and use of the Parallels DaaS by Authorized Named Users of Customer under the SPLA License, but the number of Authorized Named Users of Customer shall not exceed the lesser of (i) ten percent (10%) of the total number of Authorized Named Users or (ii) twenty (20) Authorized Named Users of Customer. If Customer requires more Authorized Named Users of Customer then set forth in the preceding sentence or to use Parallels DaaS solely or predominantly for its own internal business use, then Customer shall license Parallels DaaS under an Internal License.

D. **Sublicense Key Use and Restrictions for Internal Licenses.** For Internal Licenses only, Customer may use the License Key and allow Administrators to use the License Key to issue and use Sublicense Keys (to the extent Parallels make such issuance of such Sublicense Keys available) solely for: (i) delegating and/or segregating some of the Administrative Privileges to one or more Administrators, (ii) activating Organizations for use within Customer's organizational departments, and (iii) monitoring and controlling Customer's internal use of the Parallels DaaS Software within Customer's organizational departments by Authorized Named Users. Customer shall not and shall ensure that the Administrators do not share the License Key, Administrative Privileges or Sublicense Keys with any Authorized Named Users (who are not Administrators) or any third party.

E. **Sublicense Key Use and Restrictions for SPLA Licenses.** For SPLA Licenses, Customer may use the License Key to create Sublicense Keys for End Clients (to the extent Parallels make such issuance of such Sublicense Keys available) (i) to allow such End Clients to use the Parallels DaaS Management Portal ("**Sublicenses**") to access Customer Content available to such End Clients; and (ii) to create an Organization for each End Client with each such Sublicense or Sublicense Key (if available). All permitted Sublicenses must be consistent with this Agreement and Customer shall remain responsible for all actions or omissions of Customer's End Clients. Upon request, Customer will provide Parallels a copy of any written terms of a Sublicense if available, at Customer's option reasonably redacted, to permit Parallels to assess the Customer's End Client's compliance with this Agreement.

2.3. **Availability.** Parallels provides access to and subscriptions for Parallels DaaS through a cloud computing platform provider(s) for hosting Parallels DaaS as determined at its sole discretion. Parallels will use commercially reasonable endeavors to make the Parallels DaaS available in accordance with the Documentation, except for: (a) planned maintenance carried out during a maintenance window communicated to Customer at least two weeks in advance; (b) unscheduled maintenance due to unavailability caused by circumstances beyond Parallels' reasonable control, including failure or delay of Customer's internet connection, misconfiguration by Customer or any

third party, issues on Customer's network, or telecommunications services contracted by or for Customer; or (c) unavailability as a result of the actions of third party providers.

2.4. User Credentials and Authorized Named Users. Customer shall not, and shall ensure that Authorized Named Users shall not, allow any User Credentials to be used by or assigned to more than one individual Authorized Named User. Customer shall ensure that no Authorized Named User may access, run and/or use Parallels DaaS from or on two or more Devices simultaneously at any given time. Should any Authorized Named Users access, run or use Parallels DaaS from two or more Devices simultaneously, Parallels may disable access from one of those Devices. Customer may reassign a User Credential in its entirety to another individual Authorized Named User, only if: (i) the original Authorized Named User's relationship with Customer or Customer's End Client (as applicable) has been terminated; (ii) the original Authorized Named User's relationship with Customer or Customer's End Client (as applicable) has been transferred to a non-licensed department, section or division within Customer's organization or that of Customer's End Client (as applicable); or (iii) Customer receives prior written consent from Parallels to reassign such User Credential (email to suffice).

2.5. Professional Services. Parallels may perform Professional Services as described in a separate Order Form or Statement of Work, which may identify additional terms or milestones for the Professional Services.

2.6. Resource Agreement. Subject to this Section, Customer is entitled to use the Resources in conjunction with Parallels DaaS to host Customer Content and give Authorized Named Users access to Customer Content on the Resource Location via Parallels DaaS. Customer hereby confirms that it will have a Resource Agreement in effect throughout the Term. Customer warrants and represents that Customer is properly licensed to use such Resources in conjunction with Parallels DaaS in such Resource Agreement. Parallels makes no warranty or representation whatsoever with respect to any Resources or any third party technology. Customer shall ensure that all Authorized Named Users have agreed to comply with the Acceptable Use Policy and the Resources end user license terms prior to the use of Parallels DaaS. Customer is solely responsible for its compliance with the Resource Agreement, the security of Customer's Resources and Customer's Resource Locations.

2.7. Use of Parallels DaaS. Customer has the right and obligation to configure, manage and monitor Parallels DaaS Software, Organization(s) and the Parallels DaaS Management Portal, consistent with the terms and conditions of this Agreement, through the access to and operation of the Parallels DaaS Management Portal. Administrators may, through the Parallels DaaS Management Portal, add and delete on the Parallels DaaS Management Portal Authorized Named User accounts, set and modify associated access and security policies, and activate and de-activate subscribed Parallels DaaS, as further described in the associated Documentation. Customer is responsible for:
   i.   creating User Credentials and accounts for those Authorized Named Users;
   ii.   administering the User Credentials and for all activities conducted under such User Credentials;
   iii.   Authorized Named Users' compliance with this Agreement and the Acceptable Use Policy;
   iv.   the content, accuracy, security, quality, accessibility, integrity, privacy, backup, and legality of Customer Content and of the means by which Customer acquired Customer Content;
   v.   preventing unauthorized access to or use of Parallels DaaS and notifying Parallels promptly of any such unauthorized access or use; and
   vi.   any Third-Party Technologies or any other third party products or services used or subscribed by Customer in connection with Parallels DaaS.

Customer must ensure that Authorized Named Users download onto or launch the Parallels Client from appropriate Devices. Parallels reserves the right to suspend Customer's, and any Authorized Named User's access to, and use of, Parallels DaaS if Parallels determines, in its reasonable

discretion, that Customer (or any Authorized Named Users) are violating (or have violated) any of the provisions set forth in this Section. Failure to comply with this Section will constitute a material breach of this Agreement. In the event of any unauthorized access to Parallels DaaS, the Parallels DaaS Software, the Parallels DaaS Management Portal and/or Parallels MyAccount or unauthorized use of any Administrative Privileges, License Key, and/or Sublicense Key (as applicable), Customer shall promptly notify Parallels of such use, how it occurred and scope/extent of access to such information as well as what measures Customer has taken in accordance with security best practices including without limitation any remedies to stop the unauthorized use.

2.8. **Customer Content.** Customer is fully and solely responsible for all maintenance, management, availability, security, accuracy, quality, integrity, accessibility, privacy, backup, and legality with respect to Customer Content, as well as compliance with all applicable laws with respect to Customer Content. Customer will secure and maintain all rights in Customer Content necessary for Parallels to provide the Cloud Solution to Customer without violating the rights of any third party or otherwise imposing any obligation or liability on Us. Parallels is not responsible for any loss, change or alteration to Customer Content and does not and will not assume any obligations with respect to Customer Content other than as expressly set forth in this Agreement or as required by applicable Law. Parallels acquires no rights in nor is Parallels responsible for Customer Content under this Agreement, except to the extent necessary for Parallels to provide the Parallels DaaS to Customer. Customer further agree to comply with Parallels' Acceptable Use Policy with regards to the use of Customer Content. Except as may be required to provide Parallels DaaS, Customer acknowledges and agrees that Parallels' Personnel will not access or use, nor are they authorized to access or use, Customer Content. Notwithstanding Customer's deployment of the Access Services in a Resource Location, and notwithstanding anything else to the contrary in this Agreement, Customer Content accessed or processed during a User Session or at any other time remains isolated from Parallels DaaS and contained in the Resources which are used during the User Session. While the deployment and maintenance of the Access Services in the Resource Location is done automatically by the Parallels DaaS and Parallels may monitor Customer's use of the Access Services, such assistance and monitoring does not give Parallels any visibility of or control over Customer Content. While the Access Services facilitate the access to and flow of all data and information to and from Customer Content on the Resource Location, the Parallels DaaS Software does not capture or retain any of that data or information. Parallels' Personnel shall not attempt nor be required to access or use Customer Content other than as expressly permitted under this Agreement with respect to Usage Data. To the extent that Customer inadvertently exposes Parallels' Personnel to Customer Content, such as in the course of Parallels providing Support Services (e.g. troubleshooting through screen sharing), Customer Content which has been exposed shall not be retained, processed or used by Parallels or Parallels' Personnel and Customer shall limit such exposure to the minimum extent required for Parallels to render the requested service to Customer.

2.9. **Termination of Access to Customer Content.** Upon termination or expiration of a Term or this Agreement, Customer's access to the Resource Location through Parallels DaaS and Customer's use of Parallels DaaS and all associated configurations for such use will terminate rendering Customer Content inaccessible to Authorized Named Users. Customer agrees that it is Customer's responsibility to take appropriate measures to retain backup copies of Customer Content prior to termination or expiration of the applicable Term or this Agreement. Notwithstanding anything to the contrary in the foregoing, at Customer's request in conjunction with the termination or expiration of a Term or this Agreement, Parallels may assist Customer, at Customer's expense and in collaboration with the third-party provider or licensor of the Resources, with the administrative transfer of access to Customer Content through those Resources.

2.10. **Authorized Limits**. Where applicable, depending on the License type, if the peak number of Authorized Users exceeds the number of Authorized Named Users designated on the applicable Order Form or License Certificate (the "**Authorized Limit**"), Customer shall pay a fee per additional

Authorized Named User based on the peak number of Authorized Named Users during each month in accordance with then current pricing. Parallels or Reseller (as applicable) will invoice Customer the fees for the additional usage. Where Parallels invoices Customer, such invoices will be due net thirty (30) days from the end of the calendar month for which Customer is being invoiced. If Customer placed its Order Form via a Reseller, this Section shall not apply to Customer except to the extent that Customer separately signs a Statement of Work with Parallels, exceeds the Authorized Limit or requests an increase in the number of Authorized Named Users.

3. **PARALLELS BROWSER ISOLATION (PBI)**

   3.1. **Definitions**. For the purposes of this Section 3 of the Product Specific Terms only, the following definitions apply:

   A. "**Authorized Named User**" means an Authorized User whom Customer's Administrator registers in the PBI Management Portal and/or whom Parallels PBI identifies as registered in the PBI Management Portal during the course of any calendar month and who is an identifiable individual whom Customer authorizes or allows to access or use the Parallels Client – regardless of whether the individual is actively accessing the Parallels PBI Software.

   B. "**Browser Isolation Render Appliance**" means Parallels' proprietary software responsible for retrieving and facilitating Customer's interaction with web browsers to access Customer Content, which can either be provided as Server Software or Cloud Services.

   C. "**Customer Content**" means the software applications that have been approved and domains that have not been blocked by Customer and all associated data of such applications and domains, which are being made available for remote access and use by Authorized Named Users via PBI.

   D. "**Device**" means the device (e.g. laptop, tablet, PC, mobile phone) on which the Parallels Client is installed (if such installation is made available by Parallels), or device with a compliant web browser (per the Documentation) capable of launching the Parallels Client.

   E. "**Identity Providers**" means a third-party user identification service supported by Parallels (as set forth in the Documentation) utilized to provide identity authentication and authorization for Authorized Named Users and Administrators to use Parallels PBI.

   F. "**Internal License**" has the meaning set forth in Section 3.2(B).

   G. "**Organization**" means one or more virtual machines/appliances and configurations pertaining to Customer Content which are administered through the same web interface, which an Administrator activates, configures, manages and controls for Customer or Customer's End Client (as applicable) from the PBI Management Portal, and which the Administrator can use to deliver access to Customer Content from the PBI Management Portal.

   H. "**Parallels PBI**" or "**PBI**" means a cloud-native Software as a Service (SaaS) solution that allows end users to access web applications, including SaaS applications and other cloud-based applications, from a device using a web browser, including the PBI Management Portal, Parallels Client, Parallels' Browser Isolation Render Appliance, and Parallels' proprietary virtualized pool of resources, functionalities, operating features, storage, databases, networking, analytics, and artificial intelligence deliverable over the internet as a subscription-based service and as more particularly described in the Documentation.

   I. "**Parallels Client**" means the client facing portion of the Parallels PBI Software made available by Parallels for web-based access or download and installation (to the extent Parallels make this available) by Customer and/or Authorized Named Users on, and/or which is accessible via a compatible web browser (per the Documentation) to Authorized Users from an end user Device.

   J. "**PBI Management Portal**" means the Management Portal for PBI as available at pbi.parallels.com/owner and pbi.parallels.com/admin respectively or any other site as identified in the Documentation.

K. **"PBI Software"** means the online software applications provided by Parallels as part of PBI.

L. **"Professional Services"** mean the services provided by Parallels' Personnel, as further described in an Order Form or under a Statement of Work.

M. **"SPLA License"** has the meaning set forth in Section 3.2(C).

N. **"Statement of Work"** means a document that references this Agreement, defines the project to be completed for Customer, scopes out the services and work Parallels' Personnel would be undertaking for such project, confirms the fees payable for such work and is signed by Parallels and Customer's authorized representatives.

O. **"User Credentials"** means the login details, usernames, user email addresses, passwords, access and use privileges which Customer or Customer's Administrator create for the Authorized Named Users to enter in Parallels Client for accessing Customer Content.

P. **"User Session"** means the session of activity that an Authorized Named User spends after logging in via entering their User Credentials in the Parallels Client and connecting to Customer Content.

3.2. License to Use PBI.

A. **License Types**. As specified on the Order Form and/or License Certificate, Customer may license Parallels PBI (i) as a SPLA License and/or (ii) an Internal License. Certain terms may apply to SPLA Licenses or Internal Licenses only as specified herein.

B. **Internal License Grant.** Subject to the terms and restrictions under this Agreement, Parallels grants Customer during the Term, the following revocable, non-exclusive, non-transferable, non-sublicensable, subscription based right and license to:
  (i) access and use Parallels PBI solely for Customer's internal business purposes by its Authorized Named Users who are Customer's or its Affiliates' employees, officers or agents in accordance with this Agreement; and
  (ii) use the License Key to activate Parallels PBI and issue Sublicense Keys subject to the restrictions set out under Section 3.2(D);
  (iii) add Identity Providers on the PBI Management Portal; and
  (iv) access the Administrative Privileges and control over the PBI Management Portal, through its Administrator, to exercise the rights under this subsection (B) (collectively, the "**Internal License**").

C. **SPLA License Grant**. Subject to the terms and restrictions under this Agreement, Parallels grants Customer during the Term, the following revocable, non-exclusive, non-transferable, non-sublicensable, subscription based right and license to:
  (i) use the License Key to activate Parallels PBI and issue Sublicense Keys subject to the restrictions set out under Section 3.2(E);
  (ii) allow access and use of Parallels PBI by Customer's End Clients and their Authorized Named Users (subject to the Authorized Limits) for remote access to Customer Content from the PBI Management Portal;
  (iii) grant Sublicenses (as defined below) to its End Clients if such End Clients want to use the PBI Management Portal to gain access to Customer Content; and
  (iv) access the Administrative Privileges and control over the PBI Management Portal, through its Administrator, to exercise the rights under this subsection (C) (collectively, the "**SPLA**

License").

Customer further acknowledges and understands that the primary purpose of a SPLA License is to allow End Clients and their Authorized Named Users the receipt of and remote access to the Customer Content through use of Parallels PBI. Customer may provide access to and use of the Parallels PBI by Authorized Named Users of Customer under the SPLA License, but the number of Authorized Named Users of Customer shall not exceed the lesser of (i) ten percent (10%) of the total number of Authorized Named Users or (ii) twenty (20) Authorized Named Users of Customer. If Customer requires more Authorized Named Users of Customer then set forth in the preceding sentence or to use Parallels PBI solely or predominantly for its own internal business use, then Customer shall license Parallels PBI under an Internal License.

D. **Sublicense Key Use and Restrictions for Internal Licenses.** Customer may use the License Key and allow Administrators to use the License Key to issue and use Sublicense Keys (to the extent Parallels make such issuance of such keys available) solely for: (i) delegating and/or segregating some of the Administrative Privileges to one or more Administrators, (ii) activating Organizations for use within Customer's organizational departments, and (iii) monitoring and controlling Customer's internal use of the Parallels PBI Software within Customer's organizational departments by Authorized Users. Customer shall not and shall ensure that the Administrators do not share the License Key, Administrative Privileges or Sublicense Keys with any Authorized Named Users (who are not Administrators) or any third party.

E. **Sublicense Key Use and Restrictions for SPLA Licenses.** For SPLA Licenses, Customer may use the License Key to create Sublicense Keys for End Clients (to the extent Parallels make such issuance of such keys available) (i) to allow such End Clients to use the PBI Management Portal ("**Sublicenses**") to access Customer Content available to such End Clients; and (ii) to create an Organization for each End Client with each such Sublicense or Sublicense Key (if available). All permitted Sublicenses must be consistent with this Agreement and Customer shall remain responsible for all actions or omissions of Customer's End Clients. Upon request, Customer will provide Parallels a copy of any written terms of a Sublicense if available, at Customer's option reasonably redacted, to permit Parallels to assess the Customer's End Client's compliance with this Agreement.

3.3. **Availability.** Parallels provides access to and subscriptions for PBI through a cloud computing platform provider(s) for hosting PBI as determined at its sole discretion. Parallels will use commercially reasonable endeavors to make PBI available in accordance with the Documentation, except for: (a) planned maintenance carried out during a maintenance window communicated to Customer at least two weeks in advance; (b) unscheduled maintenance due to unavailability caused by circumstances beyond Parallels' reasonable control, including failure or delay of Customer's internet connection, misconfiguration by Customer or any third party, issues on Customer's network, or telecommunications services contracted by or for Customer; or (c) unavailability as a result of the actions of third party providers. This Section shall not apply to Browser Isolation Render Appliances that are Server Software.

3.4. **User Credentials and Authorized Named Users.** Customer shall not, and shall ensure that Authorized Named Users shall not, allow any User Credentials to be used by or assigned to more than one individual Authorized Named User. Customer may reassign a User Credential in its entirety to another individual Authorized Named User, only if:

i. the original Authorized Named User's relationship with Customer or Customer's End Client (as applicable) has been terminated;

ii. the original Authorized Named User's relationship with Customer or Customer's End Client (as applicable) has been transferred to a non-licensed department, section or division

within Customer's organization or that of Customer's End Client (as applicable); or

iii.   Customer receives prior written consent from Parallels to reassign such User Credential (email to suffice).

3.5. Professional Services. Parallels may perform Professional Services as described in a separate Order Form or Statement of Work, which may identify additional terms or milestones for the Professional Services.

3.6. Use of Parallels Browser Isolation. Customer has the right and obligation to configure, manage and monitor the Parallels PBI Software, Organization(s) and the PBI Management Portal, consistent with the terms and conditions of this Agreement, through the access to and operation of the PBI Management Portal. Administrators may, through the PBI Management Portal, add and delete Authorized Named User accounts, set and modify associated access and security policies, and activate and de-activate subscribed PBI service environments, as further described in the associated Documentation. Customer is responsible for:

  i.   Access and use privileges which Customer or Customer's Administrator may create for the Authorized Named Users and accounts for those Authorized Named Users;

  ii.   Administering the User Credentials and for all activities conducted under such User Credentials;

 iii.   Authorized Named Users' compliance with this Agreement and the Acceptable Use Policy;

 iv.   the content, accuracy, security, quality, accessibility, integrity, privacy, backup, and legality of Customer Content and of the means by which Customer acquired Customer Content;

  v.   preventing unauthorized access to or use of PBI and notifying Parallels promptly of any such unauthorized access or use; and

 vi.   any Third-Party Technologies or any other third party products or services used or subscribed by Customer in connection with PBI.

Customer must ensure that Authorized Named Users download onto or launch the Parallels Client from appropriate Devices. Parallels reserves the right to suspend Customer's, and any Authorized Named User's access to, and use of, PBI if Parallels determines, in its reasonable discretion, that Customer (or any Authorized Named Users) are violating (or have violated) any of the provisions set forth in this Section. Failure to comply with this Section will constitute a material breach of this Agreement.

In the event of any unauthorized access to Parallels PBI, the Parallels PBI Software, the PBI Management Portal and/or Parallels MyAccount or unauthorized use of any Administrative Privileges, License Key, and/or Sublicense Key (as applicable), Customer shall promptly notify Parallels of such use, how it occurred and scope/extent of access to such information as well as what measures Customer has taken in accordance with security best practices including without limitation any remedies to stop the unauthorized use.

3.7. Customer Content. Customer is fully and solely responsible for all maintenance, management, availability, security, accuracy, quality, integrity, accessibility, privacy, backup, and legality with respect to Customer Content, as well as compliance with all applicable laws with respect to Customer Content. Customer will secure and maintain all rights in Customer Content necessary for Parallels to provide Parallels PBI to Customer without violating the rights of any third party or otherwise imposing any obligation or liability on Parallels. Parallels is not responsible for any loss, change or alteration to Customer Content and does not and will not assume any obligations with respect to Customer Content other than as expressly set forth in this Agreement or as required by applicable Law. Parallels acquire no rights in nor are Parallels responsible for Customer Content under this Agreement, except to the extent necessary for Parallels to provide the Parallels PBI to Customer. Customer further agrees to comply with Parallels' Acceptable Use Policy with regard to the use of Customer Content. Except as may be required to provide the Parallels PBI, Customer

acknowledges and agrees that Parallels' Personnel will not access or use, nor are they authorized to access or use, Customer Content. Parallels' Personnel shall not attempt nor be required to access or use Customer Content other than as expressly permitted under this Agreement with respect to Usage Data. To the extent that Customer inadvertently exposes Parallels' Personnel to Customer Content, such as in the course of Parallels providing Support Services (e.g. troubleshooting through screen sharing), Customer Content which has been exposed shall not be retained, processed or used by Parallels or Parallels' Personnel and Customer shall limit such exposure to the minimum extent required for Parallels to render the requested service to Customer.

3.8. **Browser Isolation Render Appliance as Server Software**. As specified on the Order Form and/or License Certificate, Customer may access and use Parallels PBI through a Browser Isolation Render Appliance that is Server Software, and this Section shall only apply to the Browser Isolation Render Appliance as Server Software. Subject to the terms and conditions of this Agreement and what the License Certificate specifies, Parallels hereby grants to Customer a limited, fixed term, personal, non-transferable, revocable, non-exclusive, without the right to sublicense, worldwide license to use, download, install and operate the Browser Isolation Render Appliance as an Server Software in accordance with the Documentation for the Term, solely for the purpose of granting the right to access and use Parallels PBI to its own Authorized Named Users. Customer is authorized to install and use the Browser Isolation Render Appliance remotely on its own infrastructure, systems or networks or those operated by a third-party cloud computing platform provider ("**Third-Party Hosting Provider**") as determined at its sole discretion. Customer is fully and solely responsible for the use of the Browser Isolation Render Appliance on its own infrastructure, systems or networks or through a Third-Party Hosting Provider. Parallels shall have no responsibility or liability whatsoever for such hosting services or any action or omission by such Third-Party Hosting Provider. Parallels makes no guarantees or warranties with respect to delivery time, functionality, security, reliability or availability of any hosting services provided by a Third-Party Hosting Provider.

3.9. **Authorized Limits**. Where applicable, depending on the License type, if the peak number of Authorized Users exceeds the number of Authorized Named Users designated on the applicable Order Form or License Certificate (the "**Authorized Limit**"), Customer shall pay a fee per additional Authorized Named User based on the peak number of Authorized Named Users during each month in accordance with then current pricing. Parallels or Reseller (as applicable) will invoice Customer the fees for the additional usage. Where Parallels invoices Customer, such invoices will be due net thirty (30) days from the end of the calendar month for which Customer is being invoiced. If Customer placed its Order Form via a Reseller, this Section shall not apply to Customer except to the extent that Customer separately signs a Statement of Work with Parallels, exceeds the Authorized Limit or requests an increase in the number of Authorized Named Users.

3.10.

4. **PARALLELS SECURE WORKSPACE**

    4.1. **Definitions**. For the purposes of this Section 4 of the Product Specific Terms only, the following definitions apply:

    A. "**Authorized Named User**" means any Authorized User registered in Parallels Secure Workspace and/or whom Parallels Secure Workspace identifies as registered during the course of a certain calendar month and who is an identifiable individual whom the Customer allows to access or use Parallels Secure Workspace – regardless of whether the individual is actively accessing Parallels Secure Workspace, and regardless of the number of simultaneous logins from such individual to Parallels Secure Workspace at any given time.

    B. "**Cloud Deployment License**" has the meaning set forth in Section 4.2(D).

    C. "**Concurrent User**" means an Authorized User who accesses or uses Parallels Secure Workspace from one device or any simultaneous login to Parallels Secure Workspace from more than one device (such that a simultaneous login from two different devices for instance constitutes two Concurrent Users).

    D. "**Customer Applications**" means the Customer owned or licensed online cloud solutions and hosting applications that are being made remotely accessible to End Clients and Authorized Named Users through Parallels Secure Workspace.

    E. "**Dashboard**" means Parallels Secure Workspace interface for monitoring the number of Concurrent Users and/or Authorized Named Users at any given time.

    F. "**Environment**" means one or more virtual machines/ appliances which are administered through the same web interface which an Administrator activates, configures, manages and controls for a Customer and/or End Client on the System Settings, and which the Administrator can use to (i) grant access to Parallels Secure Workspace to Authorized Users or (ii) for Cloud Deployment Licenses, to deploy and deliver the Customer Applications to Authorized Named Users.

    G. "**Initial Maintenance Period**" means, with respect to a Perpetual License, the mandatory Maintenance Period of one year or three years, as further defined in the License Certificate, beginning on the date the License is first accessed.

    H. "**License Fees**" means the Subscription License Fees, the Perpetual License Fees and the Cloud Deployment License Fees.

    I. "**License File**" means Parallels Secure Workspace's data file that contains the details of the type of License (Not-for-Resale License, Perpetual License, Subscription License or Cloud Deployment License), number of Licenses, term (start and end dates) of each License, and the Customer identification license number.

    J. "**Maintenance Period**" means (i) in respect of a Subscription License, the term corresponding to the License Term; and (ii) in respect of a Perpetual License, the Initial Maintenance Period and the Subsequent Maintenance Period(s) (if any), during which Customer is entitled to receive Maintenance and Support Services from Reseller (or from Parallels when the corresponding License was purchased directly from Parallels).

    K. "**Maintenance and Support Services**" means maintenance and technical support services for Parallels Secure Workspace provided by Parallels as set out at https://kb.parallels.com/en/129388 (or any successor site), including periodic distribution of bug fixes, Updates and upgrades, all as

scheduled by Parallels.

L. "**Maintenance and Support Fees**" means the fees due by Customer in respect of Maintenance and Support Services pursuant to this Agreement, which are payable to Reseller (or Parallels, as the case may be).

M. "**Parallels Secure Workspace**" means the unified web-based portal and workspace solution including the functions and features as described at https://www.parallels.com/products/psw/, including the System Settings and Dashboard, which allow remote access to and use of desktops and remote applications, files and drives, and internal web applications.

N. "**Perpetual License**" has the meaning set forth in Section 4.2(C).

O. "**Professional Services**" means those additional services provided by Parallels to Customer in the framework of the installation and/or maintenance of Parallels Secure Workspace (other than the Maintenance and Support Services), which may be invoiced separately to Customer and as may be set out in a schedule to this Agreement. Professional Services may include so-called "first time installs" consisting of preparation of the Customer's environment by advising configurations of the firewall GPO's and other application-related settings; and implementing the Parallels configurations in respect of such new installations.

P. "**Subscription License**" has the meaning set forth in Section 4.2(B).

Q. "**Subsequent Maintenance Period**" means, with respect to a Perpetual License, any subsequent terms of one (1) or three (3) years each, as the case may be, following the Initial Maintenance Period, during which Customer shall be entitled to receive Maintenance and Support Services from Reseller or Parallels, as the case may be, as further described below.

R. "**System Settings**" means Parallels Secure Workspace interfaces to use, create, configure, manage, and run the Environments.

4.2. LICENSE.

A. **License Types**. As specified on the Order Form and/or License Certificate, Customer may license Parallels Secure Workspace either as (i) Server Software under either a (a) Subscription License; or (b) Perpetual License; or (ii) as Cloud Services under a Cloud Deployment License. Certain terms may apply to the different license types only as specified herein.

B. **Subscription License**. Subject to the terms and conditions of this Agreement and what the License Certificate specifies, Parallels hereby grants to Customer during the Term a limited, fixed term, personal, non-transferable, revocable, non-exclusive, without the right to sublicense, worldwide license to:

(i)   use, install and operate Parallels Secure Workspace in accordance with the Documentation solely for the purpose of granting the right to access and use Parallels Secure Workspace to its own Concurrent Users and/or Authorized Named Users for Customer's internal business purposes;

(ii)   use the License Key(s) to activate Parallels Secure Workspace;

(iii)   following registration of the License Key(s), download a License File from Parallels MyAccount to activate one Environment for Customer; and

(iv)   access the Administrative Privileges and control over the System Settings and Dashboard, through its Administrator, to exercise the rights under this subsection (B) (collectively, the

"**Subscription License**").

C.   **Perpetual License**. Subject to the terms and conditions of this Agreement and what the License Certificate specifies, Parallels hereby grants to Customer a limited, paid-up, perpetual (subject only to revocation as provided in this Agreement), transferrable, revocable, non-exclusive, without the right to sublicense, worldwide license to:

(i)   use, install and operate Parallels Secure Workspace in accordance with the Documentation solely for the purpose of granting the right to access and use Parallels Secure Workspace to its own Concurrent Users for Customer's internal business purpose;

(ii)   use the License Key(s) to activate Parallels Secure Workspace; provided however, that Customer's right to grant remote access to Parallels Secure Workspace shall be conditional upon Customer assigning at least twenty (20) Concurrent Users to one License; and

(iii)   following registration of the License Key(s), download a License File from Parallels MyAccount to activate one Environment for Customer;

(iv)   access the Administrative Privileges and control over the System Settings and Dashboard, through its Administrator, to exercise the rights under this subsection (C) (collectively, the "**Perpetual License**").

D.   **Cloud Deployment License Grant.** Subject to the terms and restrictions set out in this Agreement, Parallels grants Customer, during the Term, a revocable, non-exclusive, non-transferable, fee-bearing right and license to:

(i)   use the License Key(s) to activate Parallels Secure Workspace and to download the License File(s) for its End Client(s) solely for the purpose of making its Customer Applications accessible, available and usable through Parallels Secure Workspace;

(ii)   sell the type of License set forth in this Section 4.2(D) to End Clients to allow such End Clients and their Authorized Named Users, under each License sold, to use Parallels Secure Workspace as part of the Customer Applications for the remote access and use of such Customer Applications;

(iii)   following registration of the License Key, download a License File from Parallels MyAccount to activate one Environment for the single or multi-tenancy use and service of its End Client(s);

(iv)   allow an unlimited number of End Client's Authorized Named Users to use Parallels Secure Workspace on personal computers or other devices and to use the Documentation to enable such Authorized Named Users to remotely access and run the Customer Applications;

(v)   make a reasonable number of backup copies of the License Files in support of the rights and obligations set out herein; and

(vi)   access the Administrative Privileges and control over the System Settings and Dashboard, through its Administrator, to exercise the rights under this subsection (D) (collectively, the "**Cloud Deployment License**").

E.   **Registration of License Key and Downloading of License Files.** Customer shall register in Parallels MyAccount the License Key(s) to obtain access to Parallels Secure Workspace. For Subscription, Perpetual, or Not-for-Resale Licenses, a License Key so registered will have the specified number of Authorized Named Users assigned to the License in accordance with the License Certificate and allows the activation of one Environment for Customer. Customer shall also ensure that the number of Authorized Named Users recorded in the Parallels Secure Workspace for Customer corresponds to and never exceeds the number specified on the License Certificate and assigned to the License and License Key at all times. Customer agrees to obtain additional Licenses

for Parallels Secure Workspace before it exceeds, or is likely to exceed, any of the limitations applicable to Customer's License.

4.3. Subscription Licenses.
A. **Fees Payable**. For a Subscription License, Customer agrees to pay the initial, and, thereafter, the recurring License fees (the "**Subscription License Fees**") as described in the Order Form and/or License Certificate and based upon the rates and amounts set forth in the Order Form and/or License Certificate (subject to adjustment pursuant to Section 4.8 below). Maintenance and Support Fees are included in the Subscription License Fees. Customer also agrees to pay any other fees or charges listed on an Order Form and/or License Certificate for additional Professional Services or other services (collectively, the "**Other Fees**") separately and upfront, in addition to the Subscription License Fees.

B. **Maintenance and Support**. Each Subscription License shall include the right to receive Maintenance and Support Services. Maintenance and Support Services may not be separated from the Subscription License and may not be terminated without also terminating the Subscription License.

4.4. Perpetual Licenses.
A. **Fees Payable**. For a Perpetual License, Customer agrees to pay upfront the one-off License fees (the "**Perpetual License Fees**") as described in the Order Form and/or License Certificate and based upon the rates and amounts set forth in the Order Form and/or License Certificate (subject to adjustment pursuant to Section 4.8). Maintenance and Support Fees are not included in the Perpetual License Fees. Customer agrees to pay the Maintenance and Support Fees and Other Fees set forth in the Order Form and/or License Certificate separately and upfront, including, in any event, the Maintenance and Support Fees relating to the Initial Maintenance Period of a Perpetual License, which is mandatory for the Customer under such License.

B. **Maintenance and Support Fees.** Subject to Customer's payment of the relevant Maintenance and Support Fees, Customer shall receive Maintenance and Support Services, to the extent directly relating to Parallels Secure Workspace, in accordance with the provisions set forth hereinafter. Customer shall subscribe separately to the Maintenance and Support Services on an annual basis and for such number of Concurrent Users as set out in the License Certificate. Customer hereby purchases Maintenance and Support Services at the price set forth in the Order Form and/or License Certificate for a term as indicated in the Order Form and/or License Certificate, including at least the first year as from the Delivery Date (the "**Initial Maintenance Period**"), during which term the Maintenance and Support Services are mandatory under Perpetual Licenses. The Initial Maintenance Period may be extended to three (3) years if so provided in the Order Form and/or License Certificate. Upon expiration of the Initial Maintenance Period, Customer's subscription to the Maintenance and Support Services relating to Perpetual Licenses can be renewed upon submission of a new Order Form and/or License Certificate at the then current rates for subsequent terms (the "**Subsequent Maintenance Periods**").

C. **Sufficient Purchase of Maintenance and Support Services.** In case Customer purchases Maintenance and Support Services for less (Concurrent or Authorized Named) Users than the number of Concurrent Users and/or Authorized Named Users for which Customer has acquired a Perpetual License, then only the number of Concurrent Users and/or Authorized Named Users covered under the latest Maintenance & Support Services purchase will be eligible to access Parallels Secure Workspace, and the scope of the Perpetual License will be reduced accordingly until additional Maintenance and Support Services are acquired in respect of the balance of Concurrent Users and/or Authorized Named Users. For the avoidance of doubt, the surplus in Concurrent Users and/or Authorized Named Users that were initially purchased under a Perpetual License will only be temporarily suspended until the relevant Maintenance and Support Services

are acquired in respect of such Concurrent Users and/or Authorized Named Users.

D. **Support Requirements**. Customer shall be eligible for such Maintenance and Support Services only if and to the extent (i) Customer who is on Perpetual License(s) has duly paid the applicable Maintenance and Support Fees; and (ii) Customer uses a Supported Version to continue receiving Maintenance and Support Services. Should Customer fail to use a Supported Version and as a result be unable to receive Maintenance and Support Services, Customer shall not be entitled to any refunds of Maintenance and Support Fees. For the purposes of this Section, a "**Supported Version**" means a version of Parallels Secure Workspace that Parallels has identified as being supported at https://kb.parallels.com/en/129392 or any successor site.

4.5. Cloud Deployment Licenses.
A. **General**. Customer must satisfy the required minimum number of Authorized Named Users specified in Section 4.5(C) herein for End Clients to use Parallels Secure Workspace through their tenancy in the Environment under a cloud deployment of Customer Applications. Customer may at any time during the term of the License grant new End Clients access to and use of Parallels Secure Workspace through configuring the Environment to allow for such new tenancies. Customer may use a License Key to grant the number of Cloud Deployment Licenses assigned to that License Key to its End Clients. Under such Cloud Deployment License, Customer may control and monitor the number of Authorized Named Users, allow End Clients to view and monitor the portion of the System Settings and/or Dashboard pertaining to their tenancy in the Environment and to view Administrators of Customer whom Customer has named in its Parallels MyAccount. In all cases, all Cloud Deployment Licenses shall be subject to the following conditions: (i) all terms of sale of Cloud Deployment Licenses that Customer agrees to with its End Client must be consistent with this Agreement; (ii) Customer shall be responsible to Parallels for any and all actions of its End Clients and/or Authorized Named Users in respect of Parallels Secure Workspace; (iii) Customer shall not share nor allow the use of the License Key(s) or any Administrative Privileges (except as permitted herein), or any information pertaining thereto (including any Confidential Information) with End Client, any Authorized Named User or any other party. Upon request, Customer will provide Parallels a copy of their terms of sale of Cloud Deployment License(s) to permit Parallels to assess the End Client's compliance with this Agreement. means End Client's and its Authorized Named Users' rights to use Parallels Secure Workspace and Documentation, as part of the cloud deployment of the Customer Applications, for that End Client's own internal use and not for further reselling, hosting, remarketing or distribution, on a per Authorized Named User per month fee.

B. **Exception.** Customer may, as and when necessary, solely for the purposes of delivering the Customer Application grant End Clients limited access to the portion of the System Settings and/or Dashboard solely pertaining to their tenancy in the Environment and solely to the extent necessary to manage their Authorized Named Users and any applications and resources related to such Authorized Named Users. In granting such access and control, Customer shall ensure and shall procure that its Administrator ensures, that End Clients do not obtain any: (i) Administrative Privilege other than is otherwise technically necessary to manage their tenancy in the Environment for the above purposes, and (ii) any access to the License Key(s) or any other proprietary or Confidential Information pertaining to Parallels Secure Workspace that may be available on the System Settings and/or Dashboard or accessible therefrom.

C. **Minimum Purchase & Sale Requirements.** Customer must have, at minimum, purchased from Parallels and sold to End Clients enough Cloud Deployment Licenses for no less than the Minimum Threshold specified on the Order Form and/or License Certificate. License Fees for any purchases of Cloud Deployment Licenses which exceed the foregoing Minimum Threshold shall be chargeable and payable on the basis of the actual volumes which Customer has purchased in any given month.

D. **Fees Payable and Invoicing.** In consideration of the Cloud Deployment Licenses granted and/or related services provided to Customer under this Agreement, Customer shall pay to Parallels each month a fee per Authorized Named User as set out in the Pricing Table listed on the Order Form and/or License Certificate ("**Cloud Deployment License Fees**"). Parallels shall, through the anonymous usage reporting function, confirm the number of Authorized Named Users during each month and invoice the Cloud Deployment License Fees to Customer monthly. Cloud Deployment License Fees and all other charges invoiced shall be due and payable by the Customer within thirty (30) days of the date of Parallels' invoice. Parallels does not refund Cloud Deployment License Fees, and once payment is made to Parallels, Customer shall have no recourse for receiving a refund of any part of the fees and all such fees shall be deemed to have been fully earned. Parallels and Customer agree that all payments to Parallels shall be made without any deductions or set-offs.

E. **Monthly Reporting**. Customer shall report, on a monthly basis, the usage of Parallels Secure Workspace to Parallels no later than the 5th calendar day of the month following the reported period. Customer shall ensure that the report includes the:
   i.   overall total and aggregate number of 'Authorized Named Users' in a previous calendar month; and
   ii.   total and aggregate number of 'Authorized Named Users' in a previous calendar month for Parallels Secure Workspace used or 'shared' via a multi-tenancy or 'dedicated' space on the Environment.

F. **Sales Forecast.** Customer shall report at least quarterly to Parallels on the status of the sales pipeline of Parallels Secure Workspace and provide to Parallels at least quarterly a 6-month sales forecast, including (but not limited to) the number of potential new "Authorized Named Users", the size of each potential Parallels Secure Workspace deployment, the probability of closing any sales transactions, the timing thereof, etc.

G. **Anonymous Usage Reporting Function.** Customer shall also activate and keep activated the automatic reporting feature / 'anonymous usage reporting' function on Parallels Secure Workspace and shall do all things necessary to maintain and allow Parallels Secure Workspace's continued connectivity, communication, and access with Parallels licensing and reporting server(s). Should Customer fail to comply with the foregoing requirements for any reason, access to Parallels Secure Workspace will be disabled after 7 calendar days, rendering any End Client use of the impacted Environment impossible. Customer acknowledges and agrees that Parallels may also periodically check the Dashboard to confirm the number of Authorized Named Users at any given time.

H. **Parallels Review.** Parallels has the right, upon reasonable prior written notice, to review and assess whether the figures and values reported by Customer pursuant to this Section correspond to the actual number of Licenses sold, and Customer undertakes to fully cooperate with such review/assessment (including by providing all relevant information which Parallels may reasonably request from Customer in view of such review/assessment).

4.6. **Customer Systems and Networks.** Except as expressly stated herein, this Agreement does not grant any license in or to any software other than the Package, and Customer is responsible, at its sole cost and expense, for:
   i.   obtaining, deploying, and maintaining all computer hardware, software (such as but not limited to operating systems), modems, routers, and other communications equipment necessary for Customer to use Parallels Secure Workspace and Authorized Named Users to install and use Parallels Secure Workspace;

ii. contracting with third-party internet service providers, telecommunications, and other service providers for any required internet or telecommunication services; and

iii. paying all third-party fees and access charges incurred in connection with the foregoing. Parallels shall not be responsible for supplying any hardware, software, or other equipment to Customer under this Agreement.

4.7. Professional Services. Parallels may perform Professional Services as described in a separate Order Form or Statement of Work, which may identify additional terms or milestones for the Professional Services.

4.8. Price Amendments. Parallels may at any time amend the License Fees and all other charges referenced herein provided that such amendments shall only be effective upon each Renewal Term in accordance with the applicable Order Form and/or License Certificate. The License Fees for each Renewal Term, will be Parallels standard list prices for Parallels Secure Workspace at the time of renewal and which shall be communicated in writing to the Customer upon request. At least fifteen (15) days prior to the expiration of any Maintenance Period, Reseller or Parallels (as the case may be) may provide notice to Customer of the amended Maintenance and Support Fees for the upcoming Maintenance Period. Thereafter, with respect to all Concurrent Users under such License, Customer may elect to (i) renew Maintenance and Support Services at the amended fee rates or (ii) elect not to renew Maintenance and Support Services. If no written notice is provided to Reseller or Parallels, as the case may be, prior to the expiration of any Maintenance Period, the Maintenance period will automatically terminate at the end of the current Maintenance Period.