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Leased Hardware Addendum

This Leased Hardware Addendum sets forth the additional terms and conditions that apply to a hardware device(s) that is leased to Lessee from OT and will be supplied in conjunction with OT Product(s) pursuant to an applicable Order (**"Hardware Device(s)**"). Capitalized terms not defined in this Leased Hardware Addendum have the meaning given to them in either: (a) the Cybersecurity End User License Agreement ("**EULA**"), where this Leased Hardware Addendum supplements the use of Software (as defined therein) provided to Lessee with a Hardware Device; or (b) the Cloud Terms and Conditions ("**Cloud Terms**"), where this Leased Hardware Addendum supplements the use of Cloud Services (as defined therein) provided to Lessee with a Hardware Device (each of the EULA or the Cloud Terms, an "**Underlying Agreement**") .

1. DEFINITIONS

"Delivery" means when the Hardware Device(s) is delivered by a carrier to the delivery location specified in the applicable Order, or to a location otherwise agreed between OT and Lessee which may include to an OT authorized partner.
"**Leased Location**" means the location where Lessee shall store and utilize the Hardware Device identified by Lessee in the Order and approved by OT. If not identified in the Order, then, unless otherwise agreed to in writing by OT, Lessee shall store and utilize the Hardware Device only at premises owned or operated by Lessee in the country in which Lessee is incorporated.
"Lease Period" means the term of the lease set forth in the Order, which shall be referenced as either: (a) the "Subscription Term", where the Underlying Agreement is the Cloud Terms; or (b) the "License Term", where the Underlying Agreement is the EULA.
"Lessee" means either: (a) "You", where the Underlying Agreement is the Cloud Terms; or (b) "Licensee", where the Underlying Agreement is the EULA.
"Manuals" means the applicable documentation made available by the manufacturer and/or supplier of the Hardware Device(s) relating to the operation and maintenance of the Hardware Device(s) together with any applicable warranties and limitations for the applicable Hardware Device(s).
"Order" means either: (a) "Order Documentation", where the Underlying Agreement is the Cloud Terms; or (b) "Transaction Documents", where the Underlying Agreement is the EULA.
"OT Products" means either: (a) the combined definition of "Cloud Services" and "Client-Side Software", where the Underlying Agreement is the Cloud Terms; or (b) the "Software", where the Underlying Agreement is the EULA.

2. TERMS APPLICABLE TO LEASED HARDWARE DEVICES

2.1 Lease Terms. Subject to the terms of the Underlying Agreement and this Leased Hardware Addendum, for the Lease Period, OT hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from OT, the Hardware Device(s). Lessee acknowledges that all fees for the Hardware Device(s) are guaranteed and non-refundable, except as otherwise provided in this Leased Hardware Addendum.
2.2 Title. The Hardware Device(s) is not sold to the Lessee and no transfer of title in the Hardware Device(s) is effectuated. Lessee acknowledges and agrees that the Hardware Device shall not be deemed to be a fixture of any part of Lessee's premises.
2.3 Delivery; Risk of Loss. Risk of loss, theft, damage or destruction of the Hardware Device(s) passes to Lessee upon Delivery to Lessee or a third party agent of Lessee. When Lessee receives the Hardware Device(s), Lessee agrees to inspect such Hardware Device(s) promptly and advise OT immediately if the Hardware Device(s) is not in good working order. Lessee must keep the Hardware Device(s) adequately insured to protect both OT's and Lessee's respective interests in the Hardware Device(s) during the Lease Period. The Hardware Device shall remain at the Leased Location at the sole risk of the Lessee during the Lease Period and during any additional lease term which the Hardware Device is in the possession, custody or control of the Lessee. The return of any Hardware Device to OT is at the sole risk of the Lessee pursuant to the terms in Section 5. No loss, theft, damage, or destruction of the Hardware Device during such time shall relieve Lessee of the obligation to pay the applicable fees or to comply with any other obligation under this Leased Hardware Addendum. OT's delivery dates are estimates only and subject to OT's timely receipt of supplies. OT is not liable for delays in delivery or for partial or early deliveries. Lessee will accept all deliveries of a Hardware Device(s) regardless of when those deliveries are made and regardless of whether the delivery is a partial delivery or made in full. Lessee may not cancel any Order based on delayed or partial delivery of a Hardware Device(s).
2.4 Warranties.
OT IS PROVIDING THE HARDWARE DEVICE(S) TO LESSEE "AS-IS". LESSEE ACKNOWLEDGES THAT OT DOES NOT MANUFACTURE OR SUPPLY THE HARDWARE DEVICES(S) NOR DOES OT REPRESENT THE

MANUFACTURER OR SUPPLIER. OT MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. OT DOES NOT WARRANT THAT THE HARDWARE DEVICE(S) WILL OPERATE UNINTERRUPTED OR WILL BE FREE FROM DEFECTS OR ERRORS, OR THAT ANY HARDWARE DEVICE(S) WILL MEET (OR ARE DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS.

TO THE EXTENT PERMITTED BY THE MANUFACTURER OR SUPPLIER, PROVIDED NO EVENT OF DEFAULT HAS OCCURRED AND THIS AGREEMENT IS STILL IN EFFECT, OT SHALL MAKE AVAILABLE TO LESSEE THE BENEFIT OF ALL MANUFACTURER AND/OR SUPPLIER WARRANTIES WITH RESPECT TO THE HARDWARE DEVICES(S) PROVIDED TO OT BY THE SUPPLIER AND/OR MANUFACTURER OF THE HARDWARE DEVICES(S) (SUBJECT TO ANY RESTRICTIONS, LIMITATIONS OR EXCLUSIONS SET OUT THEREIN) FOR THE LEASE PERIOD.

IN ORDER FOR LESSEE TO UTILIZE THE BENEFIT OF ANY APPLICABLE MANUFACTURER AND/OR SUPPLIER WARRANTY MADE AVAILABLE TO OT, LESSEE ACKNOWLEDGES AND AGREES THAT ANY ISSUES RELATING TO THE OPERATION OF THE HARDWARE DEVICE(S) SHALL BE RAISED THROUGH OT SUPPORT WHO SHALL LIASE WITH THE APPLICABLE MANUFACTURER AND/OR SUPPLIER.

3. LESSEE'S RESPONSIBILITY FOR HARDWARE DEVICE(S).

3.1 Maintenance. Lessee agrees to: (a) store, operate and maintain the Hardware Device(s) in a manner and under the environmental conditions specified in the Manuals so that the Hardware Device(s) remains in good operating condition and appearance (ordinary wear and tear excepted); (b) comply with all requirements necessary to enforce all warranty rights; and (c) not allow anyone other than OT or an OT authorized agent to service the Hardware Device(s). In the event the Hardware Device(s) requires repair or replacement pursuant to a valid warranty claim, OT will, in its sole discretion, repair or replace the Hardware Device(s) at OT's expense, provided, however, that if the Hardware Device(s) is in need of repair or replacement as a result of Lessee's actions, omissions, or violation of the Underlying Agreement or this Leased Hardware Addendum, Lessee authorizes OT to charge Lessee a non-refundable fee equal to the costs incurred by OT to repair or replace the Hardware Device(s), including, but not limited to, all shipping and handling fees associated with such repair or replacement.

3.2 Restrictions on Use of Hardware Device.

3.2.1 Lessee shall only use the Hardware Device(s): (a) to utilize the OT Products (and their functionalities) subject to the terms of the Underlying Agreement and this Leased Hardware Addendum; and (b) for its own use at the Leased Location. No other use of the Hardware Device(s) is permitted.

3.2.2 Lessee shall not: (a) transfer the Hardware Device(s) to any other location or third party, or otherwise grant access to third parties to use the Hardware Device(s) for any purpose, including, but not limited to, use of the Hardware Device(s) to provide a hosted service to third parties; or (b) sell, lease, sub-lease, abandon, or give away the Hardware Device(s) or permit any unauthorized third party to access or use the Hardware Device(s). The Hardware Device may not be used separate and apart from the OT Products.

3.2.3 The Hardware Device is not licensed for and Licensee shall not use the Hardware Device: (a) in any way prohibited by law, regulation, or governmental order or decree; (b) to distribute spam or malware in a way that could harm the Hardware Device(s) or impair anyone else's use of it in any way; (c) in any way intended to work around the Hardware Device(s)'s technical limitations; (d) with any unsupported hardware or software; (e) in life support systems, human implantation, or nuclear facilities; (f) in any other application where the Hardware Device's failure could lead to loss of life or property damage; or (g) an environment, a manner, or for a purpose for which the Hardware Device(s) were not designed or is otherwise specified in the Manuals or applicable manufacturer and/or supplier warranty.

3.3 Misuse of Hardware Device.

3.3.1 IF LESSEE USES THE HARDWARE DEVICE OTHER THAN AS SPECIFICALLY SET OUT IN THIS AGREEMENT, LESSEE ACKNOWLEDGES THAT (A) SUCH USE SHALL INVALIDATE, AND RELIEVE OT FROM ANY AND ALL LIABILITY TO LESSEE FOR, ANY WARRANTIES, REMEDIES OR ANY OTHER OT OBLIGATIONS SET OUT IN THIS LEASED HARDWARE ADDENDUM; (B) ANY SUCH USE OR NON-COMPLIANCE IS AT LESSEE'S SOLE RISK, (C) OT, ITS LICENSORS AND SUPPLIERS ARE NOT LIABLE, IN WHOLE OR IN PART, FOR ANY CLAIM OR DAMAGE ARISING FROM SUCH USE, (D) LESSEE SHALL INDEMNIFY, DEFEND AND HOLD OT, ITS LICENSORS AND SUPPLIERS HARMLESS FROM ANY CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH SUCH USE; AND (E) OT SHALL BE ENTITLED TO ANY (OR ALL) OF THE REMEDIES SET OUT IN SECTION 4 (REMEDIES).

3.3.2 LICENSEE IRRECOVERABLY WAIVES AND RELEASES OT FROM ANY LIABILITY RELATING TO (A) OT'S COMPLIANCE WITH LESSEE'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (B) MODIFICATION OF ANY HARDWARE DEVICE BY ANYONE OTHER THAN OT OR ITS AUTHORIZED AGENTS, OR (C) USE OF THE HARDWARE DEVICE IN COMBINATION WITH OTHER PRODUCTS OR IN VIOLATION OF THIS LEASED HARDWARE ADDENDUM.

4. REMEDIES.
If Lessee is in default of any of the terms of the Underlying Agreement or this Leased Hardware Addendum, including (without limitation) Section 3.2, OT shall have the right to exercise any one or more of the following remedies: (a) enter upon Lessee's premises and, without any court order or other process of law, to repossess and remove the Hardware Device, or render the Hardware Device unusable without removal, either with or without notice to Lessee. Lessee hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling. Any such repossession shall not constitute a termination of the Leased Period nor the Lessee's responsibility to pay the fees relating thereto; (b) require Lessee, at its expense, to return the Hardware Device in good repair (pursuant to the terms in Section 5) by delivering the Hardware Device, packed and ready for shipment, to such place as OT may specify; (c) cancel or terminate this Order and may retain any and all prior payments paid by Lessee; (d) declare all sums due and to become due under this Order immediately due and payable, including as to any or all items of Hardware Device, without notice or demand to Lessee; and (e) to pursue any other remedy available at law, by statute or equity. No right or remedy conferred upon or reserved to OT is intended to be exclusive, but each shall be cumulative and in addition to any other right or remedy referred to herein or available to OT at law or equity.

5. RETURN OF HARDWARE DEVICE(S).

5.1 Upgrades. During the Lease Period, if Lessee upgrades the Hardware Device(s) or OT requires that a Hardware Device(s) be replaced, promptly following delivery to Lessee of the replacement Hardware Device(s), Lessee shall return (subject to the terms set out in Section 5.3) the original Hardware Device(s) at OT's cost in accordance with the instructions provided by OT. For the avoidance of doubt, the terms of this Leased Hardware Addendum and the Underlying Agreement shall continue to govern any replacement Hardware Device(s).
5.2 Return Conditions. At the expiration or earlier termination of the Lease Period, Lessee shall, at Lessee's sole expense and cost: (a) delete all of Lessee's content stored on the Hardware Device and (b) promptly return the Hardware Device(s) in an undamaged condition (ordinary wear and tear excepted) within ten (10) calendar days of expiration or termination of the Lease Period (the **"Return Period"**). Where Lessee upgrades the Hardware Device during the Lease Period in accordance with Section 5.1, OT will bear the cost of the return of the original Hardware Device and shipment of the upgraded version of the Hardware Device. Lessee is solely responsible for deleting any Lessee generated content stored on the Hardware Device prior to returning the Hardware Device to OT.
5.3 Returned Hardware Devices. Lessee acknowledges and agrees that OT will not be responsible for any use or disclosure of any stored Lessee generated content that remains on any returned Hardware Device and irrecoverably waives and releases OT from any liability relating thereto. Except as otherwise provided herein, Lessee will be responsible for the (a) cost of shipping and handling in connection with the return of the Hardware Device to OT and (b) risk of loss associated with the Hardware Device until such Hardware Device arrives at OT's designated shipping destination. OT reserves the right to invoice Lessee for the replacement cost of a new version of the Hardware Device of similar functionality and specification if OT does not receive the Hardware Device by the end of the Return Period.

6. ENVIRONMENTAL COMPLIANCE.
Where applicable, Lessee is responsible for all obligations and liabilities under the European Union's (a) Waste Electrical and Electronic Equipment Directive (2012/19/EU), (b) Packaging Waste Directive (94/62/EC), and (c) Batteries Directive (2006/66/EC), all as amended and all related national implementing measures in force from time to time.