

COMPANY CUSTOMER SERVICE AGREEMENT TERMS AND CONDITIONS (“AGREEMENT”)

1. Definitions.

1.1. **“Customer”** means the party to whom Services are provided pursuant to a Services or Sales Order.

1.2. **“Partner”** means affiliates of Company that provide products or services to eSecurity Solution’s Customers through relationships whereby Company resells (Reseller) the Partners products or services to Customers.

1.3. **“Company”** means eSecurity Solutions, LLC or any Partner affiliate whose product or service if being provided to customer as a result of a Partner Reseller agreement.

1.4. **“Documentation”** means the end user documentation to the Company Software, if any, which Company makes available pursuant to this Agreement.

1.5. **“Intellectual Property Rights”** means all rights in intellectual property of any type throughout the world, including but not limited to, patents, trade secrets, copyrights, industrial designs, trademarks and service.

1.6. **“Scope of Work”** or **“SOW”** means the applicable Company schedule which details the Services to be performed by Company pursuant to this Agreement and as specified within a Service Order. The SOWs current as of the Effective Date are attached as Exhibit A and made a part hereof. At its sole discretion, Company may offer new or revised SOWs from time to time, which shall be deemed part of this Agreement.

1.7. **“Services”** means the services provided by Company that are described in the applicable SOW corresponding to the Customer’s Service Order. Services may be delivered at the customer’s premises or remotely as a managed service. Services shall also include all software and IP licenses to any licensed software included in the Services product offering as defined in the Service Order. Services may also include Custom Services as defined on a Services Order.

1.8. **“Custom Services”** means services provided on an hourly, daily, or project basis as defined in a Services Order. These services define the delivery scope and cost in the Services Order.

1.9. **“Service Order”** means the Customer ordering document (or online endorsed facsimile ordering form or quote acceptance form) to which these Service Agreement Terms and Conditions are attached, which shall be completed by Customer and accepted by Company prior to any provision of Services. All fully executed and accepted Service Orders or quotes for services shall be deemed incorporated in this Agreement. If Customer issues a purchase order or any other order form for any Services, the terms of this Agreement shall supersede all terms and conditions of Customer’s purchase order.

1.10. **“Software”** means the software, as further described in the SOW, provided to Customer in conjunction with the provision of the Services. **“Company Software”** means the software provided by Company and provided to Customer in conjunction with the provision of the Services. Software may also be delivered as a service (Software as a service **“SAAS”**) remotely to Customers. **“Third Party Software”** means the software owned by third party providers (including Open Source community providers) and provided in conjunction with the provision of the Services.

1.11. **“Company-Provided Hardware”** means any hardware provided to customer as a loan as part of a Service Order and not sold to Customer.

1.12. **“Term”** means the term described in Section 9.1, including all renewals.

2. Services and License Grants.

2.1. **Services.** Upon acceptance of a Service Order, subject to these terms and conditions and provided that Customer have met the requirements set forth on the Service Order and provide Company with necessary access, Company shall provide the Services described in the applicable SOW. Company shall have no liability for any delay in the provision of Services. Company reserves the right to suspend provision of the Services for purposes of repair, maintenance or improvement, provided that Company will use reasonable efforts to provide prior notice to Customer and minimize disruption to the Services.

2.2. **Delivery of Custom Services.** The purpose of this provision is to enable Company to provide Customer with project based services or other limited services and equipment needed by Customer on a “one-off” or emergency basis where such services are not included within the scope of the Services as described in the Services Order. Certain of these services will be quoted on the service order defining the scope, duration and cost. Emergency services may include, as an example, a request from Customer to Company via telephone that Company immediately reconfigure, update or otherwise modify Hardware. Company shall notify Customer of the fees for any Custom Services requested by Customer and obtain Customer’s documented approval prior to providing such services. Customer agrees to pay Company the approved fees charged by Company for any Custom Services. All Custom Services provided pursuant to this Section are provided on an “as-is” basis and exclude warranties of any kind, whether express or implied.

2.3. **Billing for Custom Services.** Customer will be charged for supplemental services in the invoice issued the month following delivery of the supplemental services.

2.4. **License.** Subject to the terms and conditions of this Agreement, Company grants Customer a nonexclusive, nontransferable limited license to (i) use the Services during the Term; and (ii) use and reproduce the Documentation, solely as necessary for Customers to use the Services as set forth herein, each in accordance with the Company’s

Acceptable Use Policy, attached hereto as Exhibit B and incorporated herein by reference, and all applicable laws and regulations. Customer is expressly prohibited from, and shall not assist in, reverse engineering, decompiling, modifying, copying, creating derivative works from, or otherwise using any of the Software or Documentation in any manner not expressly authorized by this Agreement. All licensed software provided in the Services is protected by copyright, patent and trade secret laws and international treaty provisions. No title to the intellectual property in the Services is transferred to Customer. Customer does not acquire any rights to the intellectual property or licensed products and software except as expressly set forth in this Agreement.

2.5. Customer Managed SAAS Offerings. Company provides some Services in the form of a software-as-a-service (“SAAS”) offering. If Customer elects to order this Customer managed SAAS offering, as further described in the applicable Service Order, upon Company’s acceptance of the Service Order, Company will provide a means for the Customer to directly activate the Service or will deliver to the email address specified by Customer on the Service Order a link to the SAAS offering for purposes of enabling Customer to activate the Service (“*Activation Link*”). Company considers the Service Order accepted by Company for this Service as a firm order and, therefore, the Service Commencement Date for these Services is the date on which the Activation Link is sent to Customer as Customer is then in control of initiating the service, regardless of whether Customer actually initiates the Service. If no Activation Link is sent to Customer, the Service Commencement Date is on the first day Company has established communication with the contracted Customer network environment or device. For any Service that entitles Customer to more than one product, the Service Commencement Date for all services is the date on which the Activation Link for all products has been sent to Customer, regardless of whether Customer actually initiates the Service. If no Activation Link is sent to Customer, the Service Commencement Date is on the first day Company has established communication with the contracted Customer network environment or device for any of the products.

2.6. Services or Software Offerings requiring Hardware. Company also provides service and software offerings that require the use of Company-provided Hardware. If Customer elects to order this type of a Service offering, as further described in the applicable Service Order, upon Company’s acceptance of the Service Order, Company will deliver the applicable Hardware to Customer at the address specified by Customer on the Service Order. Company considers the Service Order accepted by Company for this Service as a firm order and, therefore, the Service Commencement Date for these Services is the earlier of: (A) Customer’s activation of the applicable software following receipt of such Hardware; or (B) ten (10) days following shipment of the initial Hardware to Customer as Customer is then in control of the asset and can direct the use of thereof, regardless of whether Customer actually initiates the Service, unless Service Commencement Date is defined otherwise on the Service Order. For any Service that entitles Customer to more than one product, the Service Commencement Date for all services is the earlier of (i) Customer’s activation of the full suite of software products; or (ii) thirty (30) days following the shipment of any product-related hardware to Customer. By way of example, if Customer purchases services with multiple hardware appliances, the Service Commencement Date would be thirty (30) days after the first appliance is shipped to Customer related to any of the products within the Company services or software solution as Customer is then in control of the asset and can direct the use of thereof, or sooner if solution has been fully activated by Customer.

(a) Subject to the terms and conditions of this MSA, Company hereby loans to Customer the applicable Hardware required for the purpose of enabling the Services. The Hardware is loaned, not sold, to Customer, for use solely during the applicable Service Term, and remains the property of Company at all times. Customer will maintain and protect the Hardware in good working condition with the exception of any reasonable wear and tear. Customer will not modify, disassemble, decompile, reverse engineer, rent, lease, loan, transfer, or copy the Hardware (including any software or firmware that is part of, incorporated into or running on the Hardware). Customer assumes all risk of, loss, damage, theft, or destruction of the Hardware while it is in the Customer’s possession or control or that of its agents, including any carrier (except any carrier transporting the Hardware from the possession of Company to Customer), and Customer will reimburse Company for any costs of necessary repair or replacement (including shipping costs). Customer will keep the Hardware free of all security interests, liens, and other encumbrances.

2.7. Ownership. Company and its suppliers and licensors retain for itself all right, title and interest in and to the Services, Software and Documentation, and all other designs, engineering details, schematics, drawings, specifications and other similar data which pertains to the Services and all proprietary and Intellectual Property Rights in the foregoing.

2.8. Trademarks. Customer shall not alter or remove any of Company’s, its suppliers or licensors trademarks affixed to the Software or Documentation or other service deliverables. Nothing contained in this Agreement shall grant or shall be deemed to grant Customer any right, title or interest in Company’s or its suppliers or licensors trademarks or trade names.

3. Fees and Billing.

3.1. **Fees.** Fees associated with Services Orders are due at the beginning of each services billing period except for emergency Custom Services which may be quoted and administered before billing can occur. Customer acknowledges and agrees that payment of all fees shall be made in accordance with Company's terms and conditions which may be changed upon thirty (30) days' prior written notice. Failure to pay all such fees may result in immediate suspension or termination of the Services at Company's sole discretion.

3.2. **Taxes.** Payment of all taxes other than taxes on Company's net income shall be the sole responsibility of Customer.

4. Customer Obligations.

4.1. **Compliance with Law.** Customer acknowledges that Company exercises no control over the content of the information passing through Customer's website(s) and that it is the sole responsibility of Customer to ensure that the information it transmits and receives complies with all applicable laws and regulations.

4.2. **License; Cooperation.** Customer hereby grants to Company a nonexclusive, nontransferable license to use any of Customer's Confidential Information (as defined below) reasonably necessary for Company to perform the Services, and shall provide all reasonable cooperation to Company with respect to its performance of the Services, including, but not limited to, access to appropriate personnel, facilities, and equipment (including but not limited to servers, devices, and computers), prompt notification of any occurrence of damage to the Software or damage caused by the Services, or any errors, nonconformities or interruptions in the Services. Customer must also ensure that Company is provided with a minimum level of connectivity to Customer's servers, to be agreed by the parties, in order for Company to adequately provide the Services. Customer acknowledges and agrees that all Services shall be performed remotely and that any and all on-site tasks shall be Customer's sole responsibility.

5. Confidential Information.

5.1. **Confidential Information.** By virtue of this Agreement, each party may have access to information that is confidential to the other party or its customers. "**Confidential Information**" means any information disclosed previously or in the future by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, information, technical data, or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes designs, drawings, engineering, marketing or finances, which Confidential Information is designated in writing to be "confidential," or "proprietary," or some similar designation, or other information, technical data, or know-how, the confidential or proprietary nature of which is reasonably apparent under the circumstances. The Software shall be deemed Confidential Information of Company. Confidential Information shall not include any information that: (i) is or becomes available to the public without the fault or negligence of the recipient; (ii) was already in the possession of the recipient; (iii) is subsequently received from a third party without notice of restriction on further disclosure; or (iv) has been independently developed by the recipient.

5.2. **Maintenance of Confidentiality.** The Receiving Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party. Without limiting the foregoing, the Receiving Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. The Receiving Party shall make no copies of the Confidential Information of the Disclosing Party unless expressly allowed in this Agreement, or unless the Disclosing Party previously approves the same in writing. The Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5.3. **Non-Use and Non-disclosure.** The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose except to perform its obligations under this Agreement. The Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to third parties without the prior written approval of the Disclosing Party, except that a Receiving Party may disclose Confidential Information if such disclosure is required by law, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

5.4. **Ownership.** All Confidential Information will remain the property of the Disclosing Party, and except for the limited rights granted in Section 2.2 by Company and Section 4.2 by Customer, no license under any patent, copyright, trade secret, or other intellectual property rights or other right to Confidential Information is granted or implied by the Disclosing Party to the Receiving Party by estoppel, inducement or otherwise.

6. Representations and Warranties.

6.1. Customer Warranties.

(a) **Customer's Business.** Customer represents and warrants that Customer's services, products, materials, data, and information used by Customer in connection with this Agreement as well as Customer's use of Services does not

as of the Effective Date, and will not during the Term operate in any manner that would violate any applicable law or regulation.

(b) **Breach of Warranties.** In the event of any breach, or reasonably anticipated breach, of Customer's warranties herein, in addition to any other remedies available at law or in equity, Company will have the right to immediately, in Company's sole discretion, suspend any Services Customer if deemed reasonably necessary by Company to prevent any harm to Company or its business.

6.2. Warranty Disclaimer by Company. EXCEPT AS SET FORTH IN THIS SECTION AND IN ANY REFERENCED SOW SERVICE LEVEL AGREEMENT, THE SERVICES AND COMPANY TECHNOLOGY ARE PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO ACCURACY, FUNCTIONALITY, PERFORMANCE, MERCHANTABILITY OR NON-INFRINGEMENT. COMPANY AND ITS THIRD PARTY LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. COMPANY AND ITS THIRD PARTY LICENSORS MAKE NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE ACCURACY, COMPLETENESS, SEQUENCE, TIMELINESS OR AVAILABILITY OF THE SERVICES. NO SALES PERSONNEL, EMPLOYEES, AGENTS OR REPRESENTATIVES OF COMPANY OR ANY THIRD PARTY ARE AUTHORIZED TO MAKE ANY REPRESENTATION, WARRANTY OR COVENANT ON BEHALF OF COMPANY AND SHOULD NOT BE RELIED UPON AND ARE NOT PART OF THIS AGREEMENT. NEITHER COMPANY NOR ANY OF ITS AFFILIATES OR THIRD PARTY LICENSORS REPRESENT OR WARRANT THAT THE SERVICES OR COMPANY TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES OR THIRD PARTY TECHNOLOGY IS AT CUSTOMER'S SOLE RISK AND THAT COMPANY AND ITS THIRD PARTY LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTION OF SERVICES, DELAYS OR ERRORS CAUSED BY ANY TRANSMISSION OR DELIVERY OF THE SERVICES, DATA OR ANY OTHER INFORMATION OR CAUSED BY ANY COMMUNICATIONS SERVICE PROVIDERS. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION AND NON-RENEWAL OF THE MSA.

6.3. Disclaimer of Actions Caused by or Under the Control of Third Parties. COMPANY DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM COMPANY'S DATA CENTERS AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S OR COMPANY'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, COMPANY CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, COMPANY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

7. Limitations of Liability

7.1. CONSEQUENTIAL DAMAGES WAIVER; LIMITATION OF LIABILITY. EXCEPT FOR A PARTY'S BREACH OF SECTION 5 ("CONFIDENTIAL INFORMATION") OF THIS MSA OR NONPAYMENT BY CUSTOMER, IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. FURTHER, NO CAUSE OF ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED AGAINST COMPANY. THE MAXIMUM TOTAL LIABILITY OF COMPANY TO CUSTOMER FOR ANY PERFORMANCE OR NON-PERFORMANCE OF THIS MSA SHALL BE LIMITED AS FOLLOWS: (I) FOR RECURRING SERVICES, TO THE TOTAL FEES PAID TO COMPANY BY CUSTOMER IN THE SIX MONTHS PERIOD PRECEDING THE DATE UPON WHICH ANY SUCH CLAIM FIRST ACCRUED; AND (II) WITH RESPECT TO CUSTOM SERVICES, THE FEES PAID TO COMPANY BY CUSTOMER FOR THE CUSTOM SERVICES UNDER THE AFFECTED ORDER FORM IF A ONE-TIME ENGAGEMENT OR IF FOR CUSTOMIZED RECURRING SERVICES, TO THE TOTAL FEES PAID TO COMPANY BY CUSTOMER IN THE SIX MONTH PERIOD PRECEDING THE DATE UPON WHICH ANY SUCH CLAIM FIRST ACCRUED.

7.2. Basis of the Bargain; Failure of Essential Purpose. Customer acknowledges that Company has set its prices and entered into this Agreement in reliance upon the limitations of liability set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

8. Indemnification.

8.1. Customer agrees to indemnify, defend and hold harmless Company, its employees, subsidiaries, and affiliates, successors and permitted assigns from and against all third-party suits and claims, including reasonable attorneys' fees and court costs ("**Claim**") to the extent such Claim is based, in whole or in part, on (i) Customer's or improper or unauthorized use of the Services, or (ii) any breach by Customer of its warranties. Customer shall pay all damages or settlements resulting from the Claim, but Customer shall not enter into any settlement that affects Company's rights or

interest without Company' prior written approval, which will not be unreasonably withheld. Company reserves the right to participate in any litigation regarding a Claim under this section with counsel of its own choosing, at Company' expense; (ii) gives Company sole control of the defense and settlement of the claim; (iii) provides to Company all available information and (iv) has not compromised or settled such claim without Company' prior written consent.

8.2. Mutual Indemnification. Each party will indemnify, defend and hold the other harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding brought by any third party (each, an "Action") against the other or its affiliates alleging personal injury caused by the negligence or willful misconduct of the other party.

8.3. Indemnification Procedures. Each party's obligations under this Section shall arise only if: (a) the party seeking to be indemnified ("Indemnified Party") promptly notifies the other party (the "Indemnifying Party") in writing of any such Action, provided that any delay shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it was prejudiced by the delay; (b) the Indemnifying Party has sole control of the defense and settlement of such Action, provided that the Indemnifying Party shall not enter into any settlement, without the Indemnified Party's prior written consent, that would require the Indemnified Party to take any action, or refrain from taking any action, other than permitting the Indemnifying Party to pay money damages on the Indemnified Party's behalf; and (c) the Indemnified Party fully cooperates with the Indemnifying Party.

9. Term and Termination.

9.1 Term. Subject to the terms and conditions hereof, this Agreement shall remain in effect for the duration of any Service Order. Customer acknowledges and agrees that unless otherwise expressly stated therein, each Service Order will include a Service Period as defined in the Service Order. Unless otherwise specified in a Service Order, upon completion of the each Service Period, the Service Order shall automatically renew for successive Services Periods the same length as the last Period. Customer may cancel a Service as provided for in section 9.2 or a Service Order may be superseded by another Service Order.

9.2 Termination.

(a) **For Convenience.** Early termination prior to the end of a Service Period is subject to a Early Termination Penalty equal to the fees owed for the remaining period of the Service Order. Subject to the Early Termination Penalty for Customer termination set forth above, either party may terminate this Agreement and a Service Order for convenience upon thirty (30) days prior written notice to the other party at any time. Customer is liable for fees through the end of the termination period or the Early Termination Penalty whichever is greater.

(b) **For Cause.** Either party will have the right to terminate this Agreement or a Service Order if the other party breaches any material term or condition and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five (5) business days after receipt of written notice of breach from Company. Either party may terminate this Agreement or a Service Order if the other party: (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors; (iii) becomes subject to the control of a trustee, receiver or similar authority; or (iv) becomes the subject of any petition or proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within 60 days of filing.

9.3 No Liability for Termination. Other than Customer's obligation to pay the Early Termination Penalty set forth in Section 9.1 above, neither party will be liable to the other for any termination of this Agreement or a Service Order in accordance with its terms.

9.4 Effect of Termination. Upon the effective date of termination of this Agreement or a Service Order: (i) Company may immediately cease providing Services hereunder; and (ii) any and all payment obligations of Customer will become due immediately. (iii) Neither party shall make or retain any copies of any returned Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement. (iv) Customer will return within 10 business days any Company-Provided Hardware to Company.

9.5 Survival. The following provisions will survive any termination of this Agreement: Sections 1 (Definitions), 2.7 (Ownership), 2.8 (Trademarks), 3 (Fees and Billing), 5 (Confidential Information), 6 (Representations and Warranties), 7 (Limitations of Liability), 8 (Indemnification), 9 (Term and Termination) and 10 (Miscellaneous Provisions).

10. Miscellaneous Provisions.

10.1. Force Majeure. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

10.2. **Marketing.** Customer acknowledges that Company may refer to Customer by trade name and trademark, and may briefly describe Customer’s business, in Company’ marketing materials and web site. Customer hereby grants Company a license to use any Customer trade names and trademarks solely in connection with the rights granted to Company pursuant to this Section

10.3. **Government Regulations.** Neither party shall export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

10.4. **Governing Law; Dispute Resolution, Severability; Waiver.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California (except that body of law controlling conflicts of law) and specifically excluding the United Nations Convention on the International Sale of Goods. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

10.5. **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except that each party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party’s successors and permitted assigns.

10.6. **Notices.** Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the address(es) set forth in the Sales Order, or at such other address or facsimile number as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier.

10.7. **Entire Agreement.** This Agreement, including all Service Orders, exhibits and documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.

10.8. **Customer as Government Agency.** This Section 10.10 is applicable in the event that Services are provided to a Customer that is the U.S. Government or any of its agencies. The Software and Documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable and any technical data provided that is not covered by the above provisions is deemed to be “technical data-commercial items” pursuant to DFAR Section 227.7015(a) with use governed by the terms of DFAR Section 227.7015(b).

10.9. **Usage of Data.** Company or its suppliers may (i) use uploaded data from installed licensed Software to improve products and services; (ii) share data that has been identified as malicious or unwanted content with affiliates and security partners; and (iii) use and disclose uploaded data for analysis or reporting purposes only if any such use, sharing or disclosure does not identify Customer or include any information that can be used to identify any individual person.

Customer Name _____

Signature: _____

Print Name: _____

Title: _____

Date: _____