

Terms and Conditions – CamTechnologies, LLC (CamTech) Below are various Terms and Conditions CamTech is bound by from various vendors that we utilize to perform work for our clients. Please review these thoroughly. These terms change from time to time as well as the vendors that we utilize to perform services. Please check this web site often for changes – www.camtechmsp.com/terms. **Furthermore, the Buyer acknowledges that CamTech shall have no liability whatsoever for any data breaches, cyberattacks, system compromises, fraud, service interruptions, performance issues, or other security or operational incidents, regardless of cause. This includes, without limitation, any such issues involving third-party platforms, applications, software, hardware, or systems that are used by, subscribed to, or resold by the Seller. The Seller makes no guarantees, representations, or warranties regarding the performance, reliability, uptime, or security of any third-party products or services.**

Updated 3/28/2025 CamTechnologies, LLC. (CamTech) Client Responsibility Client shall cooperate with CamTech in any way necessary for CamTech to carry out the services mentioned herein, including, but not limited to, providing access to client's network and facilities. CamTech uses various outside vendors for software and services. Those agreements are below for reference and also to inform purchaser of agreements and **CamTech shall have no liability whatsoever for any data breaches, cyberattacks, system compromises, fraud, service interruptions, performance issues, or other security or operational incidents, regardless of cause. This includes, without limitation, any such issues involving third-party platforms, applications, software, hardware, or systems that are used by, subscribed to, or resold by the Seller. The Seller makes no guarantees, representations, or warranties regarding the performance, reliability, uptime, or security of any third-party products or services.**

Restrictions to Hire Client agrees not to solicit, with the intent to hire, any CamTech staff or sub-contractors for employment at any time and for a period of twelve (12) months following last work performed for client. In the event client hires any CamTech employee or sub-contractor as a result of client's direct solicitation thereof, client agrees to reimburse CamTech an amount equivalent to six (6) months of the employee/sub-contractor's compensation for business interruption. Notwithstanding anything to the contrary, nothing herein shall prohibit client from hiring any CamTech staff member or sub-contractor who applies to client or otherwise initiates employment with client.

Return of Confidential Information All Confidential Information shall remain the property of the disclosing party. Upon the disclosing party's request, or upon

termination or expiration of this Agreement, the receiving party shall, at the disclosing party's option and to the extent permitted by applicable law or court order promptly return to the disclosing party or destroy the Confidential Information of the disclosing party and upon request certify in writing that all such Confidential has been destroyed; any Confidential Information not destroyed or returned shall remain subject to the confidentiality restrictions set forth herein.

Confidential Information. "Confidential Information" means all information (regardless of whether in oral or in a tangible medium and regardless of whether marked as confidential) of the disclosing party or any of its affiliates (collectively, "Discloser") that is not readily available to the public, including, but not limited to: strategic plans; organization charts; acquisition and divestiture information; financial reports and related information; research and development information; information regarding proprietary processes, inventions and prototypes; product specifications; cost and price planning data; customer and vendor databases; and clinical or other scientific tests results. CamTech may also disclose confidential information of a third party, and such confidential information will be included within the scope of CamTech's Confidential Information under this Agreement (and must be treated accordingly by Company).

Irreparable Harm Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the non-disclosing party Page 1 of 6 irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure without the necessity of proving actual harm or posting bond.

Independent Contractor CamTech is an independent contractor. Neither CamTech nor Client are, or shall be deemed for any purpose to be, employees or agents of the other and neither party shall have the power or authority to bind the other party to any contract or obligation. Also, CamTech is responsible for providing, at CamTech's expense, unemployment insurance, medical insurance, workers comp, and/or worker's compensation insurance for CamTech's employees and agents in appropriate amounts taking into account all potential risks and exposures.

Dispute Resolution Both parties agree that any controversy or claim arising out of or relating to this Agreement or to its breach shall be settled by submitting the controversy or claim to the Tulsa County District

Court to be heard by a judge. If CamTech is the prevailing party, it shall be entitled to receive from the client its attorney's fees and costs incurred in connection with any action or proceeding hereunder. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflict of laws principles. Client hereby irrevocably consents to the jurisdiction of Tulsa County of the State of Oklahoma. Force Majeure CamTech shall not be responsible for its failure to perform under this Agreement when its failure results from any of the following causes: acts of God, pandemics, terrorist or other public enemies, civil or military authority, insurrection or riot, fire, flood, explosion, earthquake or serious accident, failure of hardware owned by client, or any cause beyond its reasonable control.

Private Cloud Host Management Private Cloud host servers provided by CamTech are managed to the extent detailed below. Every Private Cloud host server includes basic managed services including initial operating system / hypervisor installation, hardware maintenance when required, basic monitoring, basic troubleshooting support for the operating system / hypervisor, patch management for the host (pursuant to an established maintenance schedule), and remote reboot services. a. Operating system / hypervisor setup and testing – CamTech will perform a standard operating system /hypervisor installation and test the configuration of that installation. b. Hardware maintenance – CamTech will provide hardware replacements for failed components on CamTech provided hardware at no charge under the provisions of the applicable policies of the hardware vendor. Any operating system / hypervisor reinstallation required due to failed hardware replacement will be performed at no charge. Please see the section entitled “Backup and data recovery” for information on data recovery after any required system reinstallation. c. Basic monitoring – Private Cloud host servers will be monitored by CamTech monitoring systems. By default, a server will be queried to determine up/down status via ICMP ping or other method. Notifications of failed tests may optionally be sent to an E-mail address provided by the Client. In addition, notifications will be dispatched to CamTech support Page 2 of 6 personnel in the event of a service failure. d. Backup and data recovery – CamTech recommends the nightly backup of all critical Client data. If backups are performed by CamTech as part of this Service Agreement and a restore is necessary, CamTech

will make commercially reasonable efforts to restore Client data from the latest full backup but does not warrant that any such restoration will be successful, complete or accurate. Client assumes all liability associated with backup and data recovery and acknowledges that it is not relying on CamTech for providing redundancy. As with all data processes, CamTech cannot guarantee the viability or availability of any backup performed via automated or manual processes. Non-Private cloud clients / NAS clients / Barracuda clients / Any backups provided by CamTech Backup and data recovery – CamTech recommends the nightly backup of all critical Customer data. If backups are performed by CamTech and a restore is necessary, CamTech will make commercially reasonable efforts to restore Client data from the latest full backup but does not warrant that any such restoration will be successful, complete or accurate. Client assumes all liability associated with backup and data recovery and acknowledges that it is not relying on CamTech for providing redundancy. As with all data processes, CamTech cannot guarantee the viability or availability of any backup performed via automated or manual processes. Security

(a) The Internet is not a secure network. Confidential or sensitive information should not be transmitted over the Internet unprotected. CamTech is not responsible for loss or theft of information transmitted over the Internet. CamTech encourages Customer to employ VPN, SSL, SSH, or other data encryption technologies when conducting business over the Internet. (b) CamTech will employ reasonable security measures on CamTech devices, including but not limited to routers, switches, servers and the like, including any necessary security patches, IP access lists, and associated services. CamTech will not be responsible for security on Customer Provided Equipment or equipment rented to Customer by CamTech. If at any time CamTech determines that security measures, including, without limitation, patches, are necessary to protect the integrity of the CamTech Service, CamTech may implement such security measures without communicating in advance with the Customer and without liability to Customer. CamTech will use reasonable commercial efforts to inform Customer of such security measures. (c) CamTech makes no warranties as to the effectiveness of inbound or outbound email scanning / security and accepts no liability should Customer devices become infected. Customer is responsible for employing industry standard anti-malware and intrusion prevention software on Customer devices. (d) CamTech provides reasonable physical security measures for CamTech data center facilities, including

electronic security measures. (f) Depending upon what industry Customer is operating within or what type of data Customer processes or handles (e.g., medical or financial), there may be various security and related laws, regulations and standards with which Customer is obligated to comply, including, without limitation, HIPAA (Health Insurance Portability & Accountability Act), SOX (Sarbanes Oxley Act), (GLBA) Gramm Leach Bliley Act, HITECH (Health Information Technology for Economic & Clinical Health), and PCI DSS (Payment Card Industry Data Security Standard) (collectively, "Compliance Standards"). While CamTech may provide certain CamTech Services designed to assist Customer with compliance with certain Compliance Standards, actual compliance with Compliance Standards is solely Customer's responsibility and CamTech is not responsible for ensuring that Customer's systems operating in conjunction with the CamTech Services or CamTech equipment are compliant with the Compliance Standards. Additionally, the Compliance Standards include many features that are out of CamTech's control including, without limitation, Customer's network and business processes. Page 3 of 6 ACCORDINGLY, CamTech DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS THAT THE CamTech SERVICES, EQUIPMENT, SYSTEMS, NETWORK OR PROCESSES ARE COMPLIANT WITH ANY COMPLIANCE STANDARD AND CamTech DOES NOT REPRESENT THAT CamTech WILL UNDERTAKE ANY EFFORTS TO ACHIEVE SUCH COMPLIANCE IN THE FUTURE. [CamTech will use its reasonable commercial efforts to cooperate with Customer in Customer's efforts to meet its obligations under the Compliance Standards, but without any further obligation.] Determinations of CamTech compliance or verification of CamTech compliance with any applicable rule, law, or standard requires a separate agreement. (g) Customer is responsible for compliance, compliance costs and legal costs associated with unauthorized access, breaches, suspected or detected security compromises related to this Agreement, including without limitation, notification to regulators, consumers, consumer credit card companies, media, and law enforcement. (a) Customer is responsible for notifying CamTech if Customer is a "covered entity" or "business associate" of a covered entity under HIPAA or HITECH. Customer may not use a CamTech Service to create, receive, maintain, or transmit protected health information on behalf of itself or any covered entity unless and until Customer has notified CamTech and the parties have entered into a business associate agreement. Customer is responsible for notifying CamTech if

Customer intends to process any cardholder data as that term is defined in the PCI-DSS or is required to be PCI-DSS-compliant or to meet any other Compliance Standards related to the use or processing of cardholder data. Customer may not use a CamTech Service to create, receive, maintain, or transmit cardholder data on behalf of itself or any other person unless and until Customer has notified CamTech and the parties have entered into a separate agreement regarding such Compliance Standards. (b) Customer represents and warrants that Customer is not a resident of any country or affiliated with any organization prohibited to do business within the United States. (c) Customer further represents and warrants that Customer will not 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 that may be imposed by the U.S. government and any country or organization of nations within whose jurisdiction Customer operates or does business. (d) Without limiting the foregoing, Customer agrees to comply with all applicable U.S. and non- U.S. laws, rules, regulations and orders, including, but not limited to, tax, export and import, embargo and trade sanctions, intellectual property, including copyright, content, sales, mail-order, commerce, and e-commerce laws and regulations. Customer shall be responsible for determining what laws or regulations are applicable to Customer's use of the CamTech Services. Customer shall, upon the request of CamTech, provide CamTech assurance of Customer's compliance with those laws. (e) CamTech is headquartered in the United States and currently our services are only intended for individuals located in the United States. If you are located outside of the United States, be advised that any information you provide to CamTech will be transferred to and stored in the United States and that, by submitting information to CamTech, you explicitly authorize its transfer and storage within the United States. We will protect the privacy and security of personal information according to CamTech policies. If Customer is providing information that is subject other security and privacy laws that require specific measures by CamTech, Customer will notify CamTech, and Customer will be responsible for obtaining any necessary separate agreements.

Page 4 of 6 Disclaimers; Limitation of Liability (A) camtech does not warrant that the camtech services or technical services will be free of errors, be uninterrupted, or will meet customer's requirements. The camtech services and technical services are

provided on an "as is" basis and camtech expressly disclaims all warranties, conditions, and indemnities, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a Particular purpose, title, non-infringement or any other warranty arising from the course of performance or course of dealing. Customer understands and agrees that camtech will not be liable for any temporary delay, outage, or interruption of the camtech services, or the unauthorized access ("hacking") by any third party into camtech's servers or systems, and customer has not entered into this agreement in reliance upon any warranty or representation except those specifically set forth herein.(b) to the extent permitted by law, camtech disclaims for its vendors all warranties and any liability to customer for any damages, whether direct, indirect, or consequential, arising from the camtech services.(c) unless otherwise provided under a service agreement, it is solely customer's duty and responsibility to backup customer's files and data. Under no circumstances will camtech be liable to customer or to any party claiming by or through customer for damages of any kind under any legal theory for loss of customer files and/or data. (d) camtech is not liable for: delays in installation or restoration of the camtech service hereunder; mistakes, accidents, omissions, interruptions, errors or defects in the ordering, processing, provisioning, or transmission of the camtech service; loss or damage occasioned by acts of god, fire, elements, labor disputes, shortages, utility curtailments, power failures, explosions, cable cut and other causes beyond camtech's reasonable control; indirect, special, incidental, or consequential damages (including but not limited to lost profits or revenues, any loss of data, loss of use, or interruption of business); punitive damages arising from a breach of this agreement, and to the extent allowed by law, for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this agreement. Camtech's liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall in no event exceed the greater of 1) an amount equivalent to the proportionate charge by camtech to customer for the period of service affected (not to exceed 3 months), or 2) if applicable, the replacement value of any customer provided equipment which is lost or damaged as a result of CamTech's gross negligence or willful misconduct in providing camtech services or performing technical services. Customer acknowledges that these limitations are an essential element of this agreement and without such

limitations camtech would not enter into this agreement. Indemnification (a) Customer shall indemnify, defend and hold harmless CamTech, its affiliates and their respective directors, officers, employees, agents, successors, and assigns (the "Indemnified Parties") from and against any and all claims, actions, proceedings, damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, arising from or related to Customer's use of any CamTech Service, Technical Services or the performance of its obligations and duties under this Agreement except to the extent those damages, costs, expenses, and liabilities arise from the negligence or willful misconduct of CamTech. CamTech shall promptly notify Customer in writing of any such suit or claim. (b) In addition to and not in limitation of the Customer's obligations under subparagraph (a)above, Customer shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all claims, actions, proceedings, damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, incurred or likely to be incurred by any Indemnified Party arising from or related to Customer's failure to comply with the terms of any third party software license or usage guidelines. Page 5 of 6 Failure to Pay for NCE Licenses If at any point Customer fails to pay the NCE License fees, Client's Microsoft account, including all mailboxes, applications, stored files, and additional storage, may become inaccessible until the fees are brought current. At CamTechs' sole discretion, CamTech may require that the fees be paid for the entire remaining term prior to changing the status of Client's Microsoft account. CamTech is not liable for any damages that Client may incur due to the inability to access Client's Microsoft account due to non-payment. Client is responsible for all payments even if Client's service is suspended. Further, Client agrees that failure to pay for NCE License fees through CamTech may result in Client being unable to secure any account through Microsoft until Client's Microsoft account through CamTech is current. CamTech may require credit checks of Client and personal guarantors at any time. If CanTech determines that Client and/or Client's personal guarantor is not credit worthy, CamTech may require a personal guarantor or different personal guarantor to guarantee the NCE License fees or may require prepayment of the NCE License fees. If fees remain unpaid, CamTech, at CamTechs' sole discretion, may cancel the Microsoft account at the next renewal period and all information in such account will be deleted and will not be recoverable. Altaro – This License Agreement ("License") is a legal agreement

between you (EndUser or you) and HORNETSECURITY LIMITED, a limited liability company organized and existing under the laws of Malta, located at Hornetsecurity Limited, Block LS3 (Digital Hub), Level 1, Malta Life Sciences Park, San Gwann Industrial Estate, San Gwann, SGN3000, Malta (Hornetsecurity, Licensor, us or we). These terms shall regulate the use of Hornetsecurity's product and software solution that are listed in the relative order form, or otherwise accompany this EULA ("the Licensed Software"), and our respective rights and obligations. BEFORE YOU SELECT THE "I ACCEPT" BUTTON AT THE BOTTOM OF THIS WINDOW, CAREFULLY READ EACH PROVISION OF THIS AGREEMENT. BY CLICKING ON THE "I ACCEPT" BUTTON AND/OR DOWNLOADING OR Page 6 of 6 INSTALLING THE LICENSED SOFTWARE YOU WARRANT AND REPRESENT THAT: • YOU ARE OVER THE AGE OF 18, YOU ARE OF THE LEGAL AGE REQUIRED IN YOUR STATE, PROVINCE, JURISDICTION OR RESIDENCE AND YOU ARE LEGALLY CAPABLE OF ENTERING INTO THIS AGREEMENT; • YOU HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF AND/OR THE PERSON/ENTITY IN WHOSE NAME THIS LICENSE IS BEING PURCHASED, AS APPLICABLE, TO THE TERMS AND CONDITIONS OF THIS AGREEMENT; • ON BEHALF OF YOURSELF AND/OR AS AN AUTHORISED REPRESENTATIVE OF THE PERSON/ENTITY IN WHOSE NAME THIS LICENSE WAS PURCHASED, AS APPLICABLE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT; • YOU ARE A BUSINESS USER AND THAT YOU ARE ACTING IN A BUSINESS OR PROFESSIONAL CAPACITY. YOU ARE NOT ABLE TO USE OUR LICENSED SOFTWARE IF YOU ARE DEEMED TO BE A CONSUMER IN TERMS OF CONSUMER LAWS. IF ANY OF THE FOREGOING WARRANTIES AND REPRESENTATIONS DO NOT APPLY TO YOU OR IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU ARE LEGALLY BOUND TO CHOOSE THE "I DECLINE" BUTTON. IN SUCH CASE, YOU MAY NOT RECEIVE, INSTALL OR USE THE LICENSED SOFTWARE. ANY USE OF THE LICENSED SOFTWARE OTHER THAN PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT IS A VIOLATION OF COPYRIGHT LAWS AND CONVENTIONS. IF YOU QUALIFY AS A CONSUMER FOR THE PURPOSES OF THE CONSUMER AFFAIRS ACT (CHAPTER 378 OF THE LAWS OF MALTA), YOU ACKNOWLEDGE THAT UPON DOWNLOADING THE LICENSED SOFTWARE ONTO YOUR CHOSEN MEDIUM YOU RELINQUISH YOUR RIGHT TO WITHDRAW FROM THE CONTRACT ACCORDING TO LAW. BY CLICKING THE "I AGREE" BUTTON BELOW YOU ARE ACCEPTING THIS

LIMITATION TO YOUR RIGHT TO WITHDRAW FROM THE CONTRACT UPON DOWNLOADING THE LICENSED SOFTWARE. IF YOU DO NOT DOWNLOAD THE LICENSED SOFTWARE IMMEDIATELY, YOUR RIGHT TO FREELY WITHDRAW FROM THIS AGREEMENT IS LIMITED TO FOURTEEN (14) DAYS FROM CLICKING THE "I ACCEPT" BUTTON BELOW. Page 7 of 6 IF YOU CHOOSE THE "I DECLINE" BUTTON, OR IF YOU ARE A CONSUMER AND YOU WITHDRAW FROM THIS AGREEMENT AS EXPRESSLY AUTHORISED AS PER THE ABOVE, YOU MAY RETURN THE LICENSED SOFTWARE TO THE AUTHORISED RESELLER OR DEALER FROM WHOM YOU OBTAINED IT FOR A FULL REFUND, OR CONTACT THE LICENSOR THROUGH ITS CUSTOMER CARE PROCEDURE ON ITS WEBSITE, PROVIDED THAT YOU DO SO WITHIN THIRTY (30) DAYS FROM THE DATE OF YOUR PURCHASE AND THE LICENSED SOFTWARE IS ACCOMPANIED BY ALL ORIGINAL DOCUMENTATION, PACKAGING MATERIALS AND PROOF OF PURCHASE. OPERATING SYSTEM REQUIREMENTS: The Licensed Software will only operate on hardware and systems that meet certain requirements as indicated and listed on the Licensor's website at <https://www.altaro.com/support.php> These requirements may be changed from time to time. It is in your interest to ensure that your operating system meets the published requirements at all times.

1. Preamble. The Licensed Software is proprietary to the Licensor and is protected by copyright and intellectual property laws and treaties. This software product and the accompanying documentation is licensed, not sold to you pursuant to the terms and conditions of the End User License Agreement ("EULA"). The Licensor will remain the owner of the Licensed Software and documentation at all times.

2. Grant of License Rights

2.1. Production License – Subject to your payment of the applicable license fee and full compliance with this Agreement, the Licensor grants to you the following rights: (a) A non-exclusive and non-transferable license to install and use a single copy of the executable code version of the Licensed Software, including any modifications, corrections or updates supplied to you by Licensor upon installation or under a Maintenance/Support program and all associated user manuals, release notes, installation notes, and other materials delivered with the Licensed Software in printed or electronic formats ("Documentation") on a single workstation or server, without restriction to the number of individual "stand alone" backup drives (e.g., tape drives, optical drives, etc.) connected to said Page 8 of 6 single workstation or server unless your purchased Production license expressly stipulates that it

provides you with additional features; (b) The above right shall be perpetual, save for (i) termination as a result of your breach of these terms and (ii) the case where you are licensed under a Service Provider License Agreement (“SPLA”), where the duration of the right will be limited to the subscription period or as may be further regulated under the SPLA terms of the specified solution; (c) The right to make a single copy of the Licensed Software and Documentation for archival purposes, back-up or business continuity, provided you reproduce all the original Licensed Software’s proprietary matter including without limitation copyright notices, warnings, labels, trademarks and trade names (“Proprietary Matter”) contained in the original copy of the Licensed Software and Documentation and a notice that it will not be used for transfer, distribution or sale.

2.2. Software Evaluation and Beta License

(a) We may make the Licensed Software, a part or feature thereof available as a pre-release or beta version (“Beta Version”). You expressly acknowledge that by their nature, such Beta Versions are work-in-progress and as a result they may contain bugs, cause systems to crash or result in data loss. You agree to stop using such Beta Versions when we request you to do so.

(b) Notwithstanding anything to the contrary contained in this EULA, if you are using a Beta or an Evaluation / Trial version of the Licensed Software and Documentation, your rights to use the Licensed Software and Documentation shall be subject to the following limitations:

- i. your non-exclusive, non-transferable right to use and evaluate the Licensed Software and Documentation shall terminate thirty (30) days from the date of your initial installation of the Licensed Software (the “Evaluation License Period”) or as alternatively defined within the Beta or Early Access program;
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- vii. the Licensed Software and Documentation are furnished to you “AS IS” without warranty of any kind, including, but not limited to, implied warranties of quality and fitness for a particular purpose; the Licensed Software and Documentation may be used solely for NonCommercial / Non-Production evaluation by you; the Licensed Software and Documentation are licensed to you without fee only for the Evaluation License Period; no rights of ownership, copyright or other intellectual property in the Licensed Software are being transferred to you; at no time shall you transfer the Licensed Software or Documentation to any third party; and, you agree to and do hereby indemnify, defend and hold harmless the Licensor and its parent, subsidiary, or affiliate organizations, officers, agents, suppliers, distributors and authorized re-sellers from any and all claims, losses,

damages and expenses (including reasonable attorneys' fees, legal expenses and court costs) asserted by any third party due to or arising out of your breach of any provision of this EULA, your use of the Licensed Software and Documentation for evaluation purposes, your negligent or wrongful acts, and/or your violation of any applicable laws. (c) All terms and conditions of this EULA not specifically modified by clauses 2.2 (a) and 2.2 (b) above shall apply to Software licensed under an Evaluation or Beta License.

2.3 Free license (a) On occasions, we may designate that a version of the Licensed Software is provided for free (i.e. without payment of any license fee) ("Free Version"). (b) The use of a Free Version is subject to any terms that are outlined in the respective software description page or solution terms made available by the Licensor. (c) Without prejudice to the aforementioned, a Free Version can be used in your own production environment in accordance with the terms and conditions of this Agreement and notwithstanding anything to the contrary contained in this EULA, a Free Version shall be subject to the following limitations: Page 10 of 6 i. ii. iii. iv. v. vi. the Free Version and Documentation are furnished to you "AS IS" without warranty of any kind, including, but not limited to, implied warranties of quality and fitness for a particular purpose; the Free Version and Documentation are licensed to you without fee; you may not use the Free Version to provide services to third parties, integrate with third party software, or to process third party data. Free license versions can be used without additional purchase. no rights of ownership, copyright or other intellectual property in the Free Version are being transferred to you; you are not entitled to support and maintenance or that Licensor provide any assistance regarding Free Version; you agree to and do hereby indemnify, defend and hold harmless the Licensor and its parent, subsidiary, or affiliate organizations, officers, agents, suppliers, distributors and authorized re-sellers from any and all claims, losses, any direct, actual or indirect damages and expenses (including reasonable attorneys' fees, legal expenses and court costs) asserted by any third party due to or arising out of your breach of any provision of this EULA, your use of the Free Version and Documentation, your negligent or wrongful acts, and/or your violation of any applicable laws. (d) All terms and conditions of this EULA not specifically modified by clause 2.3 (a), (b) and (c) above shall apply to Free Versions.

2.4 "Not for Resale" license (a) We may also choose to make Licensed Software or certain features thereof available for demonstration, test or internal use only purposes labelled as

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4.1. Fees and Expenses. If Customer purchases directly from Barracuda, Customer will pay Barracuda the fees specified on the invoice associated with each Order or Statement of Work ("Fees"). If Customer purchases through a Barracuda authorized reseller, all fees and other procurement and delivery terms shall be agreed upon between Customer and the applicable reseller. Fees for usage in excess of amounts purchased will be billed by Barracuda in the next billing cycle and Customer acknowledges that such additional fees must be paid in accordance with the terms herein.

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4.3. Increases. Barracuda reserves the right to increase prices for Products at any time, provided however that any price increase for Subscriptions, Hosted Services and Support Services will not go into effect until the end of the then-current term, as applicable.

4.4. Taxes. All Fees are exclusive of all sales, use, excise, value added, goods and services, withholding and other taxes, and all customs, duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the sale or use of the Products, which shall be invoiced to and paid by the Customer. If Customer is required by law to make any deduction or withholding on any payments due to Barracuda, Customer will notify Barracuda and will pay Barracuda any additional amounts

necessary to ensure that the net amount Barracuda receives, after any deduction or withholding, equals the amount Barracuda would have received if no deduction or withholding had been required. Additionally, Customer will provide Barracuda with evidence, to the reasonable satisfaction of Barracuda, showing that the withheld or deducted amounts have been paid to the relevant governmental authority. For purposes of calculating sales and similar taxes, Barracuda will use the address set forth on the Order or Statement of Work, as applicable, for the jurisdiction to which Products and shipments are delivered unless Customer has otherwise notified Barracuda. Customer will provide tax exemption certificates or directpay letters to Barracuda as applicable.

4.5. Payment Disputes. Customer must notify Barracuda of any billing problems or discrepancies within sixty (60) days of the applicable Barracuda invoice date. Customer must send such notification to Barracuda as indicated in Section 21 ("Notices"). If Customer does not bring such problems or discrepancies to Barracuda's attention within such sixty (60) day period, Customer agrees that it waives the right to dispute such problems or discrepancies.

4.6. Offsets. Customer shall pay all amounts due and payable to Barracuda under this Agreement to Barracuda in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law and in compliance with Section 4.4 ("Taxes")).

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5.1.3. Customer Data. "Customer

Data” means all data, including text, sound, video, or image files and software, that Customer provides to Barracuda, or that is provided on Customer’s behalf. Customer retains ownership of Customer Data at all times. Barracuda will use Customer Data only in accordance with the Barracuda Privacy Policy. Page 29 of 6

5.2. Returns. Customer may cancel all Orders for new Products (excluding renewals, upgrades and migrations) within thirty (30) days of the Effective Date of any Term (“Cancellation Period”).” After the Cancellation Period, all Orders are non-cancellable and the Fees paid to Barracuda are nonrefundable. Fees for installation or training provided by Barracuda are non-cancellable and nonrefundable once performance commences.

6. Third Party Products and Services. Third party products or services may contain features designed to interoperate with the Products. To use such features, Customer must obtain access to such third-party apps from their respective providers. If Customer chooses to utilize such third-party apps, the following terms shall apply: (i) All governing terms and conditions, including data processing terms, shall be entered into between Customer and the applicable third-party app provider; (ii) Customer may be required to grant Barracuda access to Customer’s account on such third-party apps; (iii) Customer instructs Barracuda to allow the third-party app provider to access Customer Data as required for interoperation with the Products; and (iv) In the event the operation of a third party app requires the processing of personal data to which the General Data Protection Regulation (“GDPR”) applies in a country that does not provide adequate data protection safeguards, then Customer and the third party app provider must put in place an adequate data transfer mechanism as set forth in Arts. 46 or 47 of the GDPR, including executing appropriate Standard Contractual Clauses, as needed. Barracuda shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from access by such third-party app providers. Third party app providers do not operate as subprocessors to Barracuda. Barracuda is not liable for, and does not warrant or support, any such third-party apps. Barracuda cannot guarantee the continued availability of such third party apps and may Page 30 of 6 cease providing them without entitling Customer to any refund, credit or other compensation, if, for example, the provider of the third-party app ceases to make its product or service available in a manner acceptable to Barracuda.

7. Professional Services. If applicable, Professional Services will be provided in accordance with these General Terms and Schedule 6

("Professional Services Terms"). 8. Support Services and Product Upgrades. 8.1. Support Services. 8.1.1. Support Services Purchase. Support Services may be purchased separately, or for Hosted Services, may be bundled into the price. Customer is not entitled to Support Services until Barracuda receives payment in full for such Support Services. 8.1.2. Support Services Entitlement. For Customers with active Support Services, the following shall apply: 8.1.2.1. Support Services will only be available for the specific Product for which the Support Services is purchased. Applying Updates or receiving Support Services on systems where no valid entitlement has been purchased is strictly forbidden and in violation of this Agreement. 8.1.2.2. For Hardware, Customer is entitled to receive replacement of defective hardware as set forth in Schedule 5 ("Support Services Terms"). 8.1.2.3. For Software, Customer is entitled to Updates to Software. Barracuda shall provide Customer with all Updates, without additional charge, in accordance with Schedule 5 ("Support Services Terms"). Upon Delivery to Customer, each Update will constitute Software and will thereafter be subject to and governed by this Agreement, including without limitation the license and warranty terms. Page 31 of 6 8.1.2.4. Support Services for Software are required at all times for continued access to the full functionality and proper operation of the Product. Customer acknowledges that failure to pay for ongoing Support Services will limit or degrade the functionality of the Products. 8.2. Upgrades. Upgrades are not included in Support Services and may be purchased separately from Barracuda. 9. Intellectual Property. 9.1. Ownership of Barracuda Materials; Restrictions. All Intellectual Property Rights in Barracuda Materials belong exclusively to Barracuda and its licensors. Customer will not (and will not allow any third party to): (i) disassemble, decompile, reverse compile, reverse engineer or attempt to discover any source code or underlying ideas or algorithms in any Barracuda Materials (except to the limited extent that applicable law prohibits reverse engineering restrictions); (ii) sell, resell, distribute, sublicense or otherwise transfer the Barracuda Materials, or make the functionality of the Barracuda Materials available to any other party through any means (unless Barracuda has provided prior written consent); (iii) without the express prior written consent of Barracuda, conduct any benchmarking or comparative study or analysis involving the Barracuda Materials ("Benchmarking") for any reason or purpose except, to the limited extent absolutely necessary, to determine the suitability of Products to interoperate with Customer's internal

computer systems; (iv) disclose or publish to any third party any Benchmarking or any other information related thereto; (v) use the Barracuda Materials or any Benchmarking in connection with the development of products, services or subscriptions that compete with the Barracuda Materials; (vi) use any Barracuda trademarks for any purpose not expressly granted by Barracuda in advance and in writing; or (vii) reproduce, alter, modify or create derivatives of the Barracuda Materials.

9.2. Feedback. Customer hereby grants Barracuda a perpetual, irrevocable, worldwide license to use any Feedback (as defined below) that Customer communicates to Barracuda, without Page 32 of 6 compensation, without any obligation to report on such use, and without any other restriction. Barracuda's rights granted in the previous sentence include, without limitation, the right to exploit Feedback in any and every way, as well as the right to grant sublicenses. Notwithstanding the provisions of Section 12 ("Confidential Information"), Feedback will not be considered Customer's Confidential Information. "Feedback" refers to any suggestion or idea for modifying any Products, including, without limitation, all Intellectual Property Rights in and to any such suggestion or idea.

10. Waiver of Consequential Damages and Limitation of Liability.

10.1. WAIVER OF CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY, OR ITS SUPPLIERS, RESELLERS, PARTNERS OR THEIR RESPECTIVE AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE PRODUCTS, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

10.2. LIMITATION OF LIABILITY. THE TOTAL AGGREGATE LIABILITY OF BARRACUDA AND ITS SUPPLIERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNTS OWED OR PAID BY CUSTOMER FOR THE RELEVANT PRODUCTS DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENTS GIVING RISE TO SUCH LIABILITY.

10.3. APPLICABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY OR OTHERWISE; (C) EVEN IF A PARTY IS ADVISED IN ADVANCE OF Page 33 of 6 THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF

SUCH DAMAGES WERE FORESEEABLE; (D) WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE PRODUCTS, FROM INABILITY TO USE THE PRODUCTS OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE PRODUCTS (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND NOTHING HEREIN PURPORTS TO LIMIT EITHER PARTY'S LIABILITY IN A MANNER THAT WOULD BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION.

11. Export and Compliance with Laws. 11.1. Export. 11.1.1. The Products, including technical data, are subject to U.S. export control laws, including, but not limited to, the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to strictly comply with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export or import Products. Barracuda provides multiple versions of Products targeted for specific geographic regions.

11.1.2. Customer shall not: (a) permit any third party to access or use the Products in violation of any U.S. law or regulation; (b) export the Products or otherwise relocate them unless such export and/or relocation is in full compliance with all applicable local and U.S. laws and regulations. Without limiting the foregoing, Customer shall not permit any third party to access or use the Products in, or export it to, a country subject to a United States embargo (currently, Cuba, Iran, Page 34 of 6 North Korea, Sudan, the Crimea Region in the Ukraine and Syria); or (c) authorize the relocation of the Products to a prohibited entity, territory or country, or take any action otherwise in violation of any applicable restrictions or regulations.

11.2. Compliance with Laws. Customer agrees to comply with all applicable laws related to its performance of the obligations set forth in this Agreement, including, but not limited to, any applicable privacy laws. 11.2.1 If Customer is a United States Government agency, the Products and Documentation qualify as "commercial items", as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R. 2.101), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through

227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Government end user will acquire the Products and Documentation with only those rights set forth in this Agreement. Use of either the Products or Documentation or both constitutes an agreement by the Government that the Products and Documentation are "commercial computer software" and "commercial computer software documentation", and constitutes acceptance of the rights and restrictions herein.

11.2.2. The Products are provided with Restricted Rights. Use, duplication or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19; or (ii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is Barracuda. Customer shall not remove or deface any restricted rights notice or other legal notice appearing on the Products or on any packaging or other media associated with the Products.

Page 35 of 612. Confidential Information.

12.1. Definition. "Confidential Information" refers to the following information disclosed by one party ("Discloser") to the other ("Recipient"): (a) any document Discloser marks as "Confidential" or "Proprietary"; (b) any information Discloser orally designates as being "Confidential" at the time of disclosure, or which given the circumstances of the disclosure and the nature of the information would reasonably be considered confidential; (c) the non-public features and functions of the Products, Barracuda's price lists, technology, trade secrets, marketing strategies, customer lists, mail lists and information concerning the design or methods of manufacture of the Products, for which Barracuda is Discloser; (d) this Agreement; and (e) any other nonpublic, sensitive information disclosed by Discloser. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure and not in violation of any confidentiality obligations; (ii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iii) is approved for release in writing by Discloser.

12.2. Maintenance of Confidentiality. Each party agrees that it shall: (i) take reasonable measures to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use,

dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a similar nature; (ii) limit disclosure to those persons within Recipient's organization who have a clear and welldefined "need to know" and who have previously agreed in writing to obligations at least as stringent as the provisions hereof, either prior to receipt of Confidential Information as a condition of their employment or in order to obtain the Confidential Information; (iii) not copy, reverse engineer, disassemble, create any works from, or decompile any prototypes, Products or other tangible objects which embody the other party's Confidential Information and/or which are provided to the party hereunder; and (iv) comply with, and obtain all required authorizations arising from, all U.S. and other applicable export control laws or Page 36 of 6 regulations. Confidential Information shall not be used or reproduced in any form except as required to accomplish the purposes and intent of an Order or Statement of Work. Any reproduction of Confidential Information shall be the property of Discloser and shall contain all notices of confidentiality contained on the original Confidential Information.

12.3. Exceptions. The parties agree that the foregoing shall not apply to any information that Recipient can prove, through written evidence: (i) is or becomes publicly known and made generally available through no improper action or inaction of Recipient; (ii) was already in its possession or known by it prior to disclosure by Discloser to Recipient; (iii) is independently developed by Recipient without use of, or reference to, any of Discloser's Confidential Information; or (iv) was rightfully disclosed to it by, or obtained from, a third party without an obligation of confidentiality. Recipient may make disclosures required by law or court order provided that Recipient: (a) uses diligent efforts to limit disclosure and to obtain, if possible, confidential treatment or a protective order; (b) has, to the extent legally permissible, given prompt advance notice to Discloser of such required disclosure.

12.4. Injunction. Recipient agrees that breach of this Section 12 would cause Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Discloser will be entitled to seek injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

12.5. Return of Confidential Information. With respect to each item of Confidential Information, the obligations of Section 12.2 ("Maintenance of Confidentiality") will terminate five (5) years after the date of disclosure. Upon

termination of this Agreement, Recipient shall return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof. Where permissible by law, Recipient may retain one copy of all written materials returned to provide an archive record of the disclosure, which remains subject to the confidentiality terms of this Section 12. Page 37 of 6

12.6. Retention of Rights.

This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Discloser will retain all right, title and interest in and to all of its Confidential Information.

12.7. Collection of Customer Data.

Customer agrees to allow Barracuda to collect Customer Data from its Products in order to enhance its security products and to optimize and monitor the performance of the Product. Customer Data will be collected electronically and automatically. Customer Data will be kept private and will only be reported by Barracuda in the aggregate.

13. Term, Termination, and Survival.

13.1. Term.

This Agreement will become effective on the Effective Date and will continue in effect for such time as Customer maintains use or possession of Products.

13.2. Termination for Cause.

Either party may terminate this Agreement upon written notice of a material breach by the other party subject to a thirty (30) day cure period ("Cure Period"). If the breaching party has failed to cure the breach within the Cure Period after receipt by the breaching party of written notice of such breach, the non-breaching party may terminate this Agreement. This Agreement may be automatically terminated by Barracuda in the event Customer has breached any license restriction and, in Barracuda's determination, that breach cannot be adequately cured within the Cure Period.

13.3. Support Services.

Support Services will begin on the date of Delivery of the Products and will continue in effect for the duration of the Support Term. Support Services will automatically renew at the end of any Support Term, at the then-current price, for an additional period equal to the length of the prior Support Term. Either party may provide notification of its intention to not renew at least sixty (60) days prior to the expiration of the then-current Support Term. Customer may terminate Support at any time, for its convenience, on thirty (30) days' prior written notice to Barracuda; provided, however, that no Page 38 of 6 refund shall be owed and Customer is obligated to pay any remaining Fees owing for the remainder of the then-current Support Term within thirty (30) days of the effective date of the termination.

13.4. Subscriptions.

The term of each Subscription will begin on the date of Delivery of the Products and will continue in effect for the

duration of the Subscription Term. Subscriptions will automatically renew at the end of any Subscription Term, at the then-current price, for an additional period equal to the length of the prior Subscription Term. Either party may provide notification of its intention to not renew at least sixty (60) days prior to the expiration of the then-current Subscription Term. Customer may terminate a Subscription at any time, for its convenience, on thirty (30) days' prior written notice to Barracuda; provided, however, that no refund shall be owed and Customer is obligated to pay any remaining Fees owing for the remainder of the then-current Subscription Term within thirty (30) days of the effective date of the termination.

13.5. Hosted Services. The term of each Hosted Service will begin on the date of Delivery and will continue in effect for the duration of the Hosted Service Term. Hosted Services will automatically renew at the end of any Hosted Service Term, at the then-current price, for an additional period equal to the length of the prior Hosted Service Term. Either party may provide notification of its intention to not renew at least sixty (60) days prior to the expiration of the then-current Hosted Service Term. Customer may terminate a Hosted Service at any time, for its convenience, on thirty (30) days' prior written notice to Barracuda; provided, however, that no refund shall be owed and Customer is obligated to pay any remaining Fees owing for the remainder of the then-current Hosted Service Term within thirty (30) days of the effective date of the termination.

13.6. Professional Services; Statements of Work. The term of each SOW will be as set forth in the applicable SOW. If no term is expressed in a SOW, then the term of that SOW will begin upon commencement of the Professional Services and will continue until the Professional Services described in that SOW are complete or the Page 39 of 6 SOW is earlier terminated as set forth herein. Unless otherwise stated in a SOW, Customer may terminate a SOW at any time for its convenience by providing at least thirty (30) days' prior written notice to Barracuda; provided, however, that no refund will be owed and Customer is obligated to pay any amounts owing for Professional Services and Deliverables provided or performed under that SOW up to and including the date of termination.

13.7. Effect of Termination. Except for termination of this Agreement by Barracuda for Customer's breach, no termination of this Agreement shall impact any active Subscription, Hosted Service, Support Services or SOW that extends beyond such termination, and this Agreement shall continue to govern and be effective until expiration or termination of such

Subscription, Hosted Service, Support Services or SOW. The provisions of Section 4 ("Payment Terms"), Section 10 ("Waiver of Consequential Damages and Limitation of Liability"), Section 11 ("Export and Compliance with Laws"), Section 12 ("Confidential Information"), Section 14 ("Governing Law, Venue and Dispute Resolution"), and Schedule 2 ("Limited Warranty") and any other terms which by their nature should survive termination shall survive termination of this Agreement.

14. Governing Law, Venue and Dispute Resolution. 14.1. GOVERNING LAW AND VENUE. THESE TERMS AND THE USE AND PROVISION OF PRODUCTS WILL BE GOVERNED SOLELY BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO: (A) ANY CONFLICTS OF LAW PRINCIPLES THAT WOULD APPLY THE SUBSTANTIVE LAWS OF ANOTHER JURISDICTION TO THE PARTIES' RIGHTS OR OBLIGATIONS; (B) THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS; OR (C) OTHER INTERNATIONAL LAWS. THE PARTIES CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS IN SANTA CLARA COUNTY, CALIFORNIA. Page 40 of 6

14.2. DISPUTE RESOLUTION. IF CUSTOMER LIVES IN THE UNITED STATES, THIS SECTION CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS CUSTOMER'S RIGHTS REGARDING HOW TO RESOLVE ANY DISPUTE CUSTOMER MAY HAVE WITH BARRACUDA. PLEASE READ IT CAREFULLY. The parties will attempt to resolve any claim, dispute or controversy (whether in contract, tort or otherwise) against Barracuda, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, "Barracuda") arising out of or relating to this Agreement, the Barracuda Materials, Barracuda advertising, or any related purchase (a "Dispute") through face to face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. If the parties are unable to resolve the Dispute through negotiation or mediation within a reasonable time after written notice from one party to the other that a Dispute exists, the Dispute will be settled by binding arbitration in accordance with the then current CPR Rules for NonAdministered Arbitration. The Arbitration will be conducted before one (1) independent and impartial arbitrator. The arbitration hearing shall take place in Cupertino, California and will be governed by the United States Federal Arbitration Act to the exclusion of any inconsistent state laws. The arbitrator shall base his or her award on the terms of this Agreement and will follow the law and judicial

precedents that a United States District Court Judge sitting in the county of Santa Clara, California would apply to the Dispute. The arbitrator shall render his or her award in writing and will include the findings of fact and conclusion of law upon which his or her award is based. Judgment upon the arbitration award may be entered by any court of competent jurisdiction. The existence, content and results of any negotiation, mediation or arbitration will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. Page 41 of 6 THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRAL TRIBUNAL MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

15. Permission to Use Logo. Customer grants Barracuda permission to use Customer's name and/or logo on the Barracuda website, or any other marketing material when referring to Customer. Customer will retain all title and rights in its name and logos.

16. Changes to Products. Barracuda reserves the right at any time to modify, suspend or discontinue providing the Products or any part thereof and to alter prices, features, Specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of any future releases in its sole discretion, without prior notice.

17. Relationship of the Parties. The parties intend that the relationship created between them by virtue of this Agreement shall be that of an independent contractor, and nothing herein shall be construed to create an agency, joint venture, partnership or other form of business association between them. Barracuda and its agents, employees and servants shall not be deemed to be an employee, agent or servant of Customer or its affiliated entities, if any. Barracuda is not to be considered an agent or employee of Customer for any purpose, and none of the benefits provided by Customer or its employees are available to Barracuda or Barracuda's employees, agents or servants. Barracuda shall be solely and entirely responsible for Barracuda's acts and for the acts of Barracuda's agents, employees, servants and subcontractors

during the performance of this Agreement. Page 42 of 6 18. Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and this Agreement will not be construed in favor of or against either party by reason of authorship. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. 19. Force Majeure. Except with respect to payment of Fees, neither party shall be liable for any failure to timely perform any of its obligations under this Agreement if such failure is caused by the occurrence of any event beyond the reasonable control of such party, including, without limitation, fire, flood, strikes, hurricanes, and other industrial disputes, failure of raw material, failure of transport, accidents, wars, riots, insurrections, acts of God or orders of any government department or agency. 20. Severability. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect. 21. Notices. Barracuda may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to Barracuda at 3175 South Winchester Blvd., Campbell, CA 95008, Attn: Legal Department, and such notices will be deemed received 72 hours after they are sent. 22. Entire Agreement, Waiver and Assignment. 22.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral. If any term or condition in this Agreement conflicts with any term or condition in any Order, invoice or similar supplementary document submitted by Customer, Page 43 of 6 the term or condition set out in this Agreement shall prevail. Unless otherwise expressly and mutually agreed in writing by the parties, under no circumstances shall any Order, invoice or similar supplementary document issued by Customer in connection with the Products supersede the terms of this Agreement. Any such documentation shall be solely for Customer's internal business purposes, and in no event shall any terms and conditions, or other charges of any such document modify or become a part of this Agreement or become binding on Barracuda, even

if signed by Barracuda. 22.2. Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement. 22.3. Assignment. Customer may not assign or transfer any of its rights or obligations under this Agreement without Barracuda's prior written consent. Barracuda may freely assign its rights and obligations under this Agreement. Any attempted assignment or transfer in violation of the foregoing will be void. Except to the extent forbidden in this section, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

Synology – IMPORTANT–READ CAREFULLY: THIS END USER LICENSE AGREEMENT (“EULA”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A LEGAL ENTITY) AND SYNOLOGY, INC. (“SYNOLOGY”) FOR THE SYNOLOGY SOFTWARE INSTALLED ONTO THE SYNOLOGY PRODUCT PURCHASED BY YOU (THE “PRODUCT”), OR LEGALLY DOWNLOADED FROM WWW.SYNOLOGY.COM, OR ANY OTHER CHANNEL PROVIDED BY SYNOLOGY (“SOFTWARE”). YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY USING THE PRODUCTS CONTAINING THE SOFTWARE, INSTALLING THE SOFTWARE ONTO THE PRODUCTS OR Page 44 of 6 DEVICE CONNECTED TO THE PRODUCTS. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT USE THE PRODUCTS CONTAINING THE SOFTWARE OR DOWNLOAD THE SOFTWARE FROM WWW.SYNOLOGY.COM, OR ANY OTHER CHANNEL PROVIDED BY SYNOLOGY. INSTEAD, YOU MAY RETURN THE PRODUCT TO THE RESELLER WHERE YOU PURCHASED IT FOR A REFUND IN ACCORDANCE WITH THE RESELLER'S APPLICABLE RETURN POLICY.

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Section 3. Backup. You may make a reasonable number of copies of the Software for backup and archival purposes only.

Section 4. Updates. Any software provided to you by Synology or made

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Section 6. Open Source. The Software may contain components licensed to Synology under the GNU General Public License ("GPL Components"), currently available at <http://www.gnu.org/licenses/gpl.html>. The terms of the GPL will control solely with respect to the GPL Components to the extent that this EULA conflicts with the requirements of the GPL with respect to your use of the GPL Components, and, in such event, you agree to be bound by the GPL with respect to your use of such components.

Section 7. Audit. Synology will have the right to audit your compliance with the terms of this EULA. You agree to grant Synology a right to access to your facilities, equipment, books, records and documents and to otherwise reasonably cooperate with Synology in order to facilitate any such audit by Synology or its agent authorized by Synology.

Section 8. Ownership. The Software is a valuable property of Synology and its licensors, protected by copyright and other intellectual property laws and treaties. Synology or its licensors own all rights, titles and interests in and to the Software, including

but not limited to copyright and any other intellectual property rights. Section 9. Limited Warranty. Synology provides a limited warrant that the Software will substantially conform to Synology's published specifications for the Software, if any, or otherwise set forth on the Website, for a period required by your local law. Synology will use commercially reasonable efforts to, in Synology's sole discretion, either correct any such nonconformity in the Software or replace any Software that fails to comply with the foregoing warranty, provided that you give Synology written notice of such noncompliance within the warranty period. The foregoing warranty does not apply to any noncompliance resulting from any: (w) use, reproduction, distribution or disclosure not in accordance with this EULA; (x) any customization, modification or other alteration of the Software by anyone other than Synology; (y) combination of the Software with any product, services or other items provided by anyone other than Synology; or (z) your failure to comply with this EULA. Page 46 of 6

Section 10. Support. During the period specified in the Section 9, Synology will make available to you the support services. Following the expiration of the applicable period, support for Software may be available from Synology upon written request.

Section 11. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND WITH ALL FAULTS. SYNOLOGY AND ITS SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE AND NONINFRINGEMENT, WITH REGARD TO THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, SYNOLOGY DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE OF BUGS, ERRORS, VIRUSES OR OTHER DEFECTS.

Section 12. Disclaimer of Certain Damages. IN NO EVENT WILL SYNOLOGY OR ITS LICENSORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, INFORMATION, REVENUE, PROFIT OR BUSINESS) ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHERWISE UNDER OR IN CONNECTION WITH THIS EULA OR THE SOFTWARE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY EVEN IF SYNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 13. Limitation of Liability. SYNOLOGY'S AND ITS SUPPLIERS' LIABILITY

ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHERWISE UNDER OR IN CONNECTION WITH THIS EULA OR THE SOFTWARE IS LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT REGARDLESS OF THE AMOUNT OF DAMAGES YOU MAY INCUR AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY. The foregoing disclaimer of warranties, disclaimer of certain damages and limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states/jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages. To the extent that those laws apply to this EULA, the exclusions and limitations set forth above may not apply to you. Page 47 of 6 Section 14. Export Restrictions. You acknowledge that the Software is subject to U.S. export restrictions. You agree to comply with all applicable laws and regulations that apply to the Software, including without limitation the U.S. Export Administration Regulations. Section 15. Termination. Without prejudice to any other rights, Synology may terminate this EULA if you do not abide by the terms and conditions contained herein. In such event, you must cease use of the Software and destroy all copies of the Software and all of its component parts. Section 16. Assignment. You may not transfer or assign your rights under this EULA to any third party, except for that pre-installed in the Products. Any such transfer or assignment in violation of the foregoing restriction will be void. Section 17. Applicable Law. Unless expressly prohibited by local law, this EULA is governed by and construed in accordance with the laws of the country, in accordance with which Synology Inc. was organized without regard to any conflict of law principles to the contrary. Section 18. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this EULA will be resolved exclusively and finally by arbitration conducted by three neutral arbitrators in accordance with the procedures of the Arbitration Law and related enforcement rules of the country in which Synology Inc. was organized. In such cases, the arbitration will be limited solely to the dispute between you and Synology. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall take place in Taipei and the arbitration proceedings shall be conducted in English or, if both parties so agree, in Mandarin Chinese. The arbitration award shall be final and binding on the parties and may be enforced in any court having

jurisdiction. You understand that, in the absence of this provision, you would have had a right to litigate any such dispute, controversy or claim in a court, including the right to litigate claims on a class-wide or class-action basis, and you expressly and knowingly waives those rights and agrees to resolve any disputes through binding arbitration in accordance with the provisions of this Section 18. Nothing in this Section shall be deemed to prohibit or restrict Synology from seeking injunctive relief or seeking such other rights Page 48 of 6 and remedies as it may have at law or equity for any actual or threatened breach of any provision of this EULA relating to Synology's intellectual property rights.

Section 19. Attorneys' Fees. In any arbitration, mediation, or other legal action or proceeding to enforce rights or remedies under this EULA, the prevailing party will be entitled to recover, in addition to any other relief to which it may be entitled, costs and reasonable attorneys' fees.

Section 20. Severability. If any provision of this EULA is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this EULA will remain in full force and effect.

Section 21. Entire Agreement. This EULA sets forth the entire agreement of Synology and you with respect to the Software and the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements whether written or oral. No amendment, modification or waiver of any of the provisions of this EULA will be valid unless set forth in a written instrument signed by the party to be bound thereby.

Infrascale – This Customer Agreement is entered into by Infrascale, Inc. ("Infrascale") and the person or entity agreeing to these terms ("You" or "Your") and consists of (a) the terms contained herein, (b) the Additional Terms (as defined below), and (c) any Infrascale Order (as defined below) (collectively, this "Agreement"). This Agreement governs Your use of the Infrascale Service Offerings (as defined below). BY EXECUTING AN INFRASCALE ORDER THAT REFERENCES THIS AGREEMENT, USING INFRASCALE SERVICE OFFERINGS OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ARE BOUND BY THIS AGREEMENT. IF YOU ARE AN INDIVIDUAL ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, (A) YOU REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, AND (B) YOU AGREE, ON BEHALF OF SUCH ENTITY, TO THE TERMS

AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT HAVE FULL LEGAL AUTHORITY TO BIND SUCH ENTITY OR DO NOT ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT EXECUTE AN INFRASCALE ORDER, CREATE AN ACCOUNT, USE THE INFRASCALE Page 49 of 6 SERVICE OFFERINGS OR OTHERWISE INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT.

1. Definitions.

1.1. "Account Information" means information about You and Users that You provide to Infracore in connection with the creation or administration of Your Account, and may include names, usernames, phone numbers, email addresses and billing information associated with Your Account.

1.2. "Additional Terms" means the following terms and policies: Infracore Terms of Service, Privacy Policy, Service Level Agreement, Overage Billing Policy, Hardware Warranty Policy (to the extent applicable), Statement of Support, Third Party Terms and any other terms and conditions disclosed to You in an Order, if applicable, through Your online account ("Account") or in connection with accessing any Services, each of which are hereby incorporated by reference.

1.3. "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

1.4. "Confidential Information" means all nonpublic information that one party or its affiliate (the "Discloser") discloses to the other party (the "Recipient") under this Agreement that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Notwithstanding the foregoing, Infracore Confidential Information shall include (a) nonpublic information relating to the technology, customers, pricing, product plans, marketing activities, finances and other business affairs of Infracore, its affiliates, suppliers, or licensors, (b) thirdparty information that Infracore is obligated to keep confidential, and (c) the nature, content and existence of any discussions or negotiations between You and Infracore or its affiliates. Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) was known to the Recipient at the time of the Recipient's receipt hereunder, (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act, or (iv) is independently developed by the Recipient.

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1.5. "Content" means software, data, text, files, audio, video or images.

1.6. "Documentation" means Services support material, if any, made

available by or on behalf of Infrascade, which may include product guides, manuals, specifications, and knowledgebase articles, each as may be updated from time to time.

1.7. "Fees" means (a) applicable fees for each Service as set forth in the Order or, if an Order is not executed or the fees are not set forth in the Order, as set forth in the then-current Infrascade price list, (b) applicable fees for Hardware, if any, (c) applicable support fees, (d) transportation fees and related charges, (e) applicable overage fees pursuant to the Overage Billing Policy, and (f) all additional fees as mutually agreed upon by the parties.

1.8. "Hardware" means all computer and computer-related physical equipment, if any, provided by Infrascade for use with the Services and/or Software.

1.9. "Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, service tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

1.10. "Infrascade Content" means Content made available by or on behalf of Infrascade in connection with the Services or on the Infrascade website at <http://infrascade.com> (the "Site") to allow access and use of the Services, including without limitation APIs, Documentation, Creatives, software libraries, templates, and other related technology.

1.11. "Losses" means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).

1.12 "Order" means (a) a written quote or other ordering document prepared by Infrascade and either (i) executed by Your authorized representative, (ii) referenced in a purchase order issued by You, or (iii) otherwise agreed to by Your authorized representative; or (b) Your or a User's registration for and/or enablement of the applicable Services via Your Infrascade Dashboard. Your acceptance of a quote or ordering document or registration for and enablement of Services in accordance Page 51 of 6 with any of the foregoing shall constitute Your execution of the Order for purposes of this Agreement.

1.13. "Policies" means the Privacy Policy, Website Terms of Use, Terms of Service, all restrictions described in the Infrascade Content, and any other policy or terms referenced in or incorporated into this Agreement.

1.14. "Service" means each of the services made available by or on behalf of Infrascade, including those services described in the Terms of Service. Services do not include any Third-Party Product.

1.15. "Service Offerings" means the Services, Infrascade Content, Software, Infrascade Brand Features, Hardware, and any other product or service provided by or on behalf of Infrascade under this Agreement. Service Offerings do not include any Third-Party Product.

1.16. "Service Term" or "Order Term" means, with respect to each subscription for

any Service, the Initial Service Term (as defined below) plus any Renewal Term(s) (as defined below). 1.17. "Software" means the software, if any, identified in an Order, as well as other software made available to You hereunder by or on behalf of Infracore, including any applications, utility programs, and interfaces. 1.18. "Support" means the support services described in the Support Policies, which support services are provided by or on behalf of Infracore for the applicable Services purchased by You. 1.19. "Support Policies" means the Service Level Agreement, Hardware Warranty Policy, Statement of Support and any other support policies for Services located at infracore.com/legal. 1.20. "Suspend" or "Suspension" means disabling or limiting access or use of the Service Offerings. 1.21. "Termination Date" means the effective date of termination provided in accordance with Section 7, in a written notice from one party to the other. Page 52 of 6 1.22. "Third-Party Product" means any Content made available to You by any third party on the Site or in conjunction with the Services, including any non-Infracorebranded software and services licensed to You pursuant to Third Party Terms. Infracore reserves the right to suspend or terminate any Third-Party Product at any time. In the event of a conflict between these Terms and any Third Party Terms, the Third Party Terms will prevail with respect to the Third-Party Product that is the subject matter of such terms. 1.23. "Trial Service" shall have the meaning ascribed to such term in the Terms of Service. 1.24. "User" means any individual or entity authorized by You or on Your behalf to access or use Your Content or the Service Offerings under Your Account. 1.25. "Your Content" means all Content that You or any User (or Infracore, when acting on Your instructions) transfers to Infracore for processing, storage, or hosting by the Services in connection with Your Account. Your Content does not include Account Information.

2. Your Rights. 2.1. Training. Following Your purchase of a subscription to a Service, Infracore will provide You initial technical training with respect to such Service via webinar or as otherwise agreed upon by Infracore. After the initial technical training has been completed, any further training may be provided by Infracore for a fee. 2.2. Support. Subject to the terms and conditions of this Agreement, Infracore will provide Support to You for the Services in accordance with the then-current Support Policy. 2.3. Advertising and Marketing. Infracore may provide You access to the Infracore "Partner Resource Center", which contains advertising and other creative materials that promote the Services. Such materials may include

Infrascale Brand Features, Documentation, graphics, download buttons, banners, and related materials (individually and collectively, "Creatives"). Subject to the terms and conditions of this Agreement, You may use, reproduce, modify and/or distribute the Creatives solely in connection with Your promotion of Services and strictly in accordance with guidelines (if any) included in the Partner Resource Center. You agree that You shall not modify, remove, or otherwise affect the Infrascale Brand Features. You represent and warrant that any modifications made to the Creatives by or on Your behalf shall not (a) infringe or misappropriate the intellectual property rights of Infrascale or any third party, (b) portray the Service Offerings or Infrascale in a false light, (c) contain any inaccurate statements or misrepresentations regarding the Service Offerings or Infrascale, or (d) contain any defamatory, scandalous, libelous, or unlawful matter.

3. Your Responsibilities.

3.1. Users.

You are responsible for providing any necessary notices to Users and for obtaining any legally required consents from Users concerning their use of the Service Offerings. You will ensure that all Users comply with all terms and conditions of this Agreement and that the terms of Your agreement with each User are consistent with this Agreement. You will be deemed to have taken any action that You permit, assist, or facilitate any person or entity to take related to this Agreement, Your Content or use of the Service Offerings. You are responsible for Users' use of Your Content and the Service Offerings and are liable for Users' acts and omissions. If You become aware of any violation by any User, You will immediately suspend that User's access to Your Content and the Service Offerings. Infrascale is not obligated to provide Support to Users unless Infrascale has a separate agreement with You or a User obligating us to provide such Support.

3.2. Representations and Warranties.

You represent and warrant that (a) You have full capacity, right and authority to enter into this Agreement, (b) You will comply with all applicable laws in Your performance of this Agreement, (c) any modifications of the Service Offerings made by You or on Your behalf shall not infringe or misappropriate any intellectual property, proprietary, or other rights of any third party, where such infringement or misappropriation would not have occurred but for such modification(s), and (d) Your entry into this Agreement and performance of Your obligations do not breach any of Your obligations to any third party, or breach any contract, agreement, or order by which You are bound.

3.3. Insurance.

For the Term of this Agreement, You shall maintain commercial general liability insurance

with limits of at least \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. Such insurance may not be changed or cancelled without at least thirty (30) days' prior written notice to Infracale. Page 54 of 6

3.4. Non-Solicitation of Customers.

Infracale agrees that with respect to each of Your customers who (a) purchases a subscription to an Infracale Service from You, and (b) continues to maintain an active subscription to such Service through You (each, an "Infracale Service Customer"), Infracale will not knowingly sell any Services to such Infracale Service Customer other than through You; provided, however, the foregoing obligation is strictly subject to Your provision of a current and accurate Customer List (as defined below) to Infracale in which the applicable Infracale Service Customer has been identified. The foregoing Infracale obligation shall not apply if (i) Infracale was already in a contractual relationship with, or in active negotiations towards a contractual relationship with, such Infracale Service Customer prior to You furnishing a Customer List with such Infracale Service Customer identified, or (ii) You are in breach of any term of this Agreement. A "Customer List" shall mean a written notice to Infracale that identifies those current Infracale Service Customers who satisfy the conditions described in (a) and (b) above. For the avoidance of doubt, You are not required to provide a Customer List to Infracale, however the obligation of Infracale set forth above shall apply only with respect to those Infracale Service Customers accurately identified on a current Customer List. Except as expressly set forth in this Section, Infracale retains the absolute and unrestricted right to market, distribute, sell and otherwise transact in the Services through any third party or directly with any customer by itself, without Your involvement or participation or any obligation to You in respect thereof (including, without limitation, any payment obligation).

3.5. Hardware.

(a) Delivery; Loss. If You are entitled to receive Hardware for use in connection with Infracale Disaster Recovery ("IDR") or Infracale Backup & Disaster Recovery ("IBDR"), delivery of the Hardware shall be made DAP (Delivered at Place, Incoterms® 2020) at Your designated facility (the "Designated Facility") in accordance with the delivery schedule mutually agreed upon by the parties. Unless expressly agreed to otherwise, You are responsible for and shall pay all transportation fees as specified in the Order, as well as all duty, customs clearance and other charges related to delivery to an international destination. You will ensure that You have all necessary rights, certifications, and licenses for the delivery, installation, maintenance, use,

and removal of the Hardware at the Designated Facility. From the time the Hardware is delivered to Your Designated Facility until its return to us, You are responsible for any loss, theft, damage to, or destruction of the Hardware, except to the extent caused by us. If You breach these Page 55 of 6 Terms, we may terminate Your and Your User's right to use the Hardware and we may remove the Hardware. (b) Title. Except as otherwise expressly agreed in writing by us, (i) we will make Hardware available to You to support Your or Your User's use of the IDR or IBDR Service, (ii) Infracore and/or its suppliers are the owner of the Hardware and will retain title thereto; and (iii) You will not, and will not purport to, assign, grant, or transfer the Hardware or any interest in the Hardware to any individual or entity, and any such purported assignment, grant, or transfer is void. (c) Installation; Customization. We will reasonably assist You with the installation of the Hardware on a mutually agreeable date. Except as expressly set forth in an Order, all branding requests, integration, API development and non-standard deployments which require any custom engineering work by us will be quoted separately and subject to a separate agreement between You and us. (d) Facility Assessment. You will ensure that the Designated Facility at which the Hardware is located meets the minimum requirements reasonably necessary to support the installation, maintenance, use, and removal of the Hardware. (e) Access to Hardware. You will ensure that personnel designated by Infracore are provided prompt and reasonable access to the Designated Facility as necessary to deliver, install, inspect, maintain, and remove the Hardware. You will not require the designated personnel to sign, accept, or otherwise agree to any documentation as a condition of accessing the Designated Facility (other than a standard visitor's log), and You agree that the terms of any such documentation are void even if signed by the designated personnel. You will ensure that no one modifies, alters, reverse engineers, or tampers with the Hardware, and that no one accesses, moves, or repairs the Hardware other than (i) personnel designated by us, (ii) as permitted in writing by us in connection with the maintenance of Hardware, or (iii) as necessary due to a situation involving imminent injury, damage to property, or an active fire alarm system. You acknowledge that the Hardware may be equipped with tamper monitoring. (f) Services and Security. There are inherent differences between Services running on Hardware at Your Designated Facility and those Services running at Infracore operated facilities, since the Hardware is physically located at

the Designated Facility where You are responsible for physical security and access controls, as well Page 56 of 6 as all power, networking, and environmental conditions. Due to these differences, any Infracore obligations or commitments in these Terms that depend on our operation of physical security and access controls, or power, networking, or environmental conditions, do not apply to Hardware or any IDR or IBDR Services running on Hardware not located at an Infracore operated facility. (g) Import/Export. You are responsible for complying with all applicable import, reimport, export, and re-export control laws with respect to the Hardware and any included Software, including any applicable license requirements and countryspecific sanctions programs. You are responsible for serving as the exporter and importer of record (as applicable) for the Hardware, and You accept that we will not participate in the export or import procedure. 4. Ordering And Payment Terms. 4.1. Purchases. You may purchase a subscription for the right to access and use the Service Offerings by entering into an Order with Infracore. Purchase of a subscription to the Service Offerings includes Your right to access applicable Support during the Service Term. 4.2. Payment. Your right to access and use the Service Offerings is subject to Your timely payment of Fees. Following each billing period, Infracore will issue an invoice to You for Fees due based on (a) Your purchase of Services (for those Services not provided under a consumption-based license model), (b) Your and Users' use of consumption-based Services during the previous billing period, (c) Your and Users' excess usage of the Services pursuant to the Overage Billing Policy, and (d) any other fees due hereunder. Overage fees due pursuant to the Overage Billing Policy will be invoiced in arrears. Payment shall be made by debit card, credit card, or ACH/direct debit. You authorize Infracore to charge Your payment method for all amounts due under this Agreement. If You purchase a multi-year subscription or a multi-year renewal for any Service, Your purchase is for the full value of all years of the subscription, even if the required payments are made in installments (e.g., monthly or annually). Except as otherwise provided in this Agreement or applicable law, Your obligation to pay all Fees is non-cancellable and the measurement by Infracore of Your and Users' use of consumption-based Services and excess usage of any Service is final. All Fees will be paid to Infracore without setoff or counterclaim and are non-refundable. Page 57 of 6 4.3. Delinquent Payments. If any payment is more than thirty (30) days past due (including if payment is late due to a

credit card expiration or chargeback or insufficient funds), Infracscale may, without limiting any remedies available to it hereunder and notwithstanding the opportunity to cure set forth in Section 7.2, (a) Suspend all or part of Your and Users' use of the Service Offerings until payment is made current, or (b) immediately terminate this Agreement and/or any specific Order(s) for breach. Infracscale may charge You interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. You are responsible for any and all costs of collection incurred by Infracscale in collecting such late or past due payments, including reasonable attorney's fees and litigation costs.

4.4. Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All Fees payable by You are exclusive of Indirect Taxes. Infracscale may charge and You will pay applicable Indirect Taxes that Infracscale is legally obligated or authorized to collect from You. You will provide such information to Infracscale as reasonably required to determine whether Infracscale is obligated to collect Indirect Taxes from You. Infracscale will not collect, and You will not pay, any Indirect Tax for which You furnish us a properly completed exemption certificate or a direct payment permit certificate for which Infracscale may claim an available exemption from such Indirect Tax. All payments made by You to Infracscale under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, You will pay such additional amounts as are necessary so that the net amount received by Infracscale is equal to the amount then due and payable under this Agreement. Infracscale will provide You with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

4.5. Invoice Disputes & Refunds. You must submit any invoice disputes prior to the payment due date. If the parties determine that certain billing inaccuracies are attributable to Infracscale, Infracscale will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, Infracscale will apply the credit memo Page 58 of 6 amount to the disputed

invoice, and You will be responsible for paying the resulting net balance due on that invoice. To the fullest extent permitted by law, You waive all claims relating to Fees unless claimed within sixty (60) days after charged (this does not affect any of Your rights with Your credit card issuer).

4.6. Overages. The Services are subject to usage limits specified in this Agreement, the Order, and the Overage Billing Policy. You acknowledge that use of the Services in excess of the usage limits may result in additional fees and agree to pay such fees in accordance with the Overage Billing Policy.

4.7. Initial Service Term and Renewals. Your subscription will be in effect for the initial service term identified on the Order or selected in Your Account, as applicable (the "Initial Service Term"). Your subscription (including subscriptions for consumption-based services) is auto-renewing, and Your purchase constitutes Your agreement to the auto-renewal of Your subscription for successive one (1) year terms, provided that if the Initial Service Term of Your subscription is monthly, the subscription shall auto-renew for successive one (1) month terms (each term of a renewal, the "Renewal Term"). Notwithstanding the foregoing, Infracore may impose limits on the number of Renewal Terms for certain subscriptions based on the age of the Hardware or other factors. You maintain the right to give email notice of non-renewal to Infracore at support@infracore.com at least thirty (30) days prior to the end of the then-current term. Each consumption model invoice shall constitute an auto-renewal notice under consumption models. All Orders, including for renewals, are subject to acceptance by Infracore in its discretion.

5. Confidential Information.

5.1. Obligations. The Recipient shall maintain the confidentiality of the Discloser's Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. The Recipient shall not use the Discloser's Confidential Information for any purpose except as required or necessary for performance of this Agreement. Without limiting the foregoing, the Recipient will not disclose the Discloser's Confidential Information except to affiliates, employees, agents, or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to maintain its confidentiality on terms at least as restrictive as those contained herein. The Recipient will ensure that those people and entities use the Discloser's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The Recipient shall

promptly return to the Discloser, or destroy, as the case may be, the Discloser's Confidential Information following the termination or expiration of this Agreement or earlier upon written request of the Discloser. 5.2. Required Disclosure.

Notwithstanding any provision to the contrary in this Agreement, the Recipient may also disclose the Discloser's Confidential Information to the extent required by a government body, court of law, or other valid legal authority provided that the Recipient uses commercially reasonable efforts to: (a) promptly notify the Discloser in advance of such disclosure, and (b) comply with the Discloser's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (a) and (b) above will not apply if the Recipient determines that complying with (a) and (b) could (i) result in a violation of the legal order requiring disclosure, and/or (ii) obstruct a governmental investigation. As between the parties, You are responsible for responding to all third-party requests concerning Your and Users' use of the Service Offerings. 6. Suspension. 6.1.

Generally, Infracore may Suspend Your or any User's right to access or use all or any portion of the Service Offerings if Infracore determines: (a) Your or any User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) could adversely impact Infracore systems, the Service Offerings, or the systems or Content of any other Infracore customer, (iii) could subject Infracore, its affiliates, or any third party to liability, or (iv) could be fraudulent; (b) You or any User is in breach of this Agreement, or any User is in breach of the Terms of Service or other applicable terms; (c) You fail to take necessary actions as described in the Terms of Service; (d) It is required to Suspend to comply with applicable law; Page 60 of 6 (e) You have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (f) Infracore wishes to Suspend a Trial Service pursuant to the Terms of Service. Infracore will eliminate any such Suspension once the circumstances giving rise to the Suspension have been resolved. At Your request, unless prohibited by applicable law, Infracore will notify You of the basis for the Suspension as soon as is reasonably possible. 6.2. Effect of Suspension. If Infracore Suspend Your or any User's right to access or use all or any portion of the Service Offerings: (a) You remain responsible for all Fees and charges You incur during the period of Suspension; and (b) You will not be entitled to any service

credits under the Service Level Agreement for any period of Suspension. 7. Term; Termination. 7.1. Term. This Agreement will become effective upon the earlier of (a) Your execution of an Order, (b) Your or any User's use of any Service, or (c) when You indicate Your acceptance of this Agreement (during Account creation or otherwise) and, unless earlier terminated in accordance with the terms of this Agreement, will remain in effect until the date on which Your last active subscription to a Service expires. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 7.2. 7.2. Termination for Cause. (a) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and, to the extent curable (other than a default in payment), such material breach remains uncured for a period of thirty (30) days from receipt of written notice by the other party. Page 61 of 6 (b) By Infracale. Infracale may also terminate this Agreement immediately upon notice to You for cause (i) if Infracale has the right to Suspend under Section 6.1(ae), (ii) if the agreement between Infracale and a third-party partner who provides software or other technology Infracale uses to provide the Service Offerings expires, terminates, or requires Infracale to change the way it provides the software or other technology as part of the Services, or (iii) in order to comply with applicable law or requests of governmental entities. 7.3. Effect of Termination. (a) Service Term. Upon expiration or termination of a Service Term: (i) all of Your and Users' rights under the specific Order terminate immediately, and You and Users will not be able to access Your Content provided in connection with the specific Order except as expressly set forth in Section 7.3(c); (ii) You remain responsible for all Fees and charges You have incurred under the specific Order through the date of expiration or termination of such Order and are responsible for any Fees and charges You incur during the post-termination period described in Section 7.3(c); and (iii) You will immediately obtain possession of all Hardware provided under the specific Order by or on behalf of Infracale (whether provided to You or Users) and return such Hardware, along with all accessories, to Infracale in the same condition as that in which it was provided (less reasonable wear and tear). In the event the Hardware is not immediately returned in the above-described condition, You agree You shall promptly pay to Infracale the actual cost of the Hardware less Depreciation. "Depreciation" shall be calculated by multiplying the actual cost of the

Hardware on the date of delivery by the Decline in Value, where the "Decline in Value" is equivalent to twenty-five percent (25%) per full year of Your Service Term for each of the first three (3) years following delivery of such Hardware, not to exceed seventy-five percent (75%). By way of example only, if Hardware is delivered on June 1, 2021 and returned to Infracore on March 1, 2023, the Depreciation for such Hardware shall be calculated by multiplying the actual cost for such Hardware by twenty-five percent (25%).

(b) Agreement. Upon termination of this Agreement: Page 62 of 6 (i) You will immediately return or, if instructed by Infracore, destroy all Infracore Content in Your possession and cause all Users to do the same; (ii) upon request, each party will return or destroy all Confidential Information of the other party; and (iii) the following Sections shall survive termination: Sections 1, 3.2, 3.5 (a-b), 4.2-4.6, 5, 7.3, and 8 through 11.

(c) Post-Termination. Unless Infracore terminates a specific Order or this Agreement for cause, during the forty-five (45) days immediately following termination of the specific Order or this Agreement, whichever occurs first (the "Retrieval Period"), Infracore will not take action to remove any of Your Content from the Infracore systems as a result of the termination and will allow You to retrieve Your Content from the specific Services; provided, the Retrieval Period for Infracore Cloud Application Backup ("ICAB") shall be five (5) days following termination of the ICAB Service Terms. Infracore is not responsible for the availability or accessibility of Your Content following the expiration of the Retrieval Period. You're solely responsible for managing the download of Your and Your end users' Content, and Infracore will have no liability if You fail to download such Content prior to termination or during the Retrieval Period. For clarity, termination of this Agreement also results in the termination of all Orders. Further, termination or expiration of this Agreement or any Order(s) will not release You from the obligation to make payment of all amounts accrued or due and payable to Infracore under the specific Order(s) prior to the effective date of termination or expiration, and upon termination for any reason other than due to an uncured breach by Infracore, all future amounts due under all terminated Orders shall be accelerated and become due and payable immediately (including amounts due for all years of a multi-year subscription or multi-year renewal), regardless of whether previously invoiced. For any use of the Services after termination of the specific Order, the terms of this Agreement will apply and You agree to pay the Fees applicable to such use except solely with respect to Your

authorized access to download Your Content under such specific Order. 8. Disclaimers. Page 63 of 6 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (A) THE SERVICE OFFERINGS AND THIRD-PARTY PRODUCTS ARE PROVIDED AND DISTRIBUTED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND WHATSOEVER, (B) INFRASCALE, ITS AFFILIATES, SUPPLIERS AND LICENSORS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION (I) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY AND QUIET ENJOYMENT, AND (II) WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (C) INFRASCALE, ITS AFFILIATES, SUPPLIERS AND LICENSORS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY CONTENT, DATA AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE SERVICES, (D) YOU AND USERS ARE SOLELY RESPONSIBLE FOR SECURING AND BACKING UP YOUR CONTENT, AND (E) INFRASCALE, ITS AFFILIATES, SUPPLIERS AND LICENSORS DO NOT WARRANT THAT THE SERVICE OFFERINGS OR THIRD-PARTY PRODUCTS WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS OR THAT THE SERVICE OFFERINGS OR THIRD-PARTY PRODUCTS ARE SUITABLE FOR COMPLIANCE WITH DOCUMENT RETENTION OR OTHER LEGAL REQUIREMENTS. THE SERVICE OFFERINGS AND THIRD-PARTY PRODUCTS ARE NOT DESIGNED OR INTENDED FOR HIGH-RISK ACTIVITIES. IN NO EVENT WILL INFRASCALE, ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY LOSS, LIABILITY, DAMAGES, OR CLAIMS RELATED TO ANY REGULATORY OBLIGATIONS YOU OR ANY USER MAY HAVE RELATED TO YOUR CONTENT. YOU ACKNOWLEDGE THAT INFRASCALE, ITS AFFILIATES, SUPPLIERS AND LICENSORS DO NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE OFFERINGS AND THIRD-PARTY PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. INFRASCALE, ITS AFFILIATES, SUPPLIERS AND LICENSORS ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. 9. Limitation Of Liability. INFRASCALE, ITS AFFILIATES, SUPPLIERS AND LICENSORS WILL NOT BE

LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR Page 64 of 6 LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICE OFFERINGS OR THIRD-PARTY PRODUCTS FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT OR THE USE THEREOF, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. FURTHER, NEITHER INFRASCALE NOR ANY OF ITS AFFILIATES, SUPPLIERS, OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR OR ANY USERS' INABILITY TO USE THE SERVICE OFFERINGS OR THIRD-PARTY PRODUCTS, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR AN ORDER, OR YOUR OR ANY USERS' ACCESS OR USE OF THE SERVICE OFFERINGS OR THIRD-PARTY PRODUCTS, (II) DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENT, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE OFFERINGS FOR ANY REASON, (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR OR ANY USERS' ACCESS OR USE OF THE SERVICE OFFERINGS, OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 10.2, THE AGGREGATE LIABILITY OF INFRASCALE, ITS AFFILIATES, SUPPLIERS AND LICENSORS UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY INFRASCALE UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION 9 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. 10. Indemnification. 10.1. General. You will defend, indemnify, and hold harmless Infrascala, its affiliates, suppliers and licensors, and each of their respective employees, officers, directors, and representatives (collectively, the "Infrascala Indemnified Parties") from and against any Losses arising out of or relating to any third-party claim concerning (a) Your or any Users' access or use of

the Service Offerings (including any activities under Your Account and use by Your employees and personnel), (b) breach of this Agreement or violation of applicable law by You, Users, or Your Content, (c) Your and Users' acts or omissions, or (d) a dispute between You and any Page 65 of 6 User. You will reimburse Infracale for reasonable attorneys' fees, as well as its employees' and contractors' time and materials spent responding to any third-party subpoena or other compulsory legal order or process associated with third-party claims described in (a) through (c) above at its then-current rates.

10.2. Intellectual Property. (a) Infracale will defend You and Your employees, officers, and directors (collectively, "Your Indemnified Parties") against any third-party claim to the extent based solely on an allegation that the Services or Infracale Brand Features infringe or misappropriate that third party's intellectual property rights and will pay the amount of any adverse final judgment or settlement. Notwithstanding the foregoing, Infracale will have no obligations or liability under this Section or otherwise with respect to any claim or award to the extent arising from (i) a combination of the Services or Infracale Brand Features with any other product, service, software, data, method, or content, including Your Content, (ii) use of the Services for a purpose or in a manner not permitted by this Agreement, or in a manner for which the Services were not designed, (iii) any modification of the Services or Infracale Brand Features made without express written approval by Infracale, (iv) Your or any Users' use of non-current or unsupported versions of the Services or Infracale Brand Features, (v) breach of this Agreement by any of Your Indemnified Parties, or (vi) any Trial Service. In addition, Infracale will have no obligations or liability arising from Your or any User's use of the Services after Infracale has notified You to discontinue such use. (b) You will defend and indemnify the Infracale Indemnified Parties against any third-party claim alleging that any of Your Content or Your Brand Features infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement. (c) If the Services become, or in the opinion of Infracale may become, the subject of a third-party infringement or misappropriation claim, then Infracale may, at its sole option and expense (i) procure the right for You to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative. If Infracale believes none of the foregoing remedies are

commercially reasonable, then Infracscale may Suspend or terminate Your and all Users' right to access and use the impacted Services. In the event of termination, Page 66 of 6 Infracscale will refund any pre-paid Fees (less any discounts provided and without consideration of any prepayment discount applied) for the Services pro-rated for the remaining Service Term. (d) The remedies provided in this Section 10.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services, either party's Brand Features, or Your Content. 10.3. Process. The obligations under this Section 10 will apply only if the party seeking defense or indemnity (the "Indemnified Party") (a) provides the other party (the "Indemnifying Party") prompt written notice of the claim, (b) provides the Indemnifying Party with sole control over the defense and settlement of the claim, and (c) reasonably cooperates with the Indemnifying Party (at the Indemnifying Party's expense) in the defense and settlement of the claim. In no event will the Indemnifying Party agree to any settlement of any claim that requires the Indemnified Party to admit liability or pay money without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld, conditioned, or delayed. 10.4. Indemnity for Third-Party Products. To the extent required or permitted by agreements between Infracscale and the providers of Third-Party Products, Infracscale will pass through to You rights to indemnification received with respect to Third-Party Products, if any. Notwithstanding the foregoing, You acknowledge that Infracscale is not responsible for the fulfillment of any Third-Party Product indemnities or for issues attributable to use of Third-Party Products. 11. General Provisions. 11.1. Publicity. Infracscale may use Your name and logo on the Site and marketing materials solely to identify You as an Infracscale customer and provided such use does not reveal any of Your Confidential Information. 11.2. Disputes. (a) Generally. Notwithstanding any other provisions in this Agreement, and except as otherwise set forth in this Section, if either You or Infracscale has any dispute, controversy, or claim, whether founded in contract, tort, statutory, or common law, Page 67 of 6 concerning, arising out of, or relating to this Agreement or the Service Offerings, including any claim regarding the applicability, interpretation, enforceability, scope, validity, or formation of this arbitration clause and/or this Agreement (each of the foregoing, a "Legal Claim") that cannot be resolved directly between You and Infracscale, then such Legal Claim will be settled by confidential, binding arbitration administered by the American Arbitration

Association (“AAA”) in accordance with the then-current Commercial Arbitration Rules of the AAA (the “AAA Rules”). The award of the arbitrator shall be accompanied by a reasoned opinion. Judgement on the award may be entered in any court of competent jurisdiction. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The arbitrator shall award to the prevailing party, if any, the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with the arbitration. This Section shall not preclude either party from seeking (i) equitable relief in accordance with the Terms of Service; or (ii) relief from a small claims court for disputes or claims within the scope of such court’s jurisdiction. (b) Process. To initiate an arbitration proceeding, an arbitration claim must be submitted by the claimant (the “Claimant”) to the AAA, and a written Demand for Arbitration must be provided to the other party (the “Opposing Party”), pursuant to the AAA Rules. Arbitration hearings will be held in Fairfax County, Virginia or any other location that is mutually agreed upon by You and Infracore. A single arbitrator will be mutually selected by You and Infracore and shall be (i) a practicing attorney licensed to practice law in Virginia or a retired judge; and (ii) selected from the arbitrators on the AAA’s roster of commercial dispute arbitrators who have a background in finance, technology, and/or online commerce law (or if there are no such arbitrators, then from the arbitrators on the AAA’s roster of commercial dispute arbitrators) (collectively, the “Arbitrator Requirements”). If You and Infracore cannot mutually agree upon an arbitrator within ten (10) days of the Opposing Party’s receipt of the Demand for Arbitration from the Claimant, then the AAA shall appoint a single arbitrator that satisfies the Arbitrator Requirements. The arbitrator will follow the law and will give effect to any applicable statutes of limitation. Payment of filing, administration and arbitrator fees will be governed by the AAA’s rules. 11.3. Governing Law. Except as otherwise expressly provided herein, all claims shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, exclusive of conflict or choice of law rules. The United Page 68 of 6 Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The courts in some countries will not apply U.S. law to some types of disputes. If You reside in one of those countries, then where U.S. law is excluded from applying, the laws of Your country of

residence will apply. 11.4. Modifications. Infrascale may modify this Agreement at any time, in our sole discretion. If we make any material modifications to this Agreement, we shall inform You by posting the modified terms at <https://www.infrascale.com/legal/customer-agreement/>. It is Your responsibility to check periodically for modifications to this Agreement. The modified Agreement will be effective upon Your next subscription renewal following posting of the updated terms. Your continued access or use of the Service Offerings after such renewal confirms Your consent to be bound by this Agreement, as amended. If You do not agree to be bound by the modified terms, then You may not continue to use the Service Offerings. 11.5. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications, representations, warranties, proposals, negotiations, discussions, understandings, or agreements (whether oral, written, implied, or otherwise) between the parties with respect to the subject matter hereof. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty, except those expressly set out in this Agreement. The terms located at any URL referenced in this Agreement and an Order are incorporated by reference into this Agreement. After this Agreement is effective, Infrascale may provide an updated URL in place of any URL in this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Order, the terms at any URL, and this Agreement. Any additional or conflicting terms contained in any purchase order, proposal, or other document provided by You shall be deemed rejected by Infrascale without need of further notice of objection, even if such document is acknowledged or accepted by Infrascale, and regardless of any statement to the contrary which may be contained therein, and shall be of no effect or in any way binding upon Infrascale. Except as otherwise expressly set forth herein, any amendment to this Agreement must be in writing, signed by both parties, and expressly state that it is amending this Agreement. Page 69 of 6

11.6. Third-Party Beneficiaries. Infrascale shall be a third-party beneficiary of any contract between You and Users with respect to the Service Offerings, and shall be entitled to enforce the obligations therein. Other than as expressly provided herein, no third-party beneficiaries are intended or will be construed as created by this Agreement. 11.7.

Notices. (a) To You. Infracale may provide any notice to You under this Agreement by (i) posting a notice on the Infracale Site or Dashboard, or (ii) sending a message to the email address then associated with Your Account. Notice Infracale provides by posting on the Infracale Site or Dashboard will be effective upon posting and notice Infracale provides by email will be effective when the email is sent. It is Your responsibility to keep Your email address current. You will be deemed to have received any email sent to the email address then associated with Your Account when Infracale sends the email, whether or not You actually receive the email. (b) To Infracale. To provide Infracale notice under this Agreement, You must do so via personal delivery, overnight courier or registered or certified mail to Infracale, Inc., 12110 Sunset Hills Road, Suite 600, Reston, VA 20190, Attention: Legal Department. Infracale may update its address for notice by providing notice of such change pursuant to subsection (a) above. Notice provided by personal delivery will be effective immediately. Notice provided by overnight courier will be effective one (1) business day after it is sent. Notice provided registered or certified mail will be effective three (3) business days after it is sent. 11.8. Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and reexport control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, You are solely responsible for compliance related to the manner in which You choose to use the Service Offerings, including Your transfer and processing of Your Content, the provision of Your Content to Users, and the geographic region in which any of the foregoing occur. You represent and warrant that You and any party that owns or controls You are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by Page 70 of 6 the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority. 11.9. U.S. Government Rights. The Service Offerings are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer

software documentation," and "technical data" with the same rights and restrictions generally applicable to the Service Offerings. If You are using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S.

Government's needs or are inconsistent in any respect with Federal law, You will immediately discontinue Your use of the Service Offerings. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement. 11.10. Questions. If You have any questions regarding this Agreement, please contact Infrascala at legal@infrascala.com.

Ninja (RMM tool) – Welcome to the NinjaOne Web site (the "Site"). The Site has been developed exclusively for use by NinjaOne partners, prospective partners, media, vendor partners and NinjaOne employees. By using the Site, you agree to follow and be bound by the following terms and conditions concerning your use of the Site ("Terms of Use") and our Privacy Policy. We may revise the Terms of Use and Privacy Policy at any time without notice to you. Areas of the Site may have different terms of use posted. If there is a conflict between the Terms of Use and terms of use posted for a specific area of the Site, the latter shall have precedence with respect to your use of that area of the Site. Use of Web Site Information You may download, view, copy and print documents and graphics incorporated in these documents (the "Documents") from the Site subject to the following: (a) the Documents may be used solely for personal, informational, non-commercial purposes; and (b) the Documents may not be modified or altered in any way. Except where your use constitutes "fair use" under copyright law, you may not otherwise use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit or distribute any information from this Web site in whole or in part without the express authorization of NinjaOne. Use of Software Any use of software and accompanying documentation you download from the Site is subject to the terms of a software License Agreement between you and NinjaOne. You Page 85 of 6 must read the license agreement and indicate your agreement to its terms prior to installing or using the software. All rights, title and interest not expressly granted are reserved. Third Party Web Sites, Content, Products and Services The Site provides links to Web sites and access to content, products and

services from third parties, including users, advertisers, affiliates and sponsors of the Site. You agree that NinjaOne is not responsible for the availability of, and content provided on, third party Web sites. You should refer to the policies posted by other Web sites regarding privacy and other topics before you use them. You agree that NinjaOne is not responsible for third party content accessible through the Site, including opinions, advice, statements and advertisements, and understand that you bear all risks associated with the use of such content. If you choose to purchase any products or services from a third party, your relationship is directly with the third party. You agree that NinjaOne is not responsible for: (a) the quality of third party products or services; and (b) fulfilling any of the terms of your agreement with the seller, including delivery of products or services and warranty obligations related to purchased products or services. You agree that NinjaOne is not responsible for any loss or damage of any sort you may incur from dealing with any third party. Disclaimer EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE, THE SITE, AND ALL CONTENT, MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED ON THE SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NINJAONE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NINJAONE MAKES NO WARRANTY THAT: (A) THE SITE WILL MEET YOUR REQUIREMENTS; (B) THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR ANY SERVICES OFFERED THROUGH THE SITE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS. ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK. NINJAONE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE. NINJAONE RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO THE SITE AT ANY TIME WITHOUT NOTICE. Page 86 of 6 Limitation of Liability IN NO EVENT SHALL NINJAONE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR

CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY.

ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnity You agree to defend, indemnify and hold harmless NinjaOne, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Site. **Privacy Policy** NinjaOne is concerned about your privacy and has developed a policy to address privacy concerns. [Click here to review the current privacy policy.](#) **Note About Children** Minors are not eligible to use the Site, and we ask that they do not submit any personal information to us. **Export Restrictions / Legal Compliance** You may not access, download, use or export the Site, or the content, software, products or services provided on the Site in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority, and not to directly or indirectly provide or otherwise make available the services and products of NinjaOne in violation of any such restrictions, laws or regulations, or without all necessary approvals, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. As applicable, you shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to your own use of the services of NinjaOne outside the U.S. Neither the services of NinjaOne nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, (i) into Cuba, Iran, Libya, North Korea, Sudan, Syria or any other country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By agreeing to these Terms and Conditions of Use, you agree to the foregoing and represents and warrants that you are not located in,

under the control of, or a national or resident of any such country or on any such list. Applicable Laws All matters relating to your access to, and use of, the Site shall be governed by U.S. federal law or the laws of the State of Delaware. Any legal action or proceeding relating to your access to, or use of, the Site shall be instituted in a state or federal court in Delaware. You and NinjaOne agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding. Copyright/Trademark Information NinjaOne is a registered trademarks of NinjaOne. Other names appearing on the Site may be trademarks of their respective owners.

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TO THE PUBLICATION DATE HEREOF (EACH A "PRIOR VERSION") THAT MAY APPEAR AND REQUIRE COMPANY'S ACCEPTANCE DURING THE REGISTRATION/INSTALLATION/DEPLOYMENT OF SUCH PRODUCT, THEN COMPANY AGREES THAT ITS ACCEPTANCE OF SUCH PRIOR VERSION SHALL BE DEEMED TO BE ACCEPTANCE OF THIS AGREEMENT FOR ALL PURPOSES AND SUCH PRIOR VERSION WILL BE MERGED INTO AND SUPERSEDED BY THIS AGREEMENT. Any additional, conflicting, or different terms or conditions proposed by Company in any Company issued document (such as an Order), are hereby rejected by Trend Micro and excluded herefrom.

1. Entire Agreement; Not a Master Purchase Agreement; Agreed Definitions.

1.1 Entire Agreement. This Agreement is binding on Company and Trend Micro when referenced or incorporated in a Quote from Trend Micro or a Reseller that directs Company to the website at which this Agreement is posted and Company places an Order for Products in response to such Quote that is accepted by Trend Micro by issuance of a License Certificate to Company for the Ordered Products. If no such Quote is provided to Company but nevertheless Company places an Order for Products with Trend Micro or a Reseller, the Parties agree that such Order, if accepted by Trend Micro by issuance of a License Certificate to Company for the Ordered Products, is licensed/sold on the terms and subject to the conditions set forth in this Agreement (including all policies, procedures, and websites referenced herein) and the issued License Certificate that is incorporated herein by reference and made a part of this Agreement for all purposes. The Parties agree that this Agreement (including the Standard Contractual Clauses and Data Processing Addendum that form a part hereof and set forth certain of the responsibilities of the Parties with respect to GDPR Data) is the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and any prior written agreements; representations, statements, or advertising of Trend Micro whether oral or written; course of dealing between the Parties or usage of the trade; Orders; or descriptions that are not specifically set forth in this Agreement with respect to the subject matter hereof, are all merged into and superseded by this Agreement. In entering into this Agreement, each Party represents and warrants to the other Party that it is NOT relying on any extrinsic representation, warranty, covenant, promise, forbearance, or inducement of any kind or nature that is or was made by any person that is not specifically set forth in this Agreement. By downloading,

installing, deploying, and/or using any Trend Micro Product obtained by Company for which a Trend Micro License Certificate is issued by Trend Micro to Company, Company ratifies and confirms its agreement to this Agreement (including the Standard Contractual Clauses, Data Processing Addendum, and the License Certificate) as the sole and exclusive terms, conditions, limitations, and exclusions governing the purchase/license of such Products. Direct questions, legal notices, and concerns regarding this Agreement to: legal_notice@trendmicro.com

1.2 Not a Master Purchase Agreement. Company acknowledges that this is NOT a master purchase agreement for subsequent purchases of Products, but rather, this Agreement only applies to each instant purchase/license of Products by Company. Each subsequent procurement/license of Products by Company will be made subject to and conditioned on the agreement of the Parties to the then-current version of this Agreement unless otherwise agreed in a writing signed by the Parties.

1.3 Procurement Under This Agreement. Company may secure Products under this Agreement by one of three methods: a. Procurement Through a Reseller. Typically, Company will secure a Quote for Products from a Reseller of Trend Micro Products. Based on such Quote, Orders by Company will be sent to the Reseller at such prices, discounts, and on invoice and payment terms as agreed solely by Company and its Reseller. Company understands that if an Order is placed with a Reseller, the Reseller can place an order with Trend Micro for Products (either directly through Trend Micro or through a Trend Micro distributor) as Page 89 of 6 requested by Company, but such Order is and will be subject to acceptance or rejection by Trend Micro at its discretion. Based on documents submitted by the Reseller, Trend Micro will reject or accept the Order, which acceptance is signified by Trend Micro's issuance of its License Certificate. Except for the matters agreed in the first sentence of this paragraph between the Reseller and Company, all other rights, obligations, terms, conditions, limitations, and exclusions regarding Products that are Ordered by Company are exclusively set forth in this Agreement. All payments by Company for Products will be made directly to the Reseller and never to Trend Micro. Company acknowledges that each Reseller is an independent contractor and in no event or circumstance will any Reseller now or hereafter be deemed a joint venturer, partner, fiduciary, or agent of Trend Micro and NO Reseller has been or will be authorized or permitted to have a right to create any binding obligation, responsibility, duty, liability, warranty, guaranty, or any

otherwise contract for or act on behalf of Trend Micro or waive or renounce any right of Trend Micro or modify any right, obligation, or agreement of Company set forth in this Agreement.

b. Direct Purchase from Trend Micro. Company may (if permitted by Trend Micro) secure a Quote directly from, and place an Order directly with, Trend Micro based on such Quote, which Order if accepted by Trend Micro will be governed solely by the terms, conditions, limitations, and exclusions set forth in this Agreement (including the License Certificate). All prices and payment terms will be as set forth in the Quote and all payments for Products will be made by Company directly to Trend Micro.

c. Procurement on a Store. Company may purchase a right to access and use (in accordance with Section 2.1(b)) certain Products sold on and hosted by an Online Store Provider. In each such instance, Product is sold by such Online Store Provider at prices determined by Trend Micro on payment terms determined by the Online Store Provider, but such Products will be subject to and governed by this Agreement with such other requirements as such Online Store Provider may impose in connection with Company's use of its Store and its services.

1.4 Agreed Definitions. In addition to initially capitalized definitions, descriptions, clarifications, and agreements that may be set forth elsewhere in this Agreement (that include all policies, procedures, and Trend Micro websites made a part hereof) that are referenced/incorporated herein, the initially capitalized definitions, descriptions, clarifications, and agreements shall have the meanings set forth in this Section 1.4 (each is an "Agreed Definition") and all Agreed Definitions shall be equally applicable to the singular, plural, and derivative forms. "Affiliate" means as to a Party, each person that is Controlled by a Party, that Controls such Party, or that is under common Control with such Party. "Control" means the direct or indirect ownership of more than fifty percent (50%) of the equity shares or interests (or the maximum equity ownership permitted by Applicable Law if such Party is not permitted to own more than 50%) entitled to vote for the directors or other management of such Party or the equivalent, but only for as long as such ownership relationship continues to exist. Upon request, each Party agrees to confirm in writing to the other Party, the status of any or all Affiliates. "Appliance" means a hardware-based appliance designed and provided by Trend Micro as a Product that inseparably combines Hardware and Integrated Software to form a single purpose, unified device that provides capabilities, features, and functionalities as set forth in its Documentation. The Hardware

portion of an Appliance may be sold, leased, rented, or loaned hereunder, whereas the Integrated Software portion of an Appliance is only licensed and never sold.

“Appliance Differing Terms” shall have the meaning set forth in Section 4.

“Applicable Laws” means all mandatory national, federal, provincial, state, municipal, and local laws, statutes, acts, ordinances, regulations, rules, codes, treaties, executive orders, supervisory requirements, official directives, circulars, opinions, interpretive letters, and other official releases in the Territory that are applicable from time-to-time to a Party’s performance of its obligations and/or exercise of its rights hereunder, including, without limitation, data protection/privacy laws; corrupt activities/illegal payment laws; economic/trade sanctions rules and regulations; and export/import laws. “Communications” shall have the meaning set forth in Section 9. “Company” is the corporation, company, or other legal entity (either public or private) that is listed on the License Certificate for such Products as being the licensee/purchaser. In the event of conflict between an Order and a License Certificate, the License Certificate shall control. “Company Data” means any data and information that is: (a) automatically forwarded to Trend Micro-owned or -controlled servers by Company’s use of any Page 90 of 6 licensed Software or other Products; or (b) otherwise intentionally provided by Company to Trend Micro. “Company’s Configuration” shall have the meaning set forth in Section 2.7. “Computer” means a Virtual Machine or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, including without limitation mainframes, Servers, workstations, desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internetconnected devices, and hardware products capable of operating a wide variety of productivity, entertainment, business, security, and/or other software applications. “Confidential Information” shall have the meaning set forth in Section 10. “Contractor” is an independent contractor that provides services in support of Company and/or its Affiliates with respect to any Products provided hereunder pursuant to a written agreement between such Contractor and Company that imposes an obligation (among other obligations) on such Contractor to fully comply with this Agreement to the extent of access to, possession of, and/or use of any Product by such Contractor. “Controlled Technology” shall have the meaning set forth in Section 17. “Data Processing Addendum” or “Addendum” means Trend Micro’s Data Processing Addendum (at

http://www.trendmicro.com/en_us/about/legal-policy/data-processing-addendum or as may be requested by Company from legal_notice@trendmicro.com) that is applicable if and to the extent Trend Micro acts as a 'processor' or 'sub-processor' (as defined in the GDPR) for Company of GDPR Data. The Parties agree that the Data Processing Addendum is incorporated herein and made a part hereof for all purposes on the terms and subject to the conditions and limitations set forth herein and therein. "Delivery Date," "Delivered," and "Delivery." The Delivery Date shall be: (a) for Software, it is the date that Software is made available by Trend Micro for electronic download by Company, and/or (b) for Hardware, the date of actual shipment to Company, but some Appliances may be subject to different delivery terms as notified by Trend Micro. All Products and Maintenance will be deemed for all purposes to be Delivered in the country of Trend Micro's place of business stated in the License Certificate. "Different Terms" shall have the meaning set forth in Section 3. "Documentation" means the printed, electronic, and online technical documentation and operating instructions generally made available by Trend Micro for Products provided for the purpose of supporting Company's Internal Business Use of such Products as authorized in Section 2.1. "End User" means any individual, entity, or person (directly or indirectly through another user) that: (a) accesses or uses a Product licensed hereunder for Company's benefit in accordance with this Agreement such as Company's Administrator(s), technical/support resources, or Company's employees/contractors whose access/use is in furtherance of its Internal Business Use; or (b) otherwise accesses or uses such Product. "GDPR" means the European Union General Data Protection Regulation with mandatory effect May 25, 2018 that is only applicable to Personal Data that is subject to, regulated by, and protected under the GDPR and shall also include additional laws, rules, and regulations now or hereafter promulgated by the European Union, any Member State, or other governmental authority under or supplemental to the GDPR, as the same may be amended, supplemented or replaced from time to time; and 'controller,' 'processor,' and 'data subject' shall have the meanings respectively assigned to them in the GDPR. "GDPR Data" shall mean 'personal data' (as defined in Art. 4) under the GDPR that is made available or supplied by Company to Trend Micro pursuant to this Agreement, if and only to the extent that the GDPR applies to Trend Micro with respect to its processing of such Personal Data. "Global Privacy Notice" means Trend Micro's Global Privacy Notice

published from time-to-time at https://www.trendmicro.com/en_us/about/legal/privacy-policy-product.html or as may be requested by Company from legal_notice@trendmicro.com. "Government Agency" shall have the meaning set forth in Section 18. "Hardware" means the hardware product that Integrated Software is embedded in or preloaded on by Trend Micro and sold as an Appliance and all Documentation therefor. "Instance" means an image of software on a physical device or Virtual Machine that is created by executing the software's setup or install procedure or by duplicating an existing Instance, and thereafter, that Instance is "run" by executing one or more of its instructions. Once running, an Instance is running (whether or not instructions continue to be executed) until it is removed from memory. "Integrated Software" means the object code version of any Trend Micro-published/branded applications software that is embedded in or preloaded on Hardware by Trend Micro to form an Appliance. Integrated Software Page 91 of 6 is licensed hereunder (and no right, title, or interest therein is sold) for a Subscription Period that is no longer than the life of the Appliance and is not re-deployable to replacement Hardware except as may be specifically permitted herein. "Internal Business Use" means the internal business access and use of Product licensed hereunder solely by and for the direct benefit of Company specifically in connection with the security, protection, and/or integrity of Company's systems, networks, devices, documents, emails, and/or other Company Data. "IP Claim" means any suit, cause of action, or other legal proceeding filed/brought against Company by a third party in the courts of law, equity, or otherwise ONLY in the Territory, that asserts that Software licensed hereunder directly infringes any patent, copyright, and/or trademark of such third party. "License Certificate" means an written (electronic or otherwise) acceptance/entitlement confirmation issued by Trend Micro to Company with the license/purchase of Products that confirms to Company the Products purchased by Company, including the applicable Licensed Capacity where applicable. The License Certificate and this Agreement forms the entire agreement between Trend Micro and Company with respect to each Order of Products that is accepted by Trend Micro. Company is advised to retain the License Certificate as proof of its entitlement to such Products. "Licensed Capacity" is defined (includes quantity, licensing metric, and term of license) as and notified in the License Certificate when Standalone Software is licensed hereunder, the number of licenses of each type of

Standalone Software that Company purchases from time-to-time and is then-validly licensed to Company under this Agreement, based upon Trend Micro's licensing measurement for each particular Standalone Software. The applicable licensing metrics/measurements (which may include, without limitation, measurement by Computer/CPU, Virtual Machine, device, node, Instance, Server, and user, as applicable) available to Company for Standalone Software licensed hereunder will be determined by Trend Micro from time-to-time for each Product. "Licensing Entity" shall have the meaning set forth in Section 23. "Maintenance" of Software shall have the meaning and description set forth in Section 5. Any maintenance or support of Hardware shall have the meaning and description set forth in applicable Appliance Differing Terms. "Non-Production Environment" means Company's use of an Appliance and/or Software exclusively in a laboratory, test, or research environment (and not in Company's production environment/systems) that does not access or make use of live production data at any time or for any reason. "Online Store Provider" means an entity that hosts an online marketplace or store (each a "Store") that offers for sale: (1) such entity's infrastructure (IaaS) and/or platform (PaaS) hosting services by separate agreement and a separately-stated service fee with the customer; together with (2) the software applications of third party publishers (such as Trend Micro) that are offered and resold (for a separately-stated royalty/fee) by such service provider entity for deployment on its infrastructure and/or platform, but licensed to the customer by the publisher for a Subscription Period. With respect to the access and use of any Trend Micro Standalone Software that is procured by Company on an Online Store Provider's store in accordance with Section 2.1(b), the Parties agree that the Online Store Provider is and will be solely responsible to Company for its infrastructure and/or platform hosting services and Trend Micro is solely responsible to Company for the Standalone Software and the Updating thereof. Examples of such Stores are AWS Marketplace, Microsoft Azure, Google Marketplace/Launcher, and VMware Marketplace. Unless stated to the contrary in the Store Purchase Exceptions published from time-to-time at www.trendmicro.com, the Parties agree that the Licensing Entity for any Standalone Software purchased from a Store and licensed under Section 2.1(b) is Trend Micro Incorporated as set forth in Section 23.2 and not as may otherwise be determined by application and operation of Section 23 hereof. "Open Source Software" means: (1) each and every third party software

code/component that is licensed/distributed under a license agreement approved by the Open Source Initiative or similar open source or freeware license (and not this Agreement); and (2) is embedded or included in a Product licensed hereunder; including any of the following Open Source Initiative-approved license agreements: (a) GNU's General Public License (GPL), Lesser/Library GPL (LGPL), and GNU Affero Public License; (b) The Artistic License (i.e., PERL); (c) the Mozilla Public License; (d) the Netscape Public License; (e) the Berkeley software design (BSD license including Free BSD or BSD-style license; (f) the Sun Community Source License (SCSL); (g) an Open Source Foundation License (e.g., CDE and Motif UNIX Page 92 of 6 user interfaces); (h) the Apache Server license; or (i) the MIT License. For the avoidance of doubt, each individual, third party software code/component of Open Source Software has its own copyright and its own license agreement. "Optional Features" means optional (as may be configured, restricted, limited, and/or disabled by Company in creation of Company's Configuration) capabilities, features, and functionality (such as the Smart Protection Network and/or Web Reputation Services, each as is more fully described in its Documentation) of a Product licensed hereunder that, among other things, collects and forwards certain Company Data (some of which may be Personal Data) for processing that is necessary to permit Trend Micro to, among other things, provide the capabilities, features, and functionality of such Product, including those that are optional, that Company deems necessary or appropriate for its business needs in determining Company's Configuration. "Order" means a procurement document placed by Company (with a Reseller or Trend Micro, as the case may be) for the procurement of Products to be supplied only in accordance with and subject to the provisions of this Agreement. All Orders are Customer's irrevocable commitment to purchase and pay for the Products stated in the Order and are subject to direct or indirect (where the Order is placed with a Reseller) acceptance by Trend Micro at its sole discretion, which acceptance occurs and is signified by Trend Micro's issuance of a License Certificate to Company for such Products or other Trend Micro performance (the "Order Effective Date"). "Party" means only each of the persons entering into this Agreement and all other persons such as Affiliates and Contractors of each Party are third parties without rights or benefits hereunder. "Personal Data" means one or more data elements relating to an identified or identifiable natural person that can be used to identify, directly or indirectly, such natural person to the extent such

data is regulated, protected, restricted, or controlled under Applicable Laws (such as, for example, the GDPR) for the protection of that natural person's privacy and related rights. "Perpetual Period" means with respect to a license granted for Standalone Software that extends for an indefinite period of time, subject to earlier termination in accordance herewith. For the avoidance of doubt, Standalone Software that is licensed for a Perpetual Period never includes a payment for, or a right to receive without additional fees or compensation, Maintenance for the entire Perpetual Period. "Products" means and includes Software, Appliances (including Hardware), and Maintenance that is licensed/purchased hereunder, but does NOT include: (a) Trend Micro "software-as-a-service" and "cloud-based" service offerings; or (b) PSP services or other premium, enhanced, managed, technical, or engineering services or support that may be provided by Trend Micro pursuant to a separate agreement or statement of work for additional compensation. Trend Micro specifically reserves the right from time to time in its discretion and without incurring any liability to Company: to modify the design, specifications, as well as functionality of any Product; and/or end-of-life (in accordance with Trend Micro published policies) such Product "Quote(s)" means one or more documents issued by Trend Micro or its Reseller (as the case may be) to Company specifying the Software, Appliance, and/or Maintenance that Company seeks to obtain, the related pricing, payment terms, and Licensed Capacity and sufficient other information to complete the transaction. Each Quote shall incorporate this Agreement (whether specifically, by reference, or by publication) as the sole basis and governing document for any procurement by Company based on the Quote. "Reseller" means a reseller, system integrator, independent software vendor, VAR, OEM or other channel partner that is authorized by Trend Micro or its distributor to secure orders for the license/sale of Products to end users, including Company. "Separate Modules" means any plug-in or module for Software that Trend Micro determines to be new or a different product/features/functionality that Trend Micro makes generally available to the public by license for new or additional consideration. Separate Modules are not included with Maintenance or Updates to existing Software. "Server" means a computer or device (and deployed software) on a network that provides functionality, management, and/or support for other devices and/or other network resources, such as a web server, file server, a database server, or a print server. "Software" means the object code version of Integrated

Software, Standalone Software, and Test Software and includes all Documentation and Updates thereto made available to and purchased by Company. In no event or circumstance will a source code version of any Software be offered, licensed, or otherwise provided hereunder to Company. Page 93 of 6 “Software Limited Warranty” shall have the meaning set forth in Section 11. “Standalone Software” means the object code version of any applications software (and Updates thereto) that is published by and is generally made available for license from Trend Micro hereunder that does not include any Hardware, nor is it licensed by Trend Micro as part of an Appliance. Standalone Software also includes Instances thereof that are licensed for deployment in a Virtual Machine environment. “Standard Contractual Clauses” or “Clauses” or sometimes also referred to the “EU Model Clauses” means the Standard Contractual Clauses (processors) published by the European Commission, which Standard Contractual Clauses are attached to the Data Processing Addendum at http://www.trendmicro.com/en_us/about/legalpolicy/data-processing-addendum or as may be requested by Company from legal_notice@trendmicro.com. The Parties agree that the Standard Contractual Clauses are incorporated herein and made a part hereof for all purposes on the terms and subject to the conditions and limitations set forth herein and in the Data Processing Addendum, and in the event such Clauses are in conflict with anything contained herein or the Addendum, such Clauses shall govern and control. The Parties further agree that if a subsequent replacement version of the Clauses is published by the European Commission, such replacement version will automatically replace the existing Clauses and apply mutatis mutandis; provided, however, should Trend Micro at any time put in place other measures to ensure that the transfer is in compliance with the GDPR (such as becoming certified under Privacy Shield), the Parties agree that the version of the Clauses then-in-effect between the Parties will automatically terminate and be superseded by such other measures when those measures take effect. “Store” shall have the meaning as set forth within the definition of Online Store Provider above. “Subscription Period” means, only if available from Trend Micro for a specific version of Software, the limited term/increment of time (i.e., not a Perpetual Period) that the Software is licensed for use by Company. Such Subscription Period may be offered by the week, month, or year (not to exceed three (3) years), during which period, the licensee has the right to use the Software (and receive Maintenance

without additional cost) in accordance herewith. After expiration of the Subscription Period, a new Subscription Period or Perpetual Period license must be purchased in order to continue the use of the expired Software. Integrated Software is always licensed for the limited Subscription Period that expires and terminates at the end of such Subscription Period, unless such license is earlier terminated in accordance with this Agreement such as when the unit of Appliance on which such Software was originally installed is no longer deployed and used in accordance with the Appliance's Documentation. "Term" shall have the meaning set forth in Section 22. "Territory" means worldwide other than Japan, subject always to and limited by the terms, conditions, waivers, limitations, disclaimers, and exclusions in this Agreement, and present and future Applicable Laws that applies to the Products and/or the performance of either Party hereunder that prohibits or restricts Product sale, use, or access: (a) to certain technology/goods/services; (b) to specified countries; and/or (c) by defined persons. "Test Period" shall have the meaning set forth in Section 7.1. "Test Software" shall have the meaning set forth in Section 7.1. "Test Use" or a "Test" shall have the meaning set forth in Section 7.1. "Trend Micro" means in each instance that Products are acquired under this Agreement, the Licensing Entity that provides Products in such instance as determined by application of Section 23. "Virtual Machine" means a software container, implementation, or emulation of a Computer (i.e., a physical device) that runs its own operating system and executes application programs like a physical Computer. "Updates" means and includes if and when generally made available by Trend Micro with respect to Software licensed hereunder that is also subject to then-paid Maintenance, new object code versions (including patches) of such Software that includes: (a) improvement of features/functionality that is used to identify, detect, and block computer viruses, spam, spyware, malicious code, websites, or other forms of computer abuse generally categorized as malware and other forms of content identification or categorization; (b) corrections, modifications, revisions, patches, new definition files, maintenance updates, bug fixes and/or other enhancements to, or for use in connection with, the Software; and/or (c) major or minor new versions of existing Software that contains new features, improvements to existing features, capabilities, structures, and/or functionality that Trend Micro makes available to existing customers that have then-purchased Maintenance for such Software; provided, however, the term Page

94 of 6 "Updates" specifically excludes Separate Modules and does not apply to the Hardware component of any Appliance. The access to and use of certain new versions, features, and/or functionality that Trend Micro may offer to make available to Company from time-to-time as an Update may be (at Trend Micro's determination) subject to and contingent upon Company's prior agreement to additional terms and conditions that are applicable to such new versions, features, and/or functionality. Updates that are released by Trend Micro from time-to-time replace or patch and will become part of previously licensed copies of the updated Software and will not increase the units/Licensed Capacity of Software licensed hereunder, or otherwise create additional copies or licenses of such Software, nor does any Update create any new or additional warranty for the Software it Updates.

2. Software License; Right to Copy; Limitations 2.1 Software License. Products are protected by patent, copyright, trade secret, and/or other worldwide intellectual property Applicable Laws. On the terms and subject to Company's continuous compliance with the conditions set forth in this Agreement (including the License Certificate) and on the condition precedent of Company making payment as directed in Section 1.3, Trend Micro hereby grants only to Company solely for the Internal Business Use of Company (and any of its Affiliates and/or Contractors as it permits in accordance with Section 2.5), a non-exclusive, non-transferable (except as may be a required for Standalone Software licenses in the European Union under mandatory Applicable Laws that do not permit a written waiver or limitation), non-assignable (by operation of law or otherwise), and revocable (in accordance herewith) right and license (with no right to sublicense) in the Territory to: (a) install or have installed (on Computers owned by or under the control of Company through written agreement with a Contractor), access, and use Standalone Software only as permitted in its Documentation, each of the foregoing for the stated Subscription Period (unless the License Certificate states that such Standalone Software is being licensed for a Perpetual Period) and in such Licensed Capacity as is listed in the License Certificate; (b) access and utilize (only as permitted in its Documentation) for a Subscription Period for the Licensed Capacity purchased, Standalone Software licensed hereunder that was purchased on a Store to be hosted (for separate service fee) by that Online Store Provider on its infrastructure/platform under a separate service agreement between Online Store Provider and Company; (c) use Integrated Software (only as permitted in its

Documentation) forming a part of any Appliance purchased hereunder only for such limited time (not for a Perpetual Period) as it forms a part of the unit of Appliance that it is originally shipped by Trend Micro to Company; and/or (d) with respect to any Software that offers Trend Micro cloud-hosted functionality and/or Optional Features that have been selected in Company's Configuration, Company may enable, access, and/or utilize such cloud-hosted functionality and/or Optional Features portion (if any) in accordance with applicable Documentation only: (i) during a Subscription Period for Software licensed for that limited term; or (ii) during the first year of newly-Licensed Capacity of such Software licensed for a Perpetual Period and for such time thereafter that Company purchases Maintenance for such Software.

2.2 Right to Copy. With respect to Standalone Software licensed under Section 2.1(a) only, Company shall have the right to reproduce, without additional cost, a commercially reasonable number of copies of the Standalone Software (in an unmodified form) and its Documentation that is licensed to Company only for backup/failover, archive, and/or training purposes, provided that Company reproduces on or in such copies any and all of the copyright, trademark, patent, and other proprietary notices or markings that appear on the original copy of the Standalone Software (and Documentation). No copy of Standalone Software will be utilized for production purposes (other than backup/failover testing or archive retrieval) except for such time as the production copy of such Standalone Software is not being utilized for production use.

2.3 Limitations/Conditions. Except as may be specifically granted hereunder by license to Company in this Section 2 or to the extent prohibited by or inconsistent with any Different Terms licensing Open Source Software to Company, Company agrees that it is not licensed hereunder to and as a condition hereunder, will not (or otherwise allow third parties to): (a) modify, adapt, alter, translate, or create derivative works (as defined under Applicable Laws) from any part of any Software (or its Documentation) or authorize others to undertake any of the foregoing prohibited acts; (b) merge or embed any Software with or in other software, sub-routines, or other binary code segments; (c) reverse engineer, Page 95 of 6 reverse compile, decompile, or disassemble any Product or object code thereof, or otherwise attempt to decrypt, decode or discover the source code or underlying ideas or algorithms of any Software or part thereof, including but not limited to sub-routines, functions, libraries or other binary code segments of Software except and

only to the minimum extent required to be permitted with respect to interoperability under mandatory Applicable Law without the possibility of waiver; (d) distribute, license, sublicense, lease, sell, rent, loan, mortgage, encumber, auction, or otherwise transfer or provide a copy of any Software (or components thereof including any license or access key or authorization) to any third party; (e) publish, provide, or otherwise make available to any third party, any competitive, performance, or benchmark tests or analysis relating to the Software without the written permission of Trend Micro which may be withheld or conditioned at the sole discretion of Trend Micro; (f) deploy or use Software or Appliance in any manner other than as expressly permitted in its Documentation; (g) permit any third party to use or benefit from the use or functionality of any Product (alone or in combination with any other product or service) via, for instance, third party outsourcing facility or service, service bureau arrangement, time sharing basis, or as part of any other hosted or platform service that permits either access to or use of any Products, whether on a specific fee basis or otherwise; or (h) attempt to do any of the foregoing. Company understands and agrees that all Software and Appliances are subject to End-ofMaintenance/Support policies forming a part Trend Micro's policies referenced in Sections 4 and 5 below.

2.4 Use Exclusions.

Products are not fault-tolerant/fail-safe and are not designed, intended, suitable, or licensed hereunder for use, and may not be used, in situations or environments requiring extra safety features or functionality for fail-safe or fault-tolerant performance, such as: (a) the design, construction, operation, or maintenance of any nuclear facility, civil infrastructure such as power plants and waterworks, manufacturing facilities, or industrial plants such as chemical refineries; (b) aircraft navigation, communications, or operating systems; (c) air traffic control systems; (d) operation of lifesupport or life-critical medical equipment; or (e) any other equipment or systems in which the circumvention, unavailability, inaccuracy, ineffectiveness, or failure of the Product could lead or contribute to death, personal injury, or physical property/environmental damage, and Trend Micro specifically excludes any right or license for any such use and disclaims any express or implied warranty/guarantee of fitness for any such use. Only as may be specifically set forth in the Documentation therefor, Trend Micro notifies Company that no Product has been submitted for compliance testing, certification, or approval for any use by any governmental agency and/or a self-regulatory, standardsetting, or other

industry/product-specific consensus organization. 2.5 Affiliate and/or Contractor Use; BYOL. 2.5.1 Affiliate and/or Contractor Use. For no more than the Licensed Capacity purchased by or on behalf of Company as evidenced in a License Certificate, Trend Micro grants Company the right to authorize and permit (for no additional fees or amounts due Trend Micro other than the fees already payable with respect to licenses purchased by Company): (a) Company's Affiliates to access, deploy, and/or utilize Products only in connection such Affiliate's Internal Business Use for so long as such person remains an Affiliate of Company; and (b) Contractors to Company and/or its Affiliates to access, install, deploy, and/or utilize Products only in connection with the provision of business process support, technical support, or outsourcing services to and solely for the use and benefit of Company and/or Affiliates in connection with its and their Internal Business Use and not for the benefit of any third party or such Contractor, all of the foregoing on the terms and subject to the limitations and conditions of this Agreement. Each Affiliate and Contractor having access to, possession of, and/or utilization of any Product will be considered an authorized user of Company under this Agreement with respect to such Product and NOT a separate or additional licensee or otherwise having any rights or deemed to be a third party beneficiary hereunder in any event or circumstance. Company agrees at all times to require, ensure, and enforce compliance with the grants, terms, conditions, and limitations set forth in this Agreement as well as the Data Processing Addendum and Standard Contractual Clauses where applicable by Company's Affiliates (including, without limitation, those applicable to the Affiliate's GDPR Data that may be exported outside of the EEA to Trend Micro by the Affiliate's use of any Product licensed to Company) and/or Contractors having access to Products procured hereunder and, further, Company agrees that it Page 96 of 6 shall at all times be and remain legally and financially responsible to Trend Micro for the compliance and non-compliance with, or breach of, this Agreement and the Standard the Data Processing Addendum/Contractual Clauses where applicable caused by any Affiliate or Contractor. For the avoidance of doubt, since all Maintenance is to be provided by Trend Micro only to Company, no Affiliate and/or Contractor will be entitled to request or receive Maintenance directly from Trend Micro. 2.5.2 BYOL. In addition to the rights and obligations of Company in connection with Contractor use in Section 2.5.1, the Parties agree that all or any portion of the Licensed Capacity of

Standalone Software licensed for a Perpetual Period (unless otherwise authorized in the applicable Documentation as being available for Products that are licensed for a prepaid Subscription Period) pursuant to Section 2.1(a) that is subject to then-current paid Maintenance may be deployed and hosted on the infrastructure/platform of a Contractor in a Bring-Your-Own-License (BYOL) environment for the sole access, use, and benefit of Company and/or its Affiliates in accordance herewith. In partial consideration for Trend Micro granting the foregoing rights without the payment of additional monies, Company agrees that Trend Micro will have no responsibility to Company in any event or circumstance for, or liability or otherwise subject to or liable for any damages whatsoever to Company with respect to, the actions or inactions of any such Contractor or breach of its agreement with Company.

2.6 Ownership; Compliance Tools. The Parties understand and agree that all Software is licensed and not sold hereunder. The Parties agree that, as between the Parties, all Software and its Documentation, and all worldwide intellectual property rights therein or related thereto, are the exclusive property of Trend Micro, its Affiliates, and/or its or their licensors/suppliers. All rights in and to Software not expressly granted to Company in this Agreement are reserved by Trend Micro and Company will have no other or different rights (implied, by estoppel, or otherwise) or privileges with respect to any Software. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Trend Micro's existing or future patents or other intellectual property rights. Trend Micro reserves the right to take any and all reasonable steps to prevent unauthorized access to, and use of, Software by any person. Company acknowledges and agrees that Trend Micro may utilize and deploy in connection with any or all Products: (a) registration or license keys or authorization codes that are required for activation and/or renewal of each or all copies or use of a Product; and/or (b) other compliance tools, processes, procedures, and /or controls to ensure that Company has purchased full entitlement for Products it has deployed.

2.7 Use of Company Data. **2.7.1 Company Data Provided to Trend Micro; GDPR Data.** Company understands and agrees that the installation and/or use of each Product and the Maintenance thereof will require that Company provide or make available Company Data (including any GDPR Data and/or Personal Data) to Trend Micro. Company may: (a) as and to the extent stated or permitted in the applicable Documentation for a specific Product,

elect to set the Company Configuration (as discussed further in Section 2.7.2) of a Product to automatically forward (without human command or intervention) certain Company Data (including any GDPR Data and/or Personal Data) to Trend Micro-hosted or -controlled servers (for example, by enabling certain Optional Features of a Product); and/or (b) intentionally provide certain Company Data (which may also be GDPR Data and/or Personal Data) to Trend Micro in connection with (i) Product registration, activation and/or deployment/redeployment of a Product, and/or (ii) Maintenance provided by Trend Micro to Company in relation to such Product. Company authorizes Trend Micro to utilize Company Data (that may also be GDPR Data and/or Personal Data) for the effective delivery of the features, functionality, and benefits of Trend Micro's Products, Maintenance, and other services to Company as well as to further its understanding of, and improve, the usability, capabilities, and effectiveness of Trend Micro's Products, Maintenance, and other services for Company and other customers and business partners of Trend Micro. For information on how Trend Micro utilizes Personal Data comprised in Company Data, please see the Global Privacy Notice. By entering into this Agreement, each of Company and Trend Micro acknowledges and agrees that it is also entering into and agreeing to be bound by: (1) the Data Processing Addendum; and (2) the Standard Contractual Clauses, it being further agreed that each of the Addendum and Clauses shall only apply, on the terms and subject to the conditions and limitations set forth herein and therein, if and to the extent that Trend Micro acts as a processor or sub processor for Page 97 of 6 GDPR Data (but not other Company Data) that Company (and its Affiliates that have been authorized to access, deploy, and/or utilize Products pursuant to Section 2.5) provides or makes available to Trend Micro hereunder. If any Affiliates of Company utilize any Products, Company hereby enters into and agrees to be bound by the Data Processing Addendum and the Standard Contractual Clauses for itself and on behalf of each such Affiliate, and Company represents and warrants to Trend Micro that Company is duly authorized, and Company and all such Affiliates have each taken, all necessary action to do so validly.

2.7.2 Company's Configuration of Optional Features. Company acknowledges and agrees that selection (during activation/initial deployment and at all times thereafter) and use of Optional Features in each Product is solely Company's responsibility in connection with the creation of Company's Configuration of each Product and assuring that Company's

Configuration conforms to Company's requirements, policies, and procedures regarding any processing of Company Data (including any GDPR Data and/or Personal Data) and complies with all Applicable Laws in each jurisdiction to which Company's processing of any Company Data may be subject (including any GDPR Data and/or Personal Data) and/or from which Company is accessing and utilizing an Optional Feature of such Product. Therefore, Company agrees to: (1) review the capabilities, features, and functionality of the Optional Features in the Documentation thereof; and (2) configure, restrict, limit, and/or disable each Optional Feature in order to cause its Company Data to be utilized in a manner that meets Company's specific needs and Applicable Laws (each Product as configured by or on behalf Company from time-to time is herein referred to as "Company's Configuration"). Except for Optional Features and permissions and administrative selections described in the Documentation, Company understands that each Product is a standard off-the-shelf software or hardware-based appliance and no additional or different instructions or configurations are available to Company for such Product.

2.8 Security Acknowledgement. Due to the continual development of new techniques for intruding upon and attacking networks, systems, and/or Computers, Trend Micro does not represent, warrant or guarantee: (1) that Products will detect, block, or completely remove, or clean any or all applications, routines, and files that are malicious, fraudulent or that Company does not use or want; or (2) that any Product or any data, equipment, system or network on which a Product is used (or protects) will be free of vulnerability to intrusion or attack. Company agrees that the success of security efforts and the operation and protection of its Computers, networks, and data are dependent on factors solely under Company's control and responsibility, including, but not limited to: (a) the design, implementation, deployment, and use of hardware and software security tools in a coordinated effort to manage security threats; (b) the selection, implementation, and enforcement of appropriate internal security policies, procedures and controls regarding access, security, encryption, use, and transmission of data; (c) development of, and ongoing enforcement of, processes and procedures for the backup and recovery of any system, software, database, and any stored data; and (d) diligently and promptly downloading and installing all Updates to Products made available to Company.

3. Open Source Software. The Software may come bundled or otherwise be distributed with Open Source

Software that is subject solely to the agreement terms, conditions, limitations, and disclaimers of the specific license (each "Different Terms") under which such Open Source Software is redistributed to Company by Trend Micro and NOT this Agreement. Different Terms applicable to any Open Source Software redistributed in any Software provided hereunder will be identified by Trend Micro in the Documentation for, and/or in a "Read Me" or an "About" file in, the Software. OPEN SOURCE SOFTWARE IS PROVIDED BY TREND MICRO "AS IS, WITH ALL FAULTS, AS AVAILABLE" WITHOUT (AND TREND MICRO SPECIFICALLY DISCLAIMS) ANY GUARANTEE, CONDITION, OR WARRANTY (EXPRESS, IMPLIED, OR OTHERWISE) OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND/OR NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AS IT RELATES TO ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH OPEN SOURCE SOFTWARE, TREND MICRO SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED Page 98 of 6 AND/OR OTHERWISE BASED ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF OPEN SOURCE SOFTWARE, EVEN IF TREND MICRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 4.

Appliances. Several Products available hereunder are Appliances. As such, each Appliance has certain terms and conditions applicable thereto that are in addition to, or different than, those set forth herein (all are "Appliance Differing Terms"). In the event Company is licensing/acquiring/leasing/renting/testing/evaluating an Appliance hereunder, Company agrees that the applicable Appliance Differing Terms are incorporated herein by reference and made a part hereof for all purposes. Appliance Differing Terms may include, among other things: a modified and/or different license grant and/or Maintenance for the Integrated Software that forms a part of the Appliance; Hardware warranty and ownership; and/or a description of available maintenance and support for Hardware and the Appliance in general. In the event of conflict between the terms and conditions in the body of this Agreement, and those Appliance Differing Terms, the applicable Appliance Differing Terms shall govern and control. Appliance Differing Terms are set forth at https://www.trendmicro.com/en_us/about/legal/appliance-differing-terms.html as

may be updated from time-to-time and at any time.

5. Maintenance. All Standalone Software licensed for a limited term Subscription Period by Trend Micro includes paid Maintenance in the price of the license for the entire Subscription Period that is purchased by Company. However, Standalone Software licensed for a Perpetual Period hereunder includes Maintenance only for a period of one (1) year from Delivery of the Standalone Software, thereafter, additional Maintenance then-offered by Trend Micro may be purchased for Standalone Software in one (1) year increments. The description of Maintenance and Trend Micro's policies with respect to Standalone Software from time-to-time and at any time are set forth at <https://success.trendmicro.com/support-policies> that are incorporated herein by reference and made a part hereof for all purposes. The description of Maintenance and Trend Micro's policies with respect to Integrated Software are set forth in the Appliance Differing Terms.

6. Applicable Laws. To the extent applicable to Company's performance of its obligations and/or exercise of its rights hereunder (including without limitation in relation to Company's and its Affiliates' (and its and their Contractors') use and/or configuration of any Product), Company represents (on an ongoing basis) and warrants to Trend Micro and agrees that Company and its Affiliates' (and its and their Contractors') will: (1) comply with all Applicable Laws (including, without limitation, the GDPR if and to the extent applicable) and will not use or configure any Products or give any instructions to Trend Micro which would or could infringe, violate, or otherwise not be in compliance with any Applicable Laws or could cause Trend Micro to do so; and (2) identify, procure, and maintain any permits, certificates, approvals, consents, and inspections that may be required or advisable in order to comply with Applicable Laws with respect hereto. If there is any failure to comply with or breach of this Agreement arising out of or related to this Section, Company will promptly (at no cost Trend Micro) do all things and take all actions as may be necessary or appropriate to cure and correct any breach or noncompliance with any Applicable Laws.

7. Test/Evaluation of Appliances and/or Software.

7.1 Test/Evaluation. If Standalone Software or Integrated Software is provided to Company under this Agreement that has been identified by Trend Micro as "Evaluation," "Proof-of-Concept," "Trial," or "Test" Software (each a "Test Software"), then the provisions of this Section 7 shall apply thereto and shall supersede any conflicting term or condition of this Agreement. In each of the foregoing instances, Company is granted a royalty free, non-transferable, limited

license to install the Test Software on Computers located in the country of Delivery and owned (unless an Appliance is provided by Trend Micro in connection with Test Use) by Company and only use the Test Software for evaluation of such Test Software in a Non-Production Environment (a "Test Use" or a "Test") that is limited to thirty (30) days from the date the Test Software is Delivered to Company (or on the date that an Appliance is shipped to Company by Trend Micro for a Test) unless otherwise agreed in writing by Trend Micro (the "Test Period"). Sections 2.1, 2.2, and 2.5 of this Agreement do not apply to Test Software, but Sections 2.3, 2.4, and 2.6 do apply to Test Software. If the Test Use involves an Appliance (and Integrated Software), the Parties agree that the applicable Appliance Differing Terms sets Page 99 of 6 forth additional and/or different terms and conditions that are applicable to the Appliance and the Integrated Software that forms a part of that Test Use Appliance. During the Test Period, Company may be able to receive web or email based technical support in the country where Company is located, but otherwise support is not generally available for Test Software or Appliances.

7.2 Exclusion; Limitation of Liability for Test Software. TEST SOFTWARE AND ANY APPLIANCE MAY CONTAIN ERRORS OR OTHER PROBLEMS THAT COULD CAUSE SYSTEM OR OTHER FAILURES AND DATA LOSS. CONSEQUENTLY, TEST SOFTWARE IS PROVIDED TO COMPANY "AS IS, WITH ALL FAULTS." TREND MICRO SPECIFICALLY DISCLAIMS AND EXCLUDES ANY WARRANTY, CONDITION, GUARANTEE, AND/OR LIABILITY TO COMPANY OF ANY KIND OR NATURE WITH RESPECT TO TEST SOFTWARE AND ANY APPLIANCE ON WHICH THE TEST SOFTWARE IS DEPLOYED. WHERE LEGALLIABILITY CANNOTBE EXCLUDED BY THIS DISCLAIMER, BUT MAY BE LIMITED, TREND MICRO'S LIABILITY AND THAT OF ITS SUPPLIERS/LICENSORS/RESELLERS UNDER THIS AGREEMENT RELATED TO TEST SOFTWARE AND ANY APPLIANCE ON WHICH THE TEST SOFTWARE IS DEPLOYED, SHALL BE LIMITED IN THE AGREEGATE TO THE SUM OF FIVE HUNDRED DOLLARS (USD\$500.00) OR THE EQUIVALENT IN LOCAL CURRENCY. Any information about the Test Software gathered from its access or use shall be used solely by Company for the test/evaluation and such information shall not be provided to any third party. Notwithstanding anything contained herein, each Party has the right to terminate any Test Use and the license herein granted at any time with or without reason with five (5) days prior written notice to the other Party. Upon expiration of the Test Period or earlier termination as set forth in this Section 7.2, Company agrees to automatically (and without notice or

request from Trend Micro) immediately stop using the Test Software and uninstall, delete, and irretrievably destroy all copies of the Test Software and Documentation including those that may be included in any backup or archive files and shall promptly confirm same to Trend Micro in writing.

8. Records; Audit. During the Term and for two (2) years thereafter, Company agrees to retain and make available to Trend Micro accurate and complete records and other system information sufficient to provide verification of the Licensed Capacity of each Product licensed and Company's utilization of Products is and has consistently been in compliance with this Agreement. With at least twenty (20) days prior written notice, Trend Micro shall have the right to cause an audit (by an internationally-recognized audit firm) to be conducted no more frequently than once each calendar year. If an audit reveals any deployment or use of the Products that is in excess of the Licensed Capacity or is otherwise out of compliance with this Agreement, then Company agrees to promptly correct such non-compliance. If the Licensed Capacity for any unlicensed or excess utilization of all Products audited hereunder is greater than, in the aggregate, ten percent (10%) of the actual Licensed Capacity or licensed use for Products purchased by Company, Company agrees to reimburse Trend Micro for its reasonable costs incurred in performing the audit.

9. Consent to Electronic and Other Communications and Notices. Company agrees that Trend Micro may send Company required legal notices and other communications about Products (including Updates), other and/or new Trend Micro products and services, special offers and pricing or other similar information, customer surveys, and other requests for feedback (collectively "Communications"). Trend Micro may provide Communications via (among other methods): (a) in-person contacts by Trend Micro and/or Reseller personnel; (b) in-Product notices or email to registered email addresses of named Company contacts; and/or (c) posted Communications on its Websites. With respect to email notices, any such email notice to Company will be sent by Trend Micro to the account administrator(s) named by Company during registration. Company is responsible for ensuring that the email address for the Company's account administrator(s) is accurate and current. Any email notice that Trend Micro sends to the then-current email address will be effective when sent, whether or not Company actually receives the email. By accepting this Agreement, Company consents to receive all Communications through these means.

10. Confidentiality/Non-Disclosure. Each Party hereto

acknowledges that by reason of its relationship with the other Party hereunder, it may have access to confidential information and materials concerning the other Party's business, technology, and/or products that is confidential to the other Party ("Confidential Page 100 of 6 Information"). Each Party's Confidential Information is of substantial value to the Party, which value could be impaired if such information was disclosed to third parties or used in violation of this Agreement. Written or other tangible Confidential Information must at the time of disclosure be identified and labeled as Confidential Information belonging to the disclosing Party. When disclosed orally or visually, Confidential Information must be identified as confidential at the time of the disclosure, with subsequent confirmation in writing within fifteen (15) days after disclosure. Each Party agrees that it will not use in any way for its own account or the account of any third party, such Confidential Information, except as authorized under this Agreement, and will protect Confidential Information at least to the same extent as it protects its own Confidential Information and to the same extent that a reasonable person would protect such Confidential Information. Neither Party may use the other Party's Confidential Information except to perform its duties or exercise its rights under this Agreement. The Confidential Information restrictions will not apply to Confidential Information that is (a) already known to the receiving Party at the time of access hereunder; (b) is or becomes publicly available through no wrongful act of the receiving Party, (c) independently developed by the receiving Party without benefit of the disclosing Party's Confidential Information; (d) has been rightfully received from a third party not under obligation of confidentiality; (e) disclosed in any legal proceeding arising from or in connection with this Agreement; or (f) required to be disclosed by law, provided the Party compelled to disclose the Confidential Information provides the Party owning the Confidential Information with prior written notice of disclosure (only if legally permissible) adequate for the owning Party to take reasonable action to prevent such disclosure. Unless otherwise agreed to by both Parties, upon termination of this Agreement or an applicable Addendum, each Party will return the other Party's Confidential Information. In the event that the Parties hereto have previously entered into a non-disclosure or confidentiality agreement that is still in effect on the Order Effective Date of this Agreement, then the Parties hereto agree that such prior agreement is hereby merged into and superseded by this Agreement ONLY with

respect to the subject matter hereof and the transactions undertaken pursuant hereto. 11. Limited Warranty – Software. 11.1 Limited Warranty. Trend Micro warrants to Company only that on the initial Delivery Date of any Software licensed under this Agreement and for thirty (30) days after the Delivery Date therefor, that such Software when installed on compliant/compatible hardware and only as permitted in and in accordance with its Documentation, will substantially conform to its Documentation (the “Software Limited Warranty”). Any replacement of non-conforming Software will be warranted for the remainder of its original Software Limited Warranty period. In the event that any Software does not comply with the foregoing warranty and such non-compliance is notified to Trend Micro within the warranty period, and if Trend Micro is unable to bring any Software into conformity with the Software Limited Warranty after using commercially reasonable efforts, either Company or Trend Micro may (at the discretion of each) immediately terminate this Agreement for convenience (by giving written notice no later than ten (10) days after the end of the Software Limited Warranty Period) only as to the non-conforming Software. In the event the license is terminated as aforesaid, the license granted to Company to such Software shall immediately terminate. Upon receipt of Company’s certification that it has irretrievably destroyed such terminated Software, Trend Micro shall refund to Company all fees paid by Company for the affected Software. The applicable limited warranty provided by Trend Micro with respect to Integrated Software forming a part of an Appliance is available as directed in Section 4. 11.2 Warranty Exclusions. The Software Limited Warranty provided in this Section 11 does not apply to and shall be void: (a) in the event of failure of any Software arising or resulting from improper installation or any modification, alteration, or addition thereto, or any problem or error in the operating system software with which the Software is installed and is designed to operate; (b) if any problem or error in the Software has resulted from improper use, misapplication or misconfiguration, or the use of the Software with other programs or services that have similar functions or features which are incompatible with the Software; (c) if the Software is licensed as Test Software for which Trend Micro does not charge a royalty or license fee; or (d) if Trend Micro does not receive notice of a non-conformity within the applicable warranty period. 11.3 Exclusive Remedy. The Parties agree that the rights, obligations, and remedies of the Parties in this Page 101 of 6 Section 11 are in lieu and satisfaction of any right of

acceptance/rejection of any Software that Company may have under Applicable Law and Company hereby waives and renounces any right of acceptance/rejection of all Software, it being understood that Company is relying upon its rights under this Section 11. The Parties agree that the warranties and remedies with respect to Software and Maintenance set forth in this Section 11 shall constitute Trend Micro's sole and exclusive obligation and liability and Company's sole and exclusive right and remedy for the breach of or Software nonconformance with the Software Limited Warranty herein granted for any Software. COMPANY UNDERSTANDS AND AGREES THAT TREND MICRO CANNOT, AND DOES NOT HEREIN, PROVIDE ANY WARRANTY, GUARANTEE, CONDITION, OR ASSURANCE THAT THE DEPLOYMENT/USE OF ANY SOFTWARE (EITHER BY ITSELF OR IN COMBINATION WITH OTHER TREND MICRO PRODUCTS) WILL GUARANTEE/ASSURE COMPLETE/PERFECT PROTECTION FROM AND AGAINST ALL PRESENT AND FUTURE SECURITY THREATS TO COMPANY'S NETWORKS, SYSTEMS, DEVICES, AND/OR DATA AND NOTHING HEREIN THIS AGREEMENT SHALL BE DEEMED TO IMPLY SUCH A WARRANTY, GUARANTEE, CONDITION, OR ASSURANCE. 11.4 Disclaimer of All Other Conditions, Guarantees, and Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, COMPANY AGREES THAT TREND MICRO PROVIDES SOFTWARE "AS AVAILABLE" AND "AS IS, WITH ALL FAULTS" AND WITHOUT ANY OTHER WARRANTY, CONDITION, UNDERTAKING, OR GUARANTEE OF ANY KIND. TREND MICRO (ON BEHALF OF ITSELF AND ITS SUPPLIERS (BOTH HARDWARE AND SOFTWARE)/LICENSORS/RESELLERS) EXPRESSLY DISCLAIMS ANY GUARANTEES, CONDITIONS AND WARRANTIES (WHETHER STATUTORY, EXPRESS OR IMPLIED) ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF: MERCHANTABILITY; FITNESS FOR A PARTICULAR OR GENERAL PURPOSE; TITLE; SATISFACTORY QUALITY; NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; ABILITY TO ACHIEVE A PARTICULAR RESULT; OR OTHERWISE ARISING FROM A STATUTE, CODE, CUSTOM, USAGE OR TRADE PRACTICE, COURSE OF DEALING OR PERFORMANCE, OR THE PARTIES' CONDUCT OR COMMUNICATIONS WITH ONE ANOTHER; OR ANY WARRANTY AGAINST INTERFERENCE WITH COMPANY'S QUIET ENJOYMENT OF ANY SOFTWARE. COMPANY UNDERSTANDS AND AGREES THAT TREND MICRO DOES NOT WARRANT OR GUARANTEE THAT: (a) SOFTWARE WILL BE CONTINUOUSLY AVAILABLE OR USE

THEREOF UNINTERRUPTED; (b) THE FUNCTIONS AND FEATURES CONTAINED IN SOFTWARE WILL MEET THE REQUIREMENTS OF COMPANY OR THAT SOFTWARE WILL SATISFY ANY PARTICULAR BUSINESS, TECHNOLOGICAL, SERVICE, SECURITY, OR OTHER NEEDS OR REQUIREMENTS OF COMPANY; (c) SOFTWARE, UPDATES THERETO, OR MAINTENANCE THEREOF ARE FREE OF DEFECTS, PROBLEMS, BUGS, AND ERRORS OR THAT ALL DEFECTS, PROBLEMS, BUGS OR ERRORS WILL BE DETECTED OR CORRECTED; (d) SOFTWARE WILL DETECT ONLY, ANY, OR ALL SECURITY OR MALICIOUS CODE THREATS; OR (e) USE OF SOFTWARE AND UPDATES WILL KEEP COMPANY'S NETWORKS OR COMPUTER SYSTEMS AND DEVICES FREE FROM ALL VIRUSES OR OTHER MALICIOUS/UNWANTED CONTENT OR SAFE FROM INTRUSIONS OR OTHER SECURITY ATTACKS/BREACHES. 12. Exclusions from and Limitation of Liability; Maximum Liability. 12.1 Exclusions from Liability. IN NO EVENT OR CIRCUMSTANCE AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, UNDER ANY CIVIL CODE, AND/OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL TREND MICRO, ITS AFFILIATES, OR ITS OR THEIR SUPPLIERS (BOTH HARDWARE AND SOFTWARE)/LICENSORS/RESELLERS, BE LIABLE TO COMPANY OR ITS AFFILIATES OR CONTRACTORS UNDER THIS AGREEMENT OR IN CONNECTION WITH ITS SUBJECT MATTER FOR ANY CLAIMS, CAUSES OF ACTION, EXPENSES, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO: LOSS OF USE OF ANY NETWORKS, SYSTEMS, SOFTWARE, HARDWARE, COMPUTERS, OR DEVICES; COMPROMISE, LOSS, OR CORRUPTION OF DATA; LOST OR ANTICIPATED BUSINESS REVENUE; FAILURE TO REALIZE EXPECTED SAVINGS; ANY THIRD PARTY CLAIM AGAINST COMPANY; REDUCTION IN REPUTATION, OR GOODWILL; PROCUREMENT OF SUBSTITUTE GOODS, SOFTWARE OR SERVICES; LOSS OF BUSINESS OPPORTUNITY OR ANTICIPATED SAVINGS; OR OTHERWISE FOR ANY INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, TREND MICRO'S (OR ITS AFFILIATES) PERFORMANCE UNDER THIS AGREEMENT, OR ANY PRODUCT, UPDATES, AND/OR MAINTENANCE, WHETHER OR NOT FORESEEABLE, EVEN IF THE EXCLUSIVE REMEDIES PROVIDED BY THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF TREND MICRO AND/OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES. IF COMPANY IS IN THE EUROPEAN ECONOMIC AREA, REFERENCES TO "INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL

DAMAGES" SHALL ALSO MEAN ANY LOSSES OR DAMAGES WHICH: (a) WERE NOT REASONABLY FORESEEABLE BY BOTH PARTIES; (b) WERE KNOWN TO COMPANY BUT NOT TO TREND MICRO; AND/OR (c) WERE REASONABLY FORESEEABLE BY BOTH PARTIES BUT COULD HAVE BEEN PREVENTED BY COMPANY SUCH AS, FOR EXAMPLE, LOSSES CAUSED BY VIRUSES, MALWARE, OR OTHER MALICIOUS PROGRAMS, OR LOSS OF OR DAMAGE TO COMPANY DATA. 12.2 Maximum Liability – Direct Damages. WITH RESPECT TO THIS AGREEMENT AND THE SUBJECT MATTER HEREOF OR TREND MICRO'S PERFORMANCE HEREUNDER, IN NO EVENT OR CIRCUMSTANCE AND UNDER NO LEGAL THEORY, WHETHER BASED ON CONTRACT; EXPRESS OR IMPLIED OR STATUTORY WARRANTY, CONDITION OR GUARANTEE; MISREPRESENTATION; TORT (INCLUDING NEGLIGENCE); UNDER ANY CIVIL CODE; AND/OR ANY OTHER OR EQUITABLE THEORY LEGAL THEORY, WILL TREND MICRO'S LIABILITY TO COMPANY FOR ACTUAL DIRECT DAMAGES EXCEED IN THE AGGREGATE FOR ALL CLAIMS (AND NOT PER INCIDENT OR PER CLAIMANT) AND/OR CAUSES OF ACTION UNDER THIS AGREEMENT, THE TOTAL AMOUNT OF LICENSE FEES AND OTHER AMOUNTS PAID OR PAYABLE BY COMPANY FOR THE PRODUCT GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT OR CIRCUMSTANCE FIRST GIVING RISE TO A CLAIM. 12.3 Exceptions; Unenforceability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS SECTION 12 TO THE CONTRARY, TREND MICRO'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION 12 IN THE EVENT OR CIRCUMSTANCE OF: (a) PERSONAL INJURY OR DEATH DIRECTLY ATTRIBUTABLE TO TREND MICRO'S NEGLIGENCE; (b) EVENTS OR CIRCUMSTANCES ARISING FROM THE INTENTIONAL, WILLFUL, OR FRAUDULENT ACTS OF TREND MICRO; (c) BREACH OF TREND MICRO'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 10; OR (d) PAYMENT OF MONIES BY TREND MICRO UNDER ANY INDEMNITY AGREED HEREIN. THE DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS CONTAINED HEREIN THIS SECTION 12 SHALL APPLY TO THE MAXIMUM EXTENT PERMISSIBLE BY WRITTEN WAIVER, DISCLAIMER, LIMITATION, AND/OR EXCLUSION UNDER THE GOVERNING LAW, REGARDLESS OF WHETHER OR NOT TREND MICRO, ITS AFFILIATES, LICENSORS, SUPPLIERS, AND/OR RESELLERS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, BUT NOTHING HEREIN THIS SECTION 12 PURPORTS TO LIMIT TREND MICRO, ITS AFFILIATES, LICENSORS, AND/OR SUPPLIERS LIABILITY TO THE EXTENT OR IN A

MANNER THAT WOULD BE IMPERMISSIBLE, UNENFORCEABLE OR VOID UNDER THE GOVERNING LAW. 12.4 Basis of the Bargain. Each Party recognizes and agrees that the waivers, warranty limitations, as well as disclaimers and exclusions from and limitations of liability and/or remedies in this Agreement are a material and essential basis of this Agreement; reflect a reasonable Page 103 of 6 allocation of risk between the Parties; are fair, reasonable, and a fundamental part of this agreement; and each has been taken into account and reflected in determining the consideration to be given by each Party under this Agreement and in the decision by each Party to enter into this Agreement. The Parties acknowledge and agree that absent any of such waivers, disclaimers, exclusions, and/or limitations of liability/remedies, the provisions of this Agreement, including the economic terms, would be substantially different, or in the alternative, this Agreement would not have been consummated. 13. Intellectual Property Indemnity. 13.1 IP Claim Indemnity. Trend Micro (at its cost) will defend ONLY Company from each IP Claim and indemnify Company from the resulting costs and damages with respect to each such IP Claim finally awarded against Company ONLY that are specifically attributable to such IP Claim or those amounts agreed to by Trend Micro in a monetary settlement of such IP Claim, subject always to the conditions, qualifications and limitations in this Section 13. No settlement of any IP Claim will be made by Company (and Trend Micro will have no responsibility or obligation hereunder or otherwise therefor) without Trend Micro's express written consent, which may be withheld at its sole and absolute discretion. The obligation of Trend Micro under this Section 13 for any IP Claim is subject to and conditioned on Company giving Trend Micro: (a) prompt written notice of any IP Claim (but in any event notice in sufficient time for Trend Micro to respond without prejudice to its position), provided that a failure to provide notice shall only relieve Trend Micro of its indemnity obligation to the extent Trend Micro was prejudiced by such failure; (b) sole and complete control and authority over the defense, negotiations, and settlement of such IP Claim; and (c) reasonable requested information, cooperation and assistance, at Trend Micro's expense, with regard to the defense, negotiations, or settlement of such IP Claim. Without Company's consent, Trend Micro will not settle with respect to Company, any IP Claim to the extent such settlement requires that Company admit any liability on the part of Company with respect to such IP Claim or pay any money therefor. Company may participate in the defense of any

IP Claim at its cost with counsel of its selection. 13.2 Exclusions. Trend Micro will have no obligation under this Section 13 or otherwise with respect to any IP Claims arising out of, based on, or related to the following: (a) any use of the Software not in accordance with this Agreement or its Documentation; (b) any modification of the Software not made by Trend Micro; (c) Trend Micro's compliance with Company's design, equipment or software requirements, specifications or instructions; (d) any use of any version, revision, or enhancements of the Software by Company other than the most current noninfringing release made available to Company at no charge if such current version would have avoided the IP Claim; (e) any Open Source Software; or (f) any use of the Software in combination with other products, equipment, software, services, data, or technology not specified by the applicable Documentation where the IP Claim would not have arisen or would have been avoided but for such combination. 13.3 IP Claim Mitigation. Should any Software at any time become, or in Trend Micro's opinion be likely to become, the subject of an IP Claim, Trend Micro shall have the right, at its sole option to: (a) procure for Company the right to continue using the Software as licensed hereunder, or (b) modify the Software such that it no longer is the subject of an IP Claim, while maintaining substantially the same functionality of the unmodified Software. If neither (a) or (b) are commercially practicable in Trend Micro's opinion, Trend Micro may terminate this Agreement as to such Software and any related license granted hereunder as to the Software upon written notice, in which event Company will cease further use of the Software and return or uninstall and irrevocably destroy all copies of the subject Software (and Documentation) and, thereafter, Trend Micro will promptly refund to Company, the prorated portion of the license fees paid by Company for the remainder of any unexpired Subscription Period for such Software(s) or, if and to the extent such Software are licensed for a Perpetual Period, Trend Micro shall refund to Company all license fees paid by Company for the affected Software as amortized on a straight line basis over a three (3) year period and any unused, prepaid annual Maintenance fees. The Parties agree that any termination hereof in accordance with this Section 13 shall not be treated as a breach of this Agreement by Trend Micro and shall not entitle Company to any claim for damages, losses, or expenses of any kind or nature arising from or related to such termination including for replacement cost or loss of use of the Software or any lost profits, savings, or

revenue arising from or related to the Software. This Page 104 of 6 Section 13 states Trend Micro's sole and exclusive obligation and liability to Company, and Company's sole and exclusive right and remedy against Trend Micro, for any IP Claim. Except as set forth herein this Section 13, Company acknowledges and agrees that no indemnity is given by Trend Micro with respect to any Software or Appliance and Trend Micro specifically denies and disclaims any obligation to indemnify Company and/or its Affiliates from and against any other matter or thing in any event or circumstance.

14. Personal Data. Company acknowledges that Products licensed hereunder may utilize applications, tools, and procedures to, among other things, receive, collect, transfer, store, and use Company Data (some of which may be GDPR Data and/or Personal Data). Trend Micro has implemented and will maintain commercially reasonable technical, organizational and administrative security measures designed to protect the Personal Data it processes for Company from unauthorized access and misuse while under Trend Micro's custody and/or control. Trend Micro restricts its personnel from processing of Personal Data without proper authorization and imposes appropriate obligations upon its personnel, regarding confidentiality, data protection, and data security of such Personal Data. For additional information on the foregoing, please consult and review the Documentation for each licensed Product, Trend Micro's Global Privacy Notice, and the additional external information therein referenced in the Global Privacy Notice, as well as Section 2.7 that is applicable to Company's Personal Data in most instances.

15. Assignability. Subject to limited transfer rights of Standalone Software offered in Section 2.1, Company may not assign all or any portion of this Agreement, whether by contract, operation of law or otherwise, to any person, including any Affiliate, without written approval from Trend Micro, which approval may be withheld or conditioned at the sole discretion of Trend Micro. Any purported assignment by Company shall be void. Trend Micro may assign this Agreement, in whole or part, and delegate its obligations to qualified third parties or Trend Micro Affiliates, provided that no delegation of its obligations shall relieve Trend Micro of its obligations under this Agreement.

16. Waiver; Severability; Enforcement.

16.1 Waiver. A Party's failure or delay in enforcing any provision of this Agreement will not operate as a waiver of the right to enforce that provision or any other provision of this Agreement at any time. No waiver of any provision of this Agreement will be valid unless in writing, specifying the provision to be waived,

and signed by the Party agreeing to the waiver. 16.2 Severability; Enforcement. The unenforceability of any provision or provisions of this Agreement shall not impair the enforceability of any other part of this Agreement. In the event that any provision of this Agreement conflicts with the governing law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable in whole or in part by a court with jurisdiction over the Parties, such provision shall be deemed to be restated to the minimum extent necessary to render it valid, enforceable, and insofar as possible, reflect as nearly as possible the original intentions of the Parties. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable in accordance herewith. 17. Export/Import Control. The export or re-export of Software (and related technical data and services) and/or an Appliance (collectively "Controlled Technology") is subject to Applicable Laws with respect to the export (including "deemed export" and "deemed re-export" regulations) and import of Controlled Technology by Company and/or its Affiliates. Company agrees that it will at all times comply with each Applicable Law (now or hereafter in effect) that applies to direct/indirect export, re-export, or import of Controlled Technology by Company and/or its Affiliates and/or the performance of Company and/or its Affiliates hereunder that: (a) requires a license to, or otherwise prohibits the, export, re-export, import, diversion, or disclosure of such Controlled Technology; (b) prohibits or restricts sale, use, or access to certain technology/goods/services, to specified countries, and/or by defined persons; or (c) restricts or prohibits end-use of such Controlled Technology related to the development, production, use, or proliferation of nuclear, chemical or biological weapons, missiles, or other weapons of mass destruction. Company represents and warrants to Trend Micro that neither Company nor any of its Affiliates are under the control of, located in, or a resident or national of any country or region subject to any embargo or applicable trade sanction and are not a prohibited person or entity as defined in any Applicable Law. 18. Government Agency Use. All Products (including Software Page 105 of 6 and Appliances) and accompanying Documentation have been developed solely at private expense by Trend Micro and/or its suppliers/licensors/resellers, consisting of commercially-available computer software, commercially-available hardware and appliances, and

commercially-available documentation. The acquisition, deployment, duplication, disclosure, and use of Software (as Updated) by any Government Agency may be subject to mandatory Applicable Laws, however, except for the limited license granted in Section 2 above to any Software, no right, title, or interest in or to any Software (or Updates and Documentation) is granted or transferred hereunder to any Government Agency licensing such Software. If any Government Agency requires or needs greater or different rights in or to Software other than those rights that are granted in Section 2, the Parties will discuss such additional requirements and the additional fees/charges applicable thereto, and if additional or different rights are agreed, the Parties will enter into a specific written agreement with respect thereto. In this Section, "Government Agency" shall mean a national, federal, provincial, state, municipal, and/or local governmental agency or entity in the Territory that acquires Products from Trend Micro under this Agreement for use by such Government Agency.

19. WEEE Directive. Trend Micro complies with the WEEE regulations. For information on the disposal of electronic waste, visit <http://uk.trendmicro-europe.com/recycle>.

20. Force Majeure. If a Party's performance of any non-monetary obligation under this Agreement is prevented by earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, cyber-attacks, armed conflict, labor strike, lockout, or boycott, the affected Party will be excused from such performance, provided the affected Party: (a) provides prompt written notice of such interference, the nature of such interference and the expected duration of such interference to the other Party; (b) takes all steps reasonably necessary under the circumstances to mitigate the effects of the interfering condition; and (c) resumes performing its affected obligations hereunder promptly following the removal of such interfering condition. The other Party will be relieved from performing its affected obligations under this Agreement for the duration of such interference. Such delay or failure shall not constitute a breach of this Agreement.

21. No Third Party Beneficiaries. To the maximum extent permissible by written waiver, disclaimer, limitation, and/or exclusion under Applicable Laws, this Agreement is entered into solely between and for the benefit of, and may be enforced only by, the Parties hereto and no third party shall have any right/benefit hereunder, whether arising hereunder, under any statute now or hereafter enacted (such as Contracts (Rights of Third Parties) Act of 1999 in the UK and similar laws enacted in Ireland, Singapore, New Zealand, Hong Kong S.A.R., and

certain states of Australia, the application of each of which is hereby barred and disclaimed), or otherwise. This Agreement does not, and shall not be deemed to, create any express or implied rights, remedies, benefits, claims, or causes of action (legal, equitable or otherwise) in or on behalf of any third parties including employees, independent consultants, agents, and Affiliates of a Party, or otherwise create any obligation or duty to any third party; provided, however, notwithstanding anything contained herein this Agreement to the contrary, Trend Micro's hardware suppliers, software licensors, and Resellers shall be intended third party beneficiaries for the exclusions, limitations, and disclaimers with respect to Products as stated in Sections 7.2, 11.4, and 12 of this Agreement.

22. Term; Expiration/Termination. This Agreement and the license rights granted hereunder to: (1) any Standalone Software or Test Software licensed for a Subscription Period shall remain in effect until the term of the license (as may be reflected on the applicable License Certificate) automatically expires; but (2) any Standalone Software (and any Updates thereto purchased by Company) that is licensed for a Perpetual Period shall continue to be licensed indefinitely hereunder (each a "Term"); provided, however, the Term is subject to earlier termination by either Party as set forth in this Section or elsewhere in this Agreement. Company may terminate this Agreement as to any or all Software licensed hereunder for any or no reason, effective upon notice to Trend Micro. Trend Micro may terminate this Agreement to any or all Software licensed hereunder, effective upon written notice to Company, if Company, materially or persistently breaches this Agreement as to such Software and such breach: (a) is incapable of cure such as breach of, or noncompliance with, Trend Micro's intellectual property rights; or (b) if being capable of cure (such as non-payment of monies then-past-due to Trend Micro or a Reseller for Product), remains uncured for fourteen (14) days after Trend Micro provides notice of such breach to Company. In addition, Trend Micro may, at its option, terminate this Agreement as to any or all Software licensed hereunder if permitted under Applicable Law, effective immediately, if Company files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property. Upon expiration or earlier termination of this Agreement as to all or a portion (as the case may be)

of Software licensed hereunder, the licenses granted hereunder to such expiring or terminating Software (and its Documentation) shall immediately terminate, and Company shall immediately cease use thereof and will uninstall and destroy all copies of the Software (and Documentation) and certify the same to Trend Micro in writing. No expiration or termination shall affect Company's obligation to pay all charges and fees that may have become due before such expiration or termination, or entitle Company to any partial or full refund of amounts already received by Trend Micro, except as specifically set forth in Sections 11.1 and 13.3.

23. Trend Micro Licensing Entity; Governing Law; Dispute Resolution; Arbitration; Venue/Jurisdiction.

23.1 General; Trend Micro Licensing Entity. The Parties agree that the specific Trend Micro entity that is the Party to this Agreement for each individual transaction shall be the Trend Micro entity/Affiliated that is stipulated below and such entity shall be conclusively be deemed for all purposes, to be the Trend Micro Party to this Agreement and to the Data Processing Addendum, and the publisher/licensor of Software, supplier of Appliances, and/or provider of Maintenance, that is procured by Company hereunder (in each instance, the "Licensing Entity"). The Parties agree that the governing law (without giving effect to its rules and principles relating to conflict of laws) as determine and agreed in this Section 23 shall solely and exclusively apply to and govern, interpret, and sets forth all of Trend Micro's and Company's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement and the Products provided/secured hereunder. The United Nations Convention on Contracts for the International Sale of Goods does not apply to, and is specifically excluded from application hereto, in any event or circumstance.

23.2 North America: If Company is located (as evidenced by the License Certificate) in the United States of America or Canada, the Licensing Entity of Product is stipulated as: Trend Micro Incorporated, 225 E. John Carpenter Freeway, Suite 1500, Irving, TX 75062, USA. The Parties agree that this Agreement is solely and exclusively governed by the laws of the State of New York, USA. The Parties agree that the provisions of the Uniform Computer Information Transactions Act ("UCITA"), as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this Agreement, and the Parties waive any and all rights they may have under any laws(s) adopting UCITA in any form. The Parties mutually agree to and do hereby irrevocably submit and consent to the sole and exclusive in personam jurisdiction of: (a) the United States

District Court for the Southern District of New York, located in the County of New York, but if such court shall determine that it does not and cannot have subject matter jurisdiction over such action, matter, or proceeding; then to, (b) the Supreme Court of the State of New York, located in the County of New York that will have such sole and exclusive in personam jurisdiction over such action, matter, or proceeding. In Canada, the following language shall apply hereto: The Parties have required that this Agreement be drawn up in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les Parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

23.3 Central America and South America (except Brazil and Colombia). If Company is located (as evidenced by the License Certificate) in Central America or South America (other than Brazil and Colombia), the Licensing Entity of Product is stipulated as: Trend Micro Latinoamérica, S. A. de C. V., Insurgentes Sur No. 813, Piso 11, Col. Nápoles, 03810 México, D. F. The Parties agree that this Agreement is solely and exclusively governed by the federal laws of the Republic of Mexico. The courts located in Mexico City, Federal District, shall each have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

23.4 Brazil. If Company is located (as evidenced by the License Certificate) in Brazil, the Licensing Entity of Product is stipulated as: Trend Micro do Brasil, LTDA, Rua Joaquim Floriano, 1.120 – 2º andar, CEP 04534-004, São Paulo/Capital, Page 107 of 6 Brazil. The Parties agree that this Agreement is solely and exclusively governed by the federal laws of Brazil. The courts located in São Paulo, Brazil shall each have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

23.5 Colombia. If Company is located (as evidenced by the License Certificate) in Colombia, the Licensing Entity of Product is stipulated as: Trend Micro Colombia, S.A.S., Calle 97ª# 9ª -50 of. 503, Bogotá, Colombia. The Parties agree that this Agreement is solely and exclusively governed by the laws of Colombia. The courts located in Bogotá, Colombia shall each have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

23.6 Europe (as limited below) and Israel: If Company is located (as evidenced by the License Certificate) in European Economic Area (EEA), the United Kingdom if such be necessary for post-Brexit separation,

Switzerland, or Israel, the Licensing Entity of Product in all instances is stipulated as: Trend Micro Ireland Limited, a company incorporated in Ireland under number 364951 and having its registered office at IDA Business and Technology Park, Model Farm Road, Cork, Ireland. The Licensing Entity and Company referenced in this Section 23.6, agree that this Agreement, the performance of the Parties hereunder, and all disputes arising out of or related hereto will be governed by and construed solely in accordance with the laws of Ireland. The Parties irrevocably consent and agree to the sole and exclusive in personam jurisdiction of the courts sitting in Ireland with respect to any dispute that cannot be resolved by the Parties and all proceedings with respect thereto shall be litigated and determined solely and exclusively in such courts. Each of the Parties represents and agrees that such in personam jurisdiction is reasonable and fair and hereby waives any objection which it may now or hereafter have based on improper venue or forum non conveniens in such courts.

23.7 Russia, Turkey, Middle East (other than Israel) and Africa: If Company is located (as evidenced by the License Certificate) in Russia, Turkey, Africa, or the Middle East (other than Israel), the Licensing Entity of Product in all instances is stipulated as: Trend Micro DMCC, a limited liability company incorporated in United Arab Emirates having its registered office at Unit 3301, Swiss Tower, Plot No: JLT-PH2-Y3A, Jumeirah Lakes Towers, Dubai, United Arab Emirates. The Licensing Entity and Company referenced in this Section 23.7, agree that this Agreement, the performance of the Parties hereunder, and all disputes arising out of or related hereto will be governed by and construed solely in accordance with the laws of England and Wales. The Parties irrevocably consent and agree to the sole and exclusive in personam jurisdiction of the courts sitting in England with respect to any dispute that cannot be resolved by the Parties and all proceedings with respect thereto shall be litigated and determined solely and exclusively in such courts. Each of the Parties represents to the other Party and agrees that such in personam jurisdiction is reasonable and fair and hereby waives any objection which it may now or hereafter have based on improper venue or forum non conveniens in such courts.

23.8 Asia Pacific: If Company is located (as evidenced by the License Certificate) in Australia, New Zealand, India, Malaysia, the Philippines, or Thailand, the Licensing Entity of Product in all instances is stipulated as: Trend Micro Australia Pty Limited, Level 15, 1 Pacific Highway, North Sydney, New South Wales, 2060, Australia. If Company is located (as evidenced by the License Certificate) in

Singapore, Vietnam or Indonesia, the Licensing Entity of Product in all instances is stipulated as: Trend Micro Singapore Pte Ltd., 6 Temasek Boulevard #16-01 Suntec Tower Four, Singapore. If Company is located (as evidenced by the License Certificate) in Taiwan, Republic of Korea, Hong Kong SAR, or Macau SAR, the Licensing Entity of Product in all instances is stipulated as: Trend Micro Inc., 8F, No.198, Tun-Hwa S. Road, Sec. 2, Taipei 106, Taiwan, Republic of China. If Company is located (as evidenced by the License Certificate) in the Peoples Republic of China, the Licensing Entity of Product in all instances is stipulated as: Trend Micro (China) Inc., R23, 14F, No.800 Shangcheng Rd., Pudong District, Shanghai, China 20020. .1 If Company is located (as evidenced by the License Certificate) in Australia or New Zealand, this Agreement is governed by the laws of New South Wales, Australia. The Parties agree that the courts located in New South Wales shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter. Notwithstanding anything contained in Section 11 of this Agreement, if the Australian Competition and Consumer Act 2010 is applicable to the instant transaction (and not otherwise subject to an effective exclusion or waiver under Section 11) and Trend Micro is in breach of a guarantee Page 108 of 6 implied by such Act, Trend Micro's liability is limited to the repair or replacement of goods/software or the supply of equivalent goods/software, or the payment of the cost of replacing the goods/software or having the good/software repaired where reasonable. Where a guarantee relates to the right to sell, quiet possession, or clear title of a good/software under schedule 2 of the Competition and Consumer Act, then none of these limitations apply. .2 If Company is located (as evidenced by the License Certificate) in Hong Kong SAR or Macau SAR, this Agreement is governed by the laws of Hong Kong SAR. The Parties agree that the courts located in Hong Kong SAR shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter. .3 If Company is located (as evidenced by the License Certificate) in Taiwan, this Agreement is governed by the laws of Taiwan, without regard to its principles of conflicts of law. The Parties agree that the courts located in Taiwan shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter. .4 If Company is located (as evidenced by the License Certificate) in the Republic of Korea, this Agreement is governed by the laws of the Republic of Korea. The Parties agree that the courts located in the Seoul Central District Court of the Republic of Korea shall have

exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter. .5 If Company is located (as evidenced by the License Certificate) in Singapore, India, Indonesia, Malaysia, the Philippines, Vietnam, or Thailand, this Agreement and the agreement to arbitrate is governed by the laws of Singapore, without regard to its principles of conflicts of law. The following Irrevocable Mandatory Agreement to Arbitrate with respect to matters set forth in and governed by this Section 23.8.5 (only) is hereby irrevocably agreed by the Parties: a. The Parties irrevocably agree that each controversy, dispute, or claim in any way arising from, pertaining to, or in connection with this Agreement, any Products, or the performance/non-performance of both or either Party (each a "Dispute") will be solely and exclusively resolved by mandatory and binding arbitration that is administered by Singapore International Arbitration Center ("SIAC") which will be held and conducted in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") on the Publication Date. The arbitration award will be final and binding for the Parties without appeal and will be in writing and set forth the findings of fact and the conclusions of law. In arriving at their award, the arbitrators shall make every effort to find a solution to the Dispute in the language of this Agreement and shall give full effect to all provisions hereof. However, if a solution cannot be found in the language of this Agreement, the arbitrators shall exclusively apply the substantive law of Singapore existing on the Publication Date hereof and are specifically divested by the Parties of any power or authority to: (i) apply any principles that would permit them to ignore this Agreement, or (ii) apply the law of any jurisdiction other than Singapore. b. The number of impartial arbitrators will be three (3), with each Party being entitled to appoint one arbitrator. The two (2) arbitrators appointed by the Parties will appoint a third arbitrator (who must be a lawyer with a multinational law firm and have a minimum of ten (10) years of experience in the field of computer software development, licensing, and distribution) who will act as chairman of the proceedings, or if no agreement is reached by such arbitrators within twenty (20) days of the last to be appointed, then the post of chairman will be filled by the president of SIAC at the request of either Party. Vacancies in the post of chairman will be filled by the president of SIAC in accordance with the SIAC Rules. Other vacancies will be filled by the respective nominating Party. Proceedings will continue from the stage they were at when the vacancy occurred. c. If one of the

Parties refuses or otherwise fails to appoint an arbitrator within thirty (30) days of the date the other Party appoints its arbitrator, the Parties irrevocably agree that the first appointed arbitrator will be the sole arbitrator, provided that such arbitrator was validly and properly appointed in accordance with the SIAC Rules unless such sole arbitrator appointment shall be void or voidable under SIAC Rules, in which event a sole arbitrator having the qualifications of the chairman will be appointed by the president of SIAC in accordance with the SIAC Rules. d. All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version. .6 If Company is located (as evidenced by the License Certificate) in the People's Republic of China, this Agreement is governed by the laws of China, without regard to its principles of conflicts of law. The following Irrevocable Page 109 of 6 Mandatory Agreement to Arbitrate with respect to matters set forth in and governed by this Section 23.8.6 (only) is hereby irrevocably agreed by the Parties: a. The Parties irrevocably agree that each Dispute arising from or related to this Agreement, any Products, or the performance/nonperformance of both or either Party will be finally settled by arbitration that is administered by Beijing Arbitration Commission ("BAC") which will be held and conducted in Beijing in accordance with the Arbitration Rules of Beijing Arbitration Commission ("BAC Rules") on the Publication Date. The arbitration award will be final and binding for the Parties without appeal and will be in writing and set forth the findings of fact and the conclusions of law. b. The number of arbitrators will be three (3), with each Party being entitled to select one arbitrator or authorize the chairman of the BAC to appoint one arbitrator. The third arbitrator shall be selected jointly by the Parties or nominated by the chairman of the BAC in accordance with a joint mandate given by the Parties. The third arbitrator shall be the presiding arbitrator. c. All proceedings will be conducted, including all documents presented in such proceedings, in the Simplified Chinese language. The Simplified Chinese language version of this Agreement prevails over any other language version. 23.9 Other Countries in the Territory Not Listed Above. If Company is located in any country or region not listed in any other subsection of this Section 23 (as evidenced by the License Certificate), the Licensing Entity of Product in each instance is stipulated as the Trend Micro Affiliate stated in the License Certificate. In each such instance, the Parties agree that this Agreement, the

performance of the Parties hereunder, and all disputes arising out of or related hereto will be governed by and construed solely in accordance with the laws of England and Wales. The Parties irrevocably consent and agree to the sole and exclusive in personam jurisdiction of the courts of England with respect to any dispute that cannot be resolved by the Parties and all proceedings with respect thereto shall be litigated and determined solely and exclusively in such courts. Each of the Parties represents to the other Party and agrees that such in personam jurisdiction is reasonable and fair and hereby waives any objection which it may now or hereafter have based on improper venue or forum non conveniens in such courts.

23.10 Provisional Remedies; No Waiver. Notwithstanding the Parties agreement to arbitrate in Sections 23.8.5 or 23.8.6 as the case may be, a Party may apply at any time to any court or courts having jurisdiction over the relevant Party or Parties for an order (that is NOT dispositive or final of any Dispute), including, but not limited to, an ex parte temporary restraining order, temporary injunction proceedings, or other provisional or interim/ancillary remedies or equitable relief (each a "Temporary Action") seeking protection: (1) of its Confidential Information provided hereunder as described in Section 10; or (2) from a breach of or non-compliance with any Software license grant in Section 2 of this Agreement or from infringement, misappropriation, or a violation of such applying Party's intellectual property rights forming a part of any Product or otherwise, including any and all rights protectable under intellectual property laws anywhere in the world such as (by way of example) patent, copyright, trade secret, and trademark law; provided, however, no such Temporary Action shall be a final disposition of any matter to be submitted to arbitration nor it shall compromise, limit, or avoid the sole and exclusive right of the arbitrators to decide and finally dispose of all Disputes subject to arbitration hereunder, including, without limitation, granting temporary or permanent relief of the subject of any request for Temporary Action. The institution and maintenance of a Temporary Action shall not be deemed an election of remedies or constitute a waiver or abrogation (in whole or in part) of the agreed right and obligation of each Party, including the plaintiff in any arbitration or Temporary Action, to submit each and every Dispute to arbitration, nor supersede or render inapplicable (all or in part) the agreed compulsory arbitration provisions of this Agreement.

End of the Agreement. Hornetsecurty END USER LICENSE AGREEMENT Page 110 of 6 IMPORTANT! READ CAREFULLY. THE FOLLOWING IS A

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