

The following is for Terms attached to an order:

This order (the "Order") is subject to these terms and conditions (the "Terms") unless specifically modified on the face of the Order. The signature of the entity identified as customer in the Order ("Customer") shall bind the Customer to these Terms and the Order. The Customer's signor is responsible for obtaining all consents and authorizations needed to accept these Terms on behalf of Customer. Zixi and the Customer shall be referred to each as a "Party" and collectively as the "Parties".

Eligibility. In order to use the Products, Customer must:

- a. agree to these Terms and the other terms and conditions specified in the Order that form part of the Agreement;
- b. provide true, complete, and up-to-date contact and billing information;
- c. not be based in Cuba, Iran, North Korea, Syria, or any other territory that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist-supporting" country;
- d. and not be listed on any U.S. government list of prohibited or restricted persons.

By using the Products, Customer represents and warrant that it meets all the requirements listed above, and won't use the Products in a way that violates any laws or regulations. Note that by representing and warranting, Customer is making a legally enforceable promise.

1. LICENSE.

1.1. Subject to these Terms and payment of all Fees, Zixi hereby grants Customer, during the Full Term (defined below), a limited, time-based, non-exclusive license to use the Zixi products identified in the Order ("Products") for Customer's internal business purposes. If any such products are subject to limitations (such as bit-rate limitations), such limitations shall be specified on the Order.

1.2. Customer may not make any copies of the Products except as specifically approved by Zixi in the Order, and then solely for the purpose of exercising its rights under these Terms as permitted by Zixi in the Order, provided that (a) any such copy retains any of Zixi's proprietary notices contained in the original and (b) Customer registers each such copy with Zixi according to Zixi's then-current software registration procedures.

1.3. The Customer shall not, directly or indirectly (a) sublicense, sell, resell, lease transfer, assign, distribute, commercially exploit or otherwise make available to any third party the Products or any part or component thereof other than to the extent and as permitted in these Terms, (b) modify or make derivative works based upon the Products or any part or component thereof, (c) rent, lease, timeshare, operate a service bureau with, disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code or underlying ideas, algorithms or organization of the Products or any part or component thereof for any purpose, (d) represent that it possess any proprietary interest in the Products or any part thereof, (e) take any action to contest Zixi's intellectual property rights or infringe them in any way, or (f) except as specifically permitted hereunder, use the name, trademarks,

trade-names, and logos of Zixi. Any breach by the Customer of any of the foregoing restrictions will constitute a material breach of these Terms.

1.4. Customer agrees to furnish to Zixi such (a) descriptions, specifications, materials, data and other information (collectively, "Customer Information"), (b) adequate cooperation, technical assistance, resources and support to enable Zixi to provide the Products to Customer, and (c) access to Customer's equipment, systems and networks, as reasonably necessary or appropriate for Zixi to provide the Products to Customer as contemplated under the Order. Customer hereby grants Zixi a nonexclusive and royalty-free right and license to use the Customer Information and content, programming or other information distributed by or on behalf of Customer which interacts with the Products ("Customer Content") solely for the purpose of providing the Products (or related services) to Customer. Customer agrees that in doing so, Zixi (i) will use and rely primarily on the Customer Information and (ii) does not assume any responsibility for the accuracy or completeness of any Customer Information or Customer Content, and will not undertake to verify its accuracy or completeness.

1.5. Feedback. If Customer provides any feedback to Zixi concerning the functionality and performance of the Products (including by identifying potential errors and improvements), Customer agrees to assign to Zixi all rights, title, and interest in and to such feedback, and Zixi shall be free to use such feedback without payment or restriction.

1.6. Certain Customer Content may be copyrighted material of a third party or protected by certain laws or protected by certain access restrictions to the content. The Customer shall be responsible for all access and use of Customer Content and Customer Information, including functionality of the Customer Information and Customer Content with Products and related services. Customer represents and warrants that it has and shall have sufficient rights and licenses to transmit, store, copy, and use all Customer Information and Customer Content, that may be used by Customer in connection with the Products.

1.7. Customer Responsibilities. Customer is responsible for: (a) administering the access to the Products, including adding and removing users ("Users") of the Products, (b) any actions by Customer's Users while using or interacting with the Products, (c) promptly reporting any issues with the Products via the communication methods provided by Zixi, (d) procuring any internet connections required for use of the Products, (e) procuring the right to use any content (if applicable) which passes through or is processed by the Products, and (f) using the Products in accordance with these Terms.

1.8. Zixi Responsibilities. Zixi is responsible for: (a) providing the Products to Customer in accordance with these Terms, (b) providing Customer with the appropriate key(s), if applicable to use the Products, and (c) providing technical product support as further described in these Terms.

1.9. Customer agrees and acknowledges that the Zixi Products may rely on the public internet or private networks, which may experience outages, is not error free and is not something Zixi can control.

1.10. No Obligation to Monitor. Customer acknowledges and agrees that Zixi has no responsibility to monitor or police Customer's use of the Products, including but not limited to communications, information or data transmitted through the Products, such as the Customer Content, and Zixi will not be responsible for the content of any such communications, data or transmissions. However, Zixi

reserves the right, at all times, to review, retain and disclose any such information as necessary to ensure compliance with these Terms or as required or permitted by law.

1.11. Access to Technical Data. Customer agrees that Zixi may collect, use and disclose to Zixi's service providers technical data and related information (including but not limited to information about Customer's device, system and application software, and peripherals), to provide Customer with the Products, software updates, product support and other services related to the Products. Customer understands that Zixi may use aggregated and anonymized data for analytics purposes and to provide the Products.

1.12. Additional Terms shall be further described in the Appendix, if applicable.

2. PRICES AND TAXES.

2.1. Customer shall pay the fees detailed in the Order and additionally shall pay all applicable costs, taxes, including without limitation any value added taxes, sales and usage and any additional charges, including, without limitation, transportation, shipping, insurance, domestic or foreign duties, or any other charges to the extent required in transferring of the Products and/or charges for special-requested packaging, design and specifications (collectively "Fees"). To the extent that Zixi shall be required to pay any such taxes or additional charges then such taxes or additional charges shall be billed to and paid by Customer. If any such taxes are required to be withheld, Customer shall pay an amount to Zixi such that the net amount payable to Zixi after withholding of taxes shall equal the amount that would have been otherwise payable under these Terms.

2.2. Overages. Customer acknowledges that each Order may contain usage limitations, such as bit-rate limitations. Zixi is not obligated to identify and report such limitations in advance to Customer. If Customer exceeds any limitations set forth in the appropriate Order (an "Overage"), Customer shall be invoiced for such Overage at the Overage rate set forth on the Order, or if no Overage rates is specified on the Order, at the per-unit rate for each such service from the Order after the application of any discounts.

3. PAYMENT TERMS. The Fees shall be invoiced to Customer annually in advance, and paid by Customer within 30 days unless agreed otherwise in the Order. If invoiced amounts are not received by Zixi by the due date, then at Zixi's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and (b) Zixi may, without limiting its other rights and remedies, suspend the Customer's Licenses and access to the Products. Zixi will provide at least 15 days prior notice before suspending access to the Products.

4. MAINTENANCE AND SUPPORT SERVICES.

4.1. During the Term and subject to payment of applicable Fees, Zixi shall make reasonable commercial efforts to provide Customer with (i) technical support and assistance via telephone, email and remote online access, during normal business hours, as may be reasonably necessary to enable Customer's use the Products in accordance with Zixi's specifications and descriptions; and (ii) any and all updates, software patches, bug fixes and error corrections (including any new release of the Products designated by an increase in the number right of the decimal point) ("Updates") which Zixi makes generally available in Zixi's sole and absolute discretion to correct errors or resolve performance issues that cause

the Products to perform other than in conformance with Zixi's specifications and descriptions therefor (excluding any products, features or options that, in Zixi's reasonable determination, constitute significant additional and new functionality) ("Maintenance and Support Services"). Customer shall install, if applicable, all such Updates to the Products prior to and as a condition precedent for requesting or receiving any technical support and assistance from Zixi.

4.2. Zixi shall have no obligation to provide Maintenance and Support Services (i) in connection with any operation or use of the Products that is not in full compliance with all restrictions and limitations of these Terms, all documentation, instructions or other information provided by Zixi to Customer in connection with the Products or (ii) necessitated by the abuse, misuse, alteration, neglect, or unauthorized repair or installation of any part of the Products, or by the use or attempted use of the Products in combination with software or products not approved by Zixi in advance and in writing.

4.3. Zixi may offer, and Customer may purchase, additional support services (such as premium support) and/ or professional services, which shall be detailed in an Order. To the extent that Customer purchases professional services, such services shall be performed in a professional and workmanlike manner.

5. **HARDWARE SUPPLY.** Zixi may offer hardware components, via a third party vendor or manufacturer (the "Vendor"), as detailed in the Order. Zixi shall provide the hardware components on an "AS IS" basis provided that Zixi undertakes to afford the Customer all product warranty rights and interests afforded to it from Vendor on a back-to-back basis and if possible ensure that all product warranty rights and obligations shall be granted directly from Vendor to Customer. All delivery and lead time shall be made on a best efforts basis in accordance with availability and standard terms of the Vendor.

6. WARRANTY.

6.1. Zixi warrants to Customer alone, during the Full Term, Zixi warrants that the Products licensed to Customer under these Terms shall materially conform to the specifications accompanying such Products. Customer will notify Zixi promptly in writing of any Products that do not comply with the product specifications. Zixi's sole obligation and Customer's sole and exclusive remedy in respect thereof is to redeliver the affected portion of the applicable Products in accordance with the foregoing warranty or, if Zixi reasonably determines that the foregoing remedy is not commercially feasible, Zixi may terminate the applicable Order and refund to Customer the fees paid therefor by Customer for the applicable Product adjusted ratably for the period of usage of the affected Products.

6.2. This limited warranty does not extend to (i) any Product that has been misused, abused, neglected, or any negligence of any party other than Zixi, (2) any Product serviced by anyone other than an authorized representative of Zixi, (3) any failure of the Products to conform to such warranties as a result of improper design, maintenance, installation or service, operation or use contrary to furnished instructions, (4) the improper storage or installation of any Product, if applicable (5) any damages due to force majeure or (6) any combination of the Product with a product not authorized by Zixi.

6.3. Zixi may modify the specifications of any Product, provided that such Product's functionality continues to conform in all material respects to the functionality of the original Product.

7. **DISCLAIMER.** TO THE FULLEST EXTENT PERMITTED BY LAW AND UNLESS OTHERWISE EXPLICITLY STATED IN THESE TERMS, THE PRODUCTS AND THE USAGE OF THE PRODUCTS ARE PROVIDED "AS IS"

WITHOUT ANY OTHER WARRANTY OF ANY KIND. THE FOREGOING WARRANTIES ARE THE SOLE EXCLUSIVE WARRANTIES MADE OR DEEMED MADE BY OR ON BEHALF OF ZIXI, AND ZIXI MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCTS, MAINTENANCE AND SUPPORT SERVICES OR OTHER SERVICES, IN FACT OR BY OPERATION OF LAW, STATUTORY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE WHICH WOULD EXTEND BEYOND THE WARRANTIES CONTAINED HEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ZIXI DOES NOT WARRANT THAT THE PRODUCTS WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE OR THAT IT SHALL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ZIXI IS NOT RESPONSIBLE AND SHALL NOT BE LIABLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

8. INDEMNIFICATION.

8.1. Zixi agrees, at its own expense, to defend against any claims, losses, damages, judgments, fines, and costs, including legal fees and expenses, (collectively "Claims") instituted against Customer by a third party based on a claim that Products procured by Customer from Zixi hereunder infringes upon any patent or copyright, provided that Customer (i) gives Zixi immediate notice in writing of the Claim; (ii) permits Zixi to have sole control over the defense or settlement of the same; (iii) gives Zixi all necessary information, assistance and authority required; and (iv) makes no admission of liability without the permission of Zixi. If, as a result of a Claim, Customer is enjoined from using Products purchased from Zixi, Zixi shall, at its sole discretion, (a) secure for Customer the right to use Products, (b) provide Customer with replacement Products that are non-infringing, or (c) if Zixi cannot secure such rights or provide such replacement Products on commercially reasonable terms, refund to Customer the price paid for Products adjusted ratably for the period of usage of the affected Products giving rise to the Claim. THE FOREGOING STATES THE ENTIRE LIABILITY OF ZIXI AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO CLAIMS RELATING TO THE PRODUCTS. EXCEPT AS EXPRESSLY STATED HEREIN, ALL WARRANTIES OR CONDITIONS AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, OR IMPLIED, ARE HEREBY DISCLAIMED.

8.2. Notwithstanding the above, Zixi shall not be liable for any costs or expenses incurred without its prior written authorization, and shall have no obligation or liability for any Claim arising out of: (i) modifications to Products made by any party other than Zixi or modifications made by Zixi at the request of Customer; (ii) any infringement based solely on the use or incorporation of the Products in a combination with Customer's systems or environment, where but for the combination, the infringement would not have occurred; (iii) a counterclaim against Customer for claims initiated by Customer against a third party.

8.3. Customer agrees, at its own expense, to indemnify and hold Zixi harmless from any claims, losses, damages, judgments, fines, and costs, including legal fees and expenses, in connection with any claims arising out of or relating to (i) Customer Content or Customer Information, (ii) Customer's use of the Products, (iii) Customer's violation of any laws or regulations, (iv) any misrepresentations made by Customer, or (v) a breach of any representation or warranty made by Customer to Zixi.9. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ZIXI BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY

KIND OR NATURE OR ANY LOSS OF BUSINESS, DATA, REVENUES, PROFITS, OR GOODWILL, OR ANY COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES ARISING OUT OF THESE TERMS OR THE LICENSE OF PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING THE POSSIBILITY OF NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, AND EVEN IF ZIXI HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND EVEN IF ANY OF THE LIMITED REMEDIES IN THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE. IN ANY EVENT, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE AGGREGATE LIABILITY OF ZIXI UNDER THESE TERMS SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID UNDER THE ORDER.

10. INTEGRATION. Customer shall be solely responsible for the integration, installation and operation of the Products, as applicable, including without limitation the obtaining of all permits, licenses, or certificates required for the installation or use of such Products.

11. INTELLECTUAL PROPERTY RIGHTS. All intellectual property rights evidenced by or embodied in and/or attached/connected/related to the Products or any part thereof (including the documentation, any and all Updates, enhancement and/or modifications thereof) and the Confidential Information are and shall be owned solely by Zixi. Without derogating from the foregoing, any and all design, development and Updates or upgrades by Zixi of any Products, in whole and in part, for Customer shall not be deemed to produce a work made for hire and shall not give to Customer any copyright or other intellectual property right or interest in the Products and are the property of Zixi licensed to Customer by Zixi only in accordance with the licenses detailed in these Terms. Customer and/or its licensors shall own all right, title and interest in and to the Customer Content and Customer Information.

12. CONFIDENTIAL INFORMATION.

12.1. Information regarding Zixi or its Products, technology, prices, payment terms, documentation, and any other related technical/business information (“Confidential Information”) is confidential. Customer shall not use the Confidential Information in any way, for its own account or for the account of any other party, nor disclose to any third party any Confidential Information except to use the Products in accordance with these Terms or as expressly permitted in writing by Zixi. Customer shall restrict disclosure and use of the Confidential Information to its employees and consultants on need to know basis only. Without limiting the foregoing, Customer shall use at least the same degree of care which it uses to prevent disclosure of its own confidential information of like importance, but in no event with less than a reasonable degree of care, to prevent the disclosure of the Confidential Information.

12.2. The Customer Content and Customer Information shall be considered confidential information of Customer (“Customer Confidential Information”). Zixi shall not use the Customer Confidential Information in any way, for its own account or for the account of any other party, nor disclose to any third party any Customer Confidential Information except to provide the Products in accordance with these Terms or as expressly permitted in writing by Customer. Zixi shall restrict disclosure and use of the Customer Confidential Information to its employees and consultants on need to know basis only. Without limiting the foregoing, Zixi shall use at least the same degree of care which it uses to prevent disclosure of its own confidential information of like importance, but in no event with less than a reasonable degree of care, to prevent the disclosure of the Customer Confidential Information.

13. TERM & TERMINATION. The Fees detailed in the Order are non-refundable, except as explicitly stated in these Terms. The Order will become effective when the last signature for the Order is received

(the "Effective Date"). The initial term for each Order shall be stated on the Order (the "Initial Term"). In some cases, the start date of the Initial Term will be based on a future milestone occurring, such as a "go-live". In those cases, the Parties will agree on the Initial Term start date with email confirmation being sufficient. At the end of such Initial Term, the term will automatically renew for successive periods of 12 months each (each, a "Renewal Term"), unless either Customer or Zixi notifies the other Party in writing at least 30 days prior to the end of the applicable Initial Term or Renewal Term ("Notice Period") of its decision not to renew. The Initial Term, together with any Renewal Term, is referred to as the "Full Term". If either Party is in material default of any of its obligations under these Terms, the non-defaulting Party shall have the right to terminate this Order upon 14 days' prior written notice to the defaulting Party and such termination shall be effective upon the expiration of said 14 days if the defaulting Party fails to cure such default within said 14 days period.

14. EFFECT OF TERMINATION. Upon expiration or termination of an Order for any reason, all rights, obligations and licenses of the parties hereunder shall cease and expire, except that (a) Customer's liability to pay for any part of the Products, Maintenance and Support Services delivered or performed (and non-cancellable expenses incurred by Zixi in connection with providing the Products to Customer) prior to the termination or expiration date shall not be extinguished, and shall become due and payable on the termination or expiration date, (b) all other obligations that accrued prior to the effective date of termination or expiration and remedies for breach of these Terms shall survive any termination or expiration, and (c) the provisions of Sections 1.3, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18 and 19 plus any other provision that by nature should survive, shall survive termination. Additionally, each Party shall return or delete Confidential Information, Customer Confidential Information, or any other material provided to the other Party within five (5) days following the end of the Full Term.

15. ASSIGNMENT. Zixi may assign this Order at its discretion. Any assignment of this Order or any rights hereunder, wholly or in part, by Customer shall be void without Zixi's prior written consent.

16. EXPORT CONTROL. Customer alone shall be responsible, and shall take all appropriate measures, to comply with all applicable import and/or export control regulations, and will hold Zixi harmless from all damages arising out of or in connection with any violation thereof.

17. PUBLICITY. Customer hereby consents to Zixi's inclusion of Customer's name, logo and website address in customer listing on Zixi's website and other associated materials.

18. NON-SOLICITATION. Neither Party shall solicit for employment any employee, contractor or representative of the other party during the Full Term and for a period of one year thereafter. Nothing shall preclude a Party from hiring someone from the other Party by posting a general advertisement or job description, including on job posting sites, so long as that Party did not intentionally solicit another Party's employee while doing so.

19. GENERAL. These Terms and performance by the parties hereunder shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and federal laws of the United States, without regard to its choice of law principles. For any litigation that may arise under this Order or to enforce an award in accordance with these Terms, the Parties irrevocably and unconditionally submit to the exclusive jurisdiction and venue (and waive any claim of forum non conveniens) of the federal and state courts of Massachusetts, except that nothing herein shall prevent Zixi from applying to any court of competent jurisdiction for injunctive relief. No agent, employee, or representative of Zixi has any authority to bind Zixi to any affirmation, representation or warranty covering the Products sold under these Terms. The parties expressly exclude the applicability

of the United Nations Convention on International Sale of Goods. In the event of a conflict between these Terms and the terms and conditions included in any Appendix or on the face of an Order, the order of precedence shall be: (a) Order Form terms, (b) any terms and conditions included in an Appendix, and (c) these Terms. All agreements, covenants, conditions and provisions contained herein shall apply to and bind the assignees and successors in interest of Customer. Neither Party will have the right to offset any amounts payable by such Party under these Terms against any amounts payable to such Party by the other Party (whether under these Terms or otherwise). If any provision or part of these Terms is held to be invalid, illegal, unconscionable or unenforceable, such provision shall be deemed to be revised so that it applies to the maximum extent permitted by law and any other provisions and portions hereof shall not be affected.