

**ERICOM SOFTWARE LTD.
MASTER SUBSCRIPTION AGREEMENT**

Version 4.0

THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS YOUR USE OF ERICOM HOSTED SERVICES. BY CLICKING “ACCEPT”, SIGNING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR ACCESSING OR USING AN ERICOM HOSTED SERVICE, YOU INDICATE YOUR UNCONDITIONAL ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT (IN WHICH CASE THE TERMS “YOU” AND "CUSTOMER" SHALL REFER TO SUCH ENTITY).

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OR YOU DO NOT HAVE SUCH ENTITY AUTHORITY, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU MAY NOT ACCESS OR USE THE SERVICES.

If Customer and Ericom have signed a separate written agreement for the provision of Ericom hosted services, then the written agreement shall control with respect to such services.

If You have entered into an order or other agreement (“Managed Service Agreement”) with an Ericom-authorized managed service provider (“MSP”) with respect to a Ericom hosted service, then your use of that service shall be governed by the Managed Service Agreement. You acknowledge and agree that the Ericom hosted service is provided to You by the MSP, without any undertakings, warranties or liability of any kind of Ericom to You. Notwithstanding the foregoing, You undertake to the MSP and Ericom, as a third party beneficiary, to comply with the usage restrictions and policies described in Sections 2 and 14 below and provide the authorizations and consent described in Section 4 below.

This Agreement may be modified and updated by Ericom periodically. The updated version shall be posted at www.ericom.com/legal/repository at least thirty (30) days prior to its effective date.

This **Master Subscription Agreement** (this “Agreement”) sets forth the terms under which **Ericom Software Ltd.**, an Israeli corporation with principal offices at 12 Hartom Street, POB 45122, Har Hotzvim Technology Park, Jerusalem 9777512, Israel (“Ericom”) will provide Customer with access to and use of Ericom’s hosted software services (the “Services”) and related services described in the following order term documents: invoice and “Services Certificate” issued by Ericom to Customer for the Ericom Service; any other Ericom terms accepted by Customer; and applicable “Product Entitlement Supplement” (if any) posted at www.ericom.com/legal/repository (“Order Terms”). The Order Terms shall be deemed incorporated into this Agreement.

The parties hereby agree as follows:

1. ACCESS; SUBSCRIPTIONS.

- 1.1. **Access Rights.** Ericom hereby grants Customer, during the Term, a limited, nontransferable and non-exclusive right for Customer’s employees and consultants and other individuals authorized by Customer (collectively, “Authorized Users”) to access and use the Services, solely for Customer’s internal business purposes and in accordance with the Documentation, the usage and other parameters described in the Order Terms, and the terms and conditions of this Agreement. (“Documentation” means the reference, administrative and user manuals made available by Ericom to Customer with respect to the Services, excluding marketing materials.)

- 1.2. **Ownership of the Services.** Except for the rights to access and use the Services expressly granted in Section 1.1 above, no right, title or interest of intellectual property or other proprietary rights in or to the Services is transferred to Customer hereunder. Ericom and its third party licensors retain all right, title and interests, including, without limitation, all copyright and other proprietary rights in and to the Services and all, modifications, enhancements and derivatives thereof. The Services may include software licensed from third parties. Such third parties have no obligations or liability to Customer under this Agreement but may be third-party beneficiaries of this Agreement.
- 1.3. **Subscriptions, Named Users and Subscription Term.** The Services are purchased as “Subscriptions” based on the number of “Named Users” (or other “Subscription Model” specified in the Order Terms) permitted to use the Services and the term (“Subscription Term”) specified in the Order Terms. The “Named User” Subscription Model is a Subscription designating a number of named Authorized Users. Named User accounts may not be shared or used by anyone other than the named individual authorized to use such account. The individual named with respect to a Named User account may be removed and replaced with another named individual only if the account being replaced has not been used for the last thirty (30) days.
- 1.4. **Certain Subscriptions.** The following subscriptions are subject to additional conditions (as well as those set forth in this Agreement):
- 1.4.1. Evaluation Subscription: A Subscription granted for evaluation or trial of the Service may only be used for internal testing or evaluation purposes, for the limited period designated by Ericom. At the end of such period, Customer shall cease use of the Service or purchase a Subscription to the Service (as available), which shall be subject to this Agreement.
- 1.4.2. Not for Resale: A Subscription designated as “Not for Resale” or “NFR”, may only be used for demonstration, testing, and evaluation purposes in support of Customer’s clients, and only for the period that Customer is an Ericom channel partner or Service Provider (as defined below).
- 1.4.3. Beta Service: A Subscription provided in connection with a beta program shall be limited to the period of the beta program.
- 1.4.4. Service Provider Subscription. A “Service Provider Subscription” (as designated in the Services Certificate or other Order Terms), grants to Customer the right to provide access to the Services as a managed service to Customer’s clients for their internal business purposes, subject to additional terms and conditions in a “Service Provider Addendum” and/or other terms issued by Ericom.

2. CUSTOMER ADMINISTRATION, RESTRICTIONS AND ACCEPTABLE USE POLICY

- 2.1. **Customer Administration.** Customer shall (a) be responsible for all activities conducted by its Authorized Users and under their accounts, including compliance with all obligations under this Agreement and all laws and regulations applicable to Customer’s access and use of the Services, (b) take all steps to ensure the accuracy, quality and legality of Customer Data (including all Personal Information, as defined below), the means by which Customer acquired the Customer Data, including providing all applicable notices and obtaining all necessary consents, permits and licenses to comply with all applicable Privacy Law (defined below) with respect to Customer’s use of the Services, the provision of Customer Data (including all Personal Information) to Ericom, and Ericom’s use thereof in accordance with this Agreement, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Ericom promptly of any such unauthorized access or use, (d) maintain, at all times, at least one Authorized User who is a current employee and is authorized to administer Customer’s use of the Service (e.g., by creating accounts and resetting passwords assign and manage the business rules that control each Authorized User’s access to the Services), (e) use the Services only for its internal business purposes and in accordance with the Documentation and applicable laws and government regulations, and (f) obtain and maintain all equipment and components necessary for Customer’s use of the Services.

2.2. **Restrictions.** Customer and its Authorized Users shall not, and shall not permit others to: (a) sell, lease, license or sublicense the Services, or include the Services in a service bureau or outsourcing offering, unless Customer is designated as a “Service Provider” in the Order Terms (and only to the extent permitted therein); (b) copy, modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile or otherwise translate any portion of the Services or any software included in the Services or the Services-created metadata; (c) provide, disclose, divulge or make available to, or permit use of the Services by, any third party (except as expressly provided herein); (d) copy or reproduce all or any part of the Services (except as expressly provided herein); (e) interfere, or attempt to interfere, with the Services (including any subscription, control or security component thereof) in any way; (f) introduce into or transmit through the Services any virus, worm, trap door, back door or other malicious program (“Malicious Code”); (g) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (h) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the Services; (i) attempt to gain unauthorized access to the Services or related systems or networks, or permit direct or indirect access to or use of the Service to circumvent any usage limit under the Documentation or this Agreement; (j) host, provide, or develop software to intercept, emulate or redirect the Services in any way, or create, use or maintain any unauthorized connections to the Services; (k) allow access to the Services by a direct competitor of Ericom, except with Ericom’s prior written consent; (l) access the Services to monitor their availability, performance or functionality, or for any other benchmarking or competitive purposes; or (m) perform or disclose any performance or vulnerability testing of the Services without Ericom’s prior written approval. Customer acknowledges that Ericom may collect and analyze information regarding Customer’s use of the Services to prevent unauthorized and improper use of the Services, develop generic statistical information on use of the Services, improve Ericom’s products and services, and provide customized services to Customer.

2.3. **No High Risk Use.** The Services are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. The Services may not be used in any application or situation where a Services failure could lead to death or serious bodily injury of any person or to severe physical or environmental damage (“High-Risk Use”). High-Risk Use does not include use of the Services to communicate with applications that perform control functions (but are not directly or indirectly responsible for the control function) and the failure of the Services would not result in death or serious bodily injury of any person or severe physical or environmental damage. Customer agrees to indemnify and hold harmless Ericom from any third-party claim arising out of use of the Services in connection with any High-Risk Use.

2.4. **Acceptable Use Policy.** Customer may not, and may not cause, enable or permit others to, (a) use the Services for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive, including: to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; act as an open relay or open proxy; send unsolicited bulk e-mail, junk mail, spam or chain letters or Malicious Code; infringe property rights; violate the security or integrity of any network, computer or communications system, software application, or network or computing device; or otherwise violate applicable laws, ordinances or regulations; or (b) use the Services to perform cyber currency or crypto currency mining (collectively, “Acceptable Use Policy”). If Ericom determines that Customer’s use of the Services violate the Acceptable Use Policy, then Ericom may immediately suspend or terminate Customer’s use of the Services or take other remedial action.

3. **PROVISION OF SERVICES AND CUSTOMER SUPPORT; SERVICE LEVEL AGREEMENT.** Ericom will use commercially reasonable efforts to make the Services available to Customer and provide technical support services to Customer (“Customer Support”), in accordance with this Agreement and Ericom’s then current Support Services Terms and Conditions and Service Level Agreement, located at www.ericom.com/legal/repository.

4. CUSTOMER DATA AND PERSONAL INFORMATION.

4.1. Customer Data.

- 4.1.1. "Customer Data" means all data or information submitted by or on behalf of Customer to the Services. Subject to the limited licenses granted in this Agreement, Ericom acquires no right, title or interest from Customer under this Agreement in or to the Customer Data.
- 4.1.2. Customer hereby grants Ericom, its affiliates and service providers a worldwide, limited-term license to host, copy, transmit and display the Customer Data for the purpose of providing the Services and performing its other obligations under this Agreement.
- 4.1.3. Notwithstanding anything to the contrary herein, Customer agrees that Ericom may obtain and aggregate technical and other data about Customer's use of the Services such that it is non-personally identifiable with respect to Customer or its Authorized Users ("Aggregated Data"), and use the Aggregated Data to analyze, improve, support and operate the Services and other Ericom offerings during and after the term of this Agreement, as well as generate industry benchmark or best practice guidance, recommendations or similar reports.

4.2. Personal Information.

- 4.2.1. To the extent that Ericom collects or processes any information relating to a natural person ("Personal Information") that is regulated by applicable law ("Privacy Law") in connection with Customer's use and Ericom's provision of the Services, Customer Support or Professional Services, the Privacy Policy posted on the Ericom website shall apply.
- 4.2.2. Ericom shall process Personal Information as is necessary to (i) enable, optimize and provide the Services, Customer Support and Professional Services to Customer and Customer's Authorized Users, (ii) administer and enforce Ericom's agreements with Customer, (iii) make recommendations regarding usage of the Services and Professional Services and other Ericom products and services, (iv) improve and develop Ericom's products and services including, without limitation, for security research and development, or threat detection and security reporting purposes, and (v) generate statistical reports and analysis about use of the Services, Customer Support and Professional Services.
- 4.2.3. Customer hereby consents to Ericom's transfer of Personal Information, as may be required to provide the Services, Customer Support and Professional Services pursuant to this Agreement, to the United States or other countries that may have different Privacy Laws than the region in which Customer is located (including access by Ericom employees, contractors, partners, and vendors in such other countries). In the event of transfers of Personal Information from the European Economic Area to outside the European Economic Area, Customer agrees that Ericom will execute Standard Contractual Clauses on its behalf. In the event of a conflict between the provisions of this Agreement and the Standard Contractual Clauses with respect to Personal Information processed under this Agreement, the terms of the Standard Contractual Clauses will prevail.
- 4.2.4. Customer shall not make available to Ericom any sensitive Personal Information or other special data that imposes specific or heightened data security, data protection obligations, or governmental regulations on Ericom, including, but not limited to: (i) the Health Insurance Portability and Accountability Act of 1996; (ii) the Payment Card Industry Data Security Standard and Payment Application Data Security Standard; and (iii) all laws concerning the protection, transport, storage, use, and processing of "Sensitive Personal Data" (as defined under the EU General Data Protection Regulation and any similar applicable law). Customer shall indemnify and hold harmless Ericom from and against any claims, actions, damages, penalties, costs, losses and expenses (including legal fees) arising from or relating to any violation by Customer of the terms of this paragraph.
- 4.2.5. Ericom will maintain reasonable administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data, including Personal Information. These safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data.

5. **PROFESSIONAL SERVICES.** Customer may order from Ericom professional services that are beyond the scope of the Services, such as configuration, customization and data entry services (“Professional Services”), pursuant to the terms set forth in the Order Terms or a subsequently agreed upon order for Professional Services (“Professional Services Order”) and this Agreement. In the event of any conflict between the terms of this Agreement and the express provisions of any Professional Services Order, the terms of the Professional Services Order will control with respect to the Professional Services. Ericom will control the manner and means by which the Professional Services are performed and reserves the right to determine the personnel assigned to perform the Professional Services. Ericom may use third parties to perform the Professional Services, provided Ericom remains responsible for their acts and omissions. Ericom retains all right, title, and interest in and to anything used or developed in connection with performing the Professional Services, including, among other things, software programs, specifications, ideas, inventions, processes, and know-how, and all intellectual property rights therein. Ericom grants to Customer a non-exclusive, non-transferable, limited-term license to use all Professional Services deliverables, solely in conjunction with Customer’s permitted use of the Services and in accordance with this Agreement.

6. FEES; PAYMENT TERMS

6.1. **Fees.** In consideration of the rights to the Services granted in this Agreement, Customer shall pay the fees specified in the Order Terms. Customer will provide Ericom with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Ericom. If Customer provides credit card information to Ericom, Customer authorizes Ericom to charge such credit card for all Services listed in the Order Terms for the initial subscription term and any renewal subscription term(s). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the Order Terms. If the Order Terms specify that payment will be by a method other than a credit card, Ericom will invoice Customer in advance and otherwise in accordance with the Order Terms. Unless otherwise stated in the Order Terms, invoiced charges (as opposed to credit card charges) are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Ericom and notifying Ericom of any changes to such information. Late payments will incur interest at the lesser of 1.5% per month or the maximum allowable rate under applicable law. Payment obligations are non-cancellable and fees paid are non-refundable. All payments shall be in the currency stated in the Order Terms. Customer shall reimburse Ericom for any costs of collection, including reasonable attorneys’ fees. If usage of the Services exceeds that indicated/permitted in the Order Terms, Customer shall pay Ericom’s standard subscription fees for such additional usage within thirty (30) days of Ericom’s invoice plus interest as set forth above, from the first day of such excess use.

6.2. **Taxes.** Fees quoted or specified in the Order Terms do not include, and Customer will pay or reimburse Ericom for, any applicable sales tax, use tax, and value added taxes (VAT) or other taxes which are levied or imposed by reason of the performance by Ericom under this Agreement, *excluding* income taxes. If Customer is a tax-exempt organization and is not obligated to pay taxes arising out of this Agreement, Customer will provide Ericom with any required documentation to verify its tax exempt status with the applicable taxing authorities.

7. LIMITED WARRANTIES

7.1. **Customer Warranty.** Customer represents, warrants and covenants to Ericom that: (a) it has the authority to enter into this Agreement and perform its obligations hereunder; and (b) it and its Authorized Users will only use the Services for lawful purposes and will not use the Services to violate any applicable law or the intellectual property rights of any third party.

7.2. **Ericom Warranty.** Ericom warrants that: (a) Ericom has the authority to enter into this Agreement; (b) the Services will substantially operate and conform to Ericom’s published Documentation under normal use in accordance with this Agreement (“Operational Warranty”). Customer must promptly notify Ericom in writing of a claim of a breach of the Operational Warranty. Provided that such claim is reasonably determined by Ericom to be Ericom’s responsibility, Ericom will, within 30 days, (i) correct reproducible errors in the Service that caused the breach or provide a workaround; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the error; or (iii) if neither (i) nor (ii) can be

accomplished with reasonable efforts from Ericom, then Ericom may terminate the affected Service subscription and Customer will be entitled to a refund of the prepaid subscription fees paid for the balance of the such subscription. This Section 7.2 sets forth Customer's sole and exclusive remedy, and Ericom's entire liability, for any breach of warranty or other duty related to the Services.

7.3. **Disclaimer.** Except as set forth in Section 7.2, Ericom makes no representations or warranties, express or implied, regarding the Services or any other matter covered by this Agreement. ERICOM SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS WILL BE CORRECTED. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE ORDER TERMS OR THIS AGREEMENT, SERVICES PROVIDED IN CONNECTION WITH EVALUATION SUBSCRIPTIONS, NOT FOR RESALE SUBSCRIPTIONS, BETA SUBSCRIPTIONS OR OTHERWISE PROVIDED FOR NONPRODUCTION USE OR WITHOUT CHARGE ARE PROVIDED BY ERICOM "AS IS," WITHOUT WARRANTIES, REPRESENTATIONS, LIABILITY, CREDITS OR INDEMNITIES OF ANY KIND.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BUT ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

IN NO EVENT WILL ERICOM OR ITS SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF OR DAMAGE TO CONTENT OR DATA OR COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ALLEGED AS A BREACH OF CONTRACT, TORT OR OTHER FORM OF ACTION, EVEN IF ERICOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ERICOM'S LIABILITY UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES OF ANY KIND WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO ERICOM UNDER THIS AGREEMENT FOR THE RELEVANT SERVICE DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH A CLAIM FIRST ACCRUES.

9. CONFIDENTIAL INFORMATION

9.1. "Confidential Information" means Customer Data, the terms of this Agreement, the Services, any software provided by Ericom under this Agreement, the logon identifiers and passwords provided to Customer and its Authorized Users, the fees charged under this Agreement, any other materials marked confidential by Customer or Ericom and any other information conveyed under this Agreement that is identified in writing as confidential at the time of its conveyance or should reasonably be considered confidential based upon the nature of the information or the circumstances of the disclosure.

9.2. Each party acknowledges and agrees that: (a) the Confidential Information may constitute valuable trade secrets of the disclosing party; (b) it will use Confidential Information solely in accordance with the provisions of this Agreement; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by the receiving party to protect its own Confidential Information, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (d) publicly available; (e) already in the receiving party's possession and not subject to a confidentiality obligation; (f) obtained by the receiving party from any source without any obligation of confidentiality; (g) independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as evidenced by internal documentation; or (h) required to be disclosed by order of a court or other governmental entity;

provided, subject to applicable legal requirements, prompt notice is given to the other party so that it may obtain a protective order or other equitable relief.

- 9.3. Notwithstanding anything to the contrary contained in this Agreement, Customer grants to Ericom and its affiliates a worldwide, perpetual, irrevocable, royalty-free, transferrable license to use and incorporate into Ericom's services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Authorized Users relating to the Services.

10. INDEMNIFICATION

10.1. **Indemnification by Ericom.** Ericom will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of the Service in accordance with the Documentation and this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer, provided Customer (a) promptly gives Ericom written notice of the Claim Against Customer, (b) gives Ericom sole control of the defense and settlement of the Claim Against Customer (except that Ericom may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability), and (c) gives Ericom all reasonable assistance, at Ericom's expense. If Ericom receives information about an actual or potential infringement or misappropriation claim related to the Services, Ericom may, (i) modify the Services so that they no longer infringe or misappropriate *provided that* the modified Services shall substantially operate and conform to the Documentation, (ii) obtain a license for Customer's continued use of the Services in accordance with this Agreement, or (iii) terminate Customer's right to use the Services upon 30 days' written notice and refund Customer any prepaid, unused fees covering the remainder of the term of the terminated Service. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Ericom. This Section 10.1 states Ericom's sole liability to, and Customer's exclusive remedy for, any claim described herein.

10.2. **Indemnification by Customer.** Customer will defend Ericom against any claim, demand, suit or proceeding made or brought against Ericom by a third party alleging or arising out of Customer's (including its Authorized Users') breach of Section 2 of this Agreement (a "Claim Against Ericom"), and will indemnify Ericom from any damages, attorney fees and costs finally awarded against Ericom as a result of, or for any amounts paid by Ericom under a court-approved settlement of, a Claim Against Ericom, provided Ericom (a) promptly gives Customer written notice of the Claim Against Ericom, (b) gives Customer sole control of the defense and settlement of the Claim Against Ericom (except that Customer may not settle any Claim Against Ericom unless it unconditionally releases Ericom of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense.

11. TERM AND TERMINATION

11.1. **Term.** This Agreement shall continue in full force and effect until the expiration or termination of the subscriptions under the Order Terms, unless this Agreement is terminated earlier as provided hereunder.

11.2. **Subscription Term.** The term of any subscription shall be the term specified in the Order Terms. If the Order Terms provide for automatic renewal, then after expiration of the initial term specified in the Order Terms, the subscription shall automatically renew for successive one-year periods (or such other period specified in the Order Terms) (the initial term and each renewal term, a "Term") unless either party provides written notice of non-renewal at least 30 days prior to commencement of the applicable renewal term. Ericom may send Customer email notice of an increase in fees for any renewal term at least 30 days prior to commencement of the applicable renewal term.

11.3. **Termination by Ericom.** Upon notice to Customer, Ericom may suspend or terminate the Services and/or terminate this Agreement if: (a) Customer fails to pay Ericom any amount due hereunder and such failure to pay is not cured within 30 days following Ericom's notice to Customer of such breach; (b)

Customer materially breaches any term or condition of this Agreement, provided such breach is not cured by Customer within 30 days following Ericom's notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) liquidates all or a substantial portion of its assets for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority to effect such liquidation of assets; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes to effect such liquidation of assets.

11.4. Termination by Customer. Upon notice to Ericom, Customer may terminate this Agreement if Ericom (i) is in material breach of this Agreement and fails to remedy such material breach within 30 days of its receipt of such notice, (ii) terminates or suspends its business activities; (iii) liquidates all or a substantial portion of its assets for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority to effect such liquidation of assets; or (iv) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes to effect such liquidation of assets.

11.5. Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with Section 11.4, Ericom will refund Customer any prepaid, unused fees. If this Agreement is terminated by Ericom in accordance with Section 11.3, Customer will pay any unpaid fees covering the Services. In no event will termination relieve Customer of its obligation to pay any fees payable to Ericom for the period prior to the effective date of termination.

11.6. Data Extraction. Upon any termination and for a period of 30 days thereafter, Customer may request and Ericom shall make Customer Data available to Customer for export or download or provide Customer with a copy thereof. After such period, Ericom may delete all data/files.

11.7. Survival. Any provisions necessary to fulfill the respective rights and obligations of the parties hereunder shall survive any termination or expiration of this Agreement, regardless of the cause of such termination or expiration.

12. GOVERNING LAW; VENUE

12.1. This Agreement will be governed by the laws of the State of New Jersey, excluding its rules regarding conflicts of law. Venue for any dispute hereunder shall be a court of competent jurisdiction located in Bergen County, New Jersey, and the parties irrevocably submit to the exclusive jurisdiction of such courts. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from this Agreement. Application of the Uniform Computer Information Transaction Act (UCITA) is excluded from this Agreement. Any cause of action or claim of Customer hereunder must be commenced within one (1) year after such claim or cause of action arises, or shall be deemed waived. If Customer purchased the Services in any territory specified in Schedule A, the applicable provisions set forth in Schedule A (the "Local Provisions") shall apply with respect to such Services. To the extent any Local Provision conflicts with any other term or condition in this Agreement, the Local Provision will prevail with respect to any such Services.

12.2. Except with respect to the protection and enforcement of Ericom's (and its third party licensors') intellectual property rights and its rights to seek and/or obtain injunctive or equitable relief, any claim, cause of action or proceeding arising out of or relating to the Agreement or the Service shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Any such claim, cause of action or proceeding shall be arbitrated on an individual basis and without resort to any form of class action. The arbitration shall be conducted in Newark, New Jersey, and the Federal Arbitration Act, and not any state law concerning arbitration, shall apply.

13. FEDERAL GOVERNMENT END USER PROVISIONS

Ericom will provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial subscription agreement is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Ericom to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

14. EXPORT COMPLIANCE

Customer acknowledges that the Service contains cryptographic features and is subject to international and local country laws governing import, export, distribution, and use. The Service is subject to export control laws of the United States of America and the State of Israel and/or may be subject to additional export control laws applicable to Customer. Customer agrees not to export, re-export, or otherwise distribute the Service to any prohibited destination country under the EAR, U.S. and/or Israeli sanctions regulations (currently Iran, Lebanon, Syria, North Korea, Sudan, and Cuba) or in contravention of any applicable export controls and Customer shall not authorize or permit any third party to do any of the foregoing. Customer represents and warrants that it is not located in any of the countries mentioned in this Section. Customer may not grant access or otherwise export the Service to individuals or entities listed on the U.S. government's Denied/Restricted Parties List without first obtaining a license.

15. ASSIGNMENT

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, that Ericom may assign this Agreement in its entirety, without Customer's consent to its affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if Customer is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of Ericom, then upon written notice. Ericom may terminate this Agreement and refund to Customer any prepaid, unused fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16. FORCE MAJEURE

Excluding fees due for the Service by Customer, neither party shall be responsible or liable for any loss, damage, delay or failure to act caused by war, invasion, insurrection, riot, the order of any civil or military authority, pandemic, fire, flood, earthquake, weather, interruption to or absence of energy supplies, lock outs, strikes, other labor disputes, the failure of the party's suppliers, service providers or carriers to meet their contractual obligations, or, any other cause beyond the party's reasonable control ("Force Majeure Events").

17. GENERAL PROVISIONS

Ericom and Customer are independent contractors. Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. Customer grants Ericom the right to use Customer's name in its website, press releases, product brochures to

indicate that Customer is an Ericom customer. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. No Customer purchase order, preprinted form or other document shall add to or vary the terms of this Agreement and shall have no force or effect. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract. Except as expressly set forth herein, this Agreement will not create any right or cause of action for any third party beneficiary or any other third party. This Agreement (including the Schedules hereto and the Order Terms) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. For the avoidance of doubt, this Agreement is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Ericom regarding future functionality or features. Unless otherwise set forth herein, this Agreement may only be modified in writing and executed by the parties.

January 19, 2021

For prior versions: www.ericom.com/legal/repository

Schedule A -- Local Provisions

Australia:

1. Ericom Warranty (Section 7.2): The following is added: The warranties specified in this Section are in addition to any rights Customer may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.
2. Limitation of Liability (Section 8): The following is added: To the extent permitted by law, where Ericom is in breach of a condition or warranty implied by the Trade Practices Act 1974 or the equivalent State or Territory legislation which cannot be excluded, Ericom's liability is limited, at Ericom's sole election: (a) in case of the Services: (i) to repair or replace the goods, or the supply of equivalent goods, or (ii) payment of the cost of such repair or replacement or of acquiring equivalent goods; and (b) in case of Support Services or Professional Services: (i) re-supply of the applicable services; or (ii) the cost of having the services supplied again. In calculating Ericom's aggregate liability under the Agreement, the amounts paid or the value of any goods or services Ericom replaced, repaired, or supplied pursuant to this paragraph shall be included.

Belgium and France:

Limitation of Liability (Section 8): The following replaces the terms of this section in its entirety: Except as otherwise provided by mandatory law: Ericom's liability for any damages and losses that may arise as a result of the performance of its obligations in connection with the Agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if Ericom is at fault), for a maximum amount equal to the charges Customer paid for the Services that has caused the damages. This limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which Ericom is legally liable. UNDER NO CIRCUMSTANCES IS ERICOM, OR ANY OF ITS SOFTWARE DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS. The limitation and exclusion of liability herein agreed applies not only to the activities performed by Ericom but also to the activities performed by its suppliers and Software developers, and represents the maximum amount for which Ericom as well as its suppliers and Software developers, are collectively responsible.

Germany and Austria:

1. Ericom Warranty (Section 7.2). The properly licensed Services will perform substantially as described in any Ericom documentation that accompany the Services. However, Ericom gives no contractual guarantee in relation to the licensed Services.
2. Limitation of Liability (Section 8). In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Ericom is liable according to the statutory law. Subject to the preceding sentence, Ericom will only be liable for slight negligence if Ericom is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of the Agreement, the breach of which would endanger the purpose of the Agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Ericom will not be liable for slight negligence.

Italy:

Limitation of Liability (Section 8). Apart from damages arising out of gross negligence or willful misconduct for which Ericom may not limit its liability, Ericom's liability for direct and indirect damages related to the original or further defects of the Services, the use or the nonuse of the Services or any case whatsoever for breach of the Agreement, shall be limited to the fees paid by Customer for the Services or for the part of the Services upon which the damages were based.

United Kingdom:

Governing Law/Jurisdiction and Arbitration (Section 12.1): The following replaces the first sentence of this section: The Agreement is governed by the laws of England and Wales, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.