

**ERICOM SOFTWARE LTD.
END USER LICENSE AGREEMENT**

Version 17

IMPORTANT - CAREFULLY READ THIS END USER LICENSE AGREEMENT BEFORE INSTALLING OR USING ANY ERICOM SOFTWARE THAT IS LINKED TO OR ACCOMPANIES THIS END USER LICENSE AGREEMENT BY WAY OF HTTP OR URL REFERENCE OR IS OTHERWISE INCLUDED IN CLICK-WRAP FORM (the "Software"). THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU, AS LICENSEE, AND ERICOM.

THIS LICENSE AGREEMENT DOES NOT APPLY TO USE OF THE SOFTWARE AS A SERVICE. IF YOU ARE USING THE SOFTWARE AS A SERVICE, PLEASE CONTACT ERICOM.

Ericom Software Ltd., on its behalf and on behalf of its wholly owned affiliate ("Ericom") specified in the Ericom Software License Certificate issued to you ("License Certificate"), is willing to license the Software in executable code form, and any related printed or electronic documentation and all updates, modifications, or other revisions to the Program and documentation delivered (collectively the "Program"), to the licensee of the Software ("you" or "Licensee") only on the condition that Licensee accepts all of the terms and conditions of this End User License Agreement (this "EULA"), the License Certificate, and the Product Entitlement Supplement (defined below) (collectively, the "Agreement"). In the event of any conflict between the express provisions of the License Certificate and/or Product Entitlement Supplement and this EULA, (a) such express provisions of the License Certificate and/or Product Entitlement Supplement shall prevail over this EULA; and (b) such express provisions of the License Certificate shall prevail over the Product Entitlement Supplement.

By clicking the "Accept" button or otherwise indicating assent electronically and/or using the Software, Licensee acknowledges that Licensee has read and understood the terms and conditions of the Agreement and that Licensee will be legally bound by the Agreement. If you do not agree to these terms, click the "Logout" button or otherwise indicate refusal and cease any and all use of the Program.

IF YOU ARE ENTERING INTO THE AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MUST NOT ACCEPT THE AGREEMENT AND MAY NOT USE THE SOFTWARE.

1. GRANT OF LICENSE.

- (a) **License.** Subject to payment of all applicable fees (directly to Ericom or to an Ericom channel partner), Ericom grants to Licensee a personal, non-exclusive, nontransferable license to use the Program for Licensee's internal business purposes, in accordance with the usage parameters, license term, pricing, payment and other terms set forth in the License Certificate, Product Entitlement Supplement and this EULA (the "**License**").
- (b) **License Term.** The "License Term" for "production" use of the Program is set forth in the License Certificate (such as, Perpetual, Subscription and Limited Term Licenses). The License Term for the following "nonproduction" uses shall be as set forth below:
 - i. **Evaluation License:** A License granted for evaluation of the Program may only be used for internal testing or evaluation purposes. The "License Term" for the License shall be the limited period designated by Ericom. At the end of the License Term, Licensee shall return the Program (or delete the Program from Licensee's Device) or purchase a Perpetual License or Subscription License (as available), which shall be subject to the Agreement.
 - ii. **Not for Resale:** If the License is designated as "Not for Resale" or "NFR", the "License Term" shall be the period that Licensee is an Ericom channel partner or Service Provider (as defined below). A Not for Resale License permits use only for demonstration, testing, and evaluation purposes in support of Licensee's customers or clients.
 - iii. **Beta Program:** If a License is provided in connection with a beta program, the "License Term" shall be the period of the beta program.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE AGREEMENT, PROGRAMS AND ANY SUPPORT SERVICES AND PROFESSIONAL SERVICES PROVIDED IN CONNECTION WITH EVALUATION LICENSES, NOT FOR RESALE LICENSES, BETA PROGRAMS OR OTHERWISE PROVIDED WITHOUT CHARGE ARE PROVIDED BY ERICOM "AS IS," WITHOUT WARRANTIES, REPRESENTATIONS, LIABILITY, OR INDEMNITIES OF ANY KIND.

- (c) **Usage Parameters.** The License Certificate sets forth the "License Type" (described in Schedule A hereto) and the number of users, devices, etc. (as applicable to such License Type) permitted to use the Software.

If Licensee has not received a License Certificate, then Licensee may only use the Software on a single Device to be accessed by a single end user at a time.

(d) **Additional Licensing Rights and Requirements.**

- i. Product Entitlement Supplement. The “Product Entitlement Supplement” sets forth any supplemental usage rights, restrictions, and terms specific to a particular Software product. The Product Entitlement Supplement may be found at www.ericom.com/legal/repository (or a successor URL) and is incorporated by reference and an integral part of the Agreement.
 - ii. OEM Channel Partner Product. Software provided to Licensee to be embedded or incorporated with, or loaded onto, a physical hardware device or a third party software product (“OEM Channel Partner Product”) is restricted to use on such device or with such software product only. The Software may be subject to additional restrictions imposed by the provider of the OEM Channel Partner Product.
 - iii. Activation. Licensee may be required to provide Ericom (or Ericom’s designated channel partner) with the Software’s initial license key (or system ID) and the serial number from the License Certificate to activate the Software. The Software may contain a mechanism to make it inoperable after the License Term.
 - iv. Service Provider License. If the License Certificate designates Licensee as a “Service Provider”, the License includes the right to provide access to the Software as a service to Licensee’s clients for their internal business purposes, subject to the terms and conditions of the Agreement and any further limitations set forth in a Service Provider Addendum and/or other Ericom terms accepted by Licensee (“**Service Provider License**”).
 - v. User Activities. “**User**” means any employee, contractor, client or other individual permitted by Licensee to access and/or use the Program. Licensee shall be responsible for all activities conducted by its Users and/or under its Users’ accounts, including compliance with all obligations under the Agreement and all laws and regulations applicable to Licensee’s access and use of the Program.
 - vi. Licensee Outsourcing Contractor. Licensee may sublicense the License to Contractors that have undertaken in writing to comply with all obligations under the Agreement and all laws and regulations applicable to access and use of the Program. Licensee shall be responsible for all activities conducted by its Contractors with respect to the Program. “**Contractor**” means a third party outsourcing or facilities management contractor that uses the Program on Licensee’s behalf to provide services to Licensee.
 - vii. Third Party Materials. The Program may contain features designed to interoperate with products or components derived from portions of materials provided by third parties (“**Third Party Materials**”). Licensee may use Third Party Materials solely in connection with the Program. Third Party Materials may be subject to other terms and conditions, which are typically found in a separate license agreement or a “read me” or other file located in or near such materials. Third Party Materials may include code and libraries licensed to Ericom under licenses which require Ericom to make the source code for those components available. Licensee acknowledges that the availability and right to license any Third Party Materials to Licensee shall cease automatically, without liability on Ericom’s part, upon the discontinuation or termination of the provision thereof to Ericom.
 - viii. No High Risk Use. The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software may not be used in any application or situation where a Software 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 Software to communicate with applications that perform control functions (but are not directly or indirectly responsible for the control function) and the failure of the Software would not result in death or serious bodily injury of any person or severe physical or environmental damage. Licensee agrees to indemnify and hold harmless Ericom from any third-party claim arising out of use of the Software in connection with any High-Risk Use.
- (e) **License Restrictions**. Licensee may not make any use of the Program that is not expressly permitted by the Agreement. Except as expressly set forth in the Agreement, Licensee shall not: (i) copy (except as set forth below), modify, reverse engineer, decompile, disassemble, or otherwise translate any portion of the Software or the Software created metadata; or (ii) modify or disable any licensing or control features or any other security measure incorporated in the Software; or (iii) use the Software to conduct competitive research or disclose results of any benchmarking tests without Ericom’s prior written consent; or (iv) unless designated as a Service Provider in the applicable License Certificate (and only to the extent permitted therein), distribute, disclose, market, rent, lease, sublicense, or transfer the Program or use the Program in any service bureau arrangement. Licensee may make one (1) copy of the Software solely for backup

purposes provided Licensee reproduces the Software's copyright notices and any other legends of ownership on each copy, or partial copy. Except as expressly set forth in the Agreement or otherwise agreed to by Ericom in writing, no license, right, or interest in any Ericom Trademarks is granted hereunder.

- (f) **Fees; Audit.** If usage of the Software (including in terms of number of copies or users) exceeds that indicated in the License Certificate, Licensee shall pay Ericom's standard license and related support fees for such additional usage within thirty (30) days of Ericom's invoice plus interest of the lower of one and one-half percent (1.5%) per month and the highest rate permitted by local law, from the first day of such excess use. Ericom may, at its expense, audit the usage of the Program. Any such audit shall be conducted no more than once per annum, during regular business hours at Licensee's premises and shall not unreasonably interfere with Licensee's business activities. If the underpaid fees are in excess of five percent (5%) of the fees paid for the period of the audit, then in addition to such fees for additional usage and interest thereon, Licensee shall also pay Ericom's reasonable costs of conducting the audit.
2. **BETA PROGRAM.** Licensee may elect to participate in Ericom's beta or early release programs for the Program ("**Beta Programs**"). Any Software licensed in connection with a Beta Program shall be used solely for the stated purposes thereof and any other terms set by Ericom. Licensee acknowledges that such Software is in a pilot-production stage of development and, therefore, may contain irregularities not normally found in software. Licensee agrees to interface with Ericom's designated representatives at regular intervals to discuss the Beta Program Software and to furnish, subject to applicable law, verbal or written reports at Ericom's reasonable request, including failure logs, status reports, error reports, and other information related to Licensee's use of the Software. Licensee is encouraged to provide Ericom with suggestions and ideas for improving or otherwise modifying the Software or Support or Professional Services. Upon Ericom's request, Licensee agrees to return or destroy, or cease use of, the Program and other materials delivered to Licensee as part of the Beta Program.
3. **SUPPORT SERVICES.** Ericom technical support and maintenance services for the Software, including the right to receive Updates ("**Support Services**") are provided in accordance with Ericom's then current Support Services Terms and Conditions located at www.ericom.com/legal/repository and this Agreement. "**Updates**" means all published revisions and corrections to the printed documentation and corrections and new releases of the Software that are generally made available to Ericom's supported licensees at no additional cost, but not including any functionality or future products that Ericom licenses separately.
- (a) Limited Term/Subscription License Support Services. A Limited Term/Subscription License includes Support Services.
- (b) Perpetual License Support Services. A Perpetual License does not include Support Services. Support Services for Perpetual Licenses may be purchased from Ericom or an Ericom channel partner for an annual support fee, subject to Ericom's end of life policy. Licensee must purchase and renew Support Services for all Perpetual Licenses of the corresponding Software. If Support Services lapse, Licensee may not renew Support Services without paying the applicable Lapsed Maintenance Fee.
- (c) Support Services are made available only for the specific Software, License type, and number of Licenses stated in the applicable License Certificate.
- (d) Notwithstanding anything in this Section 3, if Licensee purchased Licenses or Support Services for the Program through an Ericom designated channel partner or as part of an OEM Channel Partner Product (as per Section 1(c)(ii) above), then the applicable channel partner may provide certain Support Services in accordance with such channel partner's support terms. Additional details regarding the channel partner's support terms, including the allocation of technical support responsibilities for the Support Services and technical support contact information, are available from the channel partner directly.
- (e) If Licensee has been designated as a Service Provider, Support Services shall be provided solely to Licensee. Licensee shall be solely responsible for providing support to its clients. Licensee shall not direct to Ericom any client with questions regarding the use or operation of the Program. Ericom shall refer any client service questions to Licensee.
4. **PROFESSIONAL SERVICES.** "**Professional Services**" means training, development, implementation, or any other Ericom services related to the Program that are not included within the Support Services. Upon Licensee's request, Ericom will provide a Professional Services Order ("**PSO**") detailing the terms and conditions for the provision of Professional Services requested. Professional Services will be governed by the terms of the Agreement and the applicable PSO. In the event of any conflict between the terms of the Agreement and any PSO, the terms of the PSO 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, including all intellectual property rights therein. Ericom grants to Licensee a non-exclusive, non-transferable, limited-term license to use all Professional Services deliverables during the Program License Term, solely in conjunction with Licensee's use of the Program and in accordance with the Agreement.

5. OWNERSHIP/ERICOM IP INDEMNIFICATION.

- (a) Ownership. Licensee hereby acknowledges and agrees that the Agreement grants Licensee a license to the Program and in no way is a sale of all or any part of the Program. Ericom (or its third party licensors) retains all title, right (including all applicable intellectual property right), and interest in and to the Program, including all documentation, translations, enhancements, improvements, or other modifications made to or derived from the Program, which are protected by intellectual property laws and international treaty provisions. Nothing in the Agreement or in the parties' dealings arising out of or related to the Agreement will restrict Ericom's right to use, profit from, disclose, publish, keep secret, or otherwise exploit any suggestion or idea for improving or otherwise modifying the Program or Support or Professional Services ("Feedback") without compensating or crediting Licensee or the individual providing such Feedback.
- (b) Ericom IP Indemnification. If promptly notified within ten (10) days of any action brought against Licensee based on a claim that the Program as provided to Licensee infringes a registered copyright or patent, Ericom will defend the action at its expense and will pay any and all fees, costs, or damages that may be finally awarded in the action or resulting settlement. If the Program is found to infringe a registered patent or copyright right, or in Ericom's opinion, might be held to infringe, Ericom may, at its option and expense, either (i) procure the right for Licensee to continue using the Program, (ii) modify the Program so it is non-infringing, or (iii) terminate the Agreement and refund Licensee with the unused portion of the license fees paid under the Agreement for Subscription Licenses or for Perpetual Licenses, subject to five-year straight-line depreciation. This section represents the sole and exclusive remedy of Licensee and the entire liability and obligation of Ericom with respect to infringement or claims of infringement of any intellectual property right by the Software.

6. PUBLICATION. Licensee consents to written and oral disclosure by Ericom of Licensee's name and logo as an end user of the Software in a factual listing of Ericom's customers (with or without a list of the category of Software licensed by Licensee) to be published within marketing and promotional materials, in presentations, on trade show signs and materials, on Ericom's website, and to financial and industry analysts.

7. CONFIDENTIAL INFORMATION. "**Confidential Information**" means all non-public information disclosed by Ericom or on its behalf, whether or not identified as "confidential," in any form or medium, and includes but is not limited to the Program, the terms and pricing for the Software, and any other information clearly identified as confidential or by its nature reasonably considered proprietary or confidential. Confidential Information does not include any information that, as can be proven by written record: (a) was rightfully in the possession of, or was known by, Licensee prior to its receipt from Ericom (directly or indirectly) without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of the Agreement; (c) Licensee rightfully obtained from a third party, without an obligation to keep such information confidential; or (d) independently developed by Licensee by persons without access to the Confidential Information. Licensee acknowledges that the Program contains Confidential Information and trade secrets. Licensee shall protect all Confidential Information from copying, misuse and disclosure with the same degree of care Licensee treats its most confidential information, but not less than reasonable care. Licensee agrees to be responsible for any unauthorized disclosure, use, or copying of the Program by any person to which Licensee grants access to the Program. Licensee will use the Confidential Information only as needed to exercise the licenses granted to Licensee under the Agreement. Licensee may disclose Confidential Information as required by law or court order, provided Licensee shall: promptly notify Ericom in writing of the requirement for disclosure, provide Ericom a reasonable opportunity to limit the scope of disclosure, and only disclose as much of the Confidential Information as is required by law. Licensee's obligations hereunder shall survive any expiration or termination of the Agreement.

8. DATA COLLECTION.

The Software may contain features designed to prevent unlicensed use of the Software and to retrieve data such as IP address, serial number, Software name and version, mac address, operating system, and server uptime to detect improper use of the Software and develop generic statistical information on Software use. Licensee grants Ericom and its subsidiaries the right to collect, store, transfer, and use such information (and other information that Licensee elects to provide to Ericom in connection with Licensee's use of the Software) solely to prevent unlicensed use of the Software, to improve Ericom's products and to provide customized services and technologies to Licensee.

To the extent that Ericom processes any information relating to a natural person (“**Personal Information**”) that is regulated by applicable law (“**Privacy Law**”) in connection with Licensee’s use and Ericom’s provision of the Software and/or Support Services or Professional Services, Ericom will be the Data Processor and Licensee will be the Data Controller. Licensee warrants that it has provided all applicable notices and obtained all necessary consents, permits, or licenses to comply with all applicable Privacy Law with respect to the provision of Personal Information to Ericom and Ericom’s use of such Personal Information in accordance with the Agreement. Ericom shall process Personal Information as is necessary to (i) enable, optimize and provide the Software, Support Services and Professional Services to Licensee and Licensee’s Users, (ii) administer and enforce its agreements with Licensee, (iii) make recommendations regarding usage of the Software, Support 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 Software, Support Services and Professional Services (including analysis related to security trends and data patterns, and comparisons in Ericom’s aggregated install base).

Licensee hereby consents to Ericom’s transfer of Personal Information, as may be required to provide the Software, Support Services and Professional Services pursuant to the Agreement, to the United States or other countries that may have different data protection laws than the region in which Licensee is located and may be accessed by Ericom employees, contractors, partners, and vendors for the purposes described above. In the event of transfers of Personal Information from the European Economic Area to outside the European Economic Area, Licensee agrees that Ericom will execute Standard Contractual Clauses on its behalf. In the event of a conflict between the clauses of the Agreement and the Standard Contractual Clauses with respect to Personal Information processed under the Agreement, the terms of the Standard Contractual Clauses will prevail to the extent of such conflict.

Unless otherwise specified in the applicable Product Entitlement Supplement or License Certificate, Licensee may 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). Licensee 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 Licensee of the terms of this paragraph.

9. **SECURITY MEASURES.** Ericom will implement commercially reasonable measures to secure and protect the Personal Information submitted by Licensee in accordance with the Agreement, including against accidental or unlawful loss, access, or disclosure.
10. **LIMITED SOFTWARE WARRANTY.** Ericom represents and warrants that for the period ending thirty (30) days from the date Licensee receives Licensee’s initial copy of the Program, (a) the media on which Ericom has supplied the Software is not defective and the Software is properly recorded on it; and (b) the Software functions substantially as described in the accompanying user manuals (“**Operational Warranty**”). Ericom must receive written notice of an Operational Warranty breach within such thirty (30) day period. Ericom’s only obligation, and Licensee’s only remedy, for any breach of the Operational Warranty will be, at Ericom’s option and expense, to (a) correct or provide a workaround for reproducible errors in the Software that caused the breach within a reasonable time, considering the severity of the error and its effect on Licensee; or (b) terminate the Agreement with respect to the defective Software, and refund the unused, prepaid fees for the defective Software during the then-current License Term, provided Licensee purges all copies of the Program from all computer systems on which it was stored.

Notwithstanding the foregoing, the limited warranties set forth in this Section shall not apply to any non-conformance (i) that Ericom cannot recreate after exercising commercially reasonable efforts to do so; (ii) caused by misuse of the applicable Software or by using the Software in a manner that is inconsistent with the Agreement; or (iii) arising from Software modifications by, or on behalf of, anyone other than Ericom.

OTHER THAN THE FOREGOING LIMITED WARRANTY AND FOR ANY WARRANTY WHICH MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW, THE PROGRAM AND ALL SUPPORT SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR OTHERWISE. ERICOM AND ITS THIRD-PARTY LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO ORAL OR WRITTEN INFORMATION OR ADVICE THAT ERICOM, ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES MAY PROVIDE SHALL CREATE A WARRANTY OR IN ANY WAY

INCREASE THE SCOPE OF THE FOREGOING LIMITED WARRANTY, AND LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

LICENSEE ACKNOWLEDGES THAT ERICOM DOES NOT WARRANT THAT (i) THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, (ii) THE PROGRAM DOES NOT INFRINGE ANY THIRD-PARTY'S INTELLECTUAL PROPERTY RIGHTS, (iii) THE SOFTWARE WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN ERICOM'S DOCUMENTATION, (iv) THE SOFTWARE'S OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (v) THE SOFTWARE WILL PROTECT AGAINST ALL SECURITY THREATS, INTERNET THREATS, OR OTHER THREATS OR INTERRUPTIONS, AND (vi) THE SOFTWARE'S FEATURES, CATEGORIES, AND FUNCTIONALITIES WILL BE AVAILABLE AT ALL TIMES IN THE FUTURE.

- 11. LIMITATION OF LIABILITY.** THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PROGRAM IS ASSUMED BY LICENSEE TO THE GREATEST EXTENT PERMISSIBLE BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL ERICOM, ITS AGENTS, REPRESENTATIVES OR LICENSORS BE LIABLE TO LICENSEE, ANY USER, OR ANY OTHER PERSON OR ENTITY, FOR ANY LOSS OF USE, REVENUE, OR PROFIT, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER, IN ANY CONNECTION WITH THE AGREEMENT, THE PROGRAM, SUPPORT SERVICES, OR PROFESSIONAL SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. THE MAXIMUM AGGREGATE LIABILITY OF ERICOM AND ITS AGENTS, REPRESENTATIVES, AND LICENSORS IN ANY CONNECTION WITH THE AGREEMENT, THE PROGRAM, SUPPORT SERVICES, OR PROFESSIONAL SERVICES, WHETHER IN TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), CONTRACT, OR OTHERWISE SHALL NOT EXCEED THE FEES PAID BY LICENSEE WITH RESPECT TO THE ITEM THAT IS THE SUBJECT OF THE CLAIM WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF SUCH CLAIM, IF ANY. THIS LIMITATION DOES NOT APPLY IN THE CASE OF PERSONAL INJURY OR DEATH, IF AND TO THE EXTENT REQUIRED BY APPLICABLE LAW. ERICOM EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY TO LICENSEE'S CLIENTS AND USERS, AND TO ANY OTHER THIRD PARTY. ERICOM'S SUBSIDIARIES AND SUPPLIERS SHALL BE BENEFICIARIES OF THIS LIMITATION OF LIABILITY SECTION; OTHERWISE, NO THIRD PARTY BENEFICIARIES EXIST UNDER THE AGREEMENT.

ERICOM HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT. THE DISCLAIMERS AND LIMITATIONS REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES, AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THEM.

- 12. TERMINATION.** Ericom may terminate the Agreement and the License if Licensee breaches the Agreement or fails to pay the designated fee for the Program licensed. Upon expiration or termination of the Agreement for any reason, Licensee's right to use the Program will stop immediately and Ericom may terminate Licensee's ability to use the Software, and Licensee shall return all copies of the Program to the place of purchase, return the original License Certificate, if received by Licensee, and/or permanently delete all copies of the Program from Licensee's servers, computers, and/or other devices.

Any provision of the Agreement that needs to survive the termination or expiration of the Agreement to fulfill the purposes of such provision shall be deemed to survive for as long as necessary to fulfill such purposes.

- 13. GOVERNING LAW/JURISDICTION AND ARBITRATION.** The Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws principles and specifically will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or the Uniform Computer Information Transactions Act (UCITA). Any cause of action or claim of Licensee with respect to the Program or otherwise under the Agreement must be commenced within one (1) year after such claim or cause of action arises, or shall be deemed waived. If Licensee purchased the Software in any territory specified on **Schedule B** (the "**Local Territory**"), the applicable Local Territory provisions set forth in Schedule B (the "**Local Provisions**") shall apply with respect to any licenses purchased in such Local Territory. To the extent any Local Provision conflicts with any other term or condition in the Agreement, the Local Provision will supersede such other term or condition with respect to any licenses purchased in the Local Territory.

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 Program 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.

- 14. EXPORT CONTROL.** Licensee acknowledges that the Program contains cryptographic features and is subject to applicable laws governing the import, export, transfer, and use of the Program, including, but not limited to, the laws of the United States of America (U.S.), European Union (EU), United Kingdom (UK) and the State of Israel and the laws of any other country applicable to Licensee. Licensee shall not export, re-export, or otherwise transfer the Program to any prohibited destination country. (As of the Effective Date of this Agreement, (a) Iran, Syria, North Korea, Cuba, Sudan, Lebanon, Russia, Belarus, Venezuela, Myanmar, Afghanistan and the Donetsk, Luhansk, Crimea, Kherson and Zaporizhzhia regions of Ukraine are subject to U.S., EU, UK and/or Israeli sanctions/export controls; and (b) Iraq, Libya, and the Palestinian Authority require an Israeli export license.) Licensee represents and warrants that Licensee and its Users are not located in any of such countries. In addition, Licensee may not grant access to or otherwise export, re-export, or transfer the Program, (i) to individuals or entities listed on any U.S. restricted party list or EU or UK sanction lists; or (ii) for use directly or indirectly for military purposes or in the design, development, or fabrication of nuclear, chemical or biological or missile technology. (See <https://www.trade.gov/consolidated-screening-list> for more information.) Licensees must understand and comply with current economic sanctions and trade embargoes. This information is published online and can be found inter alia on the U.S. Treasury Office of Foreign Asset Control website: <https://ofac.treasury.gov/>, the EU sanctions website: https://www.ecas.europa.eu/ecas/european-union-sanctions_en; and the UK Government website: <https://www.gov.uk/government/publications/the-uk-sanctions-list>. Licensee shall not authorize or permit any third party to do any of the foregoing
- 15. U.S. GOVERNMENT END USERS.** The Program is deemed to be "Commercial Items," as defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7207, as applicable. Consistent with such sections, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Items, and (ii) with only those rights as are granted to all other end users pursuant to the Agreement.
- 16. GENERAL.** Ericom shall not be responsible for delays or failure of performance resulting from causes beyond its reasonable control. The English version of the Agreement shall be the version used when interpreting or construing the Agreement. If any provision of the Agreement are determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of the Agreement will not in any way be affected or impaired thereby. Licensee may not assign the Agreement to any third party, in whole or in part, without Ericom's prior written agreement. Ericom may assign the Agreement to a purchaser of substantially all the assets or equity of Ericom's business unit responsible for the performance of the Agreement.
- 17. ENTIRE AGREEMENT.** The Agreement is the complete and exclusive agreement between Licensee and Ericom relating to the Program, the Support Services and Professional Services and supersedes any previous or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter. This End User License Agreement also applies to all future transactions related to the Program between Ericom and Licensee, even without further explicit reference from Ericom, unless superseded by a later end user license agreement provided by Ericom and accepted by Licensee. Ericom may modify the terms of this End User License Agreement ("**Agreement Modifications**") at any time. The Agreement Modifications shall apply to purchases (including renewals) made and services performed after the date that the updated End User License Agreement is posted online at <https://www.ericom.com/agreements-and-terms/> (or successor URL) and/or notified to Licensee via email. In any case, Licensee is encouraged you to regularly check the latest version of the End User License Agreement, which can be found here: <https://www.ericom.com/agreements-and-terms/> (or successor URL). The Agreement Modifications will also take effect with respect to existing Programs ten (10) days after being posted online and/or notified to Licensee via email provided that if Licensee does not agree with any such Agreement Modifications, Licensee's sole remedy shall be to terminate the Agreement by sending written notice of termination to Ericom during such ten (10) day period. The Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement, or confirmation or other document that Licensee might issue, even if signed and returned. Subject to the foregoing, no waiver, alteration, or modification of the provisions of the Agreement will be valid unless made in writing and signed by an Ericom corporate officer.

Schedule A
Ericom Software License Types

License Types:

- 1) “**Named User License**” is a right to use the Software by a limited number of individual end users as designated in the License Certificate, each as specifically named in the Software.
- 2) “**Concurrent User License**” is a right to use the Software by a limited number, as designated in the License Certificate, of (a) Single User Devices and (b) end users of each Multi-User Device, concurrently utilizing the Software at any given time.
- 3) “**Concurrent Session License**” is a right to open a limited number of active browser tabs (as designated in the License Certificate) that access the Software by all Licensee users in the aggregate.
- 4) “**User Device License**” is a right to use the Software on a limited number of Single User Devices (as defined below) as designated in the License Certificate.
- 5) “**Server Device License**” is a right to use the Software on a Multi-User Device (as defined below) to be accessed by a limited number of end users as designated in the License Certificate. The aggregate number of Licensee users that may access or otherwise utilize the services or functionality of the Software may not exceed the number designated in the License Certificate.
- 6) “**Device License**” is a right to use the Software by a limited number of (a) Single User Devices and (b) end users of each Multi-User Device, in the aggregate, as designated in the License Certificate.
- 7) “**Server Session License**” is the right to use the Software by the number of Host Sessions open at any given time as designated in the License Certificate. “Host Session” means a connection from a Device (as defined below) to a central system using the Program.
- 8) As otherwise set forth in the License Certificate.

Notwithstanding the foregoing, if Licensee is granted a **Device License** or **Named User License** (as identified in the License Certificate), the allocation and identification of the individual Device or the individual end user will be retained for a minimum of 30 days from the last use of the Software before the allocation and identification of such Device or end user, as the case may be, can be moved or transferred to a different, separate, and unique Device/end user. Additionally, Named User accounts are individualized and may not be shared or used by anyone other than the Licensee employee or User to whom the Named User account is assigned. The identification of Named Users must be unique to an individual and may not be of a generic nature.

“**Device**” means hardware that receives, processes, and presents information, including, but not limited to, a computer, workstation, terminal, tablet, handheld PC, Personal Digital Assistant, "smart phone," or terminal server.

“**Single User Device**” means a Device to be utilized by a single interactive user at any given time.

“**Multi-User Device**” means a Device to be utilized by more than a single interactive user at any given time.

Schedule B
Local Provision

Australia:

1. Limited Software Warranty (Section 10): The following is added: The warranties specified in this Section are in addition to any rights you 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 11): 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 Software: (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 11): 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 Licensee paid for the Software 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. Limited Software Warranty (Section 10). The properly licensed Software will perform substantially as described in any Ericom documentation that accompany the Software. However, Ericom gives no contractual guarantee in relation to the licensed Software.
2. Limitation of Liability (Section 11). 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.
3. 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 11). 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 Software, or related to the use or the nonuse of the Software or related to any case whatsoever for breach of the Agreement, shall be limited to the fees paid by you for the Software or for the part of the Software upon which the damages were based.

United Kingdom:

Governing Law/Jurisdiction And Arbitration (Section 13): 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.