ZS Installed Solution Terms and Conditions

These ZS Solution Terms and Conditions, together with any SOW(s), (collectively, the "Agreement") govern Customer's access to and use of the ZS Solution specified in an SOW.

This Agreement may be accepted by (1) executing an SOW that references this Agreement; or (2) using the ZS Solution. By accepting this Agreement, Customer agrees to comply with the terms hereof. The individual accepting this Agreement on behalf of Customer represents that they have the authority to bind Customer to the terms of this Agreement.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

   1.1. "Confidential Information" means non-public information in any form or medium (whether oral, written, electronic, or other) about a party and its Affiliates' business operations, including, but not limited to, their products, trade secrets, know-how, finances and taxes, methodologies, pricing, and any other materials or information to the extent it relates to or incorporates such non-public information and information with respect to which the disclosing party has contractual or other confidentiality obligations, whether or not marked, designated, or otherwise identified as "confidential". For avoidance of doubt, ZS' Confidential Information includes, without limitation, the ZS Solution and any materials related thereto, Usage Data, and the Agreement.

   1.2. "Customer" means the individual accepting this Agreement or, in the case of an individual entering into this Agreement on behalf of a legal entity, the legal entity or entities for which such individual has authority to accept this Agreement. Customer is a party to this Agreement.

   1.3. "Customer Feedback" means suggestions, comments, enhancement requests, recommendations, corrections, or other feedback about the ZS Solution.

   1.4. "Customer Provided Services" means a product or services, including but not limited to code, algorithms, applications, or platforms, provided by Customer or a third party on behalf of Customer, which interacts with the ZS Solution, to the extent possible.

   1.5. "Documentation" means ZS's user manuals, handbooks, and installation guides relating to the Software/end user documentation relating to the ZS Solution made available to Customer, including in the SOW, which describe the functionality, components, features, or requirements of the Software, including any aspect of the installation, configuration, integration, operation, or use of the

ZS Solution.

1.6. "Effective Date" means the date on which Customer first demonstrates acceptance of this Agreement by (1) executing an SOW that references this Agreement; or (2) using the ZS Solution.

1.7. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.8. "Maintenance Release" means any update, upgrade, release, or other adaptation or modification of the ZS Solution, including any updated Documentation, that ZS may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the ZS Solution, but does not include any New Version.

1.9. "New Version" means any new version of the ZS Solution that ZS may from time to time introduce and market generally as a distinct licensed product (as may be indicated by ZS's designation of a new version number), and which ZS may make available to Customer at an additional cost under a separate written agreement.

1.10. "Open Source Components" means any software component that is subject to any open source license agreement that is approved by the Open Source Initiative.

1.11. "Permitted Use" means use of the Software by a User for the benefit of Customer in the ordinary course of its internal business operations.

1.12. "SOW" means a statement of work, or such other documentation agreed to by the parties, that specifies the ZS Solution to be provided to Customer and refers to this Agreement.

1.13. "Solution Fees" means the fees owed by Customer for use of the ZS Solution during the Solution Term, as specified in the SOW.

1.14. "Solution Term" begins on the start date, or if applicable, installation date, specified in the SOW and will continue for the term specified therein.

1.15. "Territory" means any geographical limitation specified in an SOW. In the event the SOW does not provide such limitation, "Territory" shall mean worldwide.

1.16. "Usage Data" means data and information derived from Customer's and Users' use of the ZS Solution and related technologies.

1.17. "User" means an individual authorized by Customer to use the ZS Solution, who has been provided with a unique user identification and password, or otherwise identified in the SOW.

1.18. "ZS" means ZS Associates, Inc. and its Affiliates. ZS is a party to this Agreement.

1.19. "ZS Solution" means the proprietary software application, algorithm, and/or products and any Maintenance Releases hosted installed and hosted on Customer's systems(s), whether in executable, object code or source code form, by ZS or its agents and made available by ZS to Customer pursuant to an SOW, and related services and Documentation provided by ZS.

2. **Use of ZS Solution.**

2.1. ZS makes the ZS Solution available to Customer and its Users pursuant to the terms and conditions of this Agreement and the Documentation.

2.2. Subject to and conditioned on Customer's payment of Solution Fees and compliance with all other terms and conditions of this Agreement and the SOW, ZS grants to Customer a non-exclusive, non-sublicensable, and non-transferable limited right to access and use the ZS Solution and Documentation solely for the Permitted Use in the Territory during the Solution Term. All other rights to the ZS Solution and Documentation, and any improvements, derivative works or updates thereto, and all intellectual property contained therein, are expressly reserved to ZS.

2.3. Customer acknowledges and agrees that the ZS Solution and Documentation are licensed, not sold, to Customer by ZS and Customer does not have under or in connection with this Agreement any ownership interest in the ZS Solution or Documentation, or in any related Intellectual Property Rights;

2.4. ZS, and its Open Source licensors, as applicable, are the sole and exclusive owners of all right, title, and interest in and to the ZS Solution and Documentation, including all Intellectual Property Rights relating thereto, subject only to the rights of third parties in Open Source Components and the limited license granted to Licensee under this Agreement.

2.5. The ZS Solution may include Open Source Components. Any use of the Open Source Components by Customer is governed by, and subject to, the terms and conditions of the applicable Open Source License(s).

2.6. The ZS Solution may contain technological measures designed to prevent

unauthorized or illegal use of the ZS Solution. Customer acknowledges and agrees that: (a) ZS may use these and other lawful measures to verify Customer's compliance with the terms of this Agreement and enforce ZS's rights, including all Intellectual Property Rights, in and to the ZS Solution; (b) ZS may deny any individual access to and/or use of the Software if ZS, in its sole discretion, believes that person's use of the ZS Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) ZS and its representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Customer's computers, systems and software, that ZS may gather periodically to improve the performance of the ZS Solution or develop Maintenance Releases. This information will be treated in accordance with ZS's privacy policy, as amended from time to time, which can be viewed at: or a successor website address.

2.7. Except as expressly authorized by this Agreement, Customer will not (and will not allow any third party to): (i) permit any third party to access and use the ZS Solution; (ii) copy, reproduce, distribute, modify, correct, adapt, translate, enhance, prepare derivative works or improvements, rent, lease, lend, sell, sublicense, assign, or publish the ZS Solution; (iii) decompile, disassemble, reverse engineer, or otherwise attempt to derive or gain access to the source code of the ZS Solution, including any third party materials contained therein; (iv) use the ZS Solution to develop a competing product or service; (v) provide or use the ZS Solution for the benefit of any third party; (vi) engage in any conduct that would cause a virus or other computer code, file or program to interrupt, destroy or limit the functionality of the ZS Solution and/or related hardware or telecommunications equipment; (vii) remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the ZS Solution; (viii) bypass or breach any security device or protection used for or contained in the ZS Solution or Documentation; or (iv) use the ZS Solution in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law. Not more than once per calendar year, upon reasonable notice by ZS, Customer agrees to submit to a reasonable audit of its compliance with this Agreement.

2.8. If access and use of the ZS Solution includes access and use of any third-party software, data or information procured by ZS, Customer agrees to be bound by any additional licensing terms and conditions applicable to such third-party software, data or information, specified in the applicable SOW.

2.9. Users.

2.9.1. Customer shall ensure that access to the ZS Solution is limited to Users. Any breach of the terms of this Agreement by any User shall constitute a breach by Customer. If the number of Users exceeds the purchased number of seats,

ZS shall invoice, and Customer shall pay for any Users that surpass the purchased amount.

2.9.2. Customer shall keep User credentials (e.g. usernames and passwords) confidential and not disclose such credentials to any third party. Customer shall notify ZS immediately upon (i) discovery of the disclosure of any such credentials, and (ii) any termination of the engagement of any Users so that such credentials can be changed. Customer may re-assign seats to new Users that replace former Users who no longer use or need access to the ZS Solution, provided that Customer may not allow more than one User to use the credentials assigned to a seat.

2.9.3. Users may include Customer's employees, Affiliates, and/or, with ZS prior written permission, contractors, provided that ZS competitors may not be Users.

3. **Solution Fees.**

3.1. Solution Fees will be due and payable as set forth in the SOW. Customer shall pay all sales, use and excise taxes, and any other assessments in the nature of taxes however designated, on the fees for the ZS Solution or on any amount payable or any services furnished under this Agreement, exclusive of taxes based on ZS net income, unless Customer furnishes ZS with a certificate of exemption from payment of such taxes which is in a form reasonably acceptable to ZS.

3.2. If Customer's use of the ZS Solution exceeds any applicable usage limitations set forth in the SOW, ZS reserves the right to invoice Customer for such excess usage, with prior notice to Customer.

4. **Confidentiality.**

4.1. ZS shall not disclose Customer's Confidential Information to any third party, except to its employees, Affiliates and contractors involved in the performance of the ZS Solution; nor use Customer's Confidential Information for any purpose other than facilitating Customer's use of the ZS Solution.

4.2. Customer shall not disclose ZS' Confidential Information to any third party, except to the extent the third party is a User or specifically permitted hereunder or by the applicable SOW, nor shall Customer or any such Users use ZS' Confidential Information for any purpose other than for the benefit of Customer and as contemplated under this Agreement.

5. **Data and Information.**

5.1. ZS shall have the right to collect, use and analyze Usage Data, which will be collected and removed of any identifying information that could link such data and information to and individual, for its own purposes, including, but not limited to, improving the ZS Solution and other offerings.

5.2. Customer may provide Customer Feedback to ZS. ZS is not required to hold Customer Feedback in confidence and may use Customer Feedback for any purpose, including incorporating the Customer Feedback into ZS's products and services.

5.3. If code is created by or for Customer using the ZS Solution, Customer grants ZS a worldwide, limited license to host, copy, use, transmit, and display the code to provide and ensure proper operation of the ZS Solution in accordance with this Agreement.

6. **Customer Provided Services.**

6.1. Customer grants ZS a worldwide, limited license to host, copy, use, transmit, and display any Customer Provided Services and Customer data as needed. Customer is responsible for any fees related to use of the Customer Provided Services.

6.2. Customer is responsible for the performance and interoperation of any Customer Provided Services with any ZS Solution. Customer represents and warrants that the use of any Customer Provided Services with the ZS Solution shall not infringe the intellectual property rights or privacy rights of a third party or violate applicable law. Customer shall immediately facilitate the removal of any Customer Provided Services that are the subject of any claims of infringement or violation of privacy rights or applicable law. ZS reserves the right to discontinue Customer's access to the ZS Solution used with any Customer Provided Services for which ZS receives notice of any such claims.

6.3. ZS does not warrant or support Customer Provided Services, and Customer hereby waives any claim against ZS with respect to the Customer Provided Services. If Customer Provided Services interfere with the operation of the ZS Solution, ZS shall not be responsible for the availability or functionality of the affected ZS Solution. ZS is not responsible for the Customer Provided Services' handling of Customer data.

7. **Third Party Service Providers.**

7.1. The license to the ZS Solution granted to Customer under this Agreement shall include the right of Customer to allow third party service providers of Customer to install the ZS Solution on their systems solely in connection with the information technology support services they render to Customer in connection with Customer's internal use of the ZS Solution; provided that Customer's third party service providers shall in advance sign appropriate nondisclosure and non-use provisions making ZS an express third party beneficiary of such provisions; and further provided that nothing herein shall give Customer or its third party service providers authorization to maintain the ZS Solution on systems in jurisdictions where additional third party consents would be needed or applicable laws or regulations would prohibit such software to be exported. Customer shall

be responsible for any breach of this Agreement by such third party service provider(s).

8. **Installation.**

8.1. Unless otherwise specified in the SOW, Customer may install, use, and run one copy of the ZS Solution on Customer's network for use by up to one (1) User at a time. Customer may make one copy of the ZS Solution solely for disaster recovery or archival purposes. Any copy of the ZS Solution made by Customer: (a) will remain the exclusive property of ZS; (b) be subject to the terms and conditions of this Agreement; and (c) must include all copyright or other Intellectual Property Rights notices contained in the original.

9. **Warranties.**

9.1. ZS warrants to Customer that the ZS Solution shall operate in substantial conformity with its Documentation under normal use and circumstances. ZS' sole and exclusive liability for a breach of the foregoing warranty shall be to use commercially reasonable efforts to resolve the nonconformity in a timely manner, to replace the ZS Solution if necessary, or provide a credit for the pre-paid portion of the Solution Fee for the affected ZS Solution, as determined in ZS' sole discretion.

9.2. EXCEPT AS PROVIDED IN SECTION 9 (WARRANTIES), THE ZS SOLUTION AND ANY THIRD PARTY MATERIALS ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. ZS AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE AND NON-INFRINGEMENT. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF ZS SOLUTION IS AT CUSTOMER'S SOLE RISK. CUSTOMER ASSUMES ALL RESPONSIBILITY WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OF THE ZS SOLUTION. THE ZS SOLUTION MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, OVER THE INTERNET.

10. **Indemnification.**

10.1. ZS agrees that it will defend any suit or proceeding brought against Customer by a third party, and will indemnify Customer for all damages and costs finally awarded in such suit or proceeding insofar as such suit or proceeding is based on a claim that the use of the ZS Solution in accordance with the specifications infringe any United States patent or copyright, provided ZS is notified promptly in writing of any such claim and at its expense is given full and complete authority (including settlement authority), information and assistance by Customer for such defense.

10.1.1. In the event that the ZS Solution is held in such suit or proceeding to infringe a United States patent or copyright and its use is enjoined, or if in the opinion of ZS the ZS Solution is likely to become the subject of a claim of infringement of a United States patent or copyright, ZS, at its own election and expense, shall: (i) procure for Customer the right to continue using the ZS Solution; (ii) modify the ZS Solution to become non-infringing while giving substantially equivalent performance; (iii) replace the ZS Solution with non-infringing ZS Solution which give substantially equivalent performance; or if (i), (ii) and (iii) are not reasonably feasible, then terminate Customer's access to the ZS Solution; and refund to Customer any prepaid Solution Fees for the then current SOW Term.

10.1.2. ZS shall not indemnify Customer under any provision of this Section to the extent any infringement or claim thereof is based upon (1) a modification of the ZS Solution by any party other than ZS or a third party acting on ZS's behalf; (2) the combination, operation or use of the ZS Solution with any Customer Provided Services, hardware, firmware, system, or network; or (3) use of the ZS Solution that is outside the purpose, scope, or manner of use authorized by this agreement, in any manner contrary to ZS's instructions, or for any purpose other than for which it was provided.

10.2. Customer agrees that it will defend any suit or proceeding brought against ZS by a third party, and will indemnify ZS for all damages and costs finally awarded in such suit or proceeding insofar as such suit or proceeding is based on a claim that the Customer Data or any Customer Provided Services infringe any United States patent or copyright, provided Customer is notified promptly in writing of any such claim and at its expense is given full and complete authority (including settlement authority), information and assistance by ZS for such defense.

11. **Term and Termination.**

11.1. This Agreement begins on the Effective Date and will remain valid during the Solution Term set forth in the SOW.

11.2. Within one (1) month after the date of termination of any license granted under this Agreement, Customer will destroy all copies of the ZS Solution and certify to ZS that through Customer's best efforts, and to the best of Customer's knowledge, the original and all copies of the ZS Solution (excluding documentation and materials) received from ZS or made in connection with such license have been returned or destroyed. Customer may retain one (1) copy of such ZS Solution for archive purposes only.

11.3. The following provisions shall survive any termination or expiration of this Agreement: Sections 2, 3, 4, 5, 10, 11, 12, 13, and 14.

12. **Export Control.** Customer agrees that it will not in any form export, re-export, resell, ship, or divert or permit to be exported, re-exported, resold, shipped or

diverted, directly or indirectly, the ZS Solution in violation of the laws, regulations, rules or orders or any jurisdiction, including applicable import and export laws. Customer shall indemnify, defend, and hold harmless ZS from any claim, demand, action, proceeding, judgment, or liability arising out of Customer's or its Users' breach of this Section 13.

13. **General.** Except for Customer's obligation to pay ZS, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. No waiver by a party of any breach of any provision of this Agreement shall constitute a waiver of any other breach of that or any other provision of this Agreement. If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intent of the Parties underlying the invalid, illegal or unenforceable provision. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen, or, if based on nonpayment, more than two (2) years from the date of the last payment.

14. **Order of Precedence.** Conflicts between these terms and conditions and an SOW will be resolved in favor of the applicable SOW, provided, however, notwithstanding anything to the contrary, the following provisions shall prevail for the purposes of the ZS Solution described herein: 1 (Definitions), 4 (Confidentiality), 5 (Data and Information), 9 (Warranties), 10 (Indemnification), 11 (Term and Termination), and 13 (General).