

# ZIMPERIUM AWS MARKETPLACE TERMS AND CONDITIONS

THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF A CORPORATION OR OTHER LEGAL ENTITY (“**LICENSEE**” OR “**YOU**”), REPRESENTS AND WARRANTS THAT HE OR SHE HAS FULL AUTHORITY TO BIND THE LICENSEE TO THIS AGREEMENT. BY ASSENTING TO THESE TERMS (EITHER BY CLICKING, CHECKING A BOX OR PLACING AN ORDER) LICENSEE ACCEPTS THESE TERMS AND CONDITIONS, WHICH WILL BE DEEMED A BINDING CONTRACT BETWEEN LICENSEE AND ZIMPERIUM, INC., A DELAWARE CORPORATION, ON BEHALF OF ITSELF AND ANY AFFILIATES PERFORMING HEREUNDER (COLLECTIVELY, “**ZIMPERIUM**”). IF LICENSEE DOES NOT AGREE TO OR CANNOT COMPLY WITH ALL THE TERMS AND CONDITIONS OR IF THE INDIVIDUAL DOES NOT HAVE AUTHORITY TO BIND THE LICENSEE, THEN DO NOT ASSENT AND LICENSEE WILL NOT BE AUTHORIZED TO ACCESS OR USE THE PRODUCTS OR SERVICES. THESE TERMS AND CONDITIONS ARE BINDING AS OF THE EARLIEST OF THE DATE THAT LICENSEE ACCEPTS THE TERMS AND CONDITIONS HEREIN, THE DATE SET FORTH ON AN ORDER OR THE DATE ON WHICH CUSTOMER DOWNLOADS, INSTALLS, ACTIVATES OR USES A LICENSED APPLICATION OR RECEIVES SERVICES.

## 1. **INTRODUCTION**

This document, together with any Order Forms (collectively, the “**Agreement**”) is a legal agreement by and between Zimperium, Inc. (“Zimperium,” or “Zimperium”) and the customer identified in an Online Order processed in AWS Marketplace (“**Licensee**”). Zimperium and Licensee may each be referred to in this Agreement as a “Party” or together as the “Parties”.

This Agreement shall apply to Licensee’s purchase of Zimperium’s offerings made available for purchase through the AWS Marketplace.

## 2. **DEFINITIONS**

**2.1 “Affiliate”** means, with respect to any Person, any other Person that now or hereafter Controls, is Controlled by, or is under common Control with such Person. Any such Person will be an Affiliate only for so long as such Control relationship exists.

**2.2 “Change of Control”** means, with respect to any entity, the occurrence of any of the following events: (a) any consolidation or merger of such entity with or into any other entity in which the holders of such entity’s outstanding shares immediately before such consolidation or merger do not, immediately after such consolidation or merger, retain stock representing a majority of the voting power of the surviving entity or stock representing a majority of the voting power of an entity that wholly owns, directly or indirectly, the surviving entity; (b) the sale, transfer or assignment of securities of such entity representing a majority of the voting power of all of such entity’s outstanding voting securities to an acquiring entity or group; or (c) the sale of all or substantially all of such entity’s assets.

**2.3 “Licensee Usage Data”** means any data provided or made available to Zimperium through the use of the Subscription Software by Company and its end users, including elements such as MAC addresses, IP configurations, stored sessions, open ports, captured credentials, network metadata, device operating system, status, version, feature usage, and configuration.

**2.4 “Confidential Information”** means any information disclosed by Zimperium to Licensee (or otherwise obtained by Licensee) regarding the Products or Services, proposed new products or services, or other information related to Zimperium’s technology or business that Licensee knows, or should know in light of the circumstances under which such information is disclosed or obtained, is Zimperium’s confidential or proprietary information. Notwithstanding the previous sentence, information will not be deemed Confidential Information to the extent that Licensee can demonstrate that such information: (a) was generally publicly known at the time it was disclosed or subsequently becomes generally known through no fault of Licensee; (b) was known to Licensee at the time of disclosure without obligations of confidentiality; (c) becomes known to Licensee from a source other than Zimperium without obligations of confidentiality; or (d) is independently developed by Licensee without any use of the Confidential Information.

**2.5 “Consumers”** means individual end users of software applications.

**2.6 “Control”** means (a) the direct or indirect ownership of more than fifty percent (50%) of the shares or similar equity interests or voting power of the outstanding voting securities of the applicable Person that represent the power to direct the management and policies of such Person, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the applicable Person whether through the ownership of voting securities, though other voting rights, by contract or otherwise.

**2.7 “Deliverables”** means any copyrightable works, products, discoveries, developments, designs, work-product, deliverables, improvements, inventions, processes, techniques and know-how made, conceived, reduced to practice or learned by Zimperium that result from Professional Services including in any Order Form and/or SOW, and provided to Licensee hereunder.

**2.8 “Documentation”** means the standard user documentation for the Products made available by Zimperium to Licensee, including user manuals, reference manuals, training manuals, installation manuals and related materials and any derivatives of the foregoing.

**2.9 “Effective Date”** means the earliest of the date that Licensee accepts the terms and conditions herein, the date set forth on an Order Form or the date on which Licensee downloads, installs, activates or uses a Product or receives services.

**2.10 “Intellectual Property Rights”** means any and all intellectual property and proprietary rights, including (a) rights associated with works of authorship, including copyrights and moral rights; (b) rights associated with trademarks, service marks, trade names and similar rights, (c) trade secret rights; (d) patents and other rights associated with inventions; (e) rights in domain names; (f) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise; and (g) all registrations and applications with respect to any of the foregoing.

**2.11 “Licensed Application”** means one or more specific software applications, as identified on an Order Form, in connection with which Licensee is permitted to use the Products.

**2.12 “Licensed Cipher”** means one or more specific cryptographic algorithms (e.g., RSA, ECC, or AES) in connection with which Licensee is permitted to use the Products as identified on the Cover Sheet or in an Order Form.

**2.13 “Licensed Platform”** means one or more specific operating systems or platforms (e.g., Android or iOS) in connection with which Licensee is permitted to use the Products as identified on the Cover Sheet or in an Order Note.

**2.14 “MTD Application”** means Zimperium’s Mobile Threat Defense mobile application, installations or downloads for which may be subscribed to under this Agreement.

**2.15 “Order Form”** means any purchase or other ordering document (including any SOW), or web form accepted by Zimperium or a reseller that identifies the following ordered by Licensee: Offering, Offering quantity based on Zimperium’s applicable license metrics (e.g., number of devices, number of installations, size of Zimperium, number of scans, Licensed Ciphers, Licensed Platforms, number of Licensed Applications), price and Subscription/Order Term. Order Forms may be in the form of a purchase made through the AWS Marketplace or as a separate Order Form agreed by the Parties.

**2.16 “Person”** means any natural person, corporation, partnership, firm, association, government, governmental agency or other legal entity.

**2.17 “Products”** means any of Zimperium’s cloud, on-premise, or device-based software as a service (SaaS) products or MTD Application installations ordered by Licensee as set forth in the relevant Order Form, the available accompanying API’s, the Zimperium’s Data, any Documentation and any Updates thereto that may be made available to Licensee from time to time by Zimperium.

**2.18 “Protected Licensed Application”** means a Licensed Application containing code, content, cryptographic keys, or communication protocols protected by any Zimperium Product.

**2.19 “Professional Services”** shall have the meaning specified in Section 3.6.

**2.20 “Statement of Work” or “SOW”** means a mutually-agreed and executed written document describing the Services to be performed by Zimperium for Licensee, Deliverables, fees, and expenses related thereto.

**2.21 “Term”** has the meaning set forth in Section 8.1.

**2.22 “Third Party Software”** means software or other technology, or materials owned or controlled by a Person other than Zimperium or its Affiliates.

**2.23 “Threat Data”** means data collected by the Products that is related specifically to the nature, manner and method of a security attack, together with any other information related to the attacker in a security incident; provided, however, in no event is Threat Data deemed to include any personally identifiable information of Company or its end users.

**2.24 “Updates”** means any correction, update, upgrade, patch, or other modification or addition made by Zimperium to any Product and provided to Licensee by Zimperium from time to time on an as available basis.

**2.25 “Zimperium Technology”** means: (i) Zimperium technology, methodologies, architectures, tools, algorithms, software (in source and object code forms), documentation and Intellectual Property Rights, existing as of the Effective Date or otherwise arising outside of this Agreement; (ii) all derivatives, improvements, enhancements or extensions of any of the foregoing, whether or not conceived, reduced to practice or developed during the term of this Agreement; and (iii) all Intellectual Property Rights relating to any of the foregoing.

### **3. LICENSE**

**3.1 License Grant.** Subject to the terms and conditions of this Agreement, Zimperium hereby grants to Licensee a limited, nontransferable, non-sublicensable, and nonexclusive license, only during the Term of this

Agreement, to (a) use the Products solely to develop Licensed Applications for the applicable Licensed Platform(s) using the Licensed Cipher(s) in accordance with the technical specifications and other requirements set forth in the Documentation; (b) distribute the distributable portions of the Products (e.g., libraries associated with application, code and/or key protection products) to Consumers solely as incorporated into such Licensed Applications (and not on a standalone basis) in accordance with the technical specifications and other requirements set forth in the Documentation; and (c) use the Documentation in connection with the activities described in the foregoing (a) and (b).

**3.2 License Restrictions.** The licenses, usage and other rights granted to Licensee in this Agreement are subject to and conditioned upon the terms of this Agreement and Licensee's compliance therewith, including the limitations and restrictions set forth in this Section 2.2. Licensee will not: (a) distribute, disclose or otherwise provide or make available any Products or Documentation to any third Person except as expressly permitted by this Agreement; (b) use any Products or Documentation in connection with any application, cipher, or platform other than Licensed Applications, Licensed Ciphers, and Licensed Platforms; (c) modify, adapt, or create derivative works of any Products or Documentation except as expressly permitted by this Agreement; (d) decompile, disassemble or reverse-engineer any Products, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in any Products, except to the extent expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary; (e) remove or alter any copyright, patent, confidentiality or other proprietary notices appearing on or in copies of any Products or Documentation; (f) assign, sublicense, or otherwise transfer (or purport to assign, sublicense, or otherwise transfer) any Products or Documentation to any third Person; (g) contest (except to the extent that such prohibition is prohibited under applicable law) the validity of, or take any action that is inconsistent with, or could directly or indirectly impair, infringe, derogate from or encumber, Zimperium's rights in the Products or Documentation; (h) oppose, challenge or otherwise interfere with Zimperium's or its Affiliates' use, distribution or other exploitation of any Products or Documentation; (i) use, reproduce, distribute or otherwise exploit any Products or Documentation other than as expressly authorized by this Agreement; or (j) authorize, enable or encourage any third party to do any of the foregoing.

**3.3 Provision of MTD Application; Grant of Use Rights.** Subject to the terms and conditions of this Agreement and the applicable Order Form, Zimperium will make the MTD Application described in the relevant Order Form available to Company during the applicable Subscription Term. Unless otherwise specified in the applicable Order Form, (i) The MTD Application is purchased as Device subscriptions and may be accessed by no more than the number of Devices specified in the Order Form, (ii) if mutually agreed by the Parties in a written amendment to the applicable Order Form, additional Device subscriptions may be added during the applicable Subscription Term at the then-current subscription pricing for the existing subscriptions under the Order Form, prorated for the remainder of the Subscription Term then in effect, and (iii) the additional Device subscriptions will terminate at the end of the applicable Subscription Term. The number of Devices that have accessed the Subscription Software will be determined by Zimperium's measurement of the total number of unique MAC addresses that have accessed a particular Subscription Software application within each calendar quarter. Subject to the terms and conditions of this Agreement and the applicable Order Form, Zimperium hereby grants to Company (and only for the specific project, business unit, subsidiary and/or entity as may be specified in the Order Form) a non-exclusive, non-transferable right during the Subscription Term to access and use the MTD Application specified in the Order Form and the Documentation for the number of Devices specified in such Order Form.

**3.4 Updates.** Updates to the Products will be provided to Company when such updates are generally made available by Zimperium to its customers. Such updates are included in the subscription fees specified in the applicable Order Form.

**3.5 Third-Party and Open-Source Software.** Licensee acknowledges that certain software or other materials included in the Products may contain or have dependencies on open source and/or Third-Party Software as identified in the Documentation or as otherwise identified by Zimperium. If any Third-Party Software license requires that Zimperium provide Licensee any rights, or impose any restrictions or other terms, with respect to such Third-Party Software that are inconsistent with or in addition to the licenses or other terms in this Agreement, then the applicable Third-Party Software license will take precedence over such licenses or other terms, but only with respect to the applicable Third Party Software. Licensee will comply with the terms of any such Third-Party Software licenses.

**3.6 Ownership; No Implied Licenses.** Zimperium is the sole and exclusive owner of, and reserves all rights, title, and interest in and to, the Products and Documentation, including all enhancements, modifications, and derivative works of the Products and Documentation (by whomever created or developed) and all Intellectual Property Rights associated with any of the foregoing (all of the foregoing, "Zimperium Property"), subject only to the limited licenses expressly granted in Section 3.1. Licensee will not obtain under this Agreement, and nothing in this Agreement is intended to or will be deemed to grant to Licensee, (a) any title or ownership interest in or to any Zimperium Property; or (b) any license or other right, whether by implication, estoppel or otherwise, except for the limited licenses expressly granted to Licensee in Section 3.1. Zimperium has a perpetual, irrevocable, royalty-free, worldwide, non-exclusive, transferable, sub-licensable right to make, use, sell, offer for sale, import, or otherwise incorporate into the Products and/or the Zimperium Technology any suggestions, enhancements, recommendations or other feedback provided by Licensee and its Users relating to the Products and/or the Zimperium Technology.

**3.7** Licensee will promptly notify Zimperium if Licensee becomes aware of any violation, infringement or misappropriation of any Zimperium Property.

**3.8 Third Party Security Evaluations.** Subject to Licensee's compliance with the terms and conditions set forth herein, Licensee may, on a strictly confidential basis and at Licensee's sole cost, provide a Protected Licensed Application to a third-party evaluator ("Evaluation Partner") in order for the Evaluation Partner to assist Licensee with its evaluation of the security of the Protected Licensed Application. In consideration for Zimperium's permission to share the Protected Licensed Application with the Evaluation Partner, Licensee agrees to the following additional terms and conditions (i) – (viii):

- (i) Any security evaluation shall be conducted by an Evaluation Partner that is not a competitor of Zimperium, which Zimperium may confirm upon request by Licensee. The Evaluation Partner shall enter into a written agreement with Licensee that requires the Evaluation Partner to maintain in strictest confidence every action that it takes to perform its assessment(s) and all of its findings and other observations of any nature concerning the operation or security of the Protected Licensed Application;
- (ii) Licensee shall limit the content of the Evaluation Partner's reports and disclosures to an assignment of a security level designation to the Protected Licensed Application, and, if a security shortcoming is identified, a high-level, non-exploitable description of the shortcoming (i.e., a description that would not enable a sophisticated recipient to exploit the security shortcoming). Thus, for example, the Evaluation Partner may inform Licensee that a Protected Licensed Application has a security shortcoming that enables someone to access a plaintext AES key, but may not disclose to Licensee the shortcomings in the evaluated Protected Licensed Application that permit that to occur or the steps that may or should be taken to eliminate the root cause(s) of any such shortcoming in the Protected Licensed Application;
- (iii) Evaluation Partner may not assist Licensee with the development of technology that provides the same or similar functionality as that provided by the Products;
- (iv) The results of the Evaluation Partner's evaluation are Confidential Information of Zimperium. Licensee shall maintain the results of any such evaluation in confidence. Licensee shall use the results of the Evaluation Partner's evaluation solely for the purpose of internal evaluation, and shall not share the results of the Evaluation Partner's evaluation with any third party;
- (v) Licensee agrees not to disparage Zimperium, the Products, or the Protected Licensed Application;
- (vi) Licensee agrees to reasonably share the Evaluation Partner's results with Zimperium, and if requested by Zimperium, to reasonably facilitate a meeting or conference call with the Evaluation Partner to discuss the results;
- (vii) Licensee agrees to provide Zimperium with a reasonable opportunity to discuss the Evaluation Partner's results with Licensee; and
- (viii) Licensee shall be liable for any acts of the Evaluation Partner which, if performed or not performed by Licensee, would be a breach of this Agreement.

**3.9 Licensee Usage Data; Threat Data**

- (i) Licensee is able to control Licensee Usage Data either via its physical settings or by employing appropriate configurations settings or both. Licensee is solely responsible for securing privacy-related rights and permissions from its individual end users of the Subscription Software as may be required by local law and/or by Licensee's internal policies.
- (ii) In order for the Subscription Software to identify patterns associated with security attacks and suspected security attacks, and to perform other functions for which it was designed, the Subscription Software will gather and transmit to Zimperium's servers certain technical information and metadata associated with use of the Subscription Software by Licensee and its end users. The elements of Licensee Usage Data that are actually transmitted to Zimperium will be determined by the privacy settings selected by Licensee.
- (iii) Notwithstanding anything to the contrary contained in the Agreement, Zimperium has the right, during and after the Subscription Term, to use, reproduce, and distribute aggregate and de-identified data derived from use of the Purchased Services hereunder for any lawful purpose, including, but not limited to, publication of white papers, industry comparisons, product development and improvement, and benchmarking, provided that Zimperium complies with all applicable laws in using such data.
- (iv) Additionally, Licensee hereby grants Zimperium a continuing right during and after the applicable Subscription Term to use, reproduce, and distribute any Threat Data generated as part of this Agreement for any lawful purpose, provided that Zimperium complies with all applicable laws in using such data.

**3.10 Restrictions.** Licensee shall not release to any third party the results of any evaluation of the Subscription Software performed by or on behalf of Licensee for the purposes of monitoring its availability, performance

or functionality, or for any other benchmarking or competitive purposes without the prior written approval of Zimperium. Licensee shall not (and shall not permit others to): (i) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share the Products, or make them available for access by third parties, including, without limitation, in the manner of a service bureau or hosted application; (ii) create derivative works based on or otherwise modify the Subscription Software; (iii) disassemble, reverse engineer or decompile the Products or the Zimperium Technology; (iv) access Products or information related to the Products in order to develop a competing product or service; (v) use the Products to provide a service for others; (vi) remove or modify a copyright or other proprietary rights notice on or in the Products; (vii) use the Products to reproduce, distribute, display, transmit or use material protected by copyright or other Intellectual Property Right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (viii) violate any law or regulation of the United States, any state thereof or other governmental authority; (ix) disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the Products; (x) disrupt the integrity of the Products; or (xi) alter, disable, or erase any computer data, computer programs or computer software without authorization.

#### **4. DELIVERY; SERVICES**

**4.1 Delivery of Products.** Zimperium will deliver (or otherwise make available via download) copies of the applicable Products and Documentation to Licensee in accordance with Zimperium's standard processes and procedures promptly following the Effective Date.

**4.2 Maintenance and Support.** Zimperium will provide maintenance service and support services to Licensee as set forth in Schedule B. If Licensee has purchased upgraded support, such upgraded support terms will be set forth in a separate Order Form.

**4.3 "Professional Services"** means the maintenance and support services described in Schedule B as well as implementation, training, consulting, etc. provided under any SOW or Order Form ("Professional Services"). In addition to the provisions in any mutually agreed upon Statement of Work, the following provisions will apply: (i) Zimperium retains all ownership rights to any and all Deliverables, excluding, any Confidential Information supplied by Licensee for incorporation into such Deliverable, (ii) Zimperium grants Licensee a royalty-free, non-exclusive, non-transferable, non-assignable license to use any Deliverable during the applicable Subscription Term, to the extent necessary to permit Licensee to use the Deliverable in connection with the Subscription Software during such term, and (iii) Licensee acknowledges that nothing in this Agreement restricts or limits Zimperium from performing similar services for any third party.

**4.4 Performance of Professional Services; Subcontractors.** Zimperium will perform the Professional Services under the general direction of Licensee, but Zimperium will determine, in consultation with Licensee, the manner and means by which the Professional Services are accomplished. Zimperium may engage the services of subcontractors (including, but not limited to, Affiliates of Zimperium) to perform any of the Professional Services under a Statement of Work. In each such instance, Zimperium will ensure that its subcontractors are bound to confidentiality obligations at least as restrictive as Zimperium's confidentiality obligations under this Agreement, and Zimperium will be responsible for any breaches of this Agreement by its subcontractors.

#### **5. ORDERS, PRICING AND PAYMENT TERMS**

**5.1 Orders.** Licensee may order additional Products and Services by submitting additional Order Forms as purchases through the AWS Marketplace. Additional orders may also be made by submitting an Order Note to Zimperium, which Order Note must be in the form attached hereto as Schedule A. Licensee must submit such Order Notes by email to both the Zimperium's General Manager and Chief Legal Officer (legal@zimperium.com). Order Notes are subject to acceptance by Zimperium and will be binding upon the Parties only after Zimperium countersigns and returns to Licensee a fully-executed copy of the Order Note. If there is any discrepancy between this Agreement and an executed and accepted Order Note, the provisions of this Agreement will prevail except to the extent that the Order Note expressly states that it is intended to modify this Agreement. In the alternative, Zimperium may also issue an Order Form to Licensee which may take the place of the Order Note.

**5.2 License Fees.** The license fees that Licensee will pay to Zimperium for the Products and Services are set forth in an Order Form.

**5.3 Payment.** Zimperium may issue its applicable invoices following execution of this Agreement and each Order Note or Order Form. Licensee will pay each such invoice within thirty (30) days of receipt. All payments hereunder are nonrefundable and Licensee will pay all fees in United States Dollars without any withholding, offset or deduction except as expressly permitted under Section 5.4. Licensee will pay the fees by check, wire transfer, or via AWS Marketplace payment mechanisms according to the instructions in Zimperium's invoice. Licensee will pay interest at the rate of two percent (2%) above the U.S. prime rate on an annualized basis, or if lower, the maximum rate allowed by applicable law, on any late payments. Without limitation of any other rights or remedies, Zimperium may suspend or terminate the Services and Licensee's right to use the Products and Documentation if any invoice is not paid within sixty (60) days of the invoice date.

**5.4 Transaction Taxes.** Licensee agrees to pay all applicable transaction taxes, including sales and use taxes, value added taxes, duties, customs, tariffs, and other government-imposed transactional charges however

designated (and any related interest or penalty) on amounts payable by Licensee under this Agreement (“Transaction Taxes”). Zimperium will separately state on invoices the Transaction Taxes it is required to collect from Licensee under applicable law. Licensee will provide proof of any exemption from Transaction Taxes to Zimperium at least fifteen (15) Business Days before the due date for paying an invoice. Where Zimperium does not collect the required Transaction Taxes from Licensee but is subsequently required to remit the Transaction Taxes to any taxing authority, Licensee shall promptly reimburse Zimperium for the Transaction Taxes, including any accrued penalty or interest charges.

**5.5 Withholding and other Taxes.** All amounts payable under this Agreement are (i) exclusive of any use, excise, value added, goods and services, and gross receipts taxes, and any and all similar taxes or legally imposed fees, duties or contributions based upon such amounts, except for franchise taxes, if any, or taxes based upon the net income of Zimperium; and (ii) reflect the net cash payable to Zimperium, net of any and all such taxes, levies, fees and withholdings of every kind or nature. All such taxes, levies, fees and withholdings and the obligation to pay such amounts to the appropriate taxing authorities in a timely manner are the sole responsibility of Licensee and Licensee shall make such payments and will indemnify and hold Zimperium harmless from all taxes, duties and levies directly imposed by all foreign, federal, state, local or other taxing authorities (including export, local, use, excise, and value-added taxes) based on the transactions or payments under this Agreement. If Licensee is required by applicable law to deduct or withhold taxes or other fees from amounts payable to Zimperium under this Agreement, Licensee will remit and provide Zimperium with evidence (i.e., a valid certificate) that it has remitted the taxes or fees to the appropriate authority and will cooperate with Zimperium to reduce its applicable taxes. To the extent that a valid certificate is not provided, or to the extent that Licensee is unable to recover withholding taxes, the amount paid to Zimperium shall be increased by an amount necessary to compensate for the withholding taxes (including, without limitation, any amount necessary to “gross up” for withholding taxes levied on the increase itself).

**5.6 Audit.** Licensee will maintain accurate and complete books and records related to Licensee’s activities under and performance of this Agreement and will retain this information during the Term and for three (3) years after the end of the Term. Zimperium will have the right, upon reasonable prior notice, periodically to inspect and audit the records of Licensee, as well as Licensee’s use of the Products and Documentation for purposes of determining compliance with the terms and conditions of this Agreement. Licensee will cooperate with Zimperium with respect to any such audit and will provide to Zimperium such access to the relevant records, data, information, personnel and/or facilities of Licensee as Zimperium may reasonably request for such purposes. If Zimperium’s inspection and audit reveals that Licensee has underpaid Zimperium, Licensee will promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with Section 4.2. In addition, if the amount of such underpayment equals or exceeds five percent (5%) of the total amounts due and payable by Licensee during the applicable audited period, Licensee will reimburse Zimperium for the cost of such inspection and audit, including reasonable accountants’ and attorneys’ fees.

## **6. WARRANTIES AND DISCLAIMERS**

**6.1 Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that the execution, delivery and performance of this Agreement: (a) is within its corporate powers; (b) has been duly authorized by all necessary corporate action on such Party’s part; and (c) does not and will not contravene or constitute a default under, and is not and will not be inconsistent with, any judgment decree or order, or any contract, agreement, or other undertaking, applicable to such Party.

**6.2 Product Warranty.** Zimperium warrants that the Products will perform in material compliance with the applicable Documentation for so long as Licensee is entitled to obtain support and maintenance services (as set forth in Schedule B) under this Agreement. Zimperium’s only obligation with respect to such warranty, and the sole and exclusive remedy of Licensee for any breach of this warranty, will be to have Zimperium correct or replace the relevant Products in accordance with the maintenance and support service terms set forth in Schedule B. Zimperium will have no obligations under this warranty if the applicable defect or nonconformance results (in whole or in part) from unauthorized or improper use of the Products, modification of the Products by any party other than Zimperium, or combination of the Products with any software, hardware or other materials not provided by Zimperium. If Zimperium is unable to correct or work around a non-conformity as warranted within a reasonable period of time (not less than 60 days), then Licensee may terminate the affected Subscription Software and Zimperium will refund any prepaid subscription fees for such Subscription Software for the period covering the remainder of the Subscription Term after the effective date of termination. This Section sets forth Company’s exclusive rights and remedies (and the sole liability of Zimperium) in connection with any defect or other failure of the Subscription Software to perform in accordance with the Documentation.

**6.3 DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW: (A) EXCEPT AS EXPRESSLY SET FORTH HEREIN, ZIMPERIUM DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS, THE DOCUMENTATION, THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; AND (B) WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, ZIMPERIUM DOES NOT REPRESENT OR WARRANT THAT ANY USE

OF OR ACCESS TO THE PRODUCTS OR THE SERVICES WILL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE PRODUCTS OR THE SERVICES WILL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH.

## **7. INDEMNIFICATION**

**7.1 Indemnification by Zimperium.** Except to the extent Licensee is responsible for indemnifying Zimperium under Section 7.2 below and subject to the limitations set forth in Section 8.3 below, Zimperium shall defend, indemnify and hold harmless Licensee and its Affiliates against any third party claims, suits or actions (a “Claim”) that the Products provided by Zimperium infringe any patent, copyright, trademark, trade secret, or other Intellectual Property Right of a third party, provided that Licensee: (i) promptly informs and furnishes Zimperium with a copy of such Claim; (ii) gives Zimperium all relevant evidence in Licensee’s possession, custody or control; and (iii) gives Zimperium reasonable assistance in such Claim, and the sole control of the defense thereof and all negotiations for its compromise or settlement, provided that Zimperium shall not compromise or settle any such Claim unless Company is unconditionally released from all liability. In the event of a Claim against a Licensee, or if Zimperium reasonably believes the Products may infringe or misappropriate the Intellectual Property Rights of a third party, Zimperium may in its discretion and at no cost to Licensee (a) modify the Products (without materially impairing their functionality) so that they no longer infringe or misappropriate, (b) obtain a license for Licensee’s continued use of the Products in accordance with this Agreement, or (c) terminate the subscriptions for such Products and refund any prepaid fees covering the remainder of the term of such subscriptions after the effective date of termination.

**7.2 Indemnification by Licensee.** Except for claims with respect to which Zimperium is obligated to indemnify Licensee under Section 7.1, Licensee will indemnify, defend and hold harmless Zimperium and its Affiliates from and against (a) any and all claims, suits and proceedings, and all associated losses, liabilities, costs (including reasonable attorneys’ fees) and damages, arising from (i) Licensee’s use of any Products or Documentation or other activities under this Agreement, including any breach of this Agreement by Licensee; or (ii) any claim that any Licensed Application or other product, service, technology or other material sold, licensed, distributed, or otherwise provided by or for Licensee infringes, misappropriates or otherwise violates any third party Intellectual Property Rights.

**7.3 Indemnification Procedures.** To obtain indemnification under Section 6.1 or 6.2 (as applicable), the indemnified Party (the “Indemnified Party”) must (i) promptly notify the indemnifying Party (the “Indemnifying Party”) in writing of the claim; and (ii) cooperate with the Indemnifying Party with respect to, and allow the Indemnifying Party to control, the defense and settlement of the claim. The Indemnifying Party will not settle any such indemnified claim unless such settlement completely and forever releases the Indemnified Party from all liability with respect to such claim or unless the Indemnified Party provides its prior written consent to such settlement. In addition, the Indemnified Party will have the right, at its option, to participate in the defense of the claim at its own expense using counsel of its choice.

## **8. TERM; TERMINATION**

**8.1 Term.** The Term shall commence on the Effective Date and shall remain in effect for the duration specified on the Order Form and any renewal or continuation Order Forms.

**8.2 Termination.** Either Party may terminate this Agreement upon written notice to the other Party if (a) the other Party materially breaches any term or condition of this Agreement and fails to correct such breach within thirty (30) days following written notice specifying such breach; (b) the other Party ceases to operate its business, or applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets, or such a receiver, trustee or liquidator is appointed for the other Party, or the other Party has filed against it an involuntary petition for bankruptcy that has not been dismissed within sixty (60) days thereof, or the other Party files a voluntary petition for bankruptcy or a petition or answer seeking reorganization, becomes or is insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or (c) either Party is or has been prevented from fulfilling its obligations under the Agreement for a period in excess of thirty (30) days as a result of the occurrence of an event of Force Majeure. In addition, Zimperium may terminate this Agreement upon notice to Licensee if Licensee breaches Section 3.2 or Section 9, or upon a Change of Control of Licensee.

### **8.3 Duties and Rights upon Termination.**

- (i) Upon any termination or expiration of this Agreement, the licenses granted to Licensee under this Agreement will immediately terminate and Licensee will (i) discontinue all use and distribution of the Products and Documentation, and (ii) destroy (or, if so directed by Zimperium, return to Zimperium) all copies (whether in tangible, electronic or other form) of the Products, Documentation and Confidential Information. In addition, upon any termination or expiration of this Agreement, Licensee will promptly pay to Zimperium all amounts owed under the Agreement. Notwithstanding the foregoing, following termination or expiration, Consumers shall continue to have the right to make use of any Licensed Applications provided to them prior to expiration or termination.
- (ii) Expiration or termination of this Agreement will not affect or release either Party from any liability (including any payment obligation) arising prior to such expiration or termination, nor will termination of this Agreement in accordance with this Section 8 result in any additional liability merely by virtue of such termination.

- (iii) Sections 2, 3.2, 3.3, 3.4, 5 (with respect to any amounts owed as of termination or expiration), 6.1, 6.3, 7, 8.3, and 9 through 22 will survive the termination or expiration of this Agreement.

## **9. CONFIDENTIALITY**

Licensee will (a) use Confidential Information only to perform its obligations and exercise its rights under this Agreement; and (b) hold Confidential Information in confidence and not disclose Confidential Information to any third party other than its employees who have a need to know such Confidential Information and are bound in writing by confidentiality obligations at least as stringent as those set forth in this Agreement. In any event, and without limiting the foregoing, Licensee will take at least the same degree of care to protect Confidential Information that it uses to protect its own confidential and proprietary information of similar nature and importance (but in no event less than reasonable care). Notwithstanding the foregoing, Licensee may disclose Confidential Information to the limited extent required to comply with an order of a court or other governmental body, or as otherwise necessary to comply with applicable laws or regulations, but in such event Licensee must first give notice to Zimperium and make a reasonable effort to avoid or narrow the disclosure and, if applicable, obtain a protective order. Licensee acknowledges that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information will cause irreparable harm and significant injury to Zimperium, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Licensee agrees that Zimperium, in addition to any other available remedies, will have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 9, without the necessity of posting any bond or other security. Licensee will notify Zimperium in writing immediately upon Licensee's becoming aware of any such breach or threatened breach. Each Party agrees that the other Party may have no adequate remedy at law if there is a breach or threatened breach of this Section 9 and, accordingly, that either Party is entitled to seek injunctive or other equitable relief to prevent or remedy such breach or threatened breach in addition to any other legal or equitable remedies available to such Party.

## **10. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW: (A) EXCEPT FOR EACH PARTY'S LIABILITY UNDER SECTION 7, AND LICENSEE'S LIABILITY UNDER SECTION 3.2 AND SECTION 9, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, OR FOR DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, OR LOST OR DAMAGED DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) ZIMPERIUM'S TOTAL LIABILITY FOR ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY LICENSEE TO ZIMPERIUM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF WHETHER THE DAMAGES OR LIABILITY ARISE FROM CONTRACT, INDEMNIFICATION, MITIGATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

## **11. FORCE MAJEURE**

Except for payment obligations under this Agreement, neither Party will be liable to the other for failure or delay in performing its obligations under this Agreement if such failure or delay is due to circumstances beyond its reasonable control, including acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption of or delay in telecommunications or third party services, or inability to obtain raw materials, supplies or power.

## **12. ASSIGNMENT**

Neither Party is permitted to assign or otherwise transfer this Agreement in whole or in part, whether voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, except that Zimperium may transfer this Agreement in whole or in part without the prior written consent of Licensee to an Affiliate or in connection with a merger, consolidation, corporate reorganization, sale of assets, sale of stock, change of name or similar event. Any purported assignment or transfer, except as permitted by this Section 12, will be void and without effect. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, Zimperium may use third party contractors to perform any of its obligations under this Agreement.

## **13. NON-WAIVER**

No waiver under this Agreement will be valid or binding unless set forth in a writing executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will not impair the rights of the Party granting such waiver in any other respect or at any other time. The failure of either Party to enforce any provision of this Agreement will not be considered a waiver of such provision nor will such failure affect the future enforceability of such provision.

## **14. NOTICES**

Any notice given under this Agreement must be in writing and in English and sent to the Chief Executive Officer/General Manager and General Counsel of the recipient Party at the address indicated for such Party on the applicable Order Form, or such other address as such Party may provide to the other Party by a notice in accordance with this Section. All notices required hereunder will be sent by (a) personal delivery, (b) registered mail, or (c) internationally recognized courier service (e.g., DHL or Federal Express), with all delivery charges prepaid. Notices will be deemed given upon receipt.

## **15. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement is to be construed in accordance with and governed by the internal laws of the State of Texas without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Texas to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement will be commenced in a federal court in the Northern District of Texas or in state court in Dallas County, Texas, and each party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

## **16. SEVERABILITY**

If the application of any provision of this Agreement to any particular facts or circumstances is held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, will not be affected or impaired thereby, and (b) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties.

## **17. COMPLIANCE WITH REGULATIONS**

**17.1 Government Rights.** If Licensee is an agency or instrumentality of the United States Government, the Products and Documentation are “commercial computer software” and “commercial computer software documentation,” and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Products and Documentation are governed by the terms of this Agreement.

**17.2 Export Laws.** Licensee shall at all times comply with applicable anti-corruption, export control, and financial sanctions laws in connection with the Zimperium Products, including, but not limited to, the United States Export Administration Regulations, 15 CFR 730 et seq (“EAR”) and the United States Foreign Assets Control Regulations, 31 CFR 500 et seq (“OFAC Regulations”) (collectively “Trade Controls”). Without limitation, Licensee shall treat any Zimperium Product as being subject to the U.S. Export Administration Regulations (the “EAR”) and shall obtain authorization as required under the EAR before exporting, reexporting, releasing or otherwise transferring such software. Licensee represents and warrants that it is not, and that, absent an appropriate license obtained from the appropriate government authority, it will not export, re-export or transfer in-country to, or permit access to Zimperium Products by: (1) any party that is a citizen of, ordinarily resident in, organized under the laws of, or owned or controlled by the government of, any country or region to which the EAR prohibits exports of encryption technology without a license or with which Zimperium or its financial institutions prohibit dealings as a matter of policy based on a variety of legal and commercial risks (collectively currently Cuba, Iran, Lebanon, Libya, North Korea, Syria, Russia, and the self-proclaimed the Donetsk People’s Republic and Luhansk People’s Republic); or (2) any party or end use subject to license requirements imposed by Trade Controls, including but not limited to parties enumerated on, or directly or indirectly owned by parties enumerated on, the Specially Designated Nationals and Blocked Persons list administered by the United States Department of Treasury, any party enumerated on the Entity List or subject to a Denial Order maintained by the United States Department of Commerce, any party or end use otherwise described in Parts 744-746 of the EAR and any party acting on behalf of any such party.

## **18. STATUS OF PARTIES**

The relationship of the Parties under this Agreement will be and at all times remain one of independent contractors. Neither Party will have the right to hold itself out to third parties as a representative of, or to enter into contracts on behalf of, the other Party without the prior written consent of the other Party. No agency, partnership or employer and employee relationship is to be created by this Agreement.

## **19. THIRD PARTY BENEFICIARIES**

This Agreement is made and entered into for the sole protection and benefit of Zimperium and Licensee and is not intended to convey any rights or benefits to any third party, nor will this Agreement be interpreted to convey any rights or benefits to any person except Zimperium and Licensee.

## **20. PUBLICITY**

The Parties agree to issue a mutually acceptable joint press release announcing that Licensee has licensed the Products within thirty (30) days of the Effective Date or as otherwise agreed to by the Parties. In addition, Zimperium shall have the right to publicly identify Licensee as a customer and Licensee shall have the right to publicly identify Zimperium as the provider of the Products, each without further consent of the other Party. Licensee grants Zimperium a royalty-free right to display Licensee’s logo, trademarks, and other branding indicia during the Term at the locations on Zimperium’s website and in its promotional literature where Zimperium lists its customers, in a manner that is no more prominent than

the logos, trademarks, and other branding indicia of Zimperium's other customers that are displayed at the same location.

**21. INTERPRETATION**

For purposes of interpreting this Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph; (c) the words "include" and "including" will not be construed as terms of limitation, and will therefore mean "including but not limited to" and "including without limitation"; and (d) the captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

**22. ENTIRE AGREEMENT**

This Agreement, including its Cover Sheet, schedules and exhibits, constitutes the entire agreement between Zimperium and Licensee and, without prejudice to the liability of any Party for fraudulent misrepresentation, supersedes all prior agreements and understandings with respect to the subject matter hereof. This Agreement cannot be amended or modified except in writing signed by both Parties.

## SCHEDULE B

### Services

This Schedule B describes the maintenance service and support services that Zimperium will provide to Licensee for the applicable Products. All capitalized terms not otherwise defined in this schedule will have the meanings ascribed to them in the Agreement.

#### 1. Definitions.

- (a) “Functional Release” means a subsequent release of a Product that implements features and functionality not previously present in the Product. Functional Releases will generally be backward compatible, such that code using the public interfaces (only) of a previous Functional Release will not require modification to use the new release. At times, however, incompatibilities may be introduced, as reflected in the release version numbering scheme set forth in Appendix 1. Functional Releases include applicable fixes made in the current Maintenance Release. Not all Functional Releases are necessarily supported, and there is no representation of compatibility on any internal or non-documented interfaces.
- (b) “Initial Response Time” means the length of time after Zimperium’s receipt of notice of a Problem during which Zimperium will initiate a technical assessment of the Problem and acknowledge to Licensee its receipt of notice of the Problem.
- (c) “Maintenance Release” means a subsequent release of a Product that corrects, patches or otherwise fixes any Problem (which may be reported by any source) without providing any features or functionality in addition to those provided by the previous release of the Product. Maintenance Releases are cumulative and also include applicable One-off Bug Fixes made up to the code freeze for the Maintenance Release.
- (d) “One-off Bug Fix” means an exceptional fix to a problem that is needed prior to the next scheduled Maintenance Release.
- (e) “Problem” means a defect in a Product that causes the Product not to conform to its Documentation in one or more material respects. Problems are classified in four (4) categories:
  - (i) Level 1 Problem. Problems that arise when hardware, software, or network causes a complete disruption to Company’s normal business activity. An error that renders the Products inoperative or where the production system is down or does not function at all, and there is no workaround for the problem. When a reasonable workaround is the resolution, the problem will be reclassified to Level 4 for software resolution.
  - (ii) Level 2 Problem. A Problem that significantly affects operation of the Products, and materially disrupts Licensee’s use thereof. When a reasonable workaround is the resolution, the problem will be reclassified to Level 4 for software resolution.
  - (iii) Level 3 Problem. A Problem that affects the operation of the Products or impedes production in one or more non-core areas. Includes minor issues with core areas where there is no reasonable work around. Includes when a component of the Purchased Services is not performing as documented; there are unexpected results; problems are avoidable; there is moderate or minor operational impact. When a reasonable workaround is the resolution, the problem will be reclassified to Level 4 for software resolution..
  - (iv) Level 4 Problem. A Problem that has a minor impact on the operation of the Products, but does not materially degrade Licensee’s use thereof. Level 4 problems include

higher classification Problems for which reasonable workarounds exist.

- (f) “Problem Resolution” means the implementation and release of a correction, patch, fix, alteration, or temporary workaround that eliminates or mitigates the impact of a Problem.
- (g) “Support Ticket” means the mechanism defined by Zimperium to record Problems and track their resolution.
- (h) “Target Resolution Time” means the time objective for Zimperium to either provide a Problem Resolution or define a mutually acceptable resolution plan.

2. **Support.** Zimperium will provide support as described in this Schedule B for Problems that Licensee reports to Zimperium. Zimperium will only accept Problems reported by Licensee using the mechanism defined herein. For a Problem to be accepted for resolution, Licensee must provide a reproducible case using one of the specified release versions previously provided to Licensee, using tools available or made available to Licensee by Zimperium. If requested by Zimperium, Licensee will provide Zimperium a copy of the relevant source code so that Zimperium can reproduce and evaluate the Problem. If a specific device is necessary to reproduce the Problem, the device as well as the necessary tools and instructions to debug, build, and test the device image must be made available to Zimperium. If access to a server is necessary to observe the Problem or collect logs, access to that server must be provided.

3. **Issuance of Releases.** During the Term, Zimperium will provide Licensee all Functional Releases, Maintenance Releases and One-off Bug Fixes, as they are issued by Zimperium in its discretion. It is currently anticipated that Maintenance Releases will occur generally at three (3) month intervals unless no bugs have been fixed in the previous three (3) months. Additional information regarding releases is provided in Appendix 1.

4. **Problem Reporting and Resolution**

4.1 Reporting Procedures. Problems must be reported:

- As an email to a Zimperium-provided dedicated email address.

All Problems reported as described above are documented in a Support Ticket.

4.2 Problem Resolution

- (a) Licensee will make an initial assessment of the priority level of a Problem when it reports the Problem to Zimperium. Zimperium’s initial response time will be based on the initial priority level proposed by Licensee, but Zimperium may reclassify Problems that were initially misclassified. For each reported Problem, Zimperium will use commercially reasonable efforts to meet the applicable Initial Response Time and Target Resolution Time set forth in the following table (presuming that Zimperium is provided access to the relevant Product during a period in which the system on which it resides is not undergoing maintenance or otherwise unavailable):

Problem Priority	MAPS Suite		MTD Application	
	Initial Response Time	Target Resolution Time	Initial Response Time	Target Resolution Time
Level 1	1 business day	3 business days	1 hour	4 hours
Level 2	2 business days	5 business days	4 hours	5 days

Level 3	10 business days	40 business days	8 hours	10 days
Level 4	20 business days	Not Specified	2 days	Next regular Update cycle

5. **Exclusions.** Zimperium will have no obligation to respond to or resolve any incidents, problems or issues that are not caused by defects in the Products. Without limitation of the generality of the foregoing, Zimperium will have no obligation with respect to any incident, problem or issue that is caused in whole or in part by (i) the acts or omissions of Licensee or its employees or contractors, including any negligence, willful misconduct, or use of any Product in a manner not authorized by this Agreement or inconsistent with the applicable Documentation; (ii) modification of any Product by anyone other than Zimperium; or (iii) any combination or integration of any Product with hardware, software and/or technology not provided by Zimperium.

6. **Escalation.** If there is any dispute or disagreement regarding the Services that cannot be resolved by the Parties' respective technical representatives, including a disagreement with respect to the severity level of any Problem, either Party may escalate the dispute or disagreement to the Parties' respective primary business contacts as identified in the table below:

	Contact	Email Contact
<b>Zimperium</b>	Zimperium Support	Support@zimperium.com
<b>Licensee</b>	Designated Contact	Designated Contact

7. **New Feature Requests or Suggestions.** Requests for new features or for functionalities beyond those described in the current Documentation are not subject to this Exhibit and will be treated by Zimperium in its sole discretion. Licensee may communicate to Zimperium any suggestions, recommendations or feedback regarding the Products, including modifications, design changes, or improvements ("Suggestions"). Licensee agrees that Zimperium may freely use all Suggestions in connection with the Products or any other products or services. Licensee acknowledges and agrees that such consideration is reasonable and fair.

Appendix 1  
Release Version Numbering & Support Lifetime

The numbering notation follows the N.f.m.b convention, where:

- N is a major Functional Release that breaks compatibility with an N-1 version
- f is a Functional Release that maintains backward compatibility with the f-1 version
- m is a Maintenance Release that contains only identified bug fixes with respect to the m-1 release
- b is a One-off Bug Fix release that fixes only a given set of bugs

For clarity, lesser version streams are said to be “subordinate” to higher version streams. As such, Functional Releases are subordinate to major Functional Releases, and Maintenance Releases are subordinate to Functional Releases.

**Software Release Support Lifetime**

A number of the software items covered by this Agreement have a product lifecycle typical of Commercial Off The Shelf (COTS) software, that is independent of the specific project with respect to which it is deployed by Licensee. As a result, Functional Releases and Maintenance Releases often include features and bug fixes made at the request of third parties. In addition, specific versions of Functional Releases and Maintenance Releases are retired after a certain period of time. Once retired, any support for that specific N.f.m version is no longer available. Unless explicitly specified in an Addendum to this document, the following timelines apply:

- Maintenance Releases of version “m-1” are retired 6 months after the release of the Maintenance Release of version “m” (based on the same N.f stream).
- Functional Releases of version “f-1”, and all subordinate releases thereof, are retired 6 months after the release of the version “f”.

Major Functional Releases of version N-1 are only retired if no commercial support agreements exist to extend their support. When version N is retired, all subordinate Functional Release and Maintenance Release versions are retired.