

MANDATORY PROVISIONS

SERVICE ORDER ATTACHMENT

EMAIL PROTECTION SERVICES (EPS)

(the "Mandatory EPS SOA")

1. Definitions.

1.1 "SilverSky" means SilverSky Inc., its affiliates, licensors and subcontractors.

1.2 "Customer" means a person or entity with a place of business and invoice address in the Territory who purchase Services from Reseller as an end-user and not for further resale or distribution.

1.3 "Customer Order" means the ordering document by and between Customer and Reseller which specifies the Email Protection Services to be provided by SILVERSKY and incorporates these Mandatory Provisions.

1.4 "Reseller" means a person or entity appointed by SILVERSKY to resell SILVERSKY managed security services to Customers for their internal business purposes.

1.5 "Reseller/Distributor Order" means the ordering document by and between a Reseller and SILVERSKY or a Distributor and SILVERSKY which specifies the Email protection Services to be provided by SILVERSKY to a Customer and incorporates these Mandatory EPS SOA Provisions.

1.6 "Security Management Console" or "SMC" means the web-based administrative portal SILVERSKY makes available to Customers to enable a Customer to configure rules for the Services and provide its end users ("Users") with access to quarantined mail.

1.7 "Services" means, individually and collectively, the email protection services (EPS) including Anti-Virus and Anti-Spam, Targeted Attack Protection, Data Loss Prevention, log Retention and Email Content Filtering services as may be further defined in the applicable Email protection Services SOA posted at https://partners.silverisky.com//English/SalesPartners/sales/product_services.aspx which documents are incorporated herein by reference.

2. **Services Setup.** Reseller will direct SILVERSKY to provide Services with respect to the email accounts for its end users maintained on designated domain name(s) Customer specifies to Reseller, provided that Customer owns the domain name(s). As applicable, Reseller will also direct SILVERSKY to provide electronic communication archiving services for Users that Customer designates. Reseller will direct SILVERSKY to provision Customer's specified domain names and identified Users on or before the date Reseller first makes Services available to Customer ("Launch Date"). Additional domain names and end users may be established thereafter through a documented process. The Services are provided on shared servers, unless agreed otherwise in writing.

3. **Administrators.** Prior to the Launch Date, Customer will appoint up to 3 administrators, each of whom will have the power to act as Customer's agent ("Administrators"), each with the authority to make decisions, representations, and give notices on Customer's behalf and operate the controls and rules available in the SMC to govern specific delivery requirements for the Services. Administrators' authority includes, but is not limited to (i) controlling the creation and deletion of User email addresses and domain names for which the Service is provisioned; (ii) managing changes to User information; (iii) serving as SILVERSKY's authorized technical contact for the Services; (iv) setting business rules/policies and/or filters on the Services that may filter and/or terminate emails sent to or by Users without delivering them; (v) requesting the restoration or disclosure of content by submitting an Authorization for Disclosure of Information form to Reseller, and (vi) monitoring complaints against Users. At least one (1) Administrator must attend a training session on the Services, which SILVERSKY will provide at no charge. Customer may replace Administrators at any time upon written notice to SILVERSKY.

4. **Technical Support.** Customer will have sole responsibility for handling technical support inquiries from its Users. Reseller will have responsibility for responding to inquiries from Administrators regarding Services. SILVERSKY will respond to inquiries from Administrators on a 24x7 basis; provided that inquiries (i) must be submitted via toll-free telephone or email in the English language, and (ii) such inquiries will be responded to in English.

5. **Prohibition of Reverse Engineering, Decompilation and Disassembly.** Customer may not (i) except to the extent that applicable law requires a provider to give Customer permission to do so, directly or indirectly, reverse engineer, decompile or disassemble any software made available to Customer in connection with the Services; (ii) copy, rent, lease,

distribute, pledge, assign, or otherwise transfer or encumber rights to such software; or (iii) remove any proprietary notices or labels from such software.

6. Indemnification. Customer will indemnify Reseller and its suppliers against all loss, cost, damage and expense that Reseller or its suppliers incurs as a result of claims in any form by third parties arising from: (i) users use of Services; (ii) Customer's website; (iii) intellectual property infringement claims related to the domain name(s) or content; (iv) unauthorized installation, use, access, copying, reproduction, and/or distribution of any portion of the third party software products by users; and (vi) acts and omissions of Customer's Administrators.

7. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THE MANDATORY EPS SOA, RESELLER AND ITS SUPPLIERS PROVIDE THE SERVICES "AS IS." RESELLER AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NEITHER RESELLER NOR ITS SUPPLIERS GUARANTEE CONTINUOUS, UNINTERRUPTED, VIRUS-FREE OR SECURE SERVICES, AND RESELLER AND ITS SUPPLIERS ARE NOT LIABLE IF CUSTOMER OR CUSTOMER'S USERS ARE UNABLE TO ACCESS THE SERVICES AT ANY SPECIFIC TIME.

8. Customer's Warranty.

8.1 Customer warrants that it shall at all times comply with all applicable laws in relation to the engagement of SILVERSKY, or the use and receipt of the Services, and shall ensure that all appropriate consents, permissions and/or licenses are granted to enable SILVERSKY to perform the Services and to use or transfer Customer-provided data and information, in each case in compliance with all applicable laws.

8.2 Customer warrants and represents that has obtained all authorizations and consents required from any third party as necessary to enable SILVERSKY to perform and deliver the Services contemplated by the applicable Order under this Mandatory EPS SOA without violating the rights of any third party.

9. LIMITATION OF LIABILITY. EXCEPT FOR INDEMNIFICATION OBLIGATIONS OR CLAIMS ARISING FROM INTENTIONAL DISCLOSURE OR MISAPPROPRIATION OF CONFIDENTIAL OR PROPRIETARY INFORMATION DISCLOSED HEREUNDER, NEITHER CUSTOMER, RESELLER OR ITS SUPPLIERS WILL BE LIABLE FOR (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED; OR (II) DAMAGES FOR LOST PROFITS OR LOST DATA; OR (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES ARISING OUT OF OR IN CONNECTION WITH AN ORDER OR SOW FOR SERVICES. THE LIABILITY OF RESELLER AND ITS SUPPLIERS TO CUSTOMER, CUSTOMER'S USERS AND ALL THIRD PARTIES, IS IN EACH CASE LIMITED TO THE FEES PAID BY CUSTOMER FOR SERVICES UNDER AN ORDER IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.

10. Confidentiality.

10.1 Confidential Information. Confidential Information with respect to the Services means the information that is disclosed by either SILVERSKY or Customer in connection with the Services, or to which either has access in connection with the Services that the receiving party knows or should reasonably be expected to know is confidential information of the other party.

10.2 Recipient Obligations. A recipient of Confidential Information will (i) restrict the use of the Confidential Information to those purposes necessary for the performance of the receiving party's obligations and the exercise of the receiving party's rights under the applicable Order, and (ii) safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. All proprietary and copyright notices in the original must be affixed to copies or partial copies of Confidential Information made by a receiving party. Each party must provide the other with notice of any governmental, judicial or administrative order or proceeding to compel the disclosure of Confidential Information received under this attachment, as promptly as the circumstances of such order or proceeding reasonably permit.

10.3 Exceptions. Neither SILVERSKY nor Customer will be obligated to maintain any information in confidence or refrain from use if (i) the information was in the receiving party's possession or was known to it prior to its receipt from the disclosing party, (ii) the information is independently developed by the receiving party without the utilization of Confidential Information of the disclosing party, or (iii) the information is or becomes public knowledge without fault of the receiving party. Nothing contained herein will require the alteration, deletion or destruction of back-up media made in the ordinary course of

business, provided however; that in each instance each party will maintain the confidentiality of Confidential Information as provided herein.

11. Reservation of Rights; Feedback. Subject to the limited rights expressly granted hereunder, SILVERSKY reserves all of its right, title and interest in and to the Services and any documentation provided as part of the Services, including all of SILVERSKY's related intellectual property rights. You may not rent, lease, or lend, pledge, or directly or indirectly transfer or distribute the Services to any third party, and you may not permit any third party to have access to and/or use the functionality of the Services except for the sole purpose of accessing the functionality in accordance with this Mandatory EPS SOA. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer grants to SILVERSKY a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into SILVERSKY services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its end users relating to the operation of SILVERSKY services.

12. Export Administration. The Services provided under the Mandatory EPS SOA might be subject to U.S. export control laws or import regulations in other countries. Customer agrees to comply strictly with all such laws and regulations and acknowledges that Customer has the responsibility to obtain such license to export, re-export or import as may be required and to communicate this requirement. Customer will obtain any required non-U.S. governmental authorizations including without limitation any import licenses and foreign exchange permits, and, if applicable, will file or register with the appropriate authorities. Customer will provide proof of compliance with required non-U.S. governmental authorization to SILVERSKY upon request.

13. Ethical Conduct. Customer undertakes as a condition of this Attachment: (i) that it shall throughout the duration of this Mandatory EPS SOA comply with any and all anti-corruption laws and all applicable laws and regulations; (ii) that it has not made or offered and that it will not make or offer with respect to the matters which are the subject of this Mandatory EPS SOA, any payment, gift, promise or other advantage whether directly or through intermediaries, to or for the use of any public official (i.e. any person holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organization), or any other third party, where such payment, gift, promise or advantage would violate any anti-corruption laws or any applicable laws; (iii) that it shall undertake to comply with a standard of conduct that is, at least, compliant with the SilverSky Code of Conduct issued and updated from time-to-time (<https://www.silver sky.com/en/our-company/corporate-responsibility/trust-and-integrity/code-of-conduct>); and undertake to train its employees on such code (or equivalent) and ensure that such employees engaged in activities under this Mandatory EPS SOA undertake appropriate training on compliance-related activities; (iv) that it shall promptly report to SILVERSKY any request or demand for any undue financial or other advantage of any kind received by it in connection with the Mandatory EPS SOA; (v) that it shall promptly notify SILVERSKY (in writing) if it, its personnel, or any other persons which perform or have performed services for or on behalf of it are investigated by any law enforcement agency or customer in relation to corrupt practices and/or any breach of this Section 13 with respect to the matters which are the subject of this Mandatory EPS SOA; and that any breach of this Section 13 shall be deemed an incurable material breach giving rise to the right to the Reseller and/or SILVERSKY to terminate any Services subject to this Mandatory EPS SOA immediately at any time upon written notice to the Customer.

14. Order Term and Termination. The term of each Order for a particular Service billed on a monthly recurring revenue basis will commence on the date set forth in the SOA and/or Order, as applicable, and will continue for a minimum term of 12 months following such commencement date unless a different Minimum Term is stated on the Order (the "Minimum Term") and will thereafter automatically renew for successive 12 month terms (each a Minimum Term upon such automatic renewal) unless either of Reseller or Customer provides the other with written notice of the intention not to renew for a successive Minimum Term at least 60 days prior to the expiration of the then current Minimum Term. In the event that the Customer timely submits a notice of non-renewal with an Order to continue the expiring Service on month to month terms, Reseller will accept that Order subject to the Fee for the Services in such Order increasing by 15% and the right of either party to terminate such month-to-month Order on 30 days prior written notice to the other. Except for termination of an Order occasioned by SILVERSKY's material breach of the Mandatory EPS SOA, in the event that Customer terminates an Order prior to the end of the Minimum Term, Customer will be liable to Reseller to pay (i) all accrued and unpaid fees for Services provided through the effective date of termination, plus (ii) a cancellation fee equal to 75% of Customer's average monthly invoices from Reseller with respect to the terminated Order(s) for the six months prior to the date of termination, multiplied times the number of months remaining in the Minimum Term. Customer acknowledges that, if Services are cancelled prior to the completion of the Minimum Term, damages will be difficult or impossible to ascertain and therefore, the amounts set forth in this section are intended to establish liquidated damages in the event of early termination by Customer without cause and are not intended as a penalty.

15. General.

15.1 Third Party Beneficiary. SILVERSKY is a third Party beneficiary of the Mandatory EPS SOA as incorporated into Reseller's agreement with Customer to fulfill the Order(s) (the "**Customer Agreement**"). SILVERSKY will have the right to enforce Customer's obligations to SILVERSKY under the Customer Agreement, and the limitations and restrictions applicable to Customer under the Mandatory EPS SOA. Customer's indemnification obligations under Section 6 will apply to SILVERSKY, and the disclaimers set forth in Section 7 and the limitations of liability set forth under Section 9 will apply to all claims arising under or relating to SILVERSKY with respect to its performance of Services under an Order.

15.2 Order of Precedence. In the event of any conflict between or amongst them, the terms and conditions of the Mandatory EPS SOA, Order or the Customer Agreement, the applicable terms and conditions will prevail in the listed order.

15.3 Survival. Sections 1-15 of this Mandatory EPS SOA, as incorporated into the Customer Agreement, shall survive termination or expiration of any Order or Customer Agreement.