MAILGATESC SOFTWARE HOSTING AND SERVICES AGREEMENT TERMS

These Software Hosting Agreement Terms ("**Hosting Agreement**") are entered into as of the date indicated on the Order Form (as defined below) (the "**Effective Date**"), by and between MailGate, LLC ("**Host**"), a Delaware limited liability company, and the customer identified on the Order Form ("**Customer**") (Host and Customer are collectively referred to as the "**Parties**").

WHEREAS, Host provides software hosting services related to its MailGate email security solution;

WHEREAS, Customer desires to utilize the software hosting services offered by Host;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Definitions**

   a. **"Delivery"** means delivery of implementation documentation and administrative credentials;

   b. "**Documentation**" means the documents delivered with the Product which contain Host's published specifications and user guide of the Product, which Host may update from time to time;

   c. "**Hosting Services**" refers to the services provided by Host as set forth in Exhibit A hereto.

   d. "**Hosting Environment**" means all servers, server software, hosting platforms, storage space, telecommunications connectivity and equipment, and other hardware, software, technology, and other materials Host is required to, or otherwise does, use, provide, or provide access to as part of the routine day-to-day Hosting Services.

   e. "**Order Form**" means the Order Form executed by Host and Customer related to the Hosting Services.

   f. "**Product**" means the product described in the Order Form.

   g. "**SLA**" refers to the Service Level Agreement terms set forth in Exhibit B hereto.

   h. "**Software**" refers to the web application or software that Customer wishes to host on Host's servers as specified in Exhibit A.

   i. "**Usage Data**" means any information regarding access to or use of the Website or any of its features or functionality, including information that is collected automatically through cookies or other tracking technology, whether or not such information does or is capable of identifying a single user, account, device, or organization.

j. "**User Information**" means any information that identifies, can identify or confirm the identity of, or is otherwise associated with, a specific individual or device, including information: (a) from which a specific individual or device can be located or contacted; or (b) that identifies a specific individual's or device's behavior on the internet, including use of the Website or other materials. User Information includes any of the information described in the preceding sentence that is provided by, through, or on behalf of Customer or the identified or identifiable individual, and information collected by or through the use of network or other tracking technology, including personally identifiable Usage Data.

2. **Hosting Services**

a. Scope of Services: Host agrees to provide the Hosting Services for the Software as described in the Order Form, which forms an integral part of this Hosting Agreement.

b. Provision of Hosting Environment: Promptly after the Effective Date, Host shall purchase, license, or otherwise contract for hardware, software, storage space, and other resources for the Hosting Environment so that (a) it meets all criteria set forth in the Order Form and (b) is available for Customer to access the Software and conduct any necessary acceptance tests within 30 days (the "**System Ready Date**"). Promptly after the Hosting Environment is ready, Host shall provide written notice thereof to Customer's service liaison and such other persons as Customer may designate (the "**System Ready Notice**") and provide Customer with secure, password protected administrative access to the Hosting Environment to allow Customer to transmit, edit, and test the environment. Customer may terminate this Agreement by written notice to Host if Host fails to complete the performance of all its obligations under this Section 2(b) on or prior to the System Ready Date.

c. Service Level Agreement (SLA): Host shall use commercially reasonable efforts to ensure the Software is accessible and available to Customer as per the agreed-upon SLA, specified in Exhibit B.

d. Service Liaison: Throughout the Term, each party shall employ a service liaison with the necessary qualifications, skill, and organizational authority to serve as such Party's primary point of contact for day-to-day communications, consultation, decision-making, consents, and approvals regarding the Services. The Parties' initial service liaisons are outlined in the Order Form between Customer and Host. If either Party's service liaison ceases to be employed by such party or such party otherwise wishes to replace its service liaison, such Party shall promptly name a new service liaison by written notice to the other Party's service liaison.

e. Third Parties: Upon notice in writing to Customer, Host may engage the use of third parties to perform any Hosting Services set forth in this Hosting Agreement, provided that such parties are equipped to provide such services with competent professionals. Customer agrees to comply with all terms and conditions of such

third parties related to the provision of such Hosting Services, and to cooperate with such third parties related to such services.

3. **Delivery and Warranty**

   a. <u>Delivery</u>: Host shall provide Customer with implementation documentation and administrative credentials.

   b. <u>Key</u>: Product use will require a key. The key will be generated and implemented by Host based on Customer Order Form.

   c. <u>Representations of Host</u>:

      1. All of Host's initial deployments shall be released on current general availability release.

      2. Host shall make commercially reasonable efforts to coordinate and undertake activities for upgrades and patches as needed.

         1. For priority upgrades (those related to vulnerabilities and patches with a time-critical component), Host will release a mitigation plan to Customer and require Customer consent within the timeline defined in the mitigation plan.

         2. For major releases, Customer shall be required to provide consent to upgrade within 180 days of release.

         3. For minor releases, Customer shall be required to provide consent to upgrade within 90 days of release.

         4. If Customer fails to provide consent to upgrade to the newest current release within the above timeframes, Host is not liable for any resulting impact.

         5. Host shall provide an upgrade summary report after each successful update.

   d. <u>Warranty</u>: Host represents and warrants that, for a period of ninety (90) days from Delivery ("Warranty Period"), the Product will conform to and perform in accordance with the Documentation. Unless the Order Form expressly indicates otherwise, Host does not warrant that the Product will operate in combination with other software selected by Customer, or that the Product will operate uninterrupted or free of non-material errors. Host will modify, repair or replace the Product, at no additional charge, to correct any Defect, provided that Customer reports the Defect to Host during the Warranty Period. In the event that Host is unable after reasonable efforts to correct any such Defect in a Product during the Warranty Period, Customer may, in Customer's sole discretion, terminate this Hosting Agreement in writing, discontinue use of and return such Product and then receive a full refund of the fees paid by Customer for that Product. Host further warrants

that the Product as provided by Host will not contain any malicious code, program, or internal component (e.g., computer worm) and will have been screened using customary procedures in the industry for viruses. THE REMEDIES DESCRIBED IN THIS SECTION 3 SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR DEFECTS CONTAINED IN AND FOR THE PERFORMANCE OF THE PRODUCT.

e. Use Terms: The limited warranties in Section 3 are conditioned upon Customer's use of the Product in accordance with the terms of the Documentation, and shall not apply to the extent that an error occurs because of and would not have occurred but for: (i) modifications made to the Product by a party other than Host; (ii) Customer's failure to implement enhancements provided by Host; or (iii) use of the Product in connection with any operating system, computer equipment or device which does not meet the minimum requirements set forth in the Documentation.

f. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 3, ALL OTHER WARRANTIES ARE DISCLAIMED. HOST MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

4. **Additional Services**

a. Upon payment of the applicable fees, Host will provide additional services, at the level specified on the Order Form.

b. Host is under no obligation to provide additional services (i) if there has been a modification or attempted modification of the Product (other than modifications made by Host and delivered as part of the Product) or the Product has been improperly installed by Customer or operated or used other than in accordance with this Hosting Agreement and the Documentation; or (ii) if Customer has refused, delayed or otherwise failed to provide consent to implement a release or other modification that Host has provided or recommended.

c. Except for customizations implemented by Host involving development of application programming interfaces and/or otherwise the development of custom code (hereinafter "Retained Works"), all right and title to professional services deliverables shall belong to Customer. Host will be the owner of any Retained Works, which are defined to include: (i) any pre-existing materials, including any of Host preexisting software code, proprietary software tools, or training materials incorporated into the deliverables; (ii) any customized modifications to the Product unless an applicable Order Form expressly provides that such modifications are assigned to Customer; and (iii) any third party programs which are integrated with or incorporated into the deliverables. For any Retained Works incorporated into a deliverable, Host grants Customer a non-exclusive, worldwide, royalty-free license

to use such Retained Works to the same extent that Customer is licensed to use any related Licensed Component.

5. **Term and Termination**

   a. <u>Term:</u> The initial term of this Hosting Agreement shall commence on the Effective Date and shall be effective throughout the Initial Term as outlined in the Order Form between Customer and Host (the "**Initial Term**"), unless terminated earlier in accordance with the provisions herein. At the end of the Initial Term, this Agreement shall automatically renew in 12-month increments unless either party submits written notice of termination to the other party at least 90 days in advance of the end of the then-current term.

   b. <u>Termination for Cause:</u> Either Party may terminate this Hosting Agreement for a material breach of any provision hereof, provided that a written notice of the breach is given to the breaching Party, and the breaching Party fails to remedy such breach within 30 days of receipt of the notice.

   c. <u>Other Termination:</u> Either party may terminate this Hosting Agreement by written notice to the other party if the other party:

      i. becomes insolvent or admits inability to pay its debts generally as they become due;

      ii. becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;

      iii. is dissolved or liquidated or takes any corporate action for such purpose; or

      iv. makes a general assignment for the benefit of creditors.

6. **Fees and Payment**

   a. <u>Fees:</u> Customer shall pay Host the fees for the Hosting Services as outlined in the Order Form between Customer and Host, according to the payment terms specified therein.

   b. <u>Taxes:</u> All fees stated in this Hosting Agreement are exclusive of any applicable taxes, and Customer shall be responsible for the payment of any such taxes imposed on the Hosting Services. If Customer is a tax-exempt entity, it shall provide documentation sufficient to Host of its tax-exempt status in order to have any applicable taxes removed from invoices for the Hosting Services.

   c. Fees or other amounts remaining unpaid for thirty (30) days following the date of invoice shall be considered overdue and shall remain payable by Customer together with interest for late payment from the date payable at the rate of 1% per month, plus a late fee of 10% of the total overdue balance. In addition to the above provision for late payment, Host reserves the right to suspend performance of any additional services.

7. Customer Responsibilities

a. Customer is responsible for: (1) protecting its own recorded data; (2) the results obtained and any direct or indirect consequences thereof; (3) making qualified personnel available to resolve any problems; and (4) appointing one of its employees to serve as the primary point of contact with Host for any technical issues.

b. Customer shall take all measures required to protect Host's intellectual property rights in the Product and Documentation, including in particular retaining any reference to Host's copyright notice(s) and any other legend on any authorized copy in accordance with Host's instructions. In the event any third party attempts to attach or seize the Product or challenge Host's intellectual property rights in any other manner, Customer must immediately notify Host, contest the attachment and take all steps required to make the intellectual property rights in question known.

8. Intellectual Property

a. Ownership: Customer retains all right, title, and interest to its underlying data and any associated intellectual property rights. Host retains all ownership rights in the Software and the Hosting Environment.

b. License: As of the Effective Date of this Agreement, Host grants to Customer, subject to the terms and conditions of this Hosting Agreement, a non-exclusive, non-assignable and non-transferable right to Use the Product for Customer's own internal business purposes only during the Term. Any delay in any payment of the fees related to this Hosting Agreement beyond the payment date will automatically suspend the right to use the Product for Customer. The Product, including portions and information or materials thereof, may not be used for any purpose that would be a violation of this Agreement. All rights not addressed herein are specifically reserved by Host. Customer shall not use the Product to provide services to third parties, unless expressly provided for in the Order Form.

c. Except as otherwise provided for in this Hosting Agreement, the Order Form, or permitted under applicable law, Customer will not, directly or through any person or entity, in any form or manner (i) copy, sublicense, lease, assign, distribute, reproduce, incorporate, use or allow access to the Product or modify, prepare derivative works from the Product except as explicitly permitted under this Hosting Agreement or (ii) decrypt, extract, decompile or otherwise reverse engineer the Product, or otherwise disassemble, derive or attempt to derive the source code of, or any processes, methods, specifications, protocols, algorithms, interfaces, data structures, or other information embodied or used in, the Product. The restrictions of this Section 8 shall survive the termination of the Agreement.

d. If, in the performance of any services hereunder, Host is required to use any Customer supplied programs, Customer hereby warrants that it has obtained any necessary authorizations and licenses required to allow Host to access and use such program as necessary for performance of the services. Customer shall provide any associated supporting documentation to Host promptly upon request.

9. Indemnification

a. Host agrees to defend, settle and indemnify Customer from and against any amounts payable under judgment, court order or settlement brought by any unaffiliated third party against Customer to the extent that such action results from actual or alleged infringement by any Product of any third party copyright, trade secret or patent existing or issued as of the date that Host initially delivered the applicable version of such Product to Customer. In connection with any allegation of infringement of any third party rights, Customer shall (and it shall be a condition of reliance upon the indemnity for Customer to):

   1. immediately notify Host in writing of the allegation; and

   2. allow Host sole control of the defense and any related settlement negotiations; and

   3. cooperate in good faith in the said defense and comply with all of Host's reasonable requests (at Host's expense) in defending or settling the claim.

b. Should Customer's use of the Product be determined to have infringed any third party rights, or if in Host's judgment, such use is likely to be infringing, Host shall endeavor at its option do one of the following, at its own expense:

   1. procure for Customer the right to continue owning or using the Product, as applicable,

   2. replace or modify the Product to make its use non-infringing while yielding substantially equivalent functionality.

c. If and only if the previous options are not, in Host's reasonable judgment, commercially reasonable, then Host may terminate this Hosting Agreement as it applies to the specific Product and the corresponding rights of use. Customer agrees to destroy or return the affected Product to Host on its written request and Host will then return the Product license fees to Customer as prorated over a five (5) year term commencing on the date of delivery of the applicable Product by Host. The obligations of Host in this Section 9 will not apply to the extent that the infringement or claim thereof is based on (i) use of the Product other than in accordance with this Hosting Agreement, or (ii) modifications or additions to the Product by Customer personnel (other than modifications at Host's direction) or (iii) use of other than the most recent version of any Product if and from the time Host informs Customer in writing that infringement or misappropriation may be

avoided by use of the most recent version of such Product. THIS SECTION 9 SETS FORTH THE FULL SCOPE OF HOST'S LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY, TO THE EXTENT PERMITTED BY LAW, FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF THIRD PARTY RIGHTS IN CONNECTION WITH THE PRODUCT.

10. Confidentiality

a. <u>Confidential Information</u>: Each Party recognizes that under this Hosting Agreement either Party may have access to or otherwise receive trade secrets and confidential or proprietary information of the other, including information concerning products, including but not limited to the names of Customer's clients, business information, financial or contractual arrangements, or other confidential or proprietary information. All such information shall constitute "Confidential Information". The Products, including any Documentations or portions thereof and information, material or copy derived there from, is proprietary and confidential to Host. Each Party agrees not to use, other than for the purposes for which it was disclosed or divulged the other party's Confidential Information and to limit disclosure of same to those of its employees and independent contractors who have a need to know the same and to use all reasonable endeavors to prevent its disclosure to or access by any third party without the prior written consent of the disclosing party.

b. Host acknowledges that all User Information and Usage Data is Customer's Confidential Information. Host shall not collect, store, process, record, reproduce, transfer, disclose, use, or perform any other acts, or cause, authorize, or permit any person to undertake any of the foregoing, with respect to any Usage Data or User Information, other than as strictly necessary to perform the Hosting Services for the benefit of Customer in accordance with the terms and conditions of this Hosting Agreement.

c. Confidential Information does not include information that: (i) is or becomes a part of the public domain through no act or omission of the receiving Party; (ii) was in the receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; (iii) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; (iv) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; or (v) is required to be disclosed by any court of competent jurisdiction or by a governmental or regulatory authority or where there is a legal right, duty or requirement to disclose. In such event, the receiving Party will (and without breaching any legal or regulatory requirement) where reasonably practicable give the disclosing Party prompt notice in writing of the requirement to disclose.

d. The rights and obligations of the Parties under this Section 10 shall continue for the greater of: (1) three years following expiration or termination of this Agreement; or (2) until such information ceases to be a trade secret under applicable law.

11. Liability

a. EXCEPT FOR HOST'S OBLIGATIONS WITH RESPECT TO INDEMNIFICATION OR CONFIDENTIALITY, HOST IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOST DATA OR COMPUTER HARDWARE OR SOFTWARE DAMAGE, FAILURE OR MALFUNCTION, WHETHER OR NOT MAILGATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; EXCEPT FOR HOST'S OBLIGATIONS WITH RESPECT TO INDEMNIFICATION OR CONFIDENTIALITY, HOST'S LIABILITY HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF LICENSE AND SERVICES FEES INVOICED UNDER THIS AGREEMENT FOR THE SOFTWARE GIVING RISE TO SUCH LIABILITY DURING THE CALENDAR YEAR IN WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS OF DAMAGES APPLY REGARDLESS OF THE FORM IN WHICH AN ACTION (LEGAL, EQUITABLE OR OTHERWISE) MAY BE BROUGHT, WHETHER IN CONTRACT, TORT, OR OTHERWISE. THE LIMITATIONS OF LIABILITIES, DISCLAIMERS OF WARRANTIES, EXCLUSIVITY OF REMEDIES AND OTHER LIMITATIONS SET FORTH HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES (WITHOUT WHICH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WOULD NOT OCCUR) AND WILL APPLY EVEN IF A REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

b. This Agreement is enforceable by the Parties to it and by their permitted assignees. A person who is not a party to this Agreement shall have no right to enforce or rely on any of the terms of this Agreement. The terms of this Section 11 shall survive termination of this Agreement.

12. Host Warranties

Host represents, warrants, and covenants to Customer as of the Effective Date and throughout the Term that:

a. Host will perform the Hosting Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with industry standards for similar services and will devote adequate resources to meet its obligations under this Hosting Agreement;

b. The Hosting Environment and Hosting Services, including Customer's access thereto and use thereof in accordance with this Hosting Agreement: (i) will not infringe, misappropriate, or otherwise violate any intellectual property rights or other rights of any third party; and (ii) will comply with all applicable Laws.

c. The Hosting Environment is and will remain free of any virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, or software.

d. In performing its obligations under this Agreement, Host will comply with all applicable Laws.

13. Limitation of Liability

a. <u>Limitation</u>: In no event shall the total liability of either Party under this Hosting Agreement exceed the total fees paid or payable to Host by Customer for the Hosting Services during the 12 months preceding the event giving rise to the liability. This limitation of liability shall apply whether the claim arises in contract, tort, negligence, strict liability, or any other legal theory, and even if a remedy fails its essential purpose. The Parties acknowledge and agree that the limitations and exclusions of liability specified in this clause are reasonable and essential elements of this Agreement and that Host's willingness to provide the hosting services is contingent upon the inclusion of these limitations.

b. <u>Exclusion</u>: In no event shall either Party be liable to the other for any indirect, incidental, special, punitive, or consequential damages arising out of or related to this Hosting Agreement, including but not limited to loss of data, loss of profits, business interruption, or economic loss, even if the other Party has been advised of the possibility of such damages.

14. Administrative Requirements

a. The Customer is responsible for obtaining any required legal authorizations arising out of Customer's particular use of the Products and is responsible for its compliance with applicable data protection legislation.

15. Advertising

a. The Customer must include Host's name any time it refers to the Product in writing. The Customer hereby authorizes Host to include its name in a customer list.

16. Governing Law and Jurisdiction

a. <u>Governing Law</u>: This Hosting Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to its conflicts of laws principles.

b. <u>Jurisdiction</u>: Any legal action or proceeding arising out of or related to this Hosting Agreement shall be brought exclusively in the courts of the state of Delaware, and the Parties hereby submit to the personal jurisdiction of such courts.

17. Non-Solicitation

a. For the duration of this Hosting Agreement and for the period of 12 months following its termination or expiration, neither Party shall, without the prior written consent of the other Party, actively endeavor to solicit or entice away any person employed or engaged by the other Party in the performance or administration of this Hosting Agreement.

b. If a Party breaches the foregoing obligation, the breaching party shall pay to the other Party twelve times the prior monthly base salary of the relevant person, such sum being deemed by both Parties to be fair compensation for the loss suffered as a result of the breach.

c. The provisions of this Section 17 shall not apply to any individual who can be proven to have responded to a bona fide published recruitment advertisement where the recruited person is not recruited to work for or with a party's personnel or department involved in this Agreement. Nothing in this Section 17 is intended to restrict the right of any individual to seek employment with whomsoever they wish, but is intended to provide for due compensation where such a situation occurs as a result of entering into this Agreement recognizing that loss of experienced personnel can have a serious effect upon any employer.

18. Miscellaneous

a. <u>Cooperation</u>: The Parties shall cooperate in good faith to promptly execute any necessary documents to give full effect to the terms and intent of this Hosting Agreement.

b. <u>Severability</u>: If any term or provision of this Hosting Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Hosting Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Hosting Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

c. <u>Assignment</u>: Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Host's prior written consent, which consent Host shall not

unreasonably withhold. Host may transfer this Hosting Agreement upon any merger, consolidation, or sale of all or substantially all of its assets to a third party, provided that such third party agrees to assume all of Host's obligations under this Hosting Agreement. Any purported assignment, delegation, or transfer in violation of this section is void. This Hosting Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

d. <u>Change in Terms</u>: Host reserves the right to update and amend these terms at any time, and Customer's continued use of the Hosting Services constitutes its acceptance of such terms.

e. <u>Waiver</u>: The fact that either Party fails to take action after a breach by the other Party of any of its obligations arising hereunder shall not be construed or operate as a waiver of the obligation in question or of any later breach.

f. <u>Audit</u>: Host hereby reserves the right to conduct an audit of Customer to verify compliance with the license granted herein by providing reasonable written notice. The Customer hereby agrees to cooperate with the audit in good faith, to grant Host access to all relevant information and to provide copies of relevant information on request.

g. <u>Export</u>: Customer shall not export, ship, transmit or re-export Documentation in violation of any applicable law or regulation.

h. <u>Government End Users</u>: As defined in Federal Acquisition Regulations ("FAR") Section 2.101, Department of Defense Federal Acquisition Regulations ("DFARs") Section 252.227-7014(a)(1) and DFAR Section 252.227-7014(a)(5), the computer programs included in or with the Products and the Documentation may be "commercial items," "commercial computer software" and "commercial computer software documentation," as applicable. Consistent with FAR Section 12.212 and DFAR Section 227.7202 and any successor sections, any use, modification, reproduction, release, performance, display or disclosure of such computer programs and Documentation by the United States Government shall be governed solely by the terms of this Hosting Agreement.

i. <u>Third-Party Software</u>: Certain third-party software may be provided with the Product(s) that is subject to the accompanying license(s), if any, of its respective owner(s). To the extent portions of the third party software are distributed under and subject to open source licenses obligating Host to make the source code for such portions publicly available (such as the GNU General Public License ("GPL") or the GNU Library General Public License ("LGPL")), Host will make such source code portions (including Host modifications, as appropriate) available upon request for a period of up to three years from the date of distribution. Such request can be made in writing to MailGate, LLC, Attn: General Counsel, 3209 W. Smith Valley Road, Ste 223, Greenwood, IN 46142, with a copy to legal@mailgatesc.com.

Customer may obtain a copy of the GPL at http://www.gnu.org/licenses/gpl.html, and a copy of the LGPL at http://www.gnu.org/licenses/lgpl.html.

j. Notices: All notices, demands, consents, approvals and other communications shall be sufficient if in writing and sent by email transmission (with a hard copy mailed on the same date) or registered or certified mail, return receipt requested, postage prepaid, or overnight courier service to the other party at its address set out in the Order Form or to such other superseding notice address that it has subsequently provided to other Party in writing. Each such notice shall be deemed to have been served: in the case of by hand and special delivery, when actually received; or if posted by recorded delivery shall be deemed to have been accepted on the expiry of forty eight hours after posting and on proving posting it shall be sufficient to produce a copy of the notice properly addressed with the relevant post office receipt for its dispatch by recorded delivery.

19. Entire Agreement

a. This Hosting Agreement and exhibits, along with the Order Form, in addition to any exhibits or attachments thereto, constitute the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written. In the event of a conflict between the Order Form and this Hosting Agreement, the terms of the Order Form shall control such conflicting terms. This Hosting Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Hosting Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Hosting Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

EXHIBIT A

Description of Hosting Services

The following is a list of services that Host agrees to provide to Customer as part of this Hosting Agreement, either by Host directly or through a third party contracted by Host). In the event that Host contracts a third party for any services, Customer agrees to comply with all terms and conditions of such third party:

1. Server Hosting: Host will provide server infrastructure and resources to host the Software securely and efficiently, either directly through Host or through a third party
2. Software Installation and Setup: Host will assist with the installation and initial setup of the Software on the hosting environment.
3. Data Storage and Backup: Host will provide adequate storage space to store the Software's data and perform regular backups to ensure data integrity.
4. Server Maintenance and Updates: Host will manage server maintenance tasks, including updates, security patches, and hardware maintenance, to ensure optimal performance.
5. Network Security: Host will implement and maintain appropriate network security measures to safeguard the Software and its data from unauthorized access and cyber threats.
6. Technical Support: Host will offer technical support to assist Customer with any issues related to the hosting environment and infrastructure.
7. Uptime Monitoring: Host will continuously monitor the availability and uptime of the Software, ensuring it meets the agreed-upon Service Level Agreement (SLA).
8. Scalability: Host will ensure the hosting environment is scalable to accommodate potential increases in traffic or resource demands.
9. Data Transfer: Host will manage data transfer to and from the hosting environment, ensuring secure and efficient communication.
10. Firewall Configuration: Host will set up and manage firewalls to control incoming and outgoing traffic, enhancing the security of the hosting environment.
11. Server Performance Optimization: Host will optimize server performance to ensure the Software runs smoothly and efficiently.
12. SSL Certificate: If using MailGate's domain, Host will provide and manage SSL certificates to encrypt data transmission and enhance security. If using Customer's domain, Customer is required to provide and manage SSL certificates to encrypt data transmission and enhance security.
13. Disaster Recovery: Host will implement disaster recovery measures to mitigate the impact of unexpected data loss or server failures.
14. Regular Updates and Patches: Host will keep the hosting environment up to date with the latest software updates and security patches.
15. Monitoring and Reporting: Host will monitor server performance and provide periodic reports on the Software's usage and performance metrics.

16. Downtime Mitigation: In case of planned maintenance or unexpected downtime, Host will take measures to minimize disruption to the Software's availability.

EXHIBIT B

Service Level Agreement

In the event Host provides the following services, the parties agree to the below terms.

1. **Purpose**
   a. The purpose of this SLA is to define the agreed-upon service levels and responsibilities regarding the hosting services provided by Host to Customer for the Software, as described in the Hosting Agreement between the Parties.

2. **Service Availability**
   a. <u>Target Uptime</u>: Host shall use commercially reasonable efforts to ensure that the hosting environment remains accessible and operational at least 99.9% of the time in any given calendar month ("**Target Uptime**").
   b. <u>Exclusions</u>: Downtime resulting from scheduled maintenance, emergency maintenance, force majeure events, or acts of third parties beyond the control of Host shall be excluded from the calculation of uptime.

3. **Incident Response and Resolution**
   a. <u>Incident Reporting</u>: Customer shall promptly report any service-related incidents to Host through the designated communication channel.
   b. <u>Incident Response Time</u>: Host shall acknowledge receipt of the incident report within 1 hour and provide a preliminary response within 4 hours of acknowledgment.
   c. <u>Incident Resolution Time</u>: Host shall use commercially reasonable efforts to resolve service-related incidents within 4 hours of acknowledgment.

4. **Performance Metrics**
   a. <u>Server Response Time</u>: The average server response time, measured as the time taken to respond to a request from the Software, shall be maintained at or below 90 milliseconds within the United States.
   b. <u>Server Resources</u>: Host shall ensure that server resources, including CPU, memory, and disk space, are adequately provisioned to support the Software's performance requirements.

5. **Data Backup and Restoration**
   a. <u>Data Backup</u>: Host shall perform regular backups of the Software's data to prevent data loss in the event of system failures or other unforeseen circumstances.
   b. <u>Data Restoration</u>: In the event of data loss, Host shall use commercially reasonable efforts to restore the lost data from the most recent backup available.

6. **Security**
   a. <u>Security Measures</u>: Host shall implement industry-standard security measures to protect the hosting environment and the Software from unauthorized access, data breaches, and other security threats.
   b. <u>Incident Notification</u>: In the event of a security breach or any potential security incident, Host shall promptly notify Customer and provide all relevant information.

7. **Change Management**
   a. <u>Scheduled Maintenance</u>: Host shall provide advance notice of scheduled maintenance that may result in temporary unavailability of the hosting environment.
   b. <u>Emergency Maintenance</u>: In the event of critical issues requiring immediate attention, Host may perform emergency maintenance without prior notice.

8. **Review and Reporting**
   a. <u>Quarterly Review</u>: The Parties shall conduct quarterly review meetings (or at any other frequency agreed to by the parties) to evaluate the performance of the hosting services and address any concerns or improvements.
   b. <u>SLA Report</u>: Host shall provide Customer with periodic SLA reports, including uptime statistics and incident response and resolution times.

9. **Termination of SLA**
   a. <u>Termination</u>: This SLA may be terminated by either Party in the event of a material breach of the SLA terms by the other Party, subject to the termination provisions outlined in the Hosting Agreement.