

END USER LICENSE AGREEMENT XCITIUM SECURE EMAIL GATEWAY

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS AND CONDITIONS

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE PRODUCT. THE “PRODUCT” MEANS XCITIUM’S SECURE EMAIL GATEWAY, INCLUDING ALL OF THE ELECTRONIC FILES, DOCUMENTATION, AND SOFTWARE PROVIDED THEREIN, EXCEPT AS EXPRESSLY STATED HEREIN. BY USING THE PRODUCT, OR BY CLICKING ON “I ACCEPT” BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS HEREIN, DO NOT USE THE PRODUCT, SUBSCRIBE TO OR USE THE SERVICES, OR CLICK ON “I ACCEPT”.

This end user license agreement (“Agreement”) is between the business entity you represent, (“Subscriber”) and either: Xcitium, Inc., with its principal place of business at 200 Broadacres, Second Floor, Bloomfield, New Jersey 07003, United States, hereinafter referred to as “Xcitium”.

In exchange for Subscriber's use of the Product, Subscriber agrees as follows:

1. License.

- 1.1. Grant of License. Subject to the limits herein, Xcitium grants Subscriber a non-exclusive, non-sublicensable, and revocable license to use the Product, including any documentation and files accompanying the Product, on a single network for the term of this Agreement. Subscriber shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the Product. All rights not expressly granted herein are reserved to Xcitium. This license grant shall expire at the end of the paid subscription period or at the end of the trial period.
- 1.2. Restrictions. The licenses granted herein are only valid if:
 - (i) the Product is NOT modified in any manner;
 - (ii) the Product is only installed and used in accordance with Subscriber’s network security policies;
 - (iii) Subscriber possesses the necessary authority and power to install and use the Product;
 - (iv) Subscriber promptly pays all license fees when due; and
 - (v) this Agreement is accepted without modification and has not been breached.
- 1.3. Registration. When registering the Product, Subscriber must provide accurate information and must update the registration information if it changes. Xcitium may limit Subscriber’s ability to use the Product if Subscriber fails to complete a required registration process. Subscriber may also be required to select a username and password. Maintaining the confidentiality of this password and username is Subscriber’s responsibility. Subscriber must notify Xcitium immediately of any unauthorized use of Subscriber’s account.
- 1.4. Limited License. The licenses granted herein are only for the number of computers or devices for which Subscriber has paid for the Product. Subscriber can secure additional computers by obtaining a separate license for each computer or device, which might require an additional fee. Subscriber must have a license for each computer or device that accesses or uses the Product prior to installing or using the Product.
- 1.5. Updates. Xcitium is not obligated to provide updates to the Product. If an update is provided and the update is not accompanied by an additional agreement, this Agreement applies to Subscriber’s use and installation of the update. The Product may update automatically without notice.
- 1.6. Technical Support. Xcitium is not obligated to provide technical or customer support for the Product. In the event technical or customer support is offered or included, Xcitium has a right to alter or terminate the support at any time without notice.

- 1.7. Open Source Software. The Product contains open source software ("OSS"), which is licensed to Subscriber by third parties under different licenses than this Agreement. The licenses and notices for OSS contained in the Product can be found in Schedule 1 to this Agreement. To the extent the license for an OSS component grants Subscriber rights to use, copy, or modify the component that are broader than the rights granted in this Agreement, such rights shall take precedence over the rights and restrictions granted in this Agreement solely for that OSS component.
- 1.8. Trial, Free, Evaluation, and Beta. If this Agreement pertains to a trial, free, beta, or evaluation version, the licenses granted herein terminate at the end of the trial or evaluation period or when Xcitium disables access to the Product. For a trial version of the Product if no term is agreed or specifically set forth in the documentation that Subscriber received with this Product, then the term for the licenses granted herein shall be for the term that Subscriber purchased. All trial, evaluation, and beta licenses are limited to one per customer. Generally, credit card information is required to access a free trial. However, Xcitium shall not charge Subscriber's credit card until the trial period has ended. At the end of the trial period, Xcitium may bill the credit card for the Product without further notice. Participants in a free trial are not entitled to a 30 day refund period. Subscriber's termination of this Agreement prior to the end of the free trial is required to avoid fees for the Product. Annual subscriptions expire one year from the end of the trial period. Xcitium may deny or revoke a free trial for any reason.

2. Ownership.

- 2.1. No Ownership Rights. The Product is being licensed, not sold. Xcitium retains all ownership rights in and to the Product, including any intellectual property rights therein.
- 2.2. Copyright. The Product contains material that is protected by United States and foreign intellectual property laws, including copyright, trade secret, and patent law. All rights not granted to Subscriber herein are expressly reserved by Xcitium. Subscriber may not remove any copyright or other proprietary notice of Xcitium from the Product.
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- 2.4. Submissions. Subscriber represents that it has the necessary rights and licenses to any files submitted to Xcitium for scanning. Subscriber also represents that its submission of files to Xcitium will not violate any third party rights to such files, including intellectual property rights and rights to privacy. Any communications sent to Xcitium are the property of Xcitium or its affiliates. Unless stated otherwise herein, submissions are not considered confidential, and Xcitium is not liable for any use or disclosure of a submission. Except as noted herein, and subject to applicable law, Xcitium is entitled to unrestricted use of any submissions for any purpose whatsoever without compensation to the provider of the submission.

3. Payment.

- 3.1. Xcitium Fees. If there is a free version of the Product, it may be used without payment to Xcitium. For a paid Product, Subscriber must pay the fee listed on Xcitium's website prior to using or accessing the Product or any purchase order for the Product. Free versions and paid versions of the Product are listed on xcitium.com. Xcitium may modify fees for a paid version of the Product in its sole discretion. Subscriber's failure to terminate this Agreement after a fee change is posted to Xcitium's website constitutes Subscriber's acceptance of the amended prices, which will apply upon Subscriber's renewal of the Product.
 - (i) Method of Payment. All Xcitium fees must be paid in advance. Xcitium may automatically charge the account or credit card provided for renewing subscriptions to the Product. However, Subscriber remains solely responsible for any renewal payment. If renewal payments are not made before a subscription expires, Xcitium

- may, without notice, restrict or remove Subscriber's access to the Product.
- (ii) Rejected Charges. If any charges are rejected by Subscriber's credit card issuer or account then Xcitium may deactivate Subscriber's account until payment is successfully received. Xcitium may deactivate any account that has a disputed charge until Xcitium, in its sole discretion, determines the dispute resolved.
 - (iii) Billing Issues. Subscriber shall provide Xcitium notice of any billing problems or disputes within 60 days after the charge first appears on a statement Subscriber receives from Subscriber's bank, credit card company, or other billing company. Failure to notify Xcitium of the problem within the 60 day period is Subscriber's acceptance of the charges. Xcitium is not obligated to provide a refund for any unused Product.
- 3.2. Third Party Fees. Subscriber's use of the Product in connection with a third party account may result in other fees, charged by a third party, which are separate from and in addition to fees charged by Xcitium. Subscriber agrees that other terms of use and privacy policies may apply to Subscriber's use of the Product in connection with a third party account. Xcitium is not responsible for fees charged by third parties. These fees are not charged or billed by Xcitium, and should not be paid to Xcitium.

4. Restrictions.

- 4.1. Lawful Use. The Product is solely for lawful purposes and use. Subscriber is responsible for ensuring that Subscriber's use of the Product is in accordance with this Agreement and any applicable laws, statutes, ordinances, regulations, rules and other government authority.
- 4.2. Compliance. Subscriber shall (1) not interfere or disrupt networks connected to Xcitium's services; (2) comply with all regulations, policies and procedures of networks connected to the services; (3) not use the Product to infringe the privacy or intellectual property rights of a third party; (4) not use the Product to distribute or transmit any file that contains malware, (5) not attempt to gain unauthorized access to other computer systems or mobile devices; and (6) not use the Product to transmit any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature.
- 4.3. Export. Subscriber represents that it is not located in and will not modify, export or re-export, either directly or indirectly, the Product to any country or entity under United States restrictions or to any country or entity subject to applicable trade sanctions. The United States restricted country and persons list is subject to change without notice from Xcitium, and Subscriber must comply with the list as it exists in fact. XCITIUM SHALL NOT BE LIABLE FOR SUBSCRIBER'S VIOLATION OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES LAW OR FOREIGN LAW.

5. Termination.

- 5.1. Term. This Agreement is effective for one year or as stated in any applicable purchase order, unless earlier terminated by Subscriber or by Xcitium. Subscriber may only use the paid Product during the period for which Subscriber has paid the subscription fee. The subscription may be renewed by paying an additional license fee as set forth on the Xcitium website.
- 5.2. Termination by Subscriber. For the free Product, Subscriber may terminate this Agreement at any time by removing all copies of the Product in Subscriber's possession or under Subscriber's control. The paid Product may be terminated by removing all copies of any related software and notifying Xcitium of Subscriber's intent to terminate this Agreement. Notification of termination must be sent by email to support@xcitium.com. Subscriber's termination will be effective upon Xcitium's receipt and processing of the email. Processing may take up to 24 hours. No refunds shall be given.
- 5.3. Termination by Xcitium. Xcitium may terminate this Agreement at any time by posting notice of the termination on its website or sending an email to the address provided during Subscriber's registration for the Product. Xcitium may monitor its systems for excessive consumption of network resources and may take technical or other remedies deemed necessary to prevent or eliminate any excessive consumption. If Xcitium deems Subscriber's

use to be excessive, Xcitium may, with email notice, terminate Subscriber's account or adjust the price of the Product.

- 5.4. Events Upon Termination. Upon termination, Subscriber must immediately cease using the Product and delete all copies of any related software found on Subscriber's mobile device and any backup copies made. Upon termination, Xcitium may disable further use of the Product without further notice and may delete, remove, and erase any account information, any backup data stored by Xcitium, and any other information stored or collected by Xcitium. Such deletions are in Xcitium's sole discretion and may occur without notice to Subscriber. No refunds shall be given for any reason.

6. Indemnification.

- 6.1. Indemnification. Subscriber shall indemnify (i) Xcitium, (ii) Xcitium's affiliates, and (iii) Xcitium's and its affiliate's directors, officers, employees, and agents (each an "Indemnified Person") against all liabilities, losses, expenses, or costs (including reasonable attorney's fees) (collectively "Losses") that, directly or indirectly, are based on Subscriber's breach of this Agreement, information provided by Subscriber, or Subscriber's infringement on the rights of a third party.
- 6.2. Indemnification Procedure. Xcitium shall notify Subscriber promptly of any demand for indemnification. However, Xcitium's failure to notify will not relieve Subscriber from Subscriber's indemnification obligations except to the extent that the failure to provide timely notice materially prejudices Subscriber. Subscriber may assume the defense of any action, suit, or proceeding giving rise to an indemnification obligation unless assuming the defense would result in potential conflicting interests as determined by the Indemnified Person in good faith. Subscriber may not settle any claim, action, suit or proceeding related to this Agreement unless the settlement also includes an unconditional release of all Indemnified Persons from liability.
- 6.3. Additional Liability. Subscriber's indemnification obligations are not Xcitium's sole remedy for a breach and are in addition to any other remedies Xcitium may have against Subscriber under this Agreement. Subscriber's indemnification obligations survive the termination of this Agreement.

7. Disclaimers and Limitation of Liability.

- 7.1. Internet. Subscriber acknowledges that the Product is subject to the operation and telecommunications infrastructures of the Internet and the operation of Subscriber's Internet connection services, all of which are beyond Xcitium's control.
- 7.2. Guarantee Disclaimer; Assumption of Risk. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, XCITIUM EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE PRODUCT. THIS DISCLAIMER INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW. XCITIUM DOES NOT GUARANTEE THAT 1) THE PRODUCT WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- 7.3. Damage Limitation. THE TOTAL LIABILITY OF XCITIUM AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY SUBSCRIBER FOR THE PRODUCT. SUBSCRIBER WAIVES ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WAIVER INCLUDES ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND APPLIES EVEN IF XCITIUM IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this Agreement have been breached or proven ineffective.
- 7.4. Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE PRODUCT IS AT SUBSCRIBER'S OWN RISK. SUBSCRIBER IS SOLELY

RESPONSIBLE FOR ITS USE OR POSSESSION OF SUCH DATA OR MATERIAL. XCITIUM DOES NOT ACTIVELY MONITOR ANY INFORMATION OR MATERIAL TRANSFERRED THROUGH ITS PRODUCT AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA.

- 7.5. Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of guarantee and limitations on liability herein apply to the maximum extent allowed by law.
- 7.6. Limitations on Remedy. Except for actions and claims related to a party's indemnification obligations, all actions or claims relating to this Agreement must be brought within one (1) year from the date when the cause of action occurred.

8. Privacy.

- 8.1. Privacy Policy. Xcitium shall follow the current privacy policy posted on its website at when collecting and using information from Subscriber. Xcitium may amend the privacy policy at any time by posting the amended privacy policy on its website. The Product offers its users the ability to back-up their emails on designated servers. To do this, copies of emails are held in a secure hosted facility, in a secure password-protected database. Access to backed-up email is only available by the designated administrator(s) or individual users. Administrators can only download the archived emails. If Subscriber is located in an EU member state, Subscriber's data will be stored on servers hosted in an EU member state.
- 8.2. Permissions. The Product requires analysis of email source, sender, the sending server, the recipient and hash of the email body (content is not visible), attachment type. Attachment files in emails will be checked with Xcitium antivirus when applicable. Xcitium shall receive Quarantined Emails which are detected as spam and phishing. Additionally, Xcitium shall gather statistical information about all emails. This may include: spam score of the emails after spam analysis; spam result of the emails after spam analysis; the queue id of the email analyzed; the email sender's IP; your probable spam score configuration; your certain spam score configuration; Subscriber's spam score configuration; and the hostname of the Product's instance. The categories of Permissions are provided on the Set Up Wizard User Preferences configuration screen as follows:
- i) Permit: Subscriber's spam detection configuration and logs of email sent to Subscriber (from, to, email headers etc.) are sent to Xcitium for both human and automated program analysis.
 - ii) Anonymous: Subscriber's spam detection configuration and logs of email sent to Subscriber are sent to Xcitium for both human and automated program analysis. The "from" and "to" information of the emails sent to Subscriber are not sent to Xcitium labs. Spam detection configuration and other logs of email are sent to Xcitium for both human and automated program analysis.
 - iii) None: Only Subscriber's spam detection configuration and spam score of the email sent to Subscriber are sent to Xcitium labs for both human and automated program analysis. That is, only the spam score of the email is sent to Xcitium labs for both human and automated program analysis. There is no other email information sent to Xcitium labs.
- 8.3. Disclosure. Xcitium will disclose information where required by a subpoena, interception order or other lawful process. Xcitium may also disclose information when it believes that such disclosure is necessary to protect the rights or safety of others or to enforce, or protect Xcitium's rights under this Agreement.
- 8.4. Opt Out. Subscriber may opt-out of having information used for purposes not directly related to the Product by emailing a clear notice to optout@Xcitium.com. By clicking "I ACCEPT", Subscriber affirmatively consents to receiving Xcitium's and its affiliates' promotional material.

9. Miscellaneous.

- 9.1. Notices. All questions, notices, demands, or requests to Xcitium with respect to this Agreement shall be made in English writing to: Xcitium, Inc., 200 Broadacres. Second Floor, Bloomfield, New Jersey 07003. All notices to Subscriber shall be made by posting the notice on the Xcitium website.

- 9.2. Entire Agreement. This Agreement, along with the attached schedules and any documents referred to herein, is the entire agreement between the parties with respect to the subject matter, superseding all other agreements that may exist with respect to the subject matter. Section headings are for reference and convenience only and are not part of the interpretation of this Agreement.
- 9.3. Modifications. Xcitium may amend or discontinue the Product offered under this Agreement in its sole discretion, including modifying renewal license fees, availability, equipment and software requirements, and limiting or restricting use of Product. Xcitium may amend this Agreement to the extent allowed by law. Xcitium will give Subscriber notice of these amendments by posting the modified agreement to its website. Subscriber must periodically visit Xcitium's website to be aware of any changes. Continued use of a Product after an amendment constitutes Subscriber's acceptance of the change.
- 9.4. Waiver. A party's failure to enforce a provision of this Agreement does not waive the party's right to enforce the same provision later or right to enforce any other provision of this Agreement. To be effective, all waivers must be both in writing and signed by the party benefiting from the waived provision.
- 9.5. Force Majeure and Internet Frailties. Other than for payment obligations by Subscriber, neither party will be liable for a delay or failure to perform an obligation to the extent that the delay or failure is caused by an occurrence beyond the party's reasonable control. Each party acknowledges that the operation of the Internet is beyond the other party's reasonable control, and neither party will be liable for a delay or failure caused by an interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or other such transmission failure.
- 9.6. Governing Law. Any disputes related to the Product shall be governed by and construed in accordance with the laws of the state of New Jersey. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement and are specifically excluded.
- 9.7. Arbitration. Subscriber agrees that any dispute, claim or controversy arising out of this Agreement shall be determined by binding arbitration. To the extent permitted by law, before Subscriber may begin arbitration with respect to a dispute involving any aspect of this Agreement, Subscriber shall notify Xcitium, and any other party to the dispute for the purpose of seeking dispute resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following:
- (i) Any unresolved dispute arising under the terms of this Agreement shall be decided by arbitration conducted through the services of the American Arbitration Association (hereinafter referred to as the "AAA").
 - (ii) Notice of demand for an arbitration hearing shall be in writing and properly served upon the parties to this Agreement. Arbitration hearings shall be held in the state of New Jersey at a location mutually agreeable to the parties.
 - (iii) There shall be one Arbitrator to hear the matter. The parties shall initially agree to a panel of 3 possible Arbitrators to hear the matter and each party shall have the opportunity to name one Arbitrator to be dropped from the panel until one remains. The party giving notice of the Arbitration demand shall be first to indicate its selection.
 - (iv) All costs of the Arbitration and the AAA shall be borne equally by both parties to this Agreement, regardless of the final decision. The defaulting party as determined by the Arbitrator, shall pay all other costs and expenses, including reasonable attorney's fees, incurred by the party in enforcing its rights under this Agreement.
- 9.8. Assignment. Subscriber may not assign any of its rights or obligations under this Agreement, whether by merger, consolidation, operation of law, or any other manner, without the prior written consent of Xcitium. For purposes of this section only, a change in control is deemed an assignment. Any transfer without consent is void. To the extent allowed by law, Xcitium may assign its rights and obligations without Subscriber's consent.
- 9.9. Severability. Any provision held invalid or unenforceable will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of this Agreement remains valid and enforceable.

- 9.10. Survival. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of this Agreement.
- 9.11. Rights of Third Parties. There are no third party beneficiaries under this Agreement.

ACCEPTANCE

BY CLICKING "I ACCEPT" BELOW, SUBSCRIBER AGREES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND THAT IT WILL BE BOUND BY AND COMPLY WITH ALL OF ITS TERMS. DO NOT CLICK THE "I ACCEPT" BUTTON IF SUBSCRIBER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT.

SCHEDULE 1 Open Source Software

Open source software may be used to provide the Product and is provided under other licenses and/or has source available from other locations. Subscriber agrees that any copies of third party software shall contain the same copyright and proprietary notices that appear in the Product.

Copies of the following licenses can be found at the following locations:

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GNU General Public License version 2 ("GPLv2")	http://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html
GNU General Public License version 3 ("GPLv3")	https://www.gnu.org/licenses/gpl-3.0.en.html
GNU Lesser General Public License version 2.1 ("LGPLv2.1")	https://www.gnu.org/licenses/old-licenses/lgpl-2.1.en.html
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The following applies to **glib**:

The MIT License (MIT)

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The following applies to **hiredis**:

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The following applies to **esmtplib**:

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