

AGARI SUBSCRIPTION CERTIFICATE TERMS

The Subscription Certificate Terms (this “Agreement”) applies to your purchase of a subscription to the Services (as defined below) from Agari Data, Inc. (“Agari”) through InfoTrust, an Agari authorized reseller (“InfoTrust”). The terms “You”, “Your” or “Subscriber” refer to the person or entity named on the InfoTrust customer agreement and accepted by Agari as a customer in accordance with the Strategic Sales Agreement between Agari and InfoTrust dated January 24, 2016.

This Agreement is a legal agreement by and between You and Agari, the terms of which may be incorporated into the InfoTrust customer agreement. If you have a manually executed a Subscription Contract with Agari for the Agari Services identified herein, the terms and conditions of such agreement apply to such Services, and this Agreement does not apply.

NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS SUBSCRIBER MAY REFERENCE OR PROVIDE, AGARI’S OFFER OR ACCEPTANCE (AS APPLICABLE) TO ENTER INTO AN AGREEMENT WITH SUBSCRIBER WITH RESPECT TO THE SUBSCRIPTION SERVICES CONTEMPLATED HEREBY, AND SUBSCRIBER’S ACCESS TO AND USE OF THE SERVICE, ARE EXPRESSLY LIMITED TO THIS AGREEMENT AND THE APPLICABLE ADDENDA, AND IS CONDITIONED ON SUBSCRIBER’S ASSENT HERETO.

1 Definitions

1.1 “Affiliate” means an entity controlling, controlled by or under common control with Agari or Subscriber, where the root word “control” means (i) owning fifty percent or more of an entity’s voting securities, partnership interests, membership interests or the like; (ii) having the right to appoint fifty percent or more of an entity’s Board of Directors or similar governing body; or (iii) having the right to fifty percent or more of the profits of an entity or fifty percent or more of the assets of an entity upon dissolution.

1.2 “Confidential Information” means all proprietary, secret, personally identifiable information or confidential information that is disclosed or otherwise supplied in confidence by either party. Confidential Information does not include any information that the Receiving Party can establish: (i) was known to Receiving party prior to receiving the same from the Disclosing party, free of any restrictions and in connection with this Agreement; (ii) is independently developed by Receiving party without reference to Disclosing party’s Confidential Information; (iii) is acquired by Receiving party from another source without restriction as to use or disclosure; or (iv) is or becomes part of the public domain through no fault or action of Receiving party.

1.3 “Service Order” means the order issued by Subscriber for the Services, on InfoTrust’s or Agari’s form or a similar document, and subject to the terms and conditions set forth in this Agreement.

1.4 “Service Provider Reports” means the non-authenticated data and other information provided to Agari, whether directly or by Subscriber or a service provider on behalf of Subscriber.

1.5 “Subscription Duration” is defined in the applicable Service Order, and starts on the Subscription Start Date.

1.6 “Subscription Service” or “Service” means the email security, governance, brand protection, and/or anti-phishing functionality to be provided by Agari under this Agreement (as more specifically set forth in a Service Order and the applicable Addenda).

1.7 “Subscription Start Date” is defined in the applicable Service Order.

2 Service Terms

Subscriber and Agari hereby agree to comply with the terms and conditions of this Agreement and each addendum attached hereto which is applicable to the Service(s) being procured as set forth in the Service Order (“Addendum”). The terms and conditions of each such applicable Addendum is hereby incorporated into this Agreement by this reference.

3 Ownership. Grant of Rights

3.1 No Intellectual Property Assignment. Agari owns all right, title and interest in and to all versions of the Service and all data related to the Service, and the development, creation, and delivery thereof, including, without limitation, any patents, copyrights, service marks, trademarks, trade secrets, and other intellectual property rights therein, and nothing in this Agreement shall be deemed to constitute a transfer or assignment of any such rights. Agari shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate in the Service any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber relating to the Service (“Feedback”). In no event shall Feedback be deemed to be Subscriber Confidential Information.

3.2 Subscription Service. Subject to the terms and conditions of this Agreement, Agari grants to Subscriber, a temporary, limited, non-exclusive, non-transferable, worldwide license to access and use the Service. The foregoing license is extended to Subscriber Affiliates subject to the limitations in each Service Order and the applicable Addenda, provided that Subscriber shall cause its Affiliates to comply



with the terms and conditions of this Agreement and Subscriber remains liable for any breach. The Service will be deemed accepted upon delivery of the access information.

3.3 **Restrictions.** Subscriber must strictly comply with the terms and conditions of this Agreement including, without limitation, the following: (a) Subscriber may use the Service for Subscriber's and its Affiliates' own internal business purposes and shall not outsource, sublicense, resell, lease, transfer or otherwise allow use of the Service for the benefit of any third party; and (b) Subscriber shall not (i) create derivative works based on the Service, or cause or permit others to; (ii) modify, reverse engineer, translate, disassemble, or decompile the Service, or cause or permit others to; (iii) access the Service in order to build a competitive product or service; or (iv) access the Service in order to infringe or misappropriate any intellectual property included in the Service. Any conduct by Subscriber that in Agari's discretion restricts or inhibits any other Agari subscriber from using or enjoying the Service is expressly prohibited. Subscriber will promptly notify Agari of any unauthorized access or use of the Service.

4 **Payment of Fees.** The payment of fees in accordance with a Service Order, and the related payment terms, are solely between InfoTrust and Subscriber. Fees paid are nonrefundable, except as otherwise expressly stated in this Agreement. In the event of a conflict in terms between this Section 4 and an applicable Service Order, the applicable terms of such Service Order shall prevail. Agari may suspend or terminate Subscriber's access to the Services for material breaches of this Agreement, for nonpayment of fees, and at the request of InfoTrust.

5 Term and Termination

5.1 **Term.** This Agreement commences on the Effective Date and shall continue until the expiration of all Service Orders under this Agreement, unless earlier terminated as described below.

5.2 **Term and Termination of the Agreement.** This Agreement may be terminated for convenience by either party upon no less than ninety (90) days' prior written notice to the other, except that the Agreement shall remain in effect past such termination for the remaining term of any Service Order already in effect at the time of the notice.

5.3 **Term of a Service Order.** The initial term of a Service Order shall start on its Subscription Start Date, as indicated in such Service Order, and ends on the last day of its Subscription Duration. A Service Order shall automatically renew for subsequent terms equal to the Subscription Duration unless either party notifies the other in writing of its intent not to renew at least ninety (90) days prior to the expiration of the then current term.

5.4 **Termination for Breach/Insolvency.** Either party may immediately terminate this Agreement and all Service Orders for material breach of this Agreement by the other party if such breach is not cured within thirty (30) days after written notice thereof. Either party may immediately terminate a Service Order for material breach by the other party of the specific terms of such Service Order if such breach is not cured within thirty (30) days after written notice thereof. Either party may terminate this Agreement and all Service Orders upon notice to the other if the other party ceases to conduct business in the ordinary course without a successor.

5.5 **Consequences of Termination.** Immediately upon termination of this Agreement or a particular Service Order(s), (a) the licenses granted to either party shall immediately terminate; (b) upon written request, each party shall destroy or return to the other party any and all Confidential Information received from the other party; and (c) Subscriber shall cease to use the Service and Agari shall cease hosting the Service for access by Subscriber. If only one or more Service Orders are terminated but the Agreement and other Service Orders remain in effect, the foregoing shall only apply with respect to the Service Order(s) being terminated. Termination shall not relieve Subscriber's obligation to pay all undisputed charges accrued before the effective date of termination. The parties' rights and obligations under this Section 5, and under Sections 3.1 (No Intellectual Property Assignment), 3.3 (Restrictions), Section 6.2 (Disclaimer), Section 7 (Indemnification), 8 (Limitation of liability), 9 (Confidentiality), 10 (Governing law and jurisdiction), and 11 (General provisions) shall survive.

6 Disclaimer of Warranties.

6.1 **DISCLAIMER.** AGARI DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE FUNCTIONS PERFORMED BY THE SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SERVICE WILL BE CORRECTED. AGARI DOES NOT MAKE ANY REPRESENTATION OR WARRANTIES REGARDING THE DATA PROVIDED AS PART OF THE SERVICE. SUCH DATA IS FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT BE ACCURATE OR RELIABLE. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY AGARI, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. AGARI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. AGARI DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. AGARI CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, SUBSCRIBER SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY UPLOAD AND DOWNLOAD TO AND FROM THE SERVICE.

7 Indemnification

7.1 **Subscriber Indemnity.** Subscriber will defend Agari, its Affiliates, service providers and licensors, and their respective directors, officers, employees and agents ("Indemnified Party"), from and against any third party claims arising out of or related to any Service Provider Reports or other Subscriber content posted, stored or otherwise transmitted on or through the Service, including any claims that

such content violates the intellectual property or other rights of, or has otherwise harmed, a third party, and Subscriber shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Subscriber.

7.2 **Procedure.** Subscriber's obligations under this Section 7 are subject to the following obligations of the Indemnified Party. The Indemnified Party shall give prompt written notice of the claim to the Indemnified Party. The Indemnified Party shall have sole control of the defense and settlement of the claim, provided that it may not settle a claim that does not provide for a full release of the Indemnified Party, without the Indemnified Party's advance written consent. The Indemnified Party shall give the Indemnified Party reasonable assistance in defense of claims. This Section 7 states the Indemnified Party's entire liability and the Indemnified Party's sole and exclusive remedy for claims covered by this indemnity.

8 **LIMITATION OF LIABILITY.** IN NO EVENT WILL AGARI, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT, INCLUDING USE OF OR INABILITY TO USE THE SERVICE, OR ANY MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY SUBSCRIBER ON ANY INFORMATION OBTAINED FROM AGARI, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO AGARI'S RECORDS, PROGRAMS OR SERVICE. OTHER THAN WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7, IN NO EVENT SHALL AGARI'S LIABILITY AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY SUBSCRIBER IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM.

9 **Confidentiality.** The Disclosing Party reserves any and all right, title and interest that it may have in or to any Confidential Information that it may disclose to Receiving Party under this Agreement. Receiving Party will protect Confidential Information of Disclosing Party against any unauthorized use or disclosure to the same extent that it protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event less than a reasonable standard of care. Subscriber will use any Agari Confidential Information solely for the purposes for which it is provided by Agari. This paragraph will not be interpreted or construed to prohibit any use or disclosure of Agari Confidential Information to the extent: (a) necessary or appropriate in connection with Subscriber's performance of its obligations under this Agreement; or (b) required to be disclosed by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that Subscriber uses reasonable efforts to give Agari reasonable advance notice thereof (e.g., so as to afford the disclosing party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure).

10 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of California without regard to its conflict of law principles. The losing party in any dispute shall pay all court costs, expenses and reasonable attorneys' fees of the prevailing party.

11 **General Provisions.** The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint ventures, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party. This Agreement, together with each Addendum and the Service Orders, contains the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in writing. In the event of a conflict between the terms in a Service Order and the Agreement, the terms contained in this Agreement shall control. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect. Neither party shall assign any of its rights or obligations hereunder without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign its rights and obligations hereunder to an Affiliate and/or to its successor pursuant to a merger, consolidation or sale of substantially all of its assets related to this Agreement, provided it promptly notifies the non-assigning party in writing of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than fees due hereunder) caused by reasons beyond its reasonable control, including acts of God, war, terrorism, strikes, failure of suppliers, fires, floods, earthquakes or other force majeure. The use of the Service is subject to U.S. export control laws and may be subject to similar regulations in other countries and Subscriber agrees to comply with all such laws. Any notice given under this Agreement shall be in writing and shall be effective (i) upon receipt if (a) delivered by hand or (b) sent via overnight mail by a nationally recognized express delivery service; or (ii) three (3) days after deposit in the U.S. mails, postage prepaid, certified mail return receipt requested, when addressed to the address set forth above.

CUSTOMER PROTECT ADDENDUM TO SUBSCRIPTION AGREEMENT

THIS CUSTOMER PROTECT ADDENDUM SETS FORTH TERMS AND CONDITIONS THAT ARE SPECIFIC TO AGARI'S CUSTOMER PROTECT SERVICE OFFERING ("ADDENDUM"). THESE TERMS ARE IN ADDITION TO THE STANDARD TERMS SET FORTH IN THE SUBSCRIPTION CERTIFICATE TERMS ("AGREEMENT") BY AND BETWEEN AGARI AND SUBSCRIBER TO WHICH THEY ARE ATTACHED. IN THE EVENT OF ANY CONFLICT BETWEEN THE STANDARD TERMS OF THE AGREEMENT AND THIS ADDENDUM, THE RELEVANT TERMS OF THIS ADDENDUM SHALL PREVAIL SOLELY AS TO SUBSCRIBER'S ACCESS TO AND USE OF CUSTOMER PROTECT. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS SUBSCRIBER MAY REFERENCE OR PROVIDE, AGARI'S OFFER OR ACCEPTANCE (AS APPLICABLE) TO ENTER INTO AN AGREEMENT WITH SUBSCRIBER WITH RESPECT TO CUSTOMER PROTECT, AND SUBSCRIBER'S ACCESS TO AND USE OF CUSTOMER PROTECT, ARE EXPRESSLY LIMITED TO THE AGREEMENT AND THIS ADDENDUM AND IS CONDITIONED ON SUBSCRIBER'S ASSENT HERETO.

1. Customer Protect Service.

1.1 Overview. For Agari's Customer Protect offering, the "Service" as described in the applicable service order. Capitalized terms used, but not defined herein, have the meaning set forth in the Agreement.**1.2 Subscription Service.** Agari shall host the Service, in compliance with the service level agreement attached hereto as Appendix 1, during the Subscription Duration for the Service and any renewals thereof.**2. Data Security Analytics.** Subscriber acknowledges that Agari requires access to emails related to Subscriber's domains that fail authentication and derives and generates data relating to such emails ("Authentication Failure Data") in order to provide the Service and Agari may compile, aggregate, publish, use and share anonymized summaries of such Authentication Failure Data both during and after the term to determine and report

2.1 Service usage patterns, to analyze and report security related issues and trends, and to improve upon and create new products and service offerings. Subscriber further acknowledges that Agari may license and provide such data (excluding Subscriber Confidential Information and any personally identifiable information (if any is actually received)) to Agari's licensees for their internal use in doing the same, both during and after the term of this Agreement. For clarity, no Subscriber Confidential Information will be disclosed, published or shared with any third party and no personally identifiable information is to be provided or received by Agari in connection with its provision of the Service. To the extent Subscriber may have any rights in or to any Authentication Failure Data, Subscriber hereby provides Agari a perpetual, royalty-free license to do all of the foregoing. This Section 2 will survive the expiration or termination of the Agreement.

ENTERPRISE PROTECT ADDENDUM TO SUBSCRIPTION AGREEMENT

THIS ENTERPRISE PROTECT ADDENDUM SETS FORTH TERMS AND CONDITIONS THAT ARE SPECIFIC TO AGARI'S ENTERPRISE PROTECT SERVICE OFFERING ("ADDENDUM"). THESE TERMS ARE IN ADDITION TO THE STANDARD TERMS SET FORTH IN THE SUBSCRIPTION CERTIFICATE TERMS ("AGREEMENT") BY AND BETWEEN AGARI AND SUBSCRIBER TO WHICH THEY ARE ATTACHED. IN THE EVENT OF ANY CONFLICT BETWEEN THE STANDARD TERMS OF THE AGREEMENT AND THIS ADDENDUM, THE RELEVANT TERMS OF THIS ADDENDUM SHALL PREVAIL SOLELY AS TO SUBSCRIBER'S ACCESS TO AND USE OF ENTERPRISE PROTECT. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS SUBSCRIBER MAY REFERENCE OR PROVIDE, AGARI'S OFFER OR ACCEPTANCE (AS APPLICABLE) TO ENTER INTO AN AGREEMENT WITH SUBSCRIBER WITH RESPECT TO ENTERPRISE PROTECT, AND SUBSCRIBER'S ACCESS TO AND USE OF ENTERPRISE PROTECT, ARE EXPRESSLY LIMITED TO THE AGREEMENT AND THIS ADDENDUM AND IS CONDITIONED ON SUBSCRIBER'S ASSENT HERETO.

1. Enterprise Protect Service. For Agari's Enterprise Protect offering, the "Service" means collectively: (a) Agari's hosted email anti-phishing functionality ("Hosted Analytics Functionality"); and (b) the related on-premises collector software (and any updates thereto) made available by Agari for installation by Subscriber ("Collector Software") to enable Subscriber's provision of email information for anti-phishing processing. Subscriber acknowledges that Agari must be provided with and may use certain email information (e.g., metadata, envelope from and to, subject line, SMTP message ID) for emails received through Subscriber's email gateway(s) in order to provide the Service and to improve upon the Service and data security offerings. Such information and installation requirements for the Collector Software are further described in the Enterprise Protect documentation. All provisions of the Agreement applicable to the "Service" shall apply to the "Collector Software," unless otherwise specifically stated in this Addendum. Capitalized terms used, but not defined herein, have the meaning set forth in the Agreement.

2. Additional Grant of Rights.

2.1 Subscription Service. The licenses granted to the Service under Section 3.2 of the Agreement shall apply only to the Hosted Analytics Functionality. The Collector Software is licensed pursuant to Section 2.2 of this Addendum. For clarity, the No Intellectual Property Assignment and Restrictions provisions of the Agreement apply to all components of the Service.

2.2 Collector Software. Subject to the terms and conditions of the Agreement, Agari grants to Subscriber, a temporary, limited, non-exclusive, non-transferable, worldwide license (without the right to sublicense) to permit those individuals authorized by Subscriber to install, use, execute and display the Collector Software, in executable object code format only, solely for Subscriber's use for the Service. Subscriber shall not make the Collector Software available to any third party. Any updates, future releases or other addition to functionality of the Collector Software shall be subject to the terms of this Agreement, unless Agari expressly states otherwise. For clarity, the Collector Software is Agari's Confidential Information.

3. Additional Consequences of Termination. In addition to the consequences set forth in the Agreement, immediately upon termination of this Agreement or a particular Service Order(s) Subscriber shall destroy any and all copies of the Collector Software in its possession or control and the parties' rights and obligations under Sections 3 and 4 of this Addendum shall survive.

4. Indemnification. Agari will have no obligation with respect to any infringement claim based upon: (a) any use of the Collector Software not in accordance with the Agreement or for purposes not intended by Agari; (b) any use of the Collector Software in combination with other products, equipment, software, or data not supplied by Agari; (c) any use of any release of the Collector Software other than the most current release made available to Subscriber; or (d) any modification of the Collector Software by any person other than Agari.

APPENDIX 1: CUSTOMER PROTECT SLA

1. Standard Terms Applicable to each SLA

a. **Definitions.** For purposes of this Appendix 1, the following definitions will apply:

- i. "Scheduled Maintenance Window" means the window during which weekly scheduled maintenance of the Service may be performed. The Scheduled Maintenance Window is between the hours of Friday 9:00 p.m. to Saturday 5:00 a.m. Pacific time.
- ii. "Emergency Maintenance" means any time outside of Scheduled Maintenance Window that Agari is required to apply urgent patches or fixes, or undertake other urgent maintenance activities. If Emergency Maintenance is required, Agari will contact Subscriber and provide the expected start time and the planned duration of the Emergency Maintenance and if Agari expects the Agari service to be unavailable during the Emergency Maintenance.
- iii. "System Availability" means the percentage of total time during which the Service is available to Subscriber, excluding the Scheduled Maintenance Window and Emergency Maintenance. "Available" in this context means Subscriber may log in, view data, create reports, modify settings and similar, for substantially all licensed components.

b. Service Credits

- i. "Service Credit" means the percentage of the Calculated Monthly Subscription Fees paid or payable for the Service that is awarded to Subscriber for a validated claim associated with that portion of the Service related to breach of the applicable SLA during that month. The "Calculated Monthly Subscription Fee" is defined as Subscriber's annual subscription fee for the Service divided by 12. For example, if the annual subscription fee for the Service is \$120,000, then the Calculated Monthly Subscription Fee is \$10,000.
- ii. In any given month Subscriber shall in no event be entitled to receive a credit that exceeds 100% of its Calculated Monthly Subscription Fee for the nonconforming Agari service.
- iii. Any Service Credits earned by Subscriber hereunder will be applied to the fees owed by Subscriber for the next Service subscription period. Service Credits earned by Subscriber hereunder will be applied against amounts due for any extension term that is mutually agreed upon by the parties in writing before the expiration or termination of the Agreement. If Service Credits cannot be applied to future Subscription Fees because the Agreement has terminated due to Agari's breach of the Agreement, or because the parties have not extended the term of the Agreement, Agari will promptly pay Subscriber the amount of the Service Credit.

c. SLA Claims

- i. Subscriber must notify Agari customer support within five (5) business days from the date of the incident that causes Subscriber to first believe it is entitled to receive a remedy under any one of the SLAs set forth below. If requested by Agari, Subscriber will provide Agari sustaining documentation for analysis. Failure to comply with these reporting requirements forfeits Subscriber's right to receive a remedy in connection with an SLA.
- ii. For all claims subject to validation by Agari, Agari will use log files, database records, audit logs, and any other information available to validate claims and make a good faith judgment on the applicability of SLAs to said incident. Agari shall make information used to validate an SLA claim available for auditing by Subscriber at Subscriber's request.
- iii. In the event that more than one aspect of the Service is affected by the same root cause, the single SLA applicable to the Service of Subscriber's choosing may be claimed and no other claim will be validated or otherwise allowed for that event.
- iv. Notwithstanding anything to the contrary in the Agreement, except for gross negligence or willful misconduct, the remedies set forth herein represent Subscriber's sole and exclusive remedy for Agari's breach of the SLAs defined in this Appendix 1.

d. Exclusions

- i. Subscriber shall not have any remedies under any SLA to the extent any SLA claim is due to: (1) use of the Service outside the scope described in the Agreement; (2) Subscriber equipment and/or third party software,

hardware or network infrastructure outside of Agari’s data center and/or not under the direct control of Agari; (3) failure of Subscriber to meet the configuration requirements for Subscriber equipment set forth in the documentation provided by Agari for the Service; or (4) a force majeure event (as described in the “General Provisions” section of the Agreement).

2. CUSTOMER PROTECT SLAs. The following SLAs apply to the Service:

a. Dashboard Availability SLA.

- i. Agari will provide at least 99.95% System Availability for the Service portal during each calendar month, excluding any Scheduled Maintenance Windows and Emergency Maintenance.
- ii. **Remedy.** If the System Availability is less than 99.95%, and if Subscriber has fulfilled all of its obligations under the Agreement and Section 1(c) of this Appendix 1, Agari will provide Subscriber with a Service Credit for the month in which the failure to meet the Dashboard Availability SLA has occurred. The Service Credit will be calculated in accordance with the table below.

% of Service Availability per Calendar Month	Service Credit
< 99.95%	25%
< 99.0%	50%
< 98.0%	100%

b. Support SLA

- i. Support tickets for the Service filed by or on behalf of the Subscriber will be addressed by Agari as follows:

Type	Priority	Response Time
General support questions regarding issues with data or settings in the Service.	3	in 4 business hours
General Information requests	4	in 2 business days
Requests for Service enhancements	4	in 10 business days

As the Service is not in the email flow and thus there is no impact to business continuity in the unlikely event of an outage the following priority level incidents do not apply, but are listed here for informational purposes only (and impose no obligations on Agari), as they may apply to other Agari services if the parties enter into a separate agreement for such services:

- 1. All mail flow stopped or all mail service severely degraded due to the Agari service: Within 1 hour of Agari being notified (Priority 1 issue)
- 2. Mail flow delayed or degraded due to the Agari service: Within 4 hours of Agari being notified (Priority 2 issue)

Business hours are subject to change, but are currently from 9:00a British Time to 6:00p Pacific time, Monday through Friday with the exception of holidays. In the event a holiday occurs in the United Kingdom but not in the United States (or vice-versa), business hours will be either 9:00a to 6:00p British Time or 8:00a to 6:00p Pacific Time.