

## ACCELLION SOLUTIONS LICENSE AGREEMENT-GOVERNMENT CONTRACTS

THIS ACCELLION SOLUTIONS LICENSE AGREEMENT (THE “AGREEMENT”) APPLIES TO THE USE OF ANY SOFTWARE PROVIDED DIRECTLY OR INDIRECTLY BY ACCELLION, INC. (“ACCELLION”), A DELAWARE CORPORATION WITH A PLACE OF BUSINESS AT 1804 EMBARCADERO PLACE, SUITE 200, PALO ALTO, CA 94303. THIS AGREEMENT SHALL BE ATTACHED AND/OR MADE PART OF ANY GSA SCHEDULE CONTRACT AND APPLICABLE TO A GSACUSTOMER PURCHASE ORDER. THE GSA CUSTOMER IS REFERRED TO HEREIN AS “CUSTOMER”.

### 1. Accellion Software; Ordering.

1.1 Accellion Software. Accellion licenses its software products on a subscription basis. Software is made available as a software-only (or “virtual”) solution, as a hosted solution, or on a physical appliance. Customer’s rights to use Accellion software apply only to the Accellion software licensed under an Order (defined below).

1.2 Order Process. Orders for Accellion software and services may be made online, through written GSA Customer Purchase Orders placed directly with Accellion, or through an Accellion authorized reseller (“*Channel Partner*”). A GSA Customer Purchase Order becomes part of the GSA Schedule Contract to which this Agreement applies upon acceptance by Accellion or a Channel Partner (the accepted order referred to as the “*Order*”). The terms of this Agreement regarding the contractual obligations between the Customer and Accellion are not modified by any prime contract. Prime contract commitments are between the Customer and the prime contractor.

1.3 Delivery. For downloadable versions of the Accellion software, Customer may download the software from a link provided by Accellion. For hosted versions of the Accellion Solution, access shall be provided through a password-protected web interface. Delivery occurs when such link or access is made available to Customer. Acceptance occurs upon delivery.

### 2. Applicable Terms.

2.1 Trial Versions. If Customer has ordered or downloaded a trial version of Accellion software, then the provisions of Sections 4.2, 5, 6.3, 8.1, 8.3, 9.2, 9.3, 9.4 and 12.2 shall not apply during the trial.

2.2 Accounts for Web Orders. This Section 2.3 applies to Orders placed online with Accellion. Customer represents that the account information provided upon registration (“*Account Info*”) is accurate, current and complete and that it will maintain Account Info current at all times. Customer is solely liable for use of and access to the account and Accellion shall not have any liability to Customer for unauthorized access or use of the account. Account Info is protected by Accellion’s Privacy Policy Attached hereto as Exhibit D. If an employee, agent, consultant and/or independent contractor (collectively referred to as “personnel,” hereinafter) of Customer sets up an account using an email address with an email domain of an Accellion Solutions licensee (e.g. where such agent consultant and/or independent contractor’s employer is already an Accellion Solutions licensee), then Customer consents to Accellion’s disclosure of Customer’s usage information to such party.

3. Definitions. Unless otherwise specified, capitalized terms used in this Agreement will have the meanings attributed to them in this Section 3.

“*Accellion Solution*” means the object code versions of the Accellion software identified on an Order and includes related Server Software, Client Software, Updates, and Documentation, but does not include Open Source Software, which is provided pursuant to Section 4.5.

“*Client Software*” means the object code versions of the desktop client software for the licensed Accellion Solution.

“**Designated User**” means the number of users for whom Customer has purchased rights to use the Accellion Solution, as set forth on the applicable Order, plus any additional True-Up Users added pursuant to Section 6.3 below. Designated Users may consist of: (i) Customer’s personnel, and (ii) individual representatives of vendors and/or service providers of Customer.

“**Documentation**” means Accellion’s standard written materials and specifications for the Accellion Solution licensed by Customer.

“**Effective Date**” means (i) for Orders submitted to Accellion, the date that Accellion accepts the Order; or (ii) for orders submitted to a Channel Partner, the date Accellion makes the software available to Customer for download or, for software provided on a physical appliance, the date of shipment.

“**Hardware**” means computer equipment, if any, purchased from Accellion by Customer.

“**Hosted Services**” means the remote access and use of a hosted version of the Accellion Solution as hosted by Accellion, excluding Web Orders.

“**License Term**” means the subscription period for use of the Accellion Solution, as identified on the applicable Order. Each renewal is a separate License Term, subject to the execution of a new Order. For trial versions, the License Term period shall be for the period of forty-five (45) days unless otherwise indicated by Accellion in an applicable Order.

“**Maintenance Support Services**” means the support services provided by Accellion to Customer in accordance with the applicable Maintenance Support Policy as described in Section 5.

“**Release**” means a version of the Accellion Solution for which Accellion charges a separate fee and which shall require the execution of a new or modified GSA Customer Purchase Order.

“**Server Software**” means the object code server software versions of the Accellion Solution, as identified on the applicable Order.

“**Update**” means additions, upgrades, or modifications to the Accellion Solution. Updates do not include Releases.

#### **4. License Terms.**

4.1 License Grant. Subject to the terms and conditions of this Agreement, Accellion hereby grants to Customer during the License Term, a non-exclusive, non-transferable and non-sublicenseable license to: (a) install and use the Client Software on supported environments for up to the number of Designated Users; and (b) use, access, and for Accellion Solutions not hosted by Accellion, copy the Server Software on supported environments for up to the number of copies identified on the Order for Customer’s internal government purposes.

#### 4.2 Hosting.

(a) By Accellion. If Hosted Services are ordered by Customer, they are provided pursuant to the terms of Exhibit A.

(b) By Customer’s Outsourced Provider. For virtual versions of the Accellion Solution and versions provided with Hardware, if Customer elects to engage its own outsourcing provider (each a “**Outsourced Provider**”), then: (i) Customer may sublicense to Outsourced Provider the right to install and operate the Accellion Solution in the form as provided by Accellion, solely for the benefit of Customer and subject to the terms and conditions of this

Agreement; (ii) Customer shall be liable for any acts or omissions of Outsourced Provider in violation of this Agreement; and (iii) Customer shall identify in writing to Accellion a single point of contact at Outsourced Provider for any maintenance and technical support matters.

4.3 **License Restrictions.** Customer shall not copy the Accellion Solution except to make a reasonable number of copies for the purposes of security back-up, relocation or disaster recovery; provided, however, that Customer may make and use the number of copies of Client Software that it deems appropriate unless the number of copies of Client Software is restricted as set forth on the applicable Order. The Accellion Solution may not be modified, disclosed, reverse-engineered, disassembled, or decompiled except and to the extent allowed by federal law. Customer shall not transfer, sell, license, sublicense, outsource (except to an Outsourced Provider as provided in 4.2(b) above), rent or lease the Accellion Solution or use it for service bureau or other third-party use. Customer is solely responsible and liable for the use of and access to the Accellion Solution by Designated Users and for all files and data transmitted, shared, or stored using the Accellion Solution. Customer acknowledges and agrees that the licenses granted herein are neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Accellion with respect to future functionality or features.

4.4 **Ownership.** All right, title, and interest, including without limitation all intellectual property rights, in and to the Accellion Solution are the sole and exclusive property of Accellion and its licensors. Customer shall not remove, and shall reproduce on any permitted copies, all proprietary, copyright, trademark and trade secret notices contained in or placed upon the Accellion Solution. Customer will take reasonable precautions (including the precautions used for Customer's own confidential information) to prevent the unauthorized use or disclosure of the Accellion Solution, the Documentation, or the results of any performance or benchmark tests of the Accellion Solution. Customer will not allow the Software or any performance or benchmark test results to be made available to any third party (except for Customer's third party personnel with a need to know) unless Accellion approves that disclosure.

4.5 **Open Source Software.** Customer agrees that any software or materials which may be made available by Accellion, or otherwise obtained or used by Customer, subject to an open source license or other open source terms ("***Open Source Software***") are not part of the Accellion Solution. Open Source Software is list in Exhibit B. 5. **Maintenance Support Services.** Except for Web Orders, the Accellion Solution is provided with Standard maintenance under the terms set forth in Exhibit C As part of Maintenance Support Services, Accellion will make available to Customer all Updates to the supported Accellion Solution that Accellion makes generally available to its other customers. Subject to Government security requirements, Customer shall provide Accellion access to the Accellion Solution to install such Updates if required by Accellion.

## **6. Payment.**

6.1 **Automated Reporting.** Subject to security restrictions requested by Customer and implemented by Accellion, the Server Software periodically transmits technical data to Accellion. That data does not include the content of any emails or attachments, file names or any personally identifiable information. The transmitted information contains aggregate non-personal usage information for each day the Accellion Solution is in use, including but not limited to: (i) the number of and type of messaging senders and recipients, (ii) account usage information, (iii) technical data about messaging transmissions and management; and (iv) the type of Accellion Solution features used and related data. Customer will not in any way attempt to prevent the transmission or delivery of such usage data. Accellion uses such data only for Accellion's own internal business purposes. Accellion only discloses such data (a) in an aggregated form with data from other customers in which neither Customer's identity nor that of Designated Users are revealed, or (b) as required by applicable federal law.

## **7. Confidentiality.**

7.1 **Confidential Information.** Each Party agrees not to use the Confidential Information of the other Party for any purpose other than strictly for the purpose of performing its obligations or exercising its rights under this

Agreement. Additionally, except as authorized below, each Party agrees to maintain in confidence and not disclose any Confidential Information acquired directly or indirectly from the other Party. “**Confidential Information**” shall include, but is not limited to, matters of a technical, financial, commercial, business, or other proprietary nature. The results of any performance, penetration and/or benchmark tests of the Accellion Solution shall be the Confidential Information of Accellion. Confidential Information does not include any information which (a) is or becomes publicly known other than through a breach of this Agreement by the receiving party; or (b) is already known to the receiving party at the time of disclosure as evidenced by the Receiving party’s written documentation, provided that it was not previously obtained directly or indirectly by the receiving party from the disclosing party; (c) is lawfully received by the Receiving Party from a third party having no obligation of confidentiality with respect thereto; or (d) is proven by receiving party to have been independently developed by employees of the receiving party who have not had direct or indirect access to, or directly or indirectly received any, Confidential Information under this Agreement; or (e) is authorized in writing by the disclosing party to be released from the confidentiality obligations herein. If the Customer is an instrumentality of the U.S. Government, neither this Agreement nor the GSA Schedule Price List shall be deemed “confidential information” notwithstanding marking to that effect. The Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

7.2 Customer Protected Data. Customer acknowledges that Accellion does not need or require access to any files or attachments stored or transmitted with the Accellion Solution or any personally identifiable information about any Customer personnel or persons or entities with whom it conducts business.(collectively, “Protected Data”). If Customer desires Accellion to receive and access any Protected Data, Customer shall first obtain the written approval of an executive officer of Accellion..

## **8. Limited Warranties and Disclaimer.**

### 8.1 Limited Accellion Solution and Hardware Performance Warranty.

(a) Warranty. Accellion warrants to Customer that: (i) the media on which the Accellion Solution is furnished under normal use will be free from defects in materials and workmanship for a period of thirty (30) days after the acceptance date; (ii) the Hardware sold to Customer, if any, will be free from defects in materials and workmanship for a period of one (1) year from the acceptance date;; and (iii) the Accellion Solution and Open Source Software will operate in substantial conformance with the Documentation for a period of thirty (30) days after the delivery date.

(b) Remedy. Any warranty claim must be made by written notice to Accellion within the applicable warranty period. Accellion’s entire liability and Customer’s exclusive remedy under the warranty in subsection (a) above shall be replacement or repair of the defective media, Hardware or Accellion Solution that does not meet Accellion’s limited warranty. If Accellion is unable to repair or replace defective components of the Accellion Solution within a reasonable period of time (not to exceed thirty (30) days from Accellion’s receipt of Customer’s notice), this Agreement shall terminate, in which case: (i) Accellion shall (a) refund all license fees received by Accellion for the Accellion Solution (and Hardware fees, if any); and (b) the fees received by Accellion for the unexpired term of Maintenance Support Services, and (ii) Customer shall (a) uninstall and destroy the nonconforming Accellion Solution and certify in writing that it has done the same; and (b) return the Hardware, if any, at Accellion’s expense. Accellion is not liable under any warranty or otherwise for defects or liability caused by the use of the Accellion Solution or Hardware in any manner or for any purpose other than that for which it was licensed to Customer, or for causes not within Accellion’s reasonable control pursuant to FAR 52.212-4(f). Warranties are void if failures are caused in whole or in part by accident, abuse, misuse, or modifications not authorized in writing by Accellion.

8.2 Virus Protection. Accellion warrants to Customer that, to the best of Accellion’s knowledge as of the date of delivery, the Accellion Solution will be free from any viruses, spyware, trojans or disabling or malicious

code, with the exception of Server Software that includes disabling mechanisms preventing access after expiration of the License Term.

8.3 Limited Services Warranty. Accellion warrants that for a period of thirty (30) days following installation or other professional services, such services will be provided in a professional and workmanlike manner consistent with generally accepted industry standards. As Customer's sole and exclusive remedy, Accellion will, at its sole option and expense, re-perform the services, or if Accellion is unable to perform the services as warranted, refund the fees paid to Accellion for the services. Accellion's provision of such remedy is contingent upon Customer's notice of any alleged breach prior to the expiration of the warranty period.

8.4 Disclaimer. THE EXPRESS LIMITED WARRANTIES IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ACCELLION DOES NOT WARRANT THAT THE USE OF THE ACCELLION SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL NONMATERIAL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. ACCELLION MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING OTHER PRODUCTS OR SERVICES PROVIDED BY ITS CHANNEL PARTNERS OR ANY HOSTED SERVICES PROVIDERS, AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY ACT OR OMISSION OF ANY HOSTED SERVICES PROVIDERS. NO CHANNEL PARTNER OR HOSTED SERVICES PROVIDER SHALL HAVE ANY AUTHORITY TO BIND ACCELLION TO ANY TERMS OR CONDITIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.

## 9. Indemnification.

9.1 Accellion Indemnity. Accellion will defend any action brought against Customer to the extent that it is based upon a third party claim that the Accellion Solution infringes such third-party's U.S. patent or foreign equivalent existing as of the Effective Date of the applicable Order or any copyright, or misappropriates any trade secret (each a "*Claim*"), and will pay any costs (including reasonable attorney's fees) and damages finally awarded or paid in settlement of the Claim provided that Customer will give Accellion: (i) prompt written notice of such Claim, (ii) afford Accellion the opportunity to intervene in any litigation, at its own expense, through counsel of its choosing; and (iii) Accellion shall provide all cooperation and assistance reasonably requested by the Government in the defense of the Claim, at its own expense.. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516

9.2 Exclusions. Accellion will have no liability for a Claim to the extent it results from: (a) modification of the Accellion Solution made by a party other than Accellion, if the Claim would not have arisen but for the modification; (b) the combination, operation or use of the Accellion Solution with third party data, software, equipment or devices, if such Claim would not have arisen but for such combination, operation or use; (c) Customer's failure to use updated or modified software provided by Accellion, if use of such updated or modified software or hardware would have resolved the Claim; or (d) compliance by Accellion with designs, plans or specifications furnished by Customer or on Customer's behalf, if the Claim would not have arisen but for such designs, plans or specifications.

9.4 Remedies. If the Accellion Solution is held or is likely to be held as infringing, then Accellion may (i) replace the Accellion Solution, without additional charge, with a non-infringing product that is at least functionally equivalent; (ii) modify the Accellion Solution to avoid the infringement; (iii) work with the Government to obtain a license for Customer to continue use of the Accellion Solution; or (iv) if none of the foregoing are commercially reasonable, terminate the license for the infringing Accellion Solution and refund a pro rata portion of all fees received by Accellion for the Accellion Solution as depreciated according to U.S. Department of Treasury regulations. . Upon such termination Customer shall uninstall and destroy the nonconforming Accellion Solution and certify in writing that it has done the same. THIS SECTION 9 SHALL

CONSTITUTE ACCELLION'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

**10. Limitation of Liability.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS HEREIN, FOR A BREACH OF SECTION 7 (CONFIDENTIALITY) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE PRODUCTS OR SERVICES SUPPLIED HEREUNDER, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. WITHOUT LIMITING THE FOREGOING IN THIS SECTION, EXCEPT FOR A BREACH OF SECTION 7 OF THIS AGREEMENT (CONFIDENTIALITY), ACCELLION'S AGGREGATE LIABILITY FOR DAMAGES SHALL IN NO EVENT EXCEED THE TOTAL FEES RECEIVED FROM THE LICENSES GRANTED TO CUSTOMER UNDER THIS AGREEMENT IN THE PREVIOUS TWELVE MONTHS FOR THE APPLICABLE ACCELLION SOLUTION. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE PRICES AND TERMS OF THIS AGREEMENT WERE MADE IN RELIANCE UPON THE LIMITATION OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN ACCELLION AND CUSTOMER.

**11. Term and Termination.**

11.1 Term. This Agreement commences on the Effective Date and shall continue for the License Term in the applicable Order, unless terminated earlier as provided in this Agreement the FAR, or the underlying GSA Schedule Contract and/or the applicable Order.

11.2 Termination. When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Accellion shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

11.3 Consequences of Termination. Upon termination or expiration of this Agreement, for any reason, all rights granted under this Agreement shall end and Customer will promptly return to Accellion or, at Accellion's request, destroy, the applicable Accellion Solution and provide Accellion with written certification by an officer of Customer certifying compliance with the foregoing.

**12. Miscellaneous.**

12.1 Notice. Notices under this Agreement shall in writing and delivered via electronic mail, facsimile (with confirmation of receipt), in person, by overnight courier, or by prepaid certified or registered mail, return receipt requested, to a Party at its address set forth on the Order, as amended by notice pursuant to this Section. Notice by mail shall be deemed received five (5) days after deposit in the U.S. mails, with other notice deemed effective upon receipt.

12.2 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, provided that either Party may transfer or assign this Agreement without such consent, whether by operation of law or otherwise, pursuant to a merger or other corporate reorganization or the sale of all or substantially all of the assets to which this Agreement relates. Any other purported assignment by Customer shall be null and void. If Accellion becomes a prime contractor with Customer, assignment by Accellion will be subject to FAR 52.232-23 "Assignment of Claims" (Jan. 1986) and FAR subpart 42.12 "Novation and Change-of-

Name Agreements” (Sep. 2013). This Agreement shall bind the Parties and their permitted successors and assigns.

12.3 Modification, Waiver, and Remedies. No modification, alteration, amendment or addition shall be effective unless made in writing, dated and signed by a duly authorized representative of each Party. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach. Each party’s rights and remedies are in addition to any other rights and remedies provided by law. No choice of any remedy shall constitute an election of remedies.

12.4 Force Majeure. Pursuant to FAR 52.212-4(f), neither Party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, or the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather and delays of common carriers.

12.5 Export. Customer acknowledges that the Accellion Solution is subject to United States laws governing import, export, distribution and use. Customer is responsible for its compliance and the Designated Users’ compliance with United States laws and regulations and shall not export, use or transmit the Accellion Solution (i) in violation of any export control laws of the United States , (ii) to any country requiring as a condition of import the disclosure of source code, or (iii) to anyone on the United States Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders.

12.6 Government Licensing. If the Accellion Solution is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that (i) the Accellion Solution and accompanying materials are commercial items as defined in FAR 2.101 . Pursuant to FAR 12.211, Technical Data and FAR 12.212, Computer Software, the Government is obtains only the usage rights specifically granted in this Agreement.

12.7 Governing Law. This Agreement shall be governed by the laws of the United States, without reference to conflict of laws principles. The parties agree that the Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods will not apply to this Agreement.

12.8 Severability. If any provision of this Agreement is finally determined to be contrary to, prohibited by, or invalid under federal laws or regulations, the remaining provisions of this Agreement shall remain in full force and effect.

12.10 Entire Agreement; Construction. This Agreement constitutes the complete and exclusive agreement between the parties and supersede any and all prior communications, representations and understandings, whether written or oral. There are no third-party beneficiaries of either party. Section headings are for convenience only and shall not affect interpretation of the relevant section. This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile or PDF (Portable Document Format) and shall hold the same force and effect as an original signature for purposes of binding the Parties.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized officers, have executed this Agreement as of the Effective Date.

**ACCELLION, INC.**

**CUSTOMER:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A

### HOSTING SERVICE LEVEL AGREEMENT

(Applies only if Customer has ordered Hosted Services from Accellion)

1. **Hosting Services Requirements.** Customer acknowledges and agrees that it and its Designated Users and other users with access to shared folders and/or workspaces: (i) will not use the Hosted Services to knowingly transmit or store any communications or files that constitute spam, are obscene, abusive, harassing, threatening, racist, malicious, illegal, fraudulent, defamatory, libelous, harmful to minors, that violate or infringe the rights of third parties; and (ii) will comply with acceptable use policies applicable to the Hosted Services as required by hosting providers a copy is attached as Exhibit E – Acceptable Use Policy . Customer represents and warrants to Accellion and its hosting providers that Customer, Designated Users, and other users with access to shared folders and/or workspaces have all necessary rights to any data and information stored on or sent with the Hosted Services (“*Customer Data*”) and that use of Customer Data as contemplated herein does not knowingly violate any third party rights; and (iv) Customer hereby grants Accellion and its hosting providers, subject to Government security requirements, the right to use, copy, cache and transmit Customer Data in conjunction with Customer’s use of the Hosted Services.

2. **Hosting Provider Capabilities.** Accellion utilizes the secure data centers provided by Amazon Web Services, Inc. (“AWS”). AWS continually manages risk and undergoes recurring assessments to ensure compliance with industry standards.

3. **Up-Time Commitment.** If Customer has elected to utilize Hosting Services from Accellion, then Accellion agrees that Hosting Services will be available 99.9% of the time, seven (7) days per week, subject to the exclusions below (the “*Up-Time Commitment*”). The Up-Time Commitment will be measured annually during the License Term, based upon the trailing period of the License Term prior to the date of the reported unavailability. If Accellion does not meet the Up-Time Commitment, Customer will be entitled to service credits as Customer sole and exclusive remedy for the performance of Hosting Services, as outlined below.

Calculation of the Up-Time Commitment shall exclude unavailability of the Hosted Services caused by any of the following:

- Scheduled, announced downtime for maintenance or unscheduled downtime for emergency maintenance;
- Failures in the Internet or failure of other items that are outside Accellion’s reasonable control;
- Hardware, communication lines or application problems (*e.g.*, Internet, ISDN, DSL, etc.) of Customer that prevent/disrupt access;
- Your violation of hosting provider acceptable use policies; or

Any downtime caused the parties agree was caused by the action or inaction of Customer

4. **Service Credits.** If Accellion fails to meet the Up-Time Commitment set forth in this Agreement, Customer shall have the right, as Customer’s sole remedy under this Agreement for such failure, to receive Service Credits as provided in this Agreement.

## EXHIBIT B

### OPEN SOURCE SOFTWARE

Software
Apache
PHP 5
Perl
Mysql 4.0.15
Openssh
sendmail 8 (only for internal delivery)
openldap 2.3.27 (client only)
DRBD 0.7.22
rsync 2
Python2.5
Sqlite3
openssl
zlib
libcurl
pycurl
pyxml
pycrypto
twisted
ZopeInterface
Python2.3
librsync
metakit
Reportlab
Qt
PyQt
PyWin32
Python 2.7.1
Nginx 0.8.54-1.e15

<b>Uwsgi 0.9.8</b>
<b>PasteDeploy 1.5.0</b>
<b>PyCrypto 2.3</b>
<b>Pytryant 1.1.17</b>
<b>Tokyo Tyrant 1.1.41</b>
<b>Tokyo Cabinet 1.4.47</b>
<b>Pylibmc 1.2.0</b>
<b>Libmemcached 0.51</b>
<b>Memcached 1.4.5-1.e15</b>
<b>Pycurl 7.19.0</b>
<b>Libcurl 7.21.7</b>
<b>Pysync 2.24</b>
<b>Librsync 0.97</b>
<b>Chameleon 2.0_rc13</b>
<b>System-config-network-tui 1.3.99.18-1.e15</b>
<b>Pyramid 1.1b1</b>
<b>Mako 0.4.1</b>
<b>Markupsafe 0.12</b>
<b>Python-nose 1.0.0</b>
<b>Paste 1.7.5.1</b>
<b>PasteScript 1.7.3</b>
<b>WebOb 1.0.7</b>
<b>Venusian 0.9</b>
<b>Translationstring 0.3</b>
<b>Zope.component 3.10.0</b>
<b>Zope.configuration 3.7.4</b>
<b>Zope.deprecation 3.4.1</b>

<b>Zope.event</b> <b>3.5.0_1</b>
<b>Zope.i18nmessag</b> <b>eid 3.5.3</b>
<b>Zope.interface</b> <b>3.6.4</b>
<b>Zope.schema</b> <b>3.8.0</b>

## EXHIBIT C

### MAINTENANCE AND SUPPORT

Accellion's Maintenance Support Policy applies solely with respect to the Accellion Software.

Accellion shall provide support solely to technical contacts of Licensee. Licensee's technical contacts shall not exceed five (5) at any one time. Licensee's designated technical contacts shall be knowledgeable about the Accellion Software. Licensee shall be responsible for providing maintenance and technical support to any authorized Licensee end users, and Accellion shall have no responsibility of liability with respect to such end users.

Accellion shall provide technical support by e-mail and by telephone Monday through Friday 6 AM to 9 PM EST. Coverage is available by e-mail: [support@accellion.com](mailto:support@accellion.com) or by calling: 1-888-654-3778 (in the U.S.) and +1 650-485-4350 (outside of the U.S.). Licensee's submission of error reports shall include material information necessary for Accellion's reproduction of the error.

#### A) Priority Problems

Accellion shall provide support to Licensee in accordance with the following tiered approach:

Severity Level	Definition	Business Procedures
<b>Level 1 Critical</b>	An error on a properly configured environment that is reproducible and resulting in material functionality being unavailable or material loss of data.	Accellion shall assign personnel to review and create work-arounds for critical errors on a priority basis.  <b>Resolution:</b> Accellion shall use reasonable efforts to resolve the critical error and/or provide a work around within forty-eight (48) hours from initial report of problem.
<b>Level 2 High</b>	An error on a properly configured environment, that is reproducible and resulting in severely restricted functionality.	Response from time of receipt of Licensee's error report to contact of Licensee with status report shall be twelve (12) hours.  Accellion shall assign personnel to review and create work-arounds for high-level errors on a priority basis, subject to personnel deployed in resolving critical errors.  <b>Resolution:</b> Accellion shall use reasonable efforts to resolve the critical error and provide a work around within seventy-two (72) hours from initial report of problem.
<b>Level 3</b>	An error on a properly configured environment, that is reproducible and resulting in impact on	Accellion shall assign personnel to review and create work-arounds for high-level errors on a

<b>Medium</b>	non-material functionality or having a minor impact on material functionality.	<p>priority basis, subject to personnel deployed in resolving critical errors.</p> <p>Resolution: Accellion shall use reasonable efforts to resolve the critical error and provide a work around within seventy-two (72) hours from initial report of problem.</p> <p><b>Resolution:</b> Delivery of resolution will be prioritized for a scheduled release.</p>
<b>Level 4 Low</b>	A non-reproducible error, an error that results in no material degradation of material functionality, or an inquiry type or clarification problem.	<p>Appropriate resources will be assigned during regular business hours to investigate problem and resolution.</p> <p><b>Resolution:</b> Delivery of resolution may be provided in a scheduled release.</p>

## B) Severity Level Determination

The impact and severity level of a reported problem will be discussed with Licensee. Accellion shall determine the priority level of severity of all reported problems.

Accellion may modify problem logs with respect to severity level according to the on-going diagnosis of the support analyst.

## C) Access to Appliance, Remote and On-Site Assistance

In order to receive Maintenance and Support, Customer agrees, subject to Government security requirements to provide Accellion with full and timely access to the Accellion Appliance at reasonable times, including Accellion paid shipping the Appliance to Accellion, if requested. On-site assistance will be provided to resolve a problem if Accellion reasonably determines that such on-site assistance is required to resolve a problem after the above stated efforts have failed to resolve the problem remotely. In the event that Licensee consents to such on-site assistance to resolve such problem, Licensee shall reimburse Accellion for all travel and living expenses associated with the provision of such on-site assistance in accordance with applicable Federal travel regulations. In the event that Licensee declines to receive on-site assistance, or denies Accellion any reasonably required remote access to the Accellion Software or Accellion Appliance, Accellion shall be deemed to have fulfilled its support obligations under the Agreement with respect to such Accellion Software or Accellion Appliance. Licensee shall provide Accellion with reasonable information and assistance to assist Accellion in providing support hereunder.

## D) Updates

Accellion shall provide Licensee with Updates to the Accellion Software, on a reasonable, periodic basis, as such are provided by Accellion to its Licensee base generally.

## E) Training

Accellion will provide training, pursuant to the execution of a new or modified GSA Customer Purchase Order at Licensee request. The goal of the training sessions is to help Licensee understand the Accellion Software to help enable Licensee personnel to troubleshoot and answer the majority of calls that come in to Licensee. Training will be billed at \$200 per hour. In addition, Licensee shall reimburse Accellion for all travel, living and incidental expenses incurred in the course of providing training in accordance with applicable Federal travel regulations.

Accellion Hardware support. Accellion will provide next business day on-site support for hardware errors through a qualified third-party. Accellion shall provide hardware support by e-mail and by telephone Monday through Friday 6 AM to 9 PM EST. Coverage is available by e-mail: [support@accellion.com](mailto:support@accellion.com) or by calling: 1-888-654-3778 (in the U.S.) and +1 650-485-4350 (outside of the U.S.).

## **Exhibit D**

### **Privacy Policy**

#### **Effective Date: January 31, 2012**

Please read the following to learn more about our Privacy Policy. By visiting Accellion's web site, submitting information to Accellion or using any of our products or services, you acknowledge that you accept the practices and policies outlined in this Privacy Policy.

Accellion complies with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland (the "Safe Harbor Frameworks"). Accellion has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view Accellion's certification, please visit <http://www.export.gov/safeharbor/>

#### **What Personal Information Does Accellion Collect?**

The information we gather from customers enables us to provide, personalize and improve our services for users of the services. We do not collect, access or disclose any information, including Personal Information, that may be included in content or files you store or send using Accellion services except at your request, in response to legal process, or where required to do by applicable law, but we do collect the following types of information from our customers.

#### **Personal Information You Provide to Us**

We may receive and store any information you enter on our web site or provide to us in any other way. The types of Personal Information collected include your full name, address, company, email address and telephone number, and if you order products from us through our website, any financial and commercial information you provide for that purpose. The Personal Information you provide may be used for such purposes as responding to your requests for certain products and services, customizing the content you see, and communicating with you about specials, sales offers, and new products. We may also compare our customer list to lists received from other companies, in an effort to avoid sending unnecessary messages to our customers.

#### **Anonymous Information Collected Automatically**

We may receive and store certain types of information whenever you interact with our web site or services. For example, Accellion may choose to automatically receive and record information on our server logs from your browser including your IP address, Accellion cookie information, and the page you requested. We may receive a confirmation when you open an email from Accellion if your computer supports this type of program. Generally, our service may automatically collect usage information, such as the numbers and frequency of visitors to our site and its components. Accellion generally only uses this data in aggregate form, that is, as a statistical measure, and not in a manner that would



identify you personally. However, if you have registered with Accellion using our site and your browser accepts cookies, Accellion may automatically collect individualized information regarding your visits to Accellion's site ("Individual Site Usage Information") to provide you with a more personalized customer experience. As part of this use of information, we may provide aggregate information to our partners about how our customers, collectively, use our site. If you do not wish to have your Individual Usage Information collected, please see the "What About Cookies" section below for further information.

## **What About Cookies?**

Cookies are alphanumeric identifiers that we may transfer to your computer's hard drive through your browser to enable our systems to recognize your browser and tell us how and when pages in our site are visited and by how many people. Accellion cookies do not collect Personal Information; however, we may combine the general information collected through cookies with other Personal Information in connection with our collection of Individual Site Usage Information (as described above). If you do not wish to have your Individual Site Usage Information collected, most browsers have an option for turning off the cookie feature, which will prevent your browser from accepting new cookies, as well as (depending on the sophistication of your browser software) allowing you to decide on acceptance of each new cookie in a variety of ways. Please be aware that disabling cookies may reduce your ability to access certain portions of the Accellion website, and that by disabling cookies, you are agreeing not to access those portions of the Accellion website. In addition, we may also record the pages you visit on the website through the use of pixel tags (also called "clear gifs" or "beacons").

## **Will Accellion Share Any of the Personal Information it Receives?**

We neither rent nor sell your Personal Information to anyone. We share your Personal Information only with your consent or to business partners and affiliates as described below:

**Agents:** We may employ other companies and people to perform tasks on our behalf and need to share your information with them to provide products or services to you. Unless we tell you differently, Accellion's agents do not have any right to use Personal Information we share with them beyond what is necessary to assist us. You hereby consent to our sharing of Personal Information for the above purposes.

**Business Transfers:** In some cases, we may choose to buy or sell business assets. In these types of transactions, customer information is typically one of the business assets that is transferred. Moreover, if Accellion, or substantially all of its assets, were acquired, customer information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of Accellion may continue to use your Personal Information as set forth in this policy.

**Protection of Accellion and Others:** We may release Personal Information when we believe in good faith that release is necessary to comply with any law; enforce or apply our terms of use and other agreements; or protect the rights, property, or safety of Accellion, our employees, our customers, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

## **Security**

Accellion takes appropriate steps to ensure data privacy and security including through various hardware and software methodologies. However, due to the open communication nature of the Internet, we cannot guarantee that communications between you and the Accellion website, and the Accellion website and you, will be free from unauthorized access by third parties. Users of the Accellion website do so at their own risk with respect to such communications.

## **Dispute Resolution**

If you have any complaints regarding our compliance with the Safe Harbor Frameworks, you must first contact us at [atmarketing@accellion.com](mailto:atmarketing@accellion.com). Accellion will investigate and attempt to resolve complaints and disputes regarding use and disclosure of Personal Information. For complaints that cannot be resolved between Accellion and the complainant, Accellion will cooperate with JAMS pursuant to the JAMS International Mediation Rules.

## **Beta Programs**

We sometimes release beta versions of our website and related services, which are further refined before the release of the final version. Because the website and services are still in a test phase, we may not always catch an unintended privacy issue, despite our efforts to do so. As such, we welcome user feedback on any privacy concerns you may have. In light of the above and because of the complex and constantly changing nature of the internet and related technology, Accellion does not guarantee error-free performance under this Privacy Policy. To the extent permissible under law, Accellion and third parties providing services to you in connection with the Accellion website, shall not be liable for any incidental, consequential or punitive damages relating to this Privacy Policy.

## **Children**

Accellion requests that children under the age of 18 not use the Accellion website nor submit any personal information to the Accellion website. Accellion does not knowingly collect personal information from children under the age of 13. Since information regarding children under the age of 13 is not collected, Accellion does not knowingly use or distribute personal information regarding children under the age of 13. If Accellion obtains actual knowledge that it has collected personal information about a child under the age of 13, that information will be immediately deleted from our database.

## **Changes to this Privacy Policy**

Accellion may amend this Privacy Policy from time to time. Use of information we collect now is subject to the Privacy Policy in effect at the time such information is collected. If we make changes in the way we use Personal Information, we will notify you by posting an amendment to the Privacy Policy on the website. Such modifications will become effective on the day they are posted. Accellion encourages you to frequently review this Privacy Policy for any modifications.

## **Email Communications & Opt-Out**

If you wish to: (i) remove your personally identifiable information from our system in order to stop receiving information from us, (ii) update your Personal Information, or (iii) have any questions about this privacy statement, the practices of this site, or your dealings with this website, please send us a detailed message (with sufficient information for us to identify your Personal Information) at [marketing@accellion.com](mailto:marketing@accellion.com). We will make every effort to resolve your concerns. If you've registered with Accellion online and request that all of your Personal Information be expunged, you acknowledge that Accellion may terminate your account without any Accellion service without liability to you.