



ZSCALER END USER SUBSCRIPTION AGREEMENT

This End User Subscription Agreement (the “**Agreement**”) is entered into and effective as of the last signature date below by and between Zscaler, Inc., a Delaware corporation having its principal place of business at 110 Rose Orchard Way, San Jose, CA 95134 (“**Zscaler**”) and [INSERT CUSTOMER LEGAL NAME], a [INSERT PLACE OF INCORPORATION] corporation, having its principal place of business at [INSERT CUSTOMER ADDRESS] (“**Customer**”).

This Agreement sets forth the general terms and conditions under which Customer may access and use Products. In order to use or receive the benefits of any Product, Customer must purchase the applicable Product through an Order with Zscaler. If Zscaler introduces new Products in the future, such Products will be governed by this Agreement, depending on their Product category (i.e. SaaS, Software, etc.)

1. DEFINITIONS

- 1.1 “**Affiliate**” means, with respect to a party, any entity which directly or indirectly Controls, is Controlled by, or is under common Control with such party.
- 1.2 “**Aggregated Data**” means Customer Data (i) anonymized, and not identifiable to any person or entity, (ii) combined with the data of other customers or additional data sources, and (iii) presented in a manner from which Customer’s or Customer Users’ identity may not be derived.
- 1.3 “**Control**” means 50% or greater voting power, or otherwise having the power to govern the financial and the operating policies or to appoint the management of an organization.
- 1.4 “**Customer Data**” means all data or information submitted by or on behalf of Customer to the Products.
- 1.5 “**Customer Users**” means employees, agents, guests (for Guest Wi-Fi Security only) and other third parties authorized by Customer to download, deploy, access, install, or use the Products.
- 1.6 “**DAS**” means the deployment advisory services provided by Zscaler to Customer, as further described in the Product Sheets.
- 1.7 “**Product Sheets**” means the Zscaler Materials attached hereto as Exhibit A that provide Product descriptions and terms applicable to specific Products.
- 1.8 “**Documentation**” means the user manuals generally provided in writing by Zscaler to end users of the Products in electronic format, as amended from time to time by Zscaler.
- 1.8 “**Fees**” means any fees paid for Products under an Order.
- 1.9 “**Force Majeure Event**” means an event which is unforeseeable, beyond the control of the party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation: acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Zscaler’s possession or reasonable control, and denial of service attacks.
- 1.10 “**Intellectual Property Rights**” means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors’ rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.
- 1.11 “**Location**” means a subscription for a specific access point to the Internet in connection with the SaaS.
- 1.12 “**Order**” means a written order form, purchase order, or similar ordering document for Products submitted to Zscaler, and approved by Zscaler.
- 1.13 “**Partner**” means the Zscaler-approved partner authorized by Zscaler to resell or otherwise provide Products to end user customers.
- 1.14 “**Products**” means, collectively, all Zscaler SaaS, Software, DAS, Professional Services, Training, and Support Services.
- 1.15 “**Professional Services**” means the professional services provided by Zscaler to Customer as set forth in a Statement of Work.
- 1.16 “**SaaS**” means the subscription cloud-based service provided by Zscaler for the Subscription Term set forth in the Order, as further described in the Product Sheets.
- 1.17 “**Seat**” means a subscription for a specific individual user that accesses the Internet in connection with the SaaS.
- 1.18 “**Software**” means any Zscaler software, utility, tool or other computer or program code, in object (binary) or source-code form provided, directly or indirectly to Customer as well as to any copies (whether complete or partial) made by or on Customer’s behalf, as further described in the Product Sheets. The term “Software” also includes any updates, upgrades or other new features, functionality or enhancements to the Software made available directly or indirectly to Customer.
- 1.19 “**Statement of Work**” or “**SOW**” means a separate statement of work executed by the parties covering Professional Services being provided to Customer by Zscaler. All SOWs will be governed by the terms and conditions in this Agreement, except as otherwise stated in the SOW.
- 1.20 “**Subscription Term**” means the Initial Subscription Term and all Renewal Subscription Terms together.
- 1.21 “**Support Services**” means the support services provided by Zscaler with respect to each applicable Product, including Support Services provided through a Technical Account Manager (TAM), as further described in the Product Sheets.
- 1.22 “**Third Party Materials**” means software or other components that are licensed to Zscaler by third parties for use in a Product, including but not limited to open source software.
- 1.23 “**Training**” means the Product-related training provided by Zscaler, as further described in the Product Sheets.
- 1.24 “**Zscaler**” means Zscaler, Inc., a Delaware corporation with its principal place of business at 110 Rose Orchard Way, San Jose, CA 95134 USA.



1.25 "Zscaler Materials" means all Zscaler proprietary materials, Intellectual Property Rights for all Products and Documentation, Zscaler's processes and methods, and/or materials distributed by Zscaler during any presentations, proof of concepts, or demonstrations of Zscaler Products. Zscaler Materials does not include Third Party Materials.

2. ORDERS. Customer may order Products through an Order. All Orders shall be governed by the terms and conditions in this Agreement. For clarity, Zscaler will not be obligated to provide any Products to Customer until Zscaler receives a valid Order for such Products. Customer agrees that its purchase of any Products is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Zscaler with respect to any future functionality or features.

3. PAYMENT. Unless otherwise agreed to in writing by the parties, Fees and payment terms shall be agreed and documented between Customer and the Partner. Customer agrees and understands that if Partner does not pay Zscaler the Fees due for the Services within the agreed time period, Zscaler reserves the right to suspend Customer's access and use of the Services until such Fees are paid.

4. INTELLECTUAL PROPERTY; RESTRICTIONS; GUIDELINES AND THIRD PARTY MATERIALS

4.1 Ownership and Intellectual Property Rights

4.1.1 Zscaler. All rights and title in and to the Products, Zscaler Materials, and Documentation, including all Intellectual Property Rights inherent therein, belong exclusively to Zscaler and its licensors. No rights are granted to Customer other than as expressly set forth in this Agreement.

4.1.2 Customer. All rights and title in and to the Customer Data, including all Intellectual Property Rights inherent therein, belong exclusively to Customer. No rights are granted to Zscaler other than as expressly set forth in this Agreement.

4.2 Restrictions.

4.2.1 Customer shall not (and will not allow any third party to): (i) modify, copy, display, republish or create derivative works based on the Products or Zscaler Materials; (ii) reverse engineer the Products; (iii) access the Products in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Products; (iv) use the Products to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (v) use the Products to send infringing, obscene, threatening, libelous, or otherwise unlawful material; (vi) use the Products to access blocked services in violation of applicable laws; (vii) upload to the Products or use the Products to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (viii) use the Products to run automated queries to web sites (as the web site may blacklist Zscaler IPs for all of its customers); (ix) interfere with or disrupt the integrity or performance of the Products or the data contained therein; (x) attempt to gain unauthorized access to the Products or its related systems or networks; (xi) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Products; or (xii) without the express prior written consent of Zscaler, conduct any benchmarking or comparative study or analysis involving the Products ("Benchmarking") for any reason or purpose except, to the limited extent absolutely necessary, to determine the suitability of Products to interoperate with Customer's internal systems.

4.2.2 In addition to the restrictions in Section 4.2.1, Customer agrees that it shall: (i) use the Products solely for its internal business purposes; (ii) only permit access to the Products by Customer Users; and (iii) not access or use the Products from an embargoed nation, including without limitation, Cuba, Iran, North Korea, Syria, Sudan, Crimea Region of Ukraine, or any other country/region that becomes an embargoed nation.

4.3 Customer Guidelines and Responsibilities. Customer agrees and understands that (i) it is responsible for all activity of Customer Users and for Customer Users' compliance with this Agreement; (ii) it shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the Products, and notify Zscaler promptly of any such unauthorized access or use; and (c) comply with all applicable laws in using the Products; (iii) the Products shall not include Customer's connection to the Internet or any equipment or third party licenses necessary for Customer to use the Products, which shall be Customer's sole responsibility; (iv) in order for Zscaler to provide the SaaS, Customer is responsible for forwarding its web traffic to Zscaler via valid forwarding mechanisms that allow for automatic fail over (i.e. PAC, IPSEC, GRE tunnels, and/or Zscaler App); (v) it is responsible for supplying Zscaler with any technical data and other information Zscaler may reasonably request to allow Zscaler to provide the Products to Customer; and (vi) Zscaler shall have the right to (a) use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer relating to the Products; (b) utilize the malware, spam, botnets, or other information related to the SaaS for the purposes of (1) maintaining, improving and/or analyzing the SaaS, (2) complying with all legal or contractual requirements, and/or (3) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing the SaaS; and (c) develop and commercialize benchmarks and measures based on Aggregated Data. The foregoing shall in no way limit Zscaler's confidentiality obligations set forth in this Agreement.

4.4 Zscaler Guidelines and Responsibilities.

4.4.1 Zscaler shall not use, access, or modify the Customer Data except as set forth in this Agreement;

4.4.2 Zscaler shall use commercially reasonable measures to maintain the security and integrity of the Products and the Customer Data and to provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use of, destruction, transfer, disclosure or alteration of Customer Data;



4.4.3 Zscaler reserves the right to manage bandwidth or route traffic across the Internet in a commercially optimal way, provided such actions do not compromise Zscaler's obligations regarding the Customer Data; and

4.4.4 Zscaler reserves the right to suspend Customer's access to or download of Products in the event Customer's use of the Products represents an imminent threat to Zscaler's network, or if so directed by a court or competent authority. In such cases, Zscaler will (i) suspend such Products only to the extent reasonably necessary to prevent any harm to Zscaler's network (for example, blocking offending source IP addresses); (ii) use its best efforts to promptly contact Customer and give Customer the opportunity to promptly change the configuration of its server(s) accordingly and/or work with Customer to promptly resolve the issues causing the suspension of such Products; and (iii) reinstate any suspended Products immediately after any issue is abated.

4.5 Third Party Materials. Customer acknowledges that the Products may include Third Party Materials. Zscaler represents that these Third Party Materials will not diminish the license rights provided herein or limit Customer's ability to use the Products in accordance with the applicable Documentation, and the use or inclusion of Third Party Materials in any Products will not create any obligation on the part of Customer to license Customer's software or products under any open source or similar license. To the extent certain portions of the Products are distributed under and subject to open source licenses obligating Zscaler to make the source code for such portions publicly available, Zscaler will make such source code portions (including Zscaler modifications, as appropriate) available to Customer upon request.

5. WARRANTIES

5.1 Mutual Warranty. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

5.2 SaaS and Software Warranty. Zscaler warrants that the SaaS and/or Software will be free of defects under normal use and substantially conforms to the Documentation. If Customer believes the warranty stated in this Section has been breached, Customer must notify Zscaler of the breach no later than thirty (30) days following the date the warranty was allegedly breached, and if Zscaler determines that a defect exists, Zscaler will promptly correct the non-conformity at its own expense.

5.3 DAS, Professional Services, and Training Warranty. Zscaler warrants that any DAS, Professional Services, and/or Training will be performed in a professional manner in accordance with industry standards for like services. If Customer believes the warranty stated in this Section has been breached, Customer must notify Zscaler of the breach no later than thirty (30) days following the date the DAS, Professional Services, and/or Training were performed. If Zscaler determines that a breach of this warranty occurred, Zscaler will promptly correct or re-perform the DAS, Professional Services, and/or Training at its own expense.

5.4 Support Services and TAM Warranty. Zscaler warrants that the Support Services, including Support Services provided by a TAM, will be performed in a professional manner in accordance with industry standards for like services, but does not guarantee that every question or problem will be resolved. Zscaler's obligation to provide Support Services, through a TAM or otherwise, does not include services requested as a result of causes or errors which are not attributable to Zscaler or its authorized agents. If, upon investigating the cause of the incident, Zscaler determines that there is a defect in the Product, Zscaler will provide a remedy in the form of a workaround, or another version of the Product that includes a bug fix for the defect. Customer agrees to provide reasonable support information necessary to understand and resolve the incident, which may include log files, configuration files and/or error messages.

5.5 Sole Remedies. Except for any Service Level Credits described in an applicable Service Level Agreement for SaaS, the remedies stated in Sections 5.2 through 5.4 above are the sole remedies, and Zscaler's sole obligation, with respect to Products that fail to comply with the foregoing warranties.

5.6 Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. ZSCALER EXPRESSLY DISCLAIMS, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. ZSCALER ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS, AND MAKES NO WARRANTY THAT PRODUCTS WILL BE ERROR-FREE.

6. CONFIDENTIAL INFORMATION

6.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Orders hereunder), the Customer Data, the Products, the Zscaler Materials, Zscaler's security information and reports, and each party's respective business and marketing plans, technology and technical information, product designs, and business processes. The obligations in this Section shall not apply to any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality; (iii) was independently developed by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party; or (iv) is lawfully received from a third party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality.

6.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Either party may disclose Confidential Information to its personnel and its auditors who are subject to the same confidentiality obligations.



6.3 Protection. Receiving Party will use at least the same level of care to prevent unauthorized use of the Confidential Information as it uses for its own confidential and proprietary information of like kind, but in no event less than a reasonable standard of care.

6.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of the confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts.

7. TERM AND TERMINATION

7.1 Agreement Term. This Agreement shall continue in effect for as long as Customer subscribes to the SaaS.

7.2 Order Term. For each specific Product, the applicable Order term will be as follows:

7.2.1 SaaS. The term of Customer's subscription to the SaaS will begin on the subscription start date set forth in an Order and will continue for the period of time stated in the Order ("Initial Subscription Term"). Prior to the end of the Initial Subscription Term, the parties will work together to agree on the length and pricing for a renewal term ("Renewal Subscription Term"); otherwise, Customer's subscription will terminate at the end of the Initial Subscription Term.

7.2.2 Software. Software will be licensed for length of time set forth in the Order, or if not stated in the Order, for the same length of time as the Subscription Term. Customer's license to the Software will automatically terminate upon the termination or expiration of the Subscription Term.

7.2.3 DAS. DAS will be provided to Customer based on a mutually agreed-upon timeline, and will continue until complete. Any DAS hours not used within sixty (60) days of the Order date will expire.

7.2.4 Professional Services. Professional Services will be provided to Customer on a time and materials basis (pursuant to a mutually agreed upon timeline set forth in the SOW) and will continue until complete. Any Professional Services not completed within six (6) months of the Order date will expire, unless otherwise stated in the SOW.

7.2.5 Training. Training will be provided to Customer based on a mutually agreed-upon timeline, and will continue until complete. Any Training not completed within twelve (12) months of the Order date will expire.

7.2.6 Support Services and TAM. Standard Support Services will continue for the same length of time as the Subscription Term. Premium Support Services (including a TAM) will continue for the length of time set forth in the Order, or if not stated in the Order, for the same length of time as the Subscription Term. Support Services (including a TAM) will automatically terminate upon the termination or expiration of the Subscription Term.

7.3 Termination for Material Breach. Either party may terminate this Agreement and any Order (i) if the other party breaches any terms and conditions of this Agreement or the applicable Order and does not cure such breach within thirty (30) days of receiving notice of such breach (the "Cure Period"); or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Notwithstanding the foregoing, this Agreement and any Order shall terminate automatically in the event Customer has breached any license restriction set forth in Section 4.2 and, in Zscaler's determination, that breach cannot be adequately cured within the Cure Period.

7.4 Effect of Termination. The following provisions shall survive the termination of this Agreement and all Orders: Section 3 (Payment), Section 4 (Intellectual Property; Restrictions; Guidelines and Third Party Materials), Section 5.6 (Disclaimer of Warranties), Section 6 (Confidential Information), Section 7.4 (Effect of Termination), Section 8 (Indemnity), Section 9 (Limitation of Liability), Section 10 (Export Control and U.S. Government Restricted Rights), and Section 11 (General Provisions).



8. INDEMNITY

8.1 Zscaler will indemnify and hold Customer harmless, from and against any claim against Customer by reason of Customer's use of the Products as permitted hereunder, brought by a third party alleging that the Products or Zscaler Materials infringe or misappropriate a third party's valid United States patent, copyright, trademark or trade secret. Zscaler shall, at its expense, defend such claim and pay damages finally awarded against Customer in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Zscaler for such defense. If the Products, or parts thereof, become, or in Zscaler's opinion may become, the subject of an infringement claim, Zscaler may, at its option: (a) procure for Customer the right to continue using the Products as set forth herein; (b) replace or modify the Products to make it non-infringing; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by Zscaler, terminate this Agreement and the applicable Order and refund Customer, on a pro-rated basis, any pre-paid Fees for the corresponding unused portion of the Subscription Term. THIS SECTION 8.1 STATES ZSCALER'S ENTIRE LIABILITY AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS OR ZSCALER MATERIALS.

8.2 Zscaler will have no liability or obligation under this Section with respect to any claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by Customer; (ii) modification of the Products by anyone other than Zscaler; or (iii) the combination, operation, or use of the Products with other hardware or software not provided by Zscaler where the Products would not by itself be infringing.

8.3 Customer will indemnify and hold Zscaler harmless against any claim brought by a third party against Zscaler arising from or related to Customer's violation of Section 4.2 of this Agreement.

8.4 The indemnification obligations in this Section shall be subject to the indemnified party: (i) promptly notifying the indemnifying party in writing upon receiving notice of any threat or claim of such action; (ii) giving the indemnifying party exclusive control and authority over the defense and/or settlement of such claim (provided any such settlement unconditionally releases the indemnified party of all liability); and (iii) providing reasonable assistance requested by the indemnifying party, at the indemnifying party's expense.

9. LIMITATION OF LIABILITY

9.1 Waiver of Consequential Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9.2 Limitation of Monetary Damages. EXCEPT FOR DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT OR CUSTOMER'S VIOLATION OF SECTION 4.2, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT AND ANY ORDER, SHALL BE LIMITED TO THE TOTAL AMOUNTS RECEIVED BY ZSCALER FOR THE RELEVANT ORDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT(S) GIVING RISE TO SUCH LIABILITY.

9.3 Applicability. THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND NOTHING HEREIN PURPORTS TO LIMIT EITHER PARTY'S LIABILITY IN A MANNER THAT WOULD BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION.

10. EXPORT COMPLIANCE AND U.S. GOVERNMENT RESTRICTED RIGHTS

10.1 Export Compliance. The Products and other software or components of the Products which Zscaler may provide or make available to Customer may be subject to United States export control and economic sanctions laws and other foreign trade controls. Customer agrees to comply with applicable laws in connection with its performance hereunder, including without limitation, applicable U.S. and foreign export controls, economic sanctions, and other trade controls. Customer agrees to indemnify Zscaler for any breach of this provision.

10.2 U.S. Government Restricted Rights. The Products and Documentation are "commercial items", "commercial computer software" and "commercial computer software documentation," pursuant to DFAR section 227.7202 and FAR section 12.212, as applicable. All Products and Zscaler Materials are and were developed solely at private expense. Any use, modification, reproduction, release, performance, display or disclosure of the Products, Zscaler Materials and Documentation by the United States Government shall be governed solely by this Agreement and shall be prohibited except to the extent expressly permitted by this Agreement.

11. GENERAL PROVISIONS

11.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

11.2 Notices. All notices required to be sent hereunder shall be in writing, addressed to receiving party's current business contact, if known, with a cc: to the Legal Department of the receiving party, and sent to the party's address as listed in the Order, or as updated by either party by written notice. Notices shall be effective upon receipt and shall be deemed to be received as follows: (i) if personally delivered by courier, when delivered; or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address.



11.3 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.

11.5 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Orders), without the consent of the other party, to (i) an Affiliate; or (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.6 Governing Law. This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act.

11.7 Force Majeure. Neither party shall be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is due to a Force Majeure Event. The party affected shall be relieved from its obligations (or part thereof) as long as the Force Majeure Event lasts and hinders the performance of said obligations (or part thereof). The party affected shall promptly notify the other party and make reasonable efforts to mitigate the effects of the Force Majeure Event.

11.8 Entire Agreement. This Agreement, including all Product Sheets and Orders, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties set forth in this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. No terms or conditions set forth on any purchase order, preprinted form or other document shall add to or vary the terms and conditions of this Agreement, and all such terms or conditions shall be null and void.

By signing below, you acknowledge and agree that you are an authorized representative with authority to sign this Agreement.

ZSCALER, INC.

[CUSTOMER]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A
PRODUCT SHEETS

In order for any of the below Product Sheets to apply, Customer must purchase the applicable Product through an Order with a Zscaler Partner.

Table of Contents

Page 8: PRODUCT SHEET – Software-as-a-Service (SaaS) and Software

Page 13: PRODUCT SHEET – Deployment Advisory Services (DAS), Professional Services, and Training



PRODUCT SHEET - Software-as-a-Service (SaaS) and Software

1. **Definitions.** For purposes of any Product Sheets, the following definitions shall apply:
 - 1.1 **"Data Packet"** means a unit of data made into a single Internet Protocol (IP) package that travels along a given network path.
 - 1.2 **"DNS Transaction"** means a recursive DNS query sent from Customer through its use of the SaaS.
 - 1.3 **"Excluded Transactions and Sessions"** means Transactions and Sessions that are not processed due to (a) failure by Customer's network to forward traffic to Zscaler; (b) failure by an intermediate ISP (other than Zscaler's direct ISP(s)) to deliver traffic to Zscaler; and/or (c) a Customer-implemented policy change that causes Transactions and Sessions to drop.
 - 1.4 **"Known Virus"** means a virus for which, at the time of receipt of content by Zscaler: (i) a signature has already been made publicly available for a minimum of one (1) hour for configuration by Zscaler's third party commercial scanner; and (ii) is included in the Wild List located at <http://www.wildlist.org> and identified as being "In the Wild" by a minimum of three (3) Wild List participants.
 - 1.5 **"Premium Data Centers"** means those data centers located in Australia, Mainland China, the Middle East, South America and South Africa.
 - 1.6 **"Qualified DNS Transactions"** means the following: (i) the lookup is already cached by Zscaler's recursive DNS server, or if it's not cached, the response time of the authoritative DNS server is not counted as part of the Latency Agreement; and (ii) a reasonable level of service consumption (based on the number of purchased DNS Transactions per Location).
 - 1.7 **"Qualified Transactions and Data Packets"** means the following: (i) less than 1 MB HTTP GET request and response; (ii) not SSL-intercepted; (iii) not related to streaming applications; (iv) not subject to bandwidth management rules (QoS enforcement); and (v) a reasonable number of Transactions and Data Packets per Seat (based on Zscaler's cloudwide average).
 - 1.8 **"Session"** means any non-HTTP or HTTP request sent to or from Customer through its use of the SaaS.
 - 1.9 **"Transaction"** means an HTTP or HTTPS request sent to or from Customer through its use of the SaaS.
2. **Subscription Rights for Secure Internet Platform.** Subject to the terms and conditions set forth in this Agreement, Zscaler grants Customer a limited, non-transferable/non-assignable (except as set forth in the Agreement), non-exclusive right to access and use the SaaS during the Subscription Term for the number of purchased authenticated Seats. A Seat may only be transferred from one individual to another if the original user is no longer permitted to access, and does not access, the Internet in connection with the SaaS.
3. **Subscription Rights for Guest Wi-Fi Security.** Subject to the terms and conditions set forth in this Agreement, Zscaler grants Customer a limited, non-transferable/non-assignable (except as set forth in the Agreement), non-exclusive right to access and use the SaaS during the Subscription Term for the number of purchased Locations.
4. **Subscription Rights for Zscaler Private Access.** Subject to the terms and conditions set forth in this Agreement, Zscaler grants Customer a limited, non-transferable/non-assignable (except as set forth in the Agreement), non-exclusive right to access and use the SaaS during the Subscription Term for the number of purchased authenticated Seats. A Seat (i) may only access and use the SaaS on up to two (2) devices (PDA, laptop, tablet, wireless phone, etc.) and (ii) may only be transferred from one individual to another if the original user is no longer permitted to access, and does not access, the Internet in connection with the SaaS.
5. **License Grant for Software.** Subject to the terms and conditions set forth in this Agreement, Zscaler grants Customer a limited, non-transferable/non-assignable (except as set forth in the Agreement), non-exclusive right to download and use the Software on a single compatible laptop, desktop, or personal mobile device, in order to connect to the SaaS.
6. **Non-Authenticated Users for Secure Internet Platform.** In an environment where no user authentication is present, and only where Zscaler cannot reasonably determine the number of Seats being used by Customer, then every 2,000 Transactions per day flowing through the SaaS shall be considered a "Seat" (i.e. the number of Seats used would be calculated by dividing the total number of Transactions flowing through the SaaS per day by 2,000).
7. **Customer Transaction Logs for Guest Wi-Fi Security.** Zscaler will not access, read or copy any Customer Data other than by electronic methods and solely for the purposes of providing services to Customer under this Agreement and the Order. In order to provide the SaaS under this Agreement, Customer agrees that Zscaler shall have the right to use, reproduce, store, modify, and display the information from Customer's Raw Transaction Logs (i.e. the metadata of all network traffic sent to or received from Customer through its use of the Services) and Customer's Summarized Transaction Logs (i.e. the summarized versions of the Raw Transactions Logs) (collectively the "Customer Transaction Logs"). Customer's Raw Transaction Logs shall be retained by Zscaler for rolling two (2) week periods during the Subscription Term, and Customer's Summarized Transaction Logs shall be retained by Zscaler for rolling six (6) month periods during the Subscription Term. Upon expiration of the Subscription Term, all Customer Transaction Logs shall be deleted by Zscaler pursuant to the two (2) week or six (6) month retention cycle or as earlier requested in writing by Customer. If Customer orders Zscaler's Nanolog Streaming Service (NSS), then Customer shall be able to stream the Customer Transaction Logs in real-time to Customer's premises and systems allowing Customer to retain the Customer Transaction Logs for however long it chooses.



8. **Customer Transaction Logs for Secure Internet Platform and Zscaler Private Access.** Zscaler will not access, read or copy any Customer Data other than by electronic methods and solely for the purposes of providing services to Customer under this Agreement and the Order. In order to provide the SaaS under this Agreement, Customer agrees that Zscaler shall have the right to use, reproduce, store, modify, and display the information from Customer's transaction logs (i.e. the metadata of all network traffic sent to or received from Customer through its use of the Services) (hereinafter the "Customer Transaction Logs"). Customer Transaction Logs shall be retained by Zscaler for rolling six (6) month periods during the Subscription Term. Upon expiration of the Subscription Term, all Customer Transaction Logs shall be deleted by Zscaler pursuant to the six (6) month retention cycle or as earlier requested in writing by Customer. If Customer orders Zscaler's Nanolog Streaming Service (NSS), then Customer is able to stream the Customer Transaction Logs in real-time to Customer's premises where the Customer Transaction Logs can be sent to multiple Customer systems allowing Customer to retain the Customer Transaction Logs for however long it chooses.
9. **Personal Data/UDID for Software.** Customer agrees and understands that the Software will be used by Customer in combination with SaaS in order to transmit from and receive certain data in Customer's mobile device or portable (laptop or desktop) computer. Such data may include location-based information that tracks Customer's whereabouts and that are contained in unique device identifiers (UDID) that Customer stores or receives on or sends from its mobile device or portable (laptop or desktop) computer ("Personal Data"). Customer expressly consents to Zscaler's collection, storage, and processing of such Personal Data pursuant to the terms and conditions in this Agreement and Zscaler's Privacy Policy.
10. **Excessive DNS Transactions for Guest Wi-Fi Security.** While Zscaler does not separately charge Customers for bandwidth, Zscaler incurs significant bandwidth costs in providing the SaaS to Customers. Accordingly, a dramatic and unexpected increase in Customer's bandwidth consumption will significantly affect and disrupt Zscaler's business. As a result, for every Location, Customer shall be allowed a service consumption based on the number of monthly DNS Transactions purchased by Customer (One Million or Three Million). If Customer's service consumption Materially Increases above the number of purchased DNS Transactions per Location per month (One Million or Three Million), Zscaler will notify Customer/Partner and Customer agrees to work with Partner/Zscaler in good faith on a bandwidth reduction plan, or to work with Partner/Zscaler in good faith to renegotiate pricing for the remainder of the Subscription Term. If the parties are unable to reach a mutually agreeable solution within thirty (30) days, then Partner/Zscaler may, upon thirty (30) days' written notice, terminate the remaining portion of the Subscription Term and refund to Customer/Partner any pre-paid Fees pro-rated for the unused portion of the Subscription Term. For purposes of this Agreement, "Material Increase" means an increase greater than fifty percent (50%).
11. **Excessive Bandwidth Consumption for Secure Internet Platform and Zscaler Private Access.** While Zscaler does not separately charge Customers for bandwidth, Zscaler incurs significant bandwidth costs in providing the SaaS to Customers. Accordingly, a dramatic and unexpected increase in Customer's bandwidth consumption will significantly affect and disrupt Zscaler's business. As a result, if Customer's average per-Seat bandwidth consumption increases above Customer's Bandwidth Baseline by more than one-hundred percent (100%) for a sustained ninety (90) day period, Zscaler will notify Customer/Partner and Customer agrees to work with Partner/Zscaler in good faith on a bandwidth reduction plan, or to work with Partner/Zscaler in good faith to renegotiate pricing for the remainder of the Subscription Term. If the parties are unable to reach a mutually agreeable solution within thirty (30) days, then Partner/Zscaler may, upon thirty (30) days' written notice, terminate the remaining portion of the Subscription Term and refund to Customer/Partner any pre-paid Fees pro-rated for the unused portion of the Subscription Term. For purposes of this Agreement, "Customer's Bandwidth Baseline" means the average per-Seat bandwidth consumption determined by Zscaler over the 90-day period following the start of Customer's subscription to the SaaS.
12. **Additional Seats or Locations (applicable for all SaaS).** For any additional Seats or Locations needed during the Subscription Term, Customer agrees to place an additional Order with Zscaler/Partner for such additional Seats or Locations. If Zscaler determines that Customer is using more Seats or Locations than it has purchased, Customer agrees that Zscaler/Partner may invoice Customer for the additional Seats or Locations.
13. **Data Centers (applicable for Secure Internet Platform and Zscaler Private Access).** All standard data centers are included in the Fees for the SaaS. However, use of Premium Data Centers shall require additional Fees for permanent users (i.e. not roaming users) based in such Premium Data Center locations. Additionally, use of data centers location in the Middle East may require separate approvals.
14. **Service Level Agreements.** Zscaler grants Customer the Service Level Agreements set forth in Attachments 1 through 3 attached hereto for the SaaS ("Service Level Agreements"), subject to the terms and conditions set forth herein.
15. **General Provisions for Service Level Agreements.**



- 15.1** In order for any of the Service Level Agreements in Attachments 1 through 3 to apply, (i) Customer must subscribe to the SaaS that provides the applicable Service Level Agreement, and (ii) Customer's network must be properly configured pursuant to the Documentation, including but not limited to being configured on a 24 X 7 X 365 basis in a manner that allows Customer to take advantage of Zscaler's redundant global infrastructure.
- 15.2** The SaaS will scan as much of the traffic downloaded as technically possible; however, it may not be possible to scan items that (i) are encrypted, encapsulated, tunneled, compressed, modified from their original form for distribution, (ii) have product license protection, or (iii) are protected by the sender in ways that Zscaler cannot inspect (e.g. password protected). Items (i) through (iii) are excluded from the Service Level Agreements.
- 15.3** The Service Credits set forth in the Service Level Agreements shall be Customer's sole and exclusive remedy for failing to meet the applicable Service Level Agreement. In order to be eligible for a Service Credit, (i) Customer or Partner cannot be past due on any payments owed, and (ii) Customer or Partner must request a Service Credit via a support ticket within five (5) business days from the date of the incident giving rise to a Service Credit. Zscaler will research the incident(s) to determine if a Service Level Agreement was not met, and provide a response to the Customer no later than ten (10) days after the end of the month in which the incident occurred. For example, if the incident occurred on November 15th, and a support ticket was raised by Customer or Partner on or before November 20th, Zscaler would respond to Customer with the Service Level Agreement calculation by December 10th. Failure to comply with (i) and/or (ii) will forfeit Customer's right to receive a Service Credit.
- 15.4** The dollar value of the Service Credit to be applied to the next invoice will be calculated by converting the Service Credit (i.e. the number of days) into the appropriate dollar number. For purposes of example, for a 12-month contract term with a total annual Fee of \$500,000, and the Service Credit is determined to be "3 days," then Zscaler would provide a credit to Customer or Partner equaling \$4,109.59 (3 days / 365 days X \$500,000) on Customer's next invoice.
- 15.5** The aggregate maximum Service Credit that Zscaler will issue for failing to meet any Service Level Agreements in a single calendar month will not exceed thirty (30) calendar days' worth of SaaS.

Attachment 1

Service Level Agreement for Secure Internet Platform

1. Service Availability Agreement

The SaaS will be available to accept Customer's Transactions and Sessions 100% of the total hours during every month Customer uses the SaaS (the "Service Availability Agreement"). Service Availability is computed as a ratio of the number of Transactions and Sessions processed by Zscaler in any affected calendar month on behalf of Customer, to the number of Transactions and Sessions that should have been processed. Excluded Transactions and Sessions would not be factored into this Service Availability computation.

Failure to meet this Service Availability Agreement results in a Service Credit as follows:

Percentage of Transactions and Sessions Processed During a Month	Service Credit
>= 99.999%	0 days
< 99.999% but >= 99.99	3 days
< 99.99% but >= 99.00%	7 days
< 99.00% but >= 98.00%	15 days
< 98.00%	30 days

2. Latency Agreement

Zscaler will process Customer's Transactions and Data Packets with an average latency over a calendar month of 100 milliseconds or less for the 95th percentile of traffic (the "Latency Agreement"). The Latency Agreement is only applicable to Qualified Transactions and Data Packets. The processing of Transactions and Data Packets is measured from when the Zscaler proxy receives the Transactions and Data Packets to the point when the Zscaler proxy attempts to transmit the Transactions and Data Packets.

Failure to meet this Latency Agreement results in a Service Credit as follows:

Percentage of Qualified Transactions and Data Packets With Average Latency of 100 Milliseconds or Less	Service Credit
>= 95.00%	0 days
< 95.00% but >= 94.00%	7 days
< 94.00% but >= 90.00%	15 days
< 90.00%	30 days

3. Virus Capture Rate Agreement

Zscaler will capture 100% of all Known Viruses transmitted through the Transactions (the "Virus Capture Rate Agreement"). Virus Capture Rate is calculated by dividing the Transactions with Known Viruses blocked by the total Transactions with Known Viruses received by Zscaler on behalf of Customer.

For the Virus Capture Rate Agreement to apply, Customer must utilize the SaaS in accordance with the recommended anti-virus settings on Customer's user interface. Customer's systems are deemed to be infected if a Known Virus contained in a Transaction received through the SaaS has been activated within Customer's systems, either automatically or with manual intervention. In the event that Zscaler detects but does not stop a Known Virus, Customer agrees to cooperate with Zscaler in order to identify and delete the item.

Failure to meet the Virus Capture Rate Agreement results in a Service Credit as follows:



Virus Capture Rate	Service Credit
>= 99.00%	7 days
< 99.00% but >= 98.00%	15 days
< 98.00%	30 days

Attachment 2

Service Level Agreement for Guest Wi-Fi Security

1. Service Availability Agreement

The SaaS will be available to accept Customer's outbound DNS Transactions 100% of the total hours during every month Customer uses the SaaS (the "Service Availability Agreement"). The SaaS is monitored by a third party service (Site 24x7 by ZOHO), and Service Availability is validated by this third party service.

Failure to meet this Service Availability Agreement results in a Service Credit as follows:

Percentage of DNS Transactions Processed During a Month	Service Credit
>= 99.99%	0 days
< 99.99% but >= 99.9%	15 days
< 99.9%	30 days

2. Latency Agreement

Zscaler will process the content of Customer's DNS Transactions with an average latency over a calendar month of two (2) milliseconds or less for the 95th percentile of traffic (the "Latency Agreement"). The Latency Agreement is only applicable to Qualified DNS Transactions.

Failure to meet this Latency Agreement results in a Service Credit as follows:

Percentage of Qualified DNS Transactions With Average Latency of 2 Milliseconds or Less	Service Credit
>= 95%	0 days
< 95% but >= 94%	7 days
< 94% but >= 90%	15 days
< 90%	30 days



Attachment 3
Service Level Agreement for Zscaler Private Access

Service Availability Agreement

The SaaS will be available to accept Customer's Transactions and Sessions 100% of the total hours during every month Customer uses the SaaS (the "Service Availability Agreement"). Service Availability is monitored by a third party service (Site 24x7 by ZOHO), and Service Availability is validated by this third party service. Excluded Transactions and Sessions would not be factored into this Service Availability validation.

Failure to meet this Service Availability Agreement results in a Service Credit as follows:

Percentage of Transactions and Sessions Processed During a Month	Service Credit
>= 99.999%	0 days
< 99.999% but >= 99.99	3 days
< 99.99% but >= 99.00%	7 days
< 99.00% but >= 98.00%	15 days
< 98.00%	30 days



PRODUCT SHEET - Deployment Advisory Services (DAS), Professional Services, and Training

1. DAS

DAS provides deployment consulting services on a fixed-fee basis to advise Customer on best practices for optimum use of the Products. Customer will need to provide overall project management, including making required network changes in order to fully utilize the Products. DAS is purchased through a standard package, with a pre-determined number of hours. Zscaler will provide Customer with a monthly report of the hours delivered. Any additional hours needed by Customer must be agreed to and documented in a separate Order.

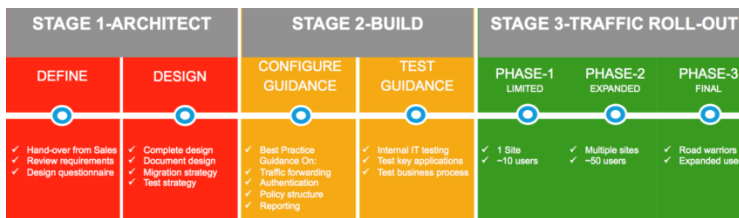
Zscaler offers the following four (4) DAS packages (depending on number of Seats being deployed by Customer):

VALUE	PACKAGE-1 ZCES-DAS-PKG1	PACKAGE-2 ZCES-DAS-PKG2	PACKAGE-3 ZCES-DAS-PKG3	PACKAGE-4 ZCES-DAS-PKG4
CUSTOMER SIZE (TOTAL SEATS)	Up to 5,000	Up to 10,000	10,000 to 20,000	Up to 1,000
TOTAL CONSULTING TIME	5 Days	10 Days	15 Days	10 Hours
DEPLOYMENT ADVISORY ENGINEER	4 Days	8 Days	12 Days	10 Hours
DEPLOYMENT ARCHITECT	1 Day	2 Days	3 Days	N/A
ZSCALER MISSION CRITICAL AUDIT (ZMCA)	Report Provided	Report Provided	Report Provided	N/A
ZSCALER ONLINE TRAINING	3 Credits	4 Credits	5 Credits	2 Credits

- 1 day equals 8 hours.
- DAS hours are consumed in 1-hour increments.
- ZMCA is an audit of the mission critical readiness of the deployment configuration and design. Zscaler will provide Customer with a ZMCA recommendation report.

DAS PROJECT SCHEDULE AND OVERVIEW

Zscaler will provide the DAS in three (3) stages: Architect, Build, and Traffic Roll-Out



Stage 1 - Architect

Area	Steps + Actions
Define	<ul style="list-style-type: none"> ✓ Define Project <ul style="list-style-type: none"> ✓ Zscaler and customer team introductions ✓ Establish program schedules ✓ Determine collaboration and program tools and process ✓ Determine customer and Zscaler team resources ✓ Define Solution <ul style="list-style-type: none"> ✓ Review customer goals and requirements ✓ Define key business process ✓ Define key applications ✓ Complete design questionnaire ✓ Review design questionnaire results
	<ul style="list-style-type: none"> ✓ Design Solution <ul style="list-style-type: none"> ✓ Architectural review sessions ✓ Determine final architecture ✓ Documented design provided ✓ ZMCA provided ✓ Customer design final approval

Stage 2 - Build



Area	Steps + Actions
Configure Guidance	<ul style="list-style-type: none"> ✓ Traffic Forwarding <ul style="list-style-type: none"> ✓ Configuration guidance on VPN/Tunnels ✓ Customer configures, customer network (routers, firewalls) ✓ PAC configuration, Geo location Sub-location configuration ✓ Optional SSL Inspection ✓ Authentication <ul style="list-style-type: none"> ✓ Configuration guidance on authentication method ✓ Authentication types such as Hosted Database, LDAP Sync, SAML Authentication, Kerberos ✓ Policy Structure <ul style="list-style-type: none"> ✓ Assist in determining policy migration plans ✓ Configuration guidance on policies such URL filtering, Cloud Application Control, Anti Virus Scanning, P2P, VoIP controls, Behavioral Analysis, DLP, Bandwidth Policies, Outbound Firewall policies, DNS, Customer configures. ✓ Reporting - Configure required reports, dashboards, and scheduling
Test Guidance	<ul style="list-style-type: none"> ✓ Internal IT Testing <ul style="list-style-type: none"> ✓ Assist in creating test plans. Customer determine test resources and timeline ✓ Assist in testing key business process and applications ✓ Testing complete and approval for next stage - roll-out

Stage 3 - Traffic Roll-Out

Area	Steps + Actions
Phase-1	<ul style="list-style-type: none"> ✓ Limited roll-out <ul style="list-style-type: none"> ✓ 1 site, ~10 users ✓ Open Zscaler support tickets for all issues found ✓ Move to Phase 2, if no blocking issues
Phase-2	<ul style="list-style-type: none"> ✓ Expanded Roll-out <ul style="list-style-type: none"> ✓ Multiple sites, ~50 users ✓ Open Zscaler support tickets for all issues found ✓ Move to Phase 2, if no blocking issues
Phase-3	<ul style="list-style-type: none"> ✓ Final Roll-out <ul style="list-style-type: none"> ✓ Road Warriors, Multiple sites, expanded users = ~ target # of users deployed ✓ Open Zscaler support tickets for all issues found ✓ Deployment Service completed, solution considered deployed, if no blocking issues
DAS Complete	<ul style="list-style-type: none"> ✓ Customer continues to roll-out additional sites and users, not yet deployed ✓ Zscaler transitions service to Zscaler support team, for continued support

Customer agrees that understands that any DAS hours will be invoiced upfront on the Order date. Customer roll-out of the Products may not be complete at the end of the DAS. Customer may need to continue traffic roll-out after the DAS has been completed and/or expired.

ZSCALER PERSONNEL

All DAS will be performed remotely by Zscaler personnel. In the event Zscaler personnel are required to travel to Customer's site, Customer agrees to pay for all pre-approved travel expenses, hotel accommodations, and any other out-of-pocket expenses incurred by Zscaler in connection with providing DAS. Such expenses will be invoiced monthly as they are incurred.

CUSTOMER RESPONSIBILITIES

In order for Zscaler to most effectively provide the DAS, Customer agrees to assume the following responsibilities:

- Provide adequate resources who are knowledgeable about Customer's equipment and applications
- Configure Customer's on-premise systems (e.g. routers, switches, firewalls)
- Configure Customer's applications (AD, ADFS, GPO, open source browsers)
- Test user experience (end to end)
- Provide equipment and application logs/network traces for debugging (if required)
- Assign Customer resources per the following:

Service Function	Customer Resource(s)
Executive Sponsor - Responsible for the overall success of the deployment acting	CIO, CISO, Director of Networks/Security or equivalent
Project Manager - Responsible for delivery of the overall project management, project tracking and reporting	Project Manager or equivalent
Architect - Resource responsible for the overall solution design decisions and can provide a single technical decision point.	Architect or equivalent
Technical Leads - Primary contacts to define solutions requirements, and assist with testing and configuration	Director of Operations, Director of Security, IT Manager or equivalent
Post-DAS Support	IT Manager or equivalent



2. Professional Services

If Customer orders Professional Services, then Customer agrees to execute a separate SOW with Zscaler or Partner prior to Zscaler commencing any Professional Services. Such SOW will be provided to Customer by Zscaler or Partner and mutually agreed by the parties. All Professional Services will be provided on a time and materials basis.

3. Training

Zscaler offers a comprehensive array of training for Customer and Partner. Training is designed to give Customer and/or Partner the skills to use the Products to their fullest extent. All Training course descriptions are available at <https://www.zscaler.com/resources/training-certification-overview>.
