iboss Cloud Services
End User Terms of Service Agreement

1. **BACKGROUND**. Customer (***"You"*** or ***"Your"*** or ***"Customer"***) has purchased a subscription to iboss, Inc.'s secure cloud gateway services through an authorized iboss Partner. This End User Terms of Service Agreement ("Agreement") governs Customer's access to and use of the Licensed Software and Services (defined below). Capitalized terms are generally defined throughout this Agreement and otherwise in Section 2.

2. **DEFINITIONS.** The following terms have the meanings set forth below:

   "*Acceptable Use Policy*" means iboss' general rules and regulations governing use of the Licensed Software set forth at https://www.iboss.com/acceptable-use-policy.

   "*Customer Content*" means any information and other content uploaded by Customer to the Service.

   "*Documentation*" means the manuals provided to Customer along with the Licensed Software.

   "*End-User*" means an end-user of Customer who accesses the Licensed Software through a mobile device, computer, and/or computer system.

   "*Intellectual Property Rights*" means all copyrights, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary and/or intellectual property rights.

   "*Licensed Software*" means the iboss software program or programs, including any modified, updated, or enhanced versions of such programs that iboss may provide to Customer pursuant to this Agreement or a separate maintenance and support agreement.

   "*Services*" means the iboss services, including the Licensed Software, that Customer has purchased from iboss' Partner.

3. **SOFTWARE LICENSES.** iboss grants You a non-exclusive, non-transferable, revocable, worldwide, royalty-free, limited license (without the right to sublicense) to use the Licensed Software and Services solely for Customer's internal business purposes and according to the Acceptable Use Policy and Documentation.

4. **LICENSE FROM CUSTOMER**. During the Term, Customer grants to iboss a limited, non-transferable, royalty-free license to use the Customer Content solely to enable iboss to provide the Service to Customer and fulfill iboss' obligations hereunder. iboss will maintain reasonable and appropriate physical, organizational, administrative, and technical safeguards designed to protect Customer Content from loss, misuse, unauthorized access, disclosure, alteration and destruction.

5. **RESTRICTIONS.** The rights granted to Customer in this Agreement are subject to the following restrictions. Customer shall not:

   (a) reproduce, license, sublicense sell, resell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the Licensed Software, or make the Licensed Software available to any third party;

   (b) make the Licensed Software available to any third party for purposes of testing the Licensed Software, and disclosing publicly the results of the tests;

   (c) interfere with, disrupt, modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Licensed Software;

   (d) access the Licensed Software for research and development or competitive assessment purposes, or to build a similar or

competitive product or service or extend term of the license granted hereunder;

(e) either publicly or privately, republish, downloaded, display, post or transmit in any form or by any means the Licensed Software or any component of it (including screenshots or other images of the Licensed Software), which includes but is not limited to electronic, mechanical, photocopying, recording or other means;

(f) interfere with, disrupt, alter, translate, or modify the Licensed Software, or create an undue burden on the Licensed Software or networks or services connected to the Licensed Software;

(g) use the Licensed Software on any mobile devices or other computer systems or hardware for which Customer has not received the necessary End-User consent(s);

(h) remove any copyright or other proprietary rights notices in the Licensed Software; and

(i) use the Licensed Software for any purpose other than the purpose for which the Licensed Software is intended.

6. **CUSTOMER AND IBOSS OBLIGATIONS.** Customer agrees to take all reasonable steps to safeguard the Licensed Software and the associated login credentials to ensure that no unauthorized person has access to either, and that no unauthorized copy, publication, disclosure or distribution, in whole or in part, in any form is made. Each party acknowledges and agrees that the Licensed Software and Customer Content contain valuable, confidential information and trade secrets and that the unauthorized use and/or copying of the same would be harmful to Customer or iboss. Each of Customer and iboss represents and warrants that it will comply with all laws, rules and regulations that apply to its use of the Licensed Software or Customer Content and any other activities in connection with this Agreement. Customer agrees to cause all its End-Users to comply with the Acceptable Use Policy. Customer hereby further represents and warrants that the Licensed Software will not be used to filter, screen, manage or censor Internet content for End-Users without permission from the affected End-Users. Customer hereby acknowledges and agrees that (a) Customer's use of features, including, but not limited to desktop monitor control and reporting (DMCR), logging and alerts, are subject to all state, local, and federals laws and regulations applicable within the country of deployment, and (b) Customer will comply with all such restrictions and required disclosures.

7. **SUPPORT.** Subject to the terms of this Agreement, during the subscription term, iboss will provide support services to Customer according to the Service Level Agreement located at https://www.iboss.com/service-level-agreement.

8. **OWNERSHIP.** All right, title, and interest, including all Intellectual Property Rights, in and to the Licensed Software shall be owned and retained by iboss or its suppliers. Any rights not expressly granted by iboss in the Agreement are reserved. Customer acknowledges that it acquires no ownership interest in the Licensed Software. iboss acknowledges and agrees that Customer is the sole and exclusive owner of all Customer Content. Any third-party software included in the Licensed Software may only be used in conjunction with the applicable product or service, and is not licensed for use independent from such product or service.

9. **DISCLAIMER OF WARRANTIES.** THE LICENSED SOFTWARE IS PROVIDED TO CUSTOMER ON AN "AS-IS" BASIS. IBOSS AND ITS SUPPLIERS DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE LICENSED SOFTWARE, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IBOSS DOES NOT REPRESENT OR WARRANT THAT THE LICENSED SOFTWARE OR ANY NETWORKS, SOFTWARE, OR SYSTEMS USED WITH SUCH PRODUCTS WILL BE FREE FROM VULNERABILITY, INTRUSION, ATTACK, OR OTHER DAMAGE. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

10. **INDEMNIFICATION.**

    10.1. By iboss. iboss shall indemnify and hold Customer and its employees, officers, and directors harmless from and against any and all liabilities, claims, causes of action and suits (collectively "Claims") arising out of third-party Claims that the Licensed Software infringes or misappropriates such third party's intellectual proprietary rights. iboss shall, at its expense, defend such Claims and pay damages finally awarded against Customer, or paid by Customer pursuant to an

executed settlement agreement, in connection therewith.

10.2. **Exclusive Remedy.** If the Licensed Software becomes, or in iboss' opinion is likely to become, the subject of an infringement claim, iboss may, at its option and expense, in addition to its indemnity obligations in Section 12.1, above, either (a) procure for Customer the right to continue exercising the rights licensed to Customer in this Agreement, (b) replace or modify the Licensed Software so it becomes non-infringing, or (c) terminate this Agreement by written notice to Customer and promptly refund any prepaid amounts to Customer. Notwithstanding the foregoing, iboss will have no obligation under this Section 12.2 or otherwise with respect to any infringement claim based upon (i) any unauthorized use, reproduction, or distribution of the Licensed Software by Customer or any End User, (ii) any use of the Licensed Software in combination with other products, equipment, software, or data not supplied by iboss, except such products, equipment software and data to which the parties mutually agree, (iii) any use, reproduction, or distribution of any release of the Licensed Software other than the most current release and the next most recent prior release of the Licensed Software if the Customer has been advised of the need to upgrade by iboss in order to protect against infringement, or (iv) any modification of the technology by any person other than iboss, if the infringement would not have occurred but for such modification. This Section 10.2 states iboss' entire liability and Customer's sole and exclusive remedy for Customer infringement Claims.

10.3. **By Customer.** Customer shall to the extent permitted by the law applicable to Customer and without waiving sovereign immunity, indemnify and hold iboss and its employees, officers, and directors harmless from and against any and all third-party Claims arising from Customer's alleged or actual breach of Sections 5 or 6 of this Agreement. Customer shall, at its expense, defend such Claims and pay damages finally awarded against iboss, or paid by iboss pursuant to an executed settlement agreement, in connection therewith.

10.4. **Indemnification Procedures.** The indemnification obligations in this Section 10.4 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.

11. **LIMITATION OF REMEDIES AND DAMAGES.** EXCEPT FOR EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, (A) NEITHER PARTY NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND (B) EACH PARTY AND ITS SUPPLIER'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CAUSE WHATSOEVER HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE LICENSED SOFTWARE DURING THE 12 MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH CUSTOMER ALLEGES THE EVENTS THAT CAUSED SUCH DAMAGE OCCURRED.

12. **PRIVACY.** iboss' Privacy Policy (located at https://www.iboss.com/privacy-policy) explains how iboss treats personal data and protects individual privacy rights when customers use the Service. In using the Service, You agree that iboss may use such data according to the Privacy Policy.

13. **GOVERNING LAW.** This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to conflict of law principles.