

Prolexic On-Prem Agreement

This Prolexic On-Prem Agreement (“Agreement”) is made effective as of the Effective Date by and between Corero Network Security, Inc. (“Corero”) a company incorporated Delaware corporation with its head office located at 293 Boston Post Road West, Suite 310, Marlborough, MA 01752, United States and Customer.

Customer shall evidence its intent to subscribe to the Program and its acceptance of this Agreement by executing an Order Form with Akamai Technologies, Inc., its affiliates, Channel Partners, or other authorized resellers or distributors (collectively, “Akamai”).

The terms and conditions contained in the Agreement shall govern the hardware equipment (“Appliance/s”), software that operates on such Appliance/s (“Appliance Software”), Support, Maintenance, and Service programs collectively defined as the “Program” or “Services” as detailed in the Corero Quote referenced in the executed Order Form, to be licensed by Corero to Customer, for the fees (“the Subscription Fee”) described herein.

To the extent Customer has also purchased Subscription Software, as detailed in its Corero Quote, The terms governing the Subscription Software are specified in Exhibit A The Appliance Software and the Subscription Software hereinafter referred to together as “Software”.

1.0 Term and termination

- a. The term of this Agreement shall begin on the Effective Date of the Order Form with Akamai (the “Akamai Order Form”). The Akamai Order Form otherwise defines the length of the Term, including any Renewal Term.
- b. Either party has the right to terminate this Agreement if the other party breaches its obligations hereunder, and does not cure such breach, after notice, within a thirty (30) day cure period. After the termination or expiration of this Agreement, Customer shall promptly return the Appliance/s and Software to Corero without modification and in the same condition as originally delivered by Corero to Customer, reasonable wear and tear only excepted.
- c. Termination of this Agreement shall be Customer’s sole and exclusive remedy for any breach of this Agreement by Corero except that Corero shall refund to Customer the charges paid to Akamai for the period after the effective date of termination.
- d. If this Agreement is terminated by either party, neither party shall have any further obligations to the other party except that termination of this Agreement shall not constitute a waiver by Akamai of Subscription Fees due to Akamai.

2.0 License

- a. Corero hereby grants to Customer a temporary, nontransferable, nonexclusive license to use the Appliance Software and related materials listed in the Akamai Order Form.
- b. The Appliance Software may be used only with the Appliance/s listed or identified in the Akamai Order Form, except as set forth herein, or as may be permitted in writing by Corero or Akamai.
- c. Corero hereby grants to Customer a license to use the Subscription Software listed in the Akamai Order Form, in accordance with the terms in Exhibit A
- d. Customer shall not (i) provide, transmit or otherwise make available, the Software or any part or copies thereof to any third party, or (ii) reverse engineer, reverse compile or reverse assemble the Software. Corero retains the right to immediately terminate this license upon any failure of Customer to fulfill its obligations under the License.

3.0 Title

- a. Customer acknowledges that Corero shall have sole and exclusive title to, and ownership of, the Appliance/s. Customer agrees, if reasonably necessary to protect Corero’s interest, to keep the Appliance/s labeled so as to indicate Corero’s ownership thereof and to execute such further reasonable documentation as Corero may request to evidence Corero’s title.
- b. Customer shall provide Corero at least thirty (30) days advance written notice of its intention to move the Appliances which notice must specify the new location; provided, however, that Customer shall provide Corero written notice of an emergency move within ten (10) days after such emergency move.
- c. Customer may request that Corero move the Appliances to another location. Customer shall pay for the removal and supervision of Customer’s packing and unpacking of the Appliances, and reinstallation at Customer’s destination site at Corero’s then current charges for such Services. Appliances moved under emergency circumstances will be subject to inspection and repair at Corero’s then-current charges to restore them to a condition eligible for Services hereunder. Corero will exercise reasonable efforts to service Appliances subjected to an emergency move.

4.0 Shipping costs and insurance

- a. Corero shall bear the shipping costs for the Appliance/s to Customer’s site and from Customer’s site during the Term. Corero shall bear the risk of loss on the Appliance/s while in transit and Customer shall bear the risk of loss on or damage to the Appliance/s while the Appliance/s are in Customer’s possession.

b. Customer agrees, at its own expense, to obtain and maintain at all times, with insurers of recognized responsibility, (including, if applicable, self-insurance) liability insurance in amounts sufficient to insure against all risk of loss or damage to the Appliance/s, said amount not to be less than thirty six (36) times the monthly Subscription Fee. All such policies shall name Corero as an insured. If so requested by Corero (a) Customer shall furnish valid certificates of insurance evidencing the coverages detailed above, and (b) Customer shall submit and negotiate any insurance.

5.0 Alterations, modifications, attachments

a. Customer agrees to make no alterations, modifications or attachments to the Appliance/s without Corero's written permission.

6.0 Maintenance, support and updates (SMUM)

a. Corero agrees to supply standard support ("SMUM") and Advanced Hardware Replacement ("AHR") service for the Appliance/s, as defined in the Corero Product Support Guide available at <https://www.corero.com/support/end-user-agreements> ("Support Agreement"), during the Term of this Agreement, as part of the Subscription Fee.

b. AHR is a service by which Corero will dispatch a replacement hardware unit to Customer upon notice of a defect, in advance of receipt of the defective unit. The terms for the AHR service and procedures for Customers to make an AHR request are set out in the Support Agreement.

7.0 Proprietary Information

a. The Software and, if identified as being proprietary, other information being furnished constitute proprietary information of Corero ("Proprietary Information"). Customer represents that it has adopted reasonable procedures to protect the Proprietary Information, including procedures precluding use of and access to such information except to such of Customer's employees that require access because of their direct involvement in the operation and/or maintenance of the Appliance/s or Software. Customer and its employees agree not to disclose such information to any third party.

8.0 Responsibility of Customer

a. Customer shall not perform, or have performed for it on its behalf, any support or maintenance services or repairs to the Appliance/s or Software without prior written approval by Corero.

b. Customer shall maintain the installation site in accordance with the environmental specifications of the Appliance and industry standards.

c. When reasonably possible, Customer shall allow Corero remote access to the Appliance/s to enable Corero

to perform remote diagnosis in order to fulfill its Service obligations. Where applicable, and upon reasonable request, Customer agrees to permit Corero service representatives full, free and safe on-site access to the Appliance/s.

d. Customer shall provide a secure storage space, designated work area and access to a telephone, a backup copy of current software and data, and the reasonable use of necessary equipment, attachments, features and communications facilities, as may be required to troubleshoot and maintain the Appliance/s.

e. Customer shall register contacts on the Corero Support Portal in connection with the Services performed under this Agreement. Such person(s) will promptly notify Corero of malfunctions, cooperate in providing a complete description of the malfunction, including but not limited to, indicators, diagnostic dumps or statistics on the Appliance/s, detailed network diagrams and descriptions, a timeline of operational or environmental events leading up to the malfunction and, if required, perform certain duties such as system restarts, logging and reporting of error information and running of operational readiness tasks and other assistance as may be requested by Corero. Customer and such qualified contacts shall be responsible for using its best efforts in determining that any reported malfunctions or errors can be replicated and that they are isolated to the Appliance/s. Customer agrees that if a malfunction or error is reported to Corero Technical Support Services and the defect or issue is with the software or systems not supplied by Corero, then Corero may invoice Customer on a T&M basis for the reasonable work done isolating the malfunction or error.

f. Customer shall maintain back-up copies of all data on servers or systems which interact or are protected by the Appliance/s and Software.

g. In order to receive any of the support services in this Agreement, Customer must be a registered user within the Corero Support Portal. Only registered users will receive technical support, and other Services as defined herein and have access to the knowledgebase, web ticketing system, software upgrades, and online Documentation. A serial number is required for registration. The registration URL link can be found at <http://support.corero.com>. Full access to the portal will be provided after the successful review of the information provided by Customer.

9.0 General Terms and Conditions

9.1. Warranties

a. Corero warrants that the Services under this Agreement shall be provided in a professional and workmanlike manner, in accordance with the description and documentation provided by Corero to Customer.

b. THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE PROVIDED BY CORERO. CORERO

DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

NEITHER THIS AGREEMENT NOR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO GUARANTEE OR IMPLY THAT THE OPERATION OF THE SERVICES OR APPLIANCE/S (i) WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE OR THAT THE APPLIANCE/S WILL PROTECT AGAINST POSSIBLE THREATS OR ATTACKS, (ii) SECURITY THREATS, MALICIOUS CODE AND/OR VULNERABILITIES WILL BE IDENTIFIED AND BLOCKED, (iii) THE OPERATION OF THE SERVICES OR APPLIANCE/S WILL RENDER CUSTOMER'S NETWORK AND SYSTEMS SAFE FROM MALICIOUS CODE, INTRUSIONS OR OTHER SECURITY BREACHES, (iv) THERE WILL BE NO FALSE POSITIVES.

EXCEPT FOR EXPRESS REPRESENTATIONS OR WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER THIS AGREEMENT NOR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO GUARANTEE OR IMPLY THAT (i) THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE OR WILL PROTECT AGAINST ALL POSSIBLE THREATS OR ATTACKS, (ii) ALL SECURITY THREATS, MALICIOUS CODE AND/OR VULNERABILITIES WILL BE IDENTIFIED AND BLOCKED, (iii) THE OPERATION OF THE PRODUCTS WILL RENDER CUSTOMER'S NETWORK AND SYSTEMS SAFE FROM MALICIOUS CODE, INTRUSIONS OR OTHER SECURITY BREACHES, OR (iv) THERE WILL BE NO FALSE POSITIVES IN TERMS OF IDENTIFYING POSSIBLE THREATS OR ATTACKS.

THE LIMITED WARRANTY SET FORTH IN THIS WARRANTY AGREEMENT GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE OTHER RIGHTS UNDER APPLICABLE LAW, WHICH MAY VARY DEPENDING ON THE CUSTOMER LOCATION. NO DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE OF CORERO IS AUTHORIZED TO CHANGE OR ADD TO THE WARRANTY AND REMEDIES SET FORTH HEREIN.

c. All warranties and representations contained in this section shall survive termination or expiration of this Agreement.

d. Corero shall defend any claim, suit or proceeding brought against Customer so far as it is based on a claim that any Software supplied hereunder infringes a patent, copyright or trade secret in the United States, and shall pay all damages and costs finally awarded therein against Customer, provided that Corero is notified promptly in

writing of the claim and given authority, information and assistance for the defense of such claim. If a claim has occurred, or in Corero's opinion is likely to occur, Customer agrees to permit Corero, at its option and expense, either to procure for Customer the right to continue using the Software or to replace or modify the same so that it becomes non-infringing, or, if neither of the foregoing alternatives is reasonable available, remove the Software and refund to Customer the price paid for the balance of the Term. Corero has no liability for any claim based upon the combination, operation or use of any Software supplied hereunder with equipment, devices or software not supplied by Corero. Corero has no liability for a claim based upon alteration or modification of any Software supplied hereunder. Customer shall defend and hold Corero harmless against any expense, judgment, or loss for alleged infringement of any patents, copyrights, trade secrets or trademarks which result from Corero's compliance with Customer's designs, specifications or instructions. The foregoing states the entire obligation of Corero with respect to infringement or the like.

9.2. Limitations

a. EXCEPT FOR ITS INDEMNITY OBLIGATIONS, IN NO EVENT (i) SHALL CORERO'S LIABILITY FOR ANY DAMAGES EXCEED THE TOTAL AMOUNT OF FEES PAID HEREUNDER, FOR THE PRECEDING TWELVE MONTH PERIOD, FOR THE SPECIFIC SERVICES WHICH DIRECTLY CAUSED SUCH DAMAGE, OR (ii) SHALL CORERO, CUSTOMER OR THEIR RESPECTIVE SUBCONTRACTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST BUSINESS PROFITS AND LOSS, DAMAGE OR DESTRUCTION OF DATA), WHETHER THE CLAIM IS BASED ON CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME.

b. Customer acknowledges that the information, data and other analysis ("Data") provided by Corero as part of the Program is intended for use only with and as part of the Program under this Agreement. Such Data is not warranted for use for any other purpose or to be error free. If Customer uses the Data for any other purposes, Customer will indemnify, defend and hold Corero, its affiliates and their respective directors, officers, employees, agents and representatives, harmless from and against any and all third party claims, suits, actions, proceedings, damages, costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or relating to any such use, including but not limited to, reliance on any such Data for claims or actions against any third parties.

c. Customer acknowledges that Corero has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth above, and that the same form an essential basis of the bargain between Customer and Corero. Customer and Corero agree that the limitations and

exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

d. No action, regardless of form, arising out of, or in any way connected with the Program provided under this Agreement may be brought by either party more than one (1) year after the claim on which the action is based occurred.

9.4. General Provisions

a. Corero shall not be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war or the inability to obtain sufficient supplies, transportation, or other essential service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree (each a "Force Majeure Event"); provided that, (a) Corero gives prompt written notice thereof to Customer; and (b) Corero takes all reasonable steps to mitigate the effects on Customer of the Force Majeure Event.

b. Failure by either party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any term. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is held to be unenforceable or invalid, the remaining provisions shall be given full effect, and the parties agree to negotiate, in good faith, a substitute valid provision that most nearly approximates the parties' intent.

c. This Agreement makes up the complete and exclusive agreement for the Program and supersedes and replaces all prior or contemporaneous representations, understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting and/or additional terms or conditions contained on printed forms such as purchase orders, sales acknowledgments or quotations. Only a written instrument signed by authorized representatives of Customer and Corero may modify this Agreement.

d. Except for the right to receive monies due or to become due, neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Corero reserves the right to assign any service obligation to its authorized resellers or subsidiaries and to subcontract any of its obligations under this Agreement, but Corero will remain primarily liable for such assigned or subcontracted performance. Notwithstanding the foregoing, no such consent is required if Corero assigns this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets to any third party who assumes the obligations of this Agreement.

e. It is acknowledged and agreed that Corero's relationship with Customer is at all times hereunder an

independent contractor. Corero shall have no authority to act on behalf of, or legally bind Customer, and Corero shall not hold itself out as having any such authority. This Agreement shall not be construed as creating a partnership or joint venture.

f. All notices under this Agreement shall be in writing and shall be sent to the parties at their respective addresses - in the case of Corero the address listed on the first page of this Agreement and in the case of Customer the address on the purchase order - by registered or certified mail, postage paid. Notices shall be deemed effective when received.

g. During the Term and for twelve months thereafter, neither party shall solicit, induce, recruit or encourage any person employed by the other or engaged by the other to assist with performance hereunder to terminate his or her employment or engagement with such party and shall not hire such individual as an employee or independent contractor. The foregoing restriction shall not apply to any employee who applies for a post with the other party which is advertised online or in any other manner provided that the employee in question has not been approached by the other party prior to that employee making such application.

h. This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts excluding choice-of-law provisions thereof that would mandate application of the laws of any other State.

i. Arbitration. Any dispute, controversy, or claim arising out of, relating to, involving, or having any connection with this Agreement, including any question regarding the validity, interpretation, scope, performance, or enforceability of this dispute resolution provision, that the parties cannot resolve through negotiations or mediation, shall be exclusively and finally settled by binding and confidential arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution (the "ICDR Rules"). The arbitration will be conducted in the English language and the place of the arbitration shall be Boston Massachusetts. The arbitration will be conducted by three arbitrators. Each Party will appoint an arbitrator, obtain its appointee's acceptance of such appointment, and deliver written notification of such appointment and acceptance to the other Party within 15 days after the due date of the respondent's answering statement. The two Party-appointed arbitrators will, within 30 days of their own appointment, jointly agree upon and appoint a third arbitrator who will serve as the chairperson of the arbitral panel. Absent agreement by the two party-appointed arbitrators on a third arbitrator within that 30-day time, the chairperson shall be selected by the ICDR in accordance with the ICDR Rules. All decisions, rulings, and awards of the arbitral panel will be made pursuant to majority vote of the three arbitrators. The award will be in accordance with the applicable law, will be in writing, and will state the reasons upon which it is based. The arbitrators will have

no power to modify or abridge the terms of this Agreement. The award of the arbitrators will be final, and judgment on the award may be entered and enforced in any court having jurisdiction to do so.

j. Nothing in this Section will prevent either party from seeking interim injunctive relief against the other party in the courts having jurisdiction over the other party. Each party hereby unconditionally submit to the exclusive jurisdiction of the federal courts in Boston, Massachusetts and all appellate courts of the federal courts of the United States for all matters related to the enforcement of any arbitral award and legal actions seeking injunctive relief. The application of the United Nations Convention of Contracts for the Sale of Goods is expressly excluded.

Exhibit A
Subscription Software

1.0 Definitions

1.1 “Change Management Process” means the process adopted by Customer when changes to the Software are necessary, for instance for a new software update. The Change Management Process shall be established and modified by Customer from time to time, and discussed and arranged with Corero. In the event the Change Management Process is not reasonable, or it prevents or delays Corero’s ability to timely or fully perform under this Agreement, including without limitation, the ability to meet its service level goals, such failure by Corero shall not constitute a breach of this Agreement.

1.2 “Documentation” means any documentation provided by Corero to Customer, whether in hard or electronic copy, relating to any Product, as updated from time to time.

1.3 “License Scope” or “Scope” means the capacity of Software monitoring usage that Customer has purchased and is authorized to use, as specified in the Sales Quotation. Corero licenses its Software pursuant to this Agreement for installation in Customer’s network based on the number of “instances” of virtual installation (as set out in the Akamai Order Form). Software installation requires the installation of Corero’s management software and deployed instances of monitoring software. Instances are measured by the capacity of traffic that a Software installation can process. Each installation of management software can control a certain number and capacity of instances, as further described in Corero’s Documentation and Corero’s Sales Quotation.

1.4 “Software” means the object code of the software provided by or on behalf of Corero to Customer, including all updates and enhancements thereto, whether such Software is licensed directly by Corero to Customer, or whether it is other software used by Corero in the provision of any Service.

1.5 “Subscription Term” means the period of time that Customer is authorized to use the Corero Software, or the duration of the Service offering, as set out in Exhibit A is appended.

2.0 Provision of Software Subscription

2.1 License. Corero grants to Customer a non-assignable, non-exclusive, non-transferable (except as expressly provided herein) license (the “License”) to use the version of the Software provided to Customer for the duration of the Subscription Term purchased by Customer, in accordance with the License Scope purchased by Customer. Customer may use the Software (i) for Customer’s internal business purposes including the business purposes of its Affiliates, (ii) as intended through the normal functionality of the Software, as necessary for the purposes of receiving the Services and (iii) in accordance and compliance with the terms of this Agreement. Any copy of the Software and Documentation provided to Customer under this Agreement is licensed, not sold, to Customer by Corero. The Customer must use the Corero Software in accordance with the applicable Documentation. Customer may make copies of the Software and Documentation solely for backup or archival purposes which are necessary for its lawful use, provided that all copyright and other notices are reproduced on that copy, or Customer may copy the Software to a single hard disk provided Customer keeps the original solely for backup or archival purposes. If the Software is an upgrade, Customer may use it only with the system unit designated by Customer and notified to Corero.

2.2 Restrictions. Customer may not (i) modify, translate, adapt or create derivative works from the Software or Documentation, (ii) decompile, disassemble, decrypt, extract or otherwise reverse engineer the Software, except to the extent this restriction is expressly prohibited by applicable law, (iii) circumvent, disable or otherwise interfere with security-related features of the Software, or (iv) use the Software for any illegal purpose, in any manner that is inconsistent with the terms of this Agreement, or to engage in any illegal activity. Customer may not loan, rent, transfer, lease, or license the Software or allow third parties to use the Software via time sharing, service bureau, or other arrangements, or copy the Software or Documentation other than as expressly provided herein.

2.3 Copyright and other intellectual property. Corero (or its licensors) shall own all intellectual property rights in the Software, Documentation, and products of the Services (and in each case, all modifications and updates thereto), and Customer shall promptly enter into such documentation as is reasonably required by Corero to vest ownership of intellectual property accordingly. Customer shall have no rights in or to the Software, Documentation, or products of the Services other than the right to use them in accordance with the terms of this Agreement. The provisions of this Section 2.3 shall survive termination or expiration of this Agreement.

2.4 Changes to License Scope. If the License Scope changes during the Subscription Term, Customer shall without delay inform Corero. In addition, the mitigation capacity for each Product shall be monitored by the SOC. The License Scope shall be deemed to have been exceeded if traffic capacity is above the licensed level for more than 5% of the time, defined as the 95th percentile, in a calendar month. Should the capacity for any Product exceed the current License Scope, the next level of License Scope (as set out in the Sales Quotation) will be chargeable at the start of the following quarter and Corero shall issue an invoice for the new License Scope in respect of the period up to Customer’s next renewal date. Such invoice shall be payable within thirty (30) days.

3.0 Warranties

3.1. Corero warrants that during the Term, the Software, as originally delivered and unaltered by anyone other than Corero, will substantially conform to the applicable product Documentation provided with the Software. This limited Software warranty is void if failure of the Software is due to alteration, accident, abuse, or misapplication through no fault of Corero. This limited warranty extends only to Customer as the original licensee.

3.2 Corero's sole responsibility and Customer's exclusive remedy under this warranty shall be for Corero to repair, or at its option, to replace any Software. In the event that Corero is unable to repair or replace the Software, Corero may, at its sole option, terminate this Agreement and refund to Customer the fees paid in advance in respect of the remainder of the Term after the date of termination.

3.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SET FORTH IN THIS AGREEMENT, CORERO DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.