

Versa Secure Access Services Edge (SASE) AND/OR Versa Secure Services Edge (SSE) END USER SUBSCRIPTION SERVICES AGREEMENT

This End User Subscription Services Agreement ("Agreement") governs Your rights and duties with respect to the Subscription and usage of the Platform or Product. Capitalized terms used in this Agreement are defined in Section "Definitions". The terms "Customer," "You," "Your," and "Yours" refer to you, the end customer and/or user of the Product, obtained through Approved Sources, whereas "Versa" shall refer to Versa Networks, Inc. with its principal place of business at 2550 Great America Way, Suite 350, 3rd Floor, Santa Clara, CA 95054.

1. Rights Grant

- a. When You purchase a Subscription plan or lawfully receive rights to use the Platform by Versa, Versa grants You a worldwide, non-exclusive, non-transferrable, revocable right to use that Platform for the Subscription Term.
- b. Your use of the Platform, as well as any components of the Platform, may not exceed the scope or quantity You have purchased.
- c. You may install and use Versa Secure Access Client application that is part of the Platform on any device that supports it.
- d. You are also granted a worldwide, non-exclusive, non-transferrable right to use eligible Versa Cloud Gateways (VCGs) that are deployed globally with Versa Operating System™ (VOS™) as part of the Platform.

2. Subscription & Fair Usage Policy

a. **Subscription:** Versa Platform offerings are provided as a Subscription with various subscription plans that are equipped with programmatic usage enforcement. It is Your responsibility to purchase the subscription plan that meets Your needs. The Subscription is limited for a number of Authorized Users or for bandwidth per Region. For the purposes of this Agreement ("Authorized User") is defined as a specific named individual user who is authorized to access the Platform. To the extent the Subscription pertains to a per Authorized User or per seat basis, the authorization is not sharable between more than one named individual. Every unique user that is authenticated and connected to a Gateway is counted towards the authorized user licenses subscribed by the Customer. For any traffic for which user authentication is not enabled on the Gateway, a unique user count of 3000 IP sessions per day shall be considered one (1) Authorized User. Versa reserves the right to monitor the unique user count and enforce strict policing. When licensed on bandwidth per region basis, the bandwidth is calculated on per region for all users connected in the region.

b. **Fair Usage Policy:** Platform is a managed or cloud-based SaaS (software as a service) which can scale up and down based on user requirement. However, in order to avoid misuse of the infrastructure, Versa has installed protections. Versa monitors the subscription usage per the industry standard guidelines. If Versa identifies that a customer is exceeding the industry standard guidelines by a significant margin, Versa reserves the right to renegotiate the applicable commercial agreement and/or the then-current Subscription plan. The table below lists maximum usage in terms of data transfer allocated per unit (User or Mbps) averaged over the subscribed capacity.

SASE Subscription Service	Fair Usage Volume
Versa Secure Internet Access (VSIA)	10 GB per user per month
Versa Secure Private Access (VSPA)	5GB per user per month
Versa Secure Internet Access/Versa Secure Private Access Bundle (VSPIA)	15 GB per user per month
Versa Secure Access Fabric (VSAF)	15 GB per Mbps of VSAF per month
Advanced Threat Protection (ATP)	60 files per user per month

Subject to the foregoing, if the Customer and Versa cannot come to a mutually agreeable solution, Versa reserves the right to terminate the Subscription without any further obligation.

3. Subscription Term

- a. Subscription: Unless Your commercial agreement (Enterprise Services Agreement (ESA), Enterprise License Agreement (ELA) or Master Services Agreement (MSA)) states otherwise, the term of the Subscription will be 12, 36 or 60 months, as per the term referenced Your purchase order or other applicable ordering documents (“Subscription Term”). The term or validity of Your Subscription is subject to the act, omission and status as described in Section “*Restrictions, Limitations and Prohibitions*”.
- b. Start Date. Your commercial agreement (ESA, ELA or MSA) shall state, Your Subscription Start Date . Versa reserves the right, at its sole discretion, to update or modify the Subscription Start Date. You agree to accept the revised Subscription Start Date as communicated by Versa.
- c. Renewals. All subscriptions must be renewed to remain in effect.
- d. Expiration: If You opt not to renew, Your Subscription(s) will expire at the end of the Subscription Term.
- e. Modify: The Subscription may be upgraded during the Subscription Term to a higher tier. A Modify action results in termination of the existing Subscription and subsequent start of a new Subscription license, which will co-terminate with all existing Subscriptions.

4. Support Services & Updates

- a. Your Versa Subscription entitles you to the applicable tier of Support Services (phone or web). If You have purchased these aforesaid services through a Versa authorized reseller or partner, then they are your first line of support.
- b. Updates. Your Subscription entitles you to the applicable updates from time to time that are made available by the Approved Source. These updates will be implemented as part of Versa’s ongoing service.

5. Restrictions, Limitations and Prohibitions

Notwithstanding any other terms and conditions of this Agreement, this Section applies to all varieties of Subscription:

- a. No Rights or Licenses Implied. Rights in the Services not expressly granted in this Agreement shall not arise by implication or otherwise.
- b. Approved Source. You shall have no right in the Platform unless You rightfully received the Platform usage rights from an Approved Source.
- c. No Subletting or Assignment. You may not sublet, transfer, sublicense, delegate or assign, whether voluntarily or by operation of law, any right in or to the Platform. Any attempted sublet, transfer or

assignment shall be null and void. If You are a party to a transaction (or related series of transactions) involving a merger, consolidation, or other corporate reorganization (collectively, a "Restructure") where You do not survive the transaction(s), the transaction(s) shall also be deemed a prohibited transfer. d. You are Sole Subscription services Holder. No rights in the Platform or any applicable Support Services shall arise under this Agreement in favor of anyone other than You.

e. **Separately Licensable Software.** The software image that is used for the Platform that You subscribe to from Versa or its "Approved Sources" might also include additional unlicensed features or functionality that You may not use unless You purchase a separate license at an additional fee. Features and functionality are not included in your subscription to the revision of the Service you have subscribed to unless a feature description for that version of the Service identifies those features and functionality as being included in a specific Tier Option.

f. **Restrictions on access or use.** You shall not allow any third-party access to services, content or resources that are generated, managed, distributed, provisioned, billed, or enabled by the Service. g.

Other Use Restrictions and Prohibitions

Versa uses the Versa Operating System™ (VOS™) software, Versa Client, and other components to its Platform. You must not, directly or indirectly:

1. **Decompile, disassemble, or reverse engineer** the Platform, or modify, unbundle, or create derivative works based on the Platform, except as expressly permitted by Versa.
2. If the applicable law requires Versa to provide interface information to You to adapt the Platform, Versa may, at its option:
 - o (A) Provide the information to You, subject to your acceptance of non-disclosure and use limitation terms that Versa reasonably requires, or
 - o (B) Perform the adaptation itself at a reasonable charge for services.
3. **Detach or separate** any libraries, files, modules, or other components embedded within the Platform, even if they are separately licensable. You may only use these components separately if it is a documented feature of Your Subscription plan.
4. **Provide copies or access** to the Platform to any third party, except to Your authorized contractors who are performing services for You. These contractors must adhere to the terms of this Agreement. You remain fully (i) responsible for ensuring their compliance with this Agreement and (ii) liable for their act or omissions resulting any loss or damages to Versa or its licensors.
5. **Remove or fail to include** any readme files, notices, disclaimers, marks, or labels included in the Platform as delivered by Versa, especially if Your subscription allows you to make copies.
6. **Use or allow the use** of the Platform in violation of any applicable law or regulation, or to support or facilitate any illegal activity.

6. Subscription Services fees & Taxes

- a. **Fees.** All fees are due and payable upon invoice by the Approved Sources.
- b. **Taxes.** All prices and fees payable in respect of any subscription service to the Platform or any support specific contract entered into with the Approved Source are exclusive of tax. You shall be responsible for paying taxes arising from the delivery of services (including any subscription) or purchase of support services. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Versa prior to invoicing, and You shall promptly notify the Approved Source if Your exemption is revoked or modified. All payments that You make shall be net of any applicable withholding tax. You will provide reasonable assistance to the Approved Source in connection with such withholding taxes by promptly providing the Approved Source with valid tax receipts and other required documentation showing Your payment of any withholding taxes; completing appropriate applications

that could reduce the amount of withholding tax to be paid; applying for reduced tax rates; and notifying and assisting the Approved Source in any audit or tax proceeding related to transactions hereunder. You shall comply with all applicable tax laws and regulations, and You will promptly pay or reimburse the Approved Source for all costs and damages related to any liability incurred by Versa as a result of Your noncompliance or delay with its responsibilities herein. Neither party shall be liable for taxes or assessments on the other party's net income, gross income, capital, net worth, franchise, privilege, property, or any similar taxes or assessments. Your obligations under this Section shall survive termination or expiration of this Agreement.

7. Termination

a. Early Termination for Breach. If at any time You

- i. fail to make timely payment of any applicable fees due in respect of Subscription or Support Services, or
- ii. use the Platform in excess of Your purchased License Metric units but fail timely to notify Approved Source of such excess use, or otherwise breach any term of this Agreement or Your MPA, then the Approved Source may, in addition to any other remedy to which it may be entitled, terminate Your subscription and any rights You may have to Support Services.

b. Termination for Insolvency. Either party may terminate Agreement, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing.

c. Effect of Termination or Expiration. If Your Subscription Term expires without renewal or reinstatement or otherwise terminates, then You shall promptly destroy or return to Versa any and all copies of the Platform, embedded software and related documentation in Your possession or control.

d. Survival. The provisions of Sections 8 through 25 shall survive termination or expiration of this Agreement.

e. Early Termination. In the event of termination prior to the subscription end date, no fees will be paid back.

8. Product/Service Direction Statements & Confidential Information

a. Versa may from time to time disclose information related to its development and plans for future products, features or enhancements ("Product/Service Direction Statements"). Product/Service Direction Statements are subject to change at any time, without notice. Except as may be set forth in definitive agreements for a specific potential transaction, Versa provides no assurances, and assumes no responsibility, that future products, features or enhancements will be introduced. Except as may be set forth in definitive agreements for a specific potential transaction, You should not base purchasing decisions upon reliance of timeframes or specifics outlined in Product/Service Direction Statements, because Versa may delay or never introduce the future products, features or enhancements.

b. "Confidential Information" includes any information disclosed by one party to the other relating to the Platform or any Support Services (i) in tangible form if it is designated "Confidential" or "Proprietary"; (ii) orally, if also summarized in writing and delivered to the other party within 30 days of disclosure; or (iii) that by the nature of the information and the circumstances of the disclosure, the receiving party should reasonably infer to be confidential or proprietary. Without limiting the foregoing, any Product/Service Direction Statements, and any results of any benchmarking or other testing You perform on the Platform, shall be considered Versa Confidential Information. Confidential Information does not include information that: (a) is or becomes generally known through no fault of the receiving party, (b) is known to the receiving party at the time of disclosure, as evidenced by its records, (c) is hereafter furnished to the receiving party by a third party as a matter of right and without restriction on disclosure; (d) is

independently developed by the receiving party without any breach of this Agreement; or (e) is disclosed in response to a valid order of a court or other governmental body or is otherwise required by law to be disclosed, provided the responding party gives sufficient notice to the other party to enable it to take protective measures.

c. Each party will use a reasonable degree of care to maintain all Confidential Information of the other in confidence and neither will disclose to any third party nor use Confidential Information of the other for any unauthorized purpose. Each party may only disclose Confidential Information to those of its employees and representatives that both (i) may have a need to know for purposes of internal evaluation in the case of any Product/Service Direction Statements or otherwise for Your internal purposes in configuring, installing, using, or supporting the Platform and (ii) are legally bound by confidentiality obligations no less stringent than those of this Agreement. No rights or licenses to intellectual property in Confidential Information are granted by either party under this Agreement, whether express, implied, or otherwise. d. All Confidential Information will be returned immediately to the disclosing party after the receiving party's need for it has expired or upon request of the disclosing party or termination of this Agreement. Each party agrees that the violation of the confidentiality provisions will cause irreparable injury to the other entitling the other party to immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other remedies such party may be entitled to.

e. Nothing in this Agreement shall prohibit or limit either party's use or disclosure of the U.S. Federal income tax treatment and U.S. Federal income tax structure of any transaction contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment or tax structure, except where confidentiality is necessary to comply with applicable federal or state securities laws.

9. Consent to End User Data, Aggregate Data & Feedback

By using Versa's Platform, you consent to Versa collecting and using technical data and related information. This includes details about your devices, servers, system and application software, peripherals, and unique device identifiers. This data is collected periodically to provide Platform updates, store user data, offer product support, and other related services. You hereby acknowledge and agree that Versa may collect and analyze Aggregated Data derived from Your use of the Platform. "Aggregated Data" shall mean the data that has been combined with data from other users or customers and cannot be used to identify or isolate any individual user. Versa may use Aggregated Data for purposes such as improving the Platform, associated services including improving security efficacy, conducting market research, and developing new products or features. Versa may further collect any suggestions, comments, or other feedback provided by You and Your users regarding the use, operation, or functionality of the Platform ("Feedback"). This Feedback may be gathered through various means, including but not limited to surveys, emails, phone calls, and in-app prompts. You agree that Versa may use the Feedback for any purpose, including but not limited to improving the Platform, developing new features, enhancing security efficacy and Support Services. Versa shall retain all rights, title, and interest in and to the Aggregated Data and Feedback.

By using the Platform, You agree that Versa may process all data in accordance with its Privacy Policy available at www.versa-networks.com/privacy-policy.

10. Ownership

Versa and Versa's licensors, respectively, retain exclusive ownership of all right, title, and interest of all intellectual property in and to the Platform. Except otherwise permitted herein, nothing in this Agreement constitutes a sale, transfer or conveyance of any right, title, or interest in and to the Platform.

11. Limited Warranty

a. SUBSCRIPTION SERVICES FOR LAB USE, EVALUATION USE OR DEMONSTRATION USE ARE FURNISHED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. For Subscription Services under this Agreement, Versa warrants for Your sole benefit that for a period of ninety (90) days from the commencement of the Subscription Term (herein, the "Warranty Period"), the Platform usage rights delivered, shall be confirm in all material respects to Versa's published specifications under normal authorized use consistent with the product instructions. You may not make a warranty claim after lapse of the Warranty Period. In the event of any breach of the foregoing warranty, Versa shall at Versa's option (i) replace non-conforming copy with one that conforms to specification, (ii) use commercially reasonable efforts to provide You with a remedy or procedure to circumvent the nonconformity, (iii) refund You the License fee paid for the nonconforming copy. Any nonconformity must be reported to Versa in written form and with supporting information reasonably requested by Versa to enable verification, diagnosis and to correct the nonconformity. THIS SECTION STATES YOUR SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF VERSA FOR BREACH OF ANY WARRANTY FOR ANY BREACH OF WARRANTY BY VERSA WITH RESPECT TO VERSA PLATFORM. (iv) Versa will use commercially reasonable efforts to make the Versa Platform available in accordance with the Service Level Agreements available at

<https://versa-networks.com/documents/versa-service-level-agreements.pdf>

b. Restrictions: No warranty will apply if the Platform (i) has been altered, except by Versa; (ii) has not been installed, operated, repaired, or maintained in accordance with documentation and instructions supplied by Versa; (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident, (iv) use the Platform in any way prohibited by applicable law or that would cause either party to violate applicable law including but not limited to: (1) sending spam or other duplicative or unsolicited messages; (2) using the Platform to send infringing, obscene, threatening, libelous, or other unlawful material; (3) using the Platform to access blocked services; or (4) uploading to the Platform or using the Platform to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (e) use the Platform to run automated queries to external websites (because such websites may include Versa IP addresses in their respective IP block lists) or (v) has been licensed solely for Lab Use, Evaluation Use or Demonstration Use or if the Platform is beta software or otherwise not commercially released. In addition, neither the Platform nor any hardware system on which it may be installed is designed or intended Versa disclaims any express or implied warranty of fitness for such uses. You are solely responsible for backing up its programs and data to protect against loss or corruption. VERSA WARRANTY OBLIGATIONS DO NOT INCLUDE INSTALLATION, REINSTALLATION OR SUPPORT SERVICES OF ANY KIND.

c. VERSA DISCLAIMS ANY WARRANTY, REPRESENTATION OR ASSURANCE THAT THE PLATFORM, OR ANY EQUIPMENT OR NETWORK RUNNING THE PLATFORM, WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

d. Disclaimer of All Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, TO THE EXTENT PERMITTED BY LAW VERSA DISCLAIMS ALL WARRANTIES IN AND TO THE PLATFORM (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, THAT WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. This disclaimer and exclusion shall apply even if the express warranty fails of its essential purpose.

12. Indemnification & Limitation of Liability

a. Versa Indemnification. Versa shall, at its expense, defend any third-party claim brought against You that the Platform infringes any third-party patents, copyright, or registered trademarks ("Claim") and will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of a Claim. This obligation is subject to You: (a) notifying Versa promptly in writing of the Claim; (b) giving Versa the exclusive control of the defense of any Claim (including statements to third parties regarding the claim) and (c) provide reasonable assistance necessary for Versa to perform its obligations hereunder. Notwithstanding foregoing, Versa shall not be responsible for a Claim to the extent caused by: (i) any unauthorized modification, enhancement, or misuse of the Platform by You resulting intellectual property rights infringement, where a Claim would not have occurred but for such modification, enhancement, or misuse, (ii) Your failure to use new, updated or corrected versions of the Platform, (iii) the combination or integration of the Platform with products or information not furnished or authorized by Versa, (iv) use of the Platform in a manner not in accordance with the intended purpose or Versa's instructions.

(b) Remedies. In the event any such Claim is brought or threatened, or in Versa's reasonable opinion is likely to be brought or threatened, Versa may, at its sole option and expense: (a) procure for You the right to continue use of the Platform or infringing part thereof; or (b) modify or amend the applicable Platform, or infringing part thereof, or replace the applicable Platform, or infringing part thereof, with other Platform or services, as applicable, having substantially the same or better capabilities; or, if, in Versa's reasonable opinion, neither of the foregoing is commercially practicable, (c) terminate Your rights with respect to the applicable Platform subscription and refund the portion of the fees paid for the Subscription Term.

(c) Customer Indemnification. You will indemnify, defend and hold Versa and its shareholders, officers, directors, employees, affiliates and agents ("Versa Indemnified Party") harmless from and against any and all claims, damages or losses incurred by such Versa Indemnified Party, whether arising out of any third-party claim, suit, action or proceeding, due to Your breach of Section "*Restrictions, Limitations and Prohibitions*".

(d) IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF VERSA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS AND LICENSORS, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY (WHETHER UNDER CONTRACT OR STATUTE, IN TORT (INCLUDING PRODUCT LIABILITY) OR OTHERWISE), EXCEED, THE FEES PAID OR PLAYABLE TO VERSA (WHETHER DIRECTLY OR INDIRECTLY THROUGH THE APPROVED SOURCE) FOR THE LICENSED RIGHTS TO THE PLATFORM, FOR THE SUBSCRIPTION OR FOR THE CONTRACT FOR SUPPORT SERVICES (WHICHEVER IS APPLICABLE), IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

(e) NEITHER VERSA NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR RELATING TO THE PLATFORM OR SERVICES PROVIDED HEREUNDER.

13. Compliance with Laws; Export Requirements

You shall comply with all applicable laws and regulations in connection with use of the Platform and any Support Services. You acknowledge and agree that the Platform as well as related technical data and assistance that may be furnished in the course of the Support Services may contain encryption or encryption technology and are all subject to legal and regulatory controls and restrictions on export and re-export, including those of the U.S. Department of Commerce. You warrant and represent that the Platform was not furnished to You as a result of an export or re-export or import in violation of US or other applicable laws or regulations, that You are not on any Denied Persons list or other list published by the

US Government of parties to whom exports or re-exports of products subject to export controls are forbidden, that no Platform is located in or controlled from a site in a Group E country (Cuba, Iran, North Korea, Syria or Sudan), and that You are not using any Platform or technology furnished hereunder or in connection with any Support Services to further activities in support of development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. You further covenant that You will immediately notify Versa if at any time those warranties and representation become no longer accurate. Regardless of any disclosure You might make to Versa of an ultimate destination of the Platform, You shall not export, either directly or indirectly, any Platform without first obtaining any and all necessary approvals from the U.S. Department of Commerce or any other agency or department of the United States Government is required. You understand and agree that Versa may without liability or breach impose certain restrictions and conditions on Support Services in order to protect against violation of export control laws.

14. Commercial Computer Software

The Platform is a "commercial item" as defined at Federal Acquisition Regulation (48 C.F.R.) ("FAR") section 2.101 comprised of "commercial computer Platform" and "commercial computer Platform documentation" as those terms are used in FAR 12.212. Consequently, regardless of whether You are the US Government or a department or agency thereof, You shall acquire only those rights with respect to the Platform that are set forth in this Agreement and Your Proof of Entitlement.

15. Third Party Software

Any licensor of Versa whose software is embedded in the Platform shall be a third-party beneficiary with respect to this Agreement, and that licensor shall have the right to enforce this Agreement in its own name as if it were Versa. In addition, certain third-party software may be provided with the Platform and is subject to the accompanying license(s), if any, of its respective owner(s). To the extent portions of the Platform are distributed under and subject to open source licenses obligating Versa to make the source code for those portions publicly available (such as the GNU General Public License ("GPL") or the GNU Lesser General Public License ("LGPL")), Versa will make those source code portions (including Versa modifications, as appropriate) available upon request for a period of up to three years from the date of distribution. You may obtain a copy of the GPL at <http://www.gnu.org/licenses/gpl.html>, and a copy of the LGPL at <http://www.gnu.org/licenses/lgpl.html>. Open-source information and information on contacting Versa can be found at <http://www.versa-networks.com/support>.

16. Governing Law

This Agreement (including all documents incorporated herein) and the terms of any Support Contract with Versa, shall be governed by the laws of the State of California (without reference to its conflicts of laws principles). The provisions of the U.N. Convention for the International Sale of Goods shall not apply. The provisions of the Uniform Computer Information Transactions Act shall not apply. For any disputes arising under this Agreement or any Support Contract that You may have with Versa, the Parties hereby consent to the personal and exclusive jurisdiction of, and venue in the courts of the state of California (and the US District Court for the district of Northern California).

17. Force Majeure

Except for Your duty to make payment for the Subscription, and except for Your unauthorized installation or use of the Platform, neither party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises ("Force Majeure"),

provided that the party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance. Either party shall be entitled to terminate this Agreement if the Force Majeure event continues for a period of one month.

18. Applicability of This Agreement

- a. Separate Signed Agreements. If You and an authorized representative of Versa have signed a valid separate written agreement governing Your use of the Platform, then that signed agreement will take precedence over any inconsistent terms of this Agreement.
- b. Transition Rules. If You licensed the Platform from Versa under a different End User License Agreement or a separate signed agreement, then this Agreement shall apply to that Platform Subscription if and when, following posting of this Agreement at to be updated, You either purchase additional subscription metric units for the Platform, renew the Subscription at the end of the Subscription Term, or purchase new service grants.

19. Complete Agreement & Modifications

This Agreement together with the applicable support terms, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, commitments or representations, oral or written related to the Platform and Support Services. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained on any purchase order, task order or other business form submitted by either party to the other. Except as otherwise provided in subsection 19.a below, this Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of both parties.

- a. Future Modifications. Versa may at any time post on its website (or that of its affiliates) modifications or restatements of this Agreement, support terms, EOL/EOS Policies or any other policy or guideline referenced in this Agreement or the support terms. Any such modification shall govern the terms of Your license for any extension or renewal term (either purchase additional Subscription metric units for the Platform, renew the Subscription at the end of the Subscription Term, or purchase new Service Grants) of the subscription (or of any Subscription or Support Contract, as applicable), but only if that extension or renewal term or reinstatement period starts after posting of the modification. (See also section 4.b above, regarding application of modifications of this Agreement to Updates.)

20. Severability

If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this Agreement.

21. Notification

- a) General: Except as otherwise provided elsewhere in this Agreement, any report or notice under this Agreement shall be given in writing, Versa by email or by mail or courier to 2550 Great America Way , Suite 350, Santa Clara, CA 95054 USA attn.: EULA Notices provided that the notice identifies You by name, address and email address; or, if to You, by email to Your contact email address (or by mail addressed to Your street address that is associated with Your user account for access to Versa Customer Support at <http://www.versanetworks.com/support>. If You have no such user account, then notification shall be deemed given to You by emailing or sending by mail or courier notice to any office or contact email address for the Authorized Source from which You acquired Your subscription.
- b) HIPAA: Should Versa enter into a Business Associate Agreement (“BAA”) while providing the subscription service, Versa will comply with The HIPAA Breach Notification Rule, 45 CFR §§ 164.400414, requiring HIPAA covered entities and their business associates to provide notification following a breach

of unsecured protected health information. Specifically, Versa will assist you in providing notice to next of kin regarding a breach of personal data involving your employees who have used the subscription service and are now deceased.

22. Waiver

The failure of Approved Source to require Your performance of any provision of this Agreement shall not affect Versa's full right to require such performance at any time thereafter; nor shall its waiver of a breach of any provision hereof be taken to be a waiver of the provision itself.

23. Translations

Translations of this Agreement may appear at <https://support.versa-networks.com/> or <https://docs.versanetworks.com>. To the extent of any inconsistency between the English version of this Agreement and any non-English version the English version shall govern.

24. Versa Networks position in China

Versa Networks uses standard carrier connectivity to exit China and any Great Firewall (GFW) or regulatory restrictions would be imposed on the traffic by the carriers utilized by Versa Networks. Versa Networks does not generate or serve content in People's Republic of China or offer additional encryption services. Due to the unpredictable nature of China's domestic internet and international connectivity through the Great Firewall, user experience may vary from site to site or even by time of day. As with any jurisdiction, it is the ultimate responsibility of You to ensure the compliance with local regulations when using Versa Networks Secure Web Gateway services.

25. Definitions

The following definition apply to capitalized terms used this Agreement:

"Approved Source(s)" is Versa or a partner, distributor or reseller authorized by Versa to distribute or resale the Platform usage rights, subscription and Support Services in the territory or Region in which You are located.

"License Metric " means the alphanumeric or statistical descriptor used by Versa (including without limitation network element, code, node, or any other metric) for (i) measuring the Platform usage rights and/or (ii) determining the Platform licensing, subscription plan and usage pricing.

"MPA" means Your Master Purchase Agreement with Versa, if applicable.

"Region" refers to a particular point of presence where Versa offers its "Platform".

"Platform" or "Product" refers to a suite of managed products (whether software and/or software as a service model) offered by Versa. Specifically, it includes shared or dedicated instances of

- Versa Secure Access Services Edge (SASE) or Versa Secure Services Edge (SSE)

The Platform encompasses various components such as:

- Versa Secure Internet Access (VSIA)
- Versa Secure Private Access (VSPA)
- Versa Secure Private and Internet Access (VSPIA)
- Versa Secure Access Fabric (VSAF)
- Versa Secure Access Client (VSAC)

All other add-ons including but not limited to advanced security services, advanced logging, Versa Messaging Service, Digital Experience Monitoring etc.

"Subscription" means the Customer's right to use the Platform for a finite, fixed term in exchange for a recurring or advance payment arrangement or applicable fees payable to Versa (whether directly or indirectly).

"Support Service(s)" refer to the assistance and support provided by the Approved Source to help You effectively use and troubleshoot the Platform. Support Services may include Versa's basic or premium tier support plans (as applicable).

Last updated: Dec 4 2024