

Enhanced File Transfer Server End User License and EFT Arcus Subscription Agreement

BY INSTALLING, ACTIVATING, SUBSCRIBING TO, OR OTHERWISE USING THE SOFTWARE (AS DEFINED BELOW), YOU AGREE AND ARE SUBJECT TO THE LICENSE TERMS SET FORTH BELOW. If You do not agree to the terms of this License ("Agreement"), do not install, activate, subscribe to, or otherwise use the Software.

1. DEFINITIONS. As used in this Agreement, the following defined terms shall apply:

1.1 "Add-on Modules" mean the optional modules you may purchase which work in conjunction with the Server Program to provide additional or enhanced functionality to EFT.

1.2 "Administrator Interface" means a console which allows the administrator to manage the use of the Software.

1.3 "Authorized User" shall mean an employee or agent of You for which You have set up a user account.

1.4 "CAL Basis" means a client access license which entitles an Authorized User to access a particular Add-On Module and is subject to the obligations set forth in Section 2C(ii).

1.5 "Concurrent Basis" means a license that entitles a certain specified number of Your employees to access the particular Add-On Module simultaneously.

1.6 "Daemon" means a computer program that runs as a background process, rather than being under the direct control of the user.

1.7 "Documentation" means any electronic or printed media, materials, or documentation provided with the Software.

1.8 "EFT" means the computer program known as Enhanced File Transfer Server.

1.9 "EFT Arcus" means the hosted solution where the Software is made available to You as a service and is deployed by Globalscape or an authorized provider on third party infrastructure chosen by Globalscape or its authorized provider.

1.10 "EFT Site" means a single partition of the Server Program that is attached to a specific IP address or multiple IP addresses and a combination of ports permitting You to segregate the incoming connections (and other activities) within EFT based on network associations (adaptor/IP/ports) such as segregating internal from external users.

1.11 "Evaluation Period" shall mean a thirty (30) day period of a free license to the Software or, with respect to licenses purchased through a public cloud infrastructure

provider, the free evaluation period set forth in the marketplace or, with respect to a subscription to EFT Arcus the period of time set forth in the Invoice.

1.12 “Globalscape” means GlobalSCAPE, Inc.

1.13 “Instance” means a single copy of the Software loaded into an operating system’s memory, regardless of whether that operating system is running on a single physical computer, a virtual machine, container, or other abstraction.

1.14 “Invoice” means the invoice issued by Globalscape or an approved channel partner, in the form of a digital or physical sales receipt or similar document, which states the Software or services purchased and the applicable fees. For licenses purchased through a public cloud service such as Microsoft Azure or Amazon AWS, deployment the Invoice may be the terms setting forth the Software license type, software components such as Add-On Modules, applicable fees, number of Instances licensed, number of users licensed, the volume of use or data permitted, and the length of the Term set forth by a public cloud infrastructure provider in its marketplace.

1.15 “M&S Plan” shall mean the agreement, if purchased by You, pursuant to which Globalscape is obligated to provide updates and upgrades and access to support services.

1.16 “Perpetual” means the Software is licensed in perpetuity, unless terminated as a result of Your breach or as otherwise specified in the Invoice.

1.17 “Quotation” means the statement of the Software license type, additional included software components such as Add-On Modules, applicable fees, number of Instances licensed, number of users licensed, the volume of use or data permitted, length of the Term of the license, and the term of the M&S Plan applicable to the license.

1.18 “Server License” shall mean a license for a single Instance which may be used by You. A Server License is not limited to a specific number of Authorized Users.

1.19 “Server Program” means the Daemon portion of EFT.

1.20 “Software” means the object code version of EFT, including Standard and Enterprise editions. EFT consists of the Server Program, the Administrator Interface, the Add-On Modules which have been purchased, and any related updates, supplemental code or components, provided to You by Globalscape with or in connection with EFT.

1.21 “Subscription” means a subscription to EFT Arcus or the software otherwise provided to you through a cloud platform for the period of time set forth in the Invoice.

1.22 “Term” shall mean the duration of the license or subscription term as set forth on the Invoice, which may be a subscription for a period of time or perpetual.

1.23 “You” means the individual accepting this Agreement or the entity for which such individual is accepting this Agreement.

2. GRANT OF LICENSE.

A. EVALUATION LICENSES. Globalscape may grant You an evaluation license at no charge which may be used only for testing, demonstration or evaluation during the Evaluation Period.

(i) If You have a license to the Software to be installed by You, Your Evaluation Period begins on the day the Software is accessed or used for the first time by, or on behalf of, You. You must pay the license fee and activate the Software to continue using it after the Evaluation Period.

(iii) For EFT Arcus, the Evaluation Period will be set forth in the Invoice. You may access EFT Arcus only during the Evaluation Period. Your Evaluation Period begins on the day EFT Arcus is accessed or used for the first time. You must pay the agreed upon fees to continue having a subscription to EFT Arcus after the Evaluation Period.

B. PROVISIONS APPLICABLE TO EFT ARCUS SUBSCRIPTIONS

(i) SUBSCRIPTION LICENSE.

(a) STANDARD LICENSE.

(1) SERVER PROGRAM. For EFT Arcus Subscriptions or subscriptions purchased through a cloud platform, You may run the Software's Server Program on only the number of Instances or Authorized Users for which You have purchased a Server License, as set forth in Your Invoice, and for the Term set forth in Your Invoice or if a volume based subscription to EFT Arcus you agree to pay the fees determined based on the volume of transactions or amount of data which You utilize or transmit. You agree You are subject to the terms of this Agreement, even if installation occurs in an automated fashion (for example, by leveraging auto-scaling logic or using launch templates).

(2) ADMINISTRATOR INTERFACE. For so long as You have an active Subscription to EFT Arcus, You may copy, install and use the Software's Administrator Interface on as many computers as You wish.

(3) OPTIONAL ADD-ON MODULES. For so long as You have an active EFT Arcus Subscription, You may use any or all of the Software Add-On Modules you have purchased, if any, on the same Instance on which the Server Program is running, excepting the DMZ Gateway module, which cannot be run on the same Instance and requires a separate subscription or activation license, depending on the deployment model chosen for that module. If the Add-On Modules include the Mobile Transfer Client ("MTC") then Your use is subject to the terms set forth in Section 2C(i)(c)(3).

(b) For EFT Arcus or subscriptions purchased through a cloud platform, Globalscape will install the Server Program and a pre-determined set of Add-On Modules for You on the number of computers or Instances indicated on the Invoice, and grant You one or more forms of administering the server, whether via the Administrator Interface or an alternate method for performing administration, as specified in the Invoice.

(c) You may use the Documentation for so long as You have use rights with respect to the Software.

(ii) AUTHORIZATION OF ACTIVITY. You represent and warrant to Globalscape on a continuing basis that You and Your personnel are duly authorized to submit the data you transmit using EFT Arcus, that Your personnel and the recipients of any file availability notice are duly authorized to access the data requested or retrieved by You or Your personnel in connection with the use of EFT Arcus, and that Globalscape is duly authorized to receive, process, and transmit the data as contemplated in this Agreement.

C. PROVISIONS APPLICABLE TO PERPETUAL LICENSES

(i) STANDARD LICENSE

(a) SERVER PROGRAM. For Perpetual licenses, You may install and/or use one copy of the Software's Server Program on that number of Instances for which You have purchased a Server License.

(b) ADMINISTRATOR INTERFACE. For so long as You have an active license to use the Software, You may copy, install and use the Software's Administrator Interface on as many personal desktop computers as You wish.

(c) OPTIONAL ADD-ON MODULES. The Add-On Modules You shall receive shall be those set forth in Your Invoice. Add-on Modules are subject to the following licensing terms, as defined below:

(1) WEB TRANSFER CLIENT. The Web Transfer Client ("WTC") is licensed on a CAL Basis for the number of Authorized Users set forth in Your Invoice. Authorized Users access the WTC via such Authorized User's web browser.

(2) ADVANCED WORKFLOW ENGINE. If You have purchased a Server License for the Advanced Workflow Engine ("AWE") module, You may use one copy of the AWE module on that number of Instances for which You have purchased such a license as indicated on Your Invoice. You may not utilize the AWE module independently from Your use of the Server Program for EFT and You must have a Server License for AWE for each Instance of the Server Program with which You use AWE. Certain consents required to be obtained from Globalscape pursuant to this

Agreement may also require the consent of Network Automation, Inc. ("NAI"). You acknowledge that You have only the limited, non-exclusive right to use and copy the AWE module as expressly stated in this Agreement and that Globalscape and/or NAI, as the case may be, retains title to the Software and all other rights not expressly granted herein.

(3) MOBILE TRANSFER CLIENT. The MTC is licensed on a CAL Basis for the number of Authorized Users set forth in Your Invoice. Each Authorized User may install and use the MTC on an unlimited number of devices owned or controlled by the Authorized User.

(4) WORKSPACES. Workspaces are licensed on a CAL Basis for the number of Authorized Users set forth in Your Invoice. Each Authorized User is permitted to create as many Workspaces as desired for the purpose of sharing access to folders or files (such as by using the Outlook Add-On Module) with other User Accounts (as defined below) and/or with new user account participants ("guests"). You must have a WTC CAL Basis license for each individual who accesses a Workspace.

(5) ACCELERATE. The Accelerate Add-On Module is licensed pursuant to a Server License to permit use of the FAST protocol for EFT initiated transfers from EFT servers to other EFT servers. You may also use the FAST protocol for inbound transfers initiated from devices running the included scClient™ application to EFT servers, on a Concurrent Basis for that number of Authorized Users for which You have paid a separate license fee as indicated on Your Invoice. In order to facilitate FAST transfers, whether terminating at or initiated from EFT servers, You will be required to also purchase one Server License for the DMZ Gateway per each Server License for the Accelerate Add-On Module and designate a single EFT Site per Instance as the hub for FAST transfers via the DMZ Gateway configuration tab in EFT. The Accelerate Add-On Module includes components from Data Expedition, Inc. ("DEI") and in addition to the protective provisions contained in this Agreement is specifically subject to the following additional license terms:

The license to the Accelerate Add-On Module is not a sale of the Accelerate Add-On Module, including any component included therein provided by DEI, or any copy of the Accelerate Add-On Module. The Accelerate Add-On Module contains valuable trade secrets. All worldwide ownership of and all rights, titles and interests in and to the DEI provided portions of the Accelerate Add-On Module, and all copies and portions of such DEI-provided software, including without limitation, all intellectual property rights therein and thereto, are and will remain exclusively with DEI. The Accelerate Add-On Module, including any component included therein provided by DEI, may be protected, among other ways, by patent,

copyright, trade secret, and trademark laws. Any license grant is limited to use of the Accelerate Add-On Module in the form provided. You shall not decompile, reverse engineer, disassemble or otherwise reduce the Accelerate Add-On Module to a human-perceivable form, modify or create derivative works based on the Accelerate Add-On Module, or extract integral components of the Accelerate Add-On Module except, and then solely to the extent required to be permitted, under applicable law. You shall not resell, rent, lease, or loan the Accelerate Add-On Module in whole or in part.

(6) OTHER MODULES. The following additional Add-On Modules may also be licensed to You as a Server License if set forth in the applicable Invoice. Failure to purchase a license for a specific Add-On Module causes certain EFT functionality to remain locked unless licensed, which can result in reduced functionality of EFT as described by that Add-On Module's Documentation. These modules include but are not limited to: ADVANCED AUTHENTICATION Module ("AAM"), Applicability Statement 2 ("AS2") Module, AUDITING AND REPORTING Module ("ARM"), Business Activity Monitoring Module, CONTENT INTEGRITY CONTROL Module, DMZ Gateway (single and multi-site), HIGH SECURITY module ("HSM"), HTTPS Module, OPEN PGP Module, and the SFTP Module. If You have purchased a license for one of these modules, You may use one copy of that Add-On Module on that number of Instances for which You have purchased a Server License as indicated on Your Invoice.

(ii) TERMS APPLICABLE TO CAL BASIS LICENSES. Each Authorized User must have assigned to him or her a unique user ID ("User Account") and password combination for using such Add-On Module. Multiple individuals shall not share a User Account. Administrators can create new User Accounts and assign Authorized User status to User Accounts. A new Authorized User may be designated in replacement of a User Account which were previously designated as an Authorized User in replacement of an Authorized User who no longer requires use of, and will no longer use, the Add-On Module which is limited with respect to the number of Authorized Users (and such replaced individual shall no longer be deemed an Authorized User), but the administrator must not designate more Authorized Users than such number of Authorized Users for which a license has been purchased. For example, if You purchased a license for 100 Authorized Users, then up to 100 User Accounts would be permitted to access the Add-On Module as an Authorized User. If the number of Authorized Users for which You have a CAL Basis license is less than the number of Authorized Users the administrator has designated in EFT, You will need to either purchase an additional license for each additional Authorized User or terminate the

Authorized User usage by the User Accounts for which You do not have an active CAL Basis license.

(iii) **STANDBY OR DEVELOPMENT LICENSE.** If You have purchased a license to use the Server Program and/or one or more of the Add-On Modules on a non-production basis, then You may use the Server Program and/or such Add-On Module(s) so licensed only as follows:

(a) **STANDBY LICENSE:** One (1) copy as a standby Instance that is not processing traffic or doing work of any kind except in the event that, and only for so long as, the primary production Instance upon which the Server Program license is associated is offline. The standby license will permit usage of a manual, automatic, or dynamic failover or recovery method, including real-time or just-in-time generation of production server instances from recovery images; provided, no two Instances may be operating concurrently in a production environment. A separate standby license is required for each logical instance, even if those instances do not technically exist until they are needed at the point of failover. You must purchase a standby license if You deploy EFT in an active-passive scenario, whether such deployment is a logical or physical active-passive deployment. For example, if You have a recovery software tool that images a system which includes an installation of EFT and You use Your standard license serial number to activate EFT, and if the recovery software tool instantiates an Instance from that image as a result of the production server going offline, then You will need to purchase a standby license for that recovery instance separate from the primary instance.

(b) **DEVELOPMENT LICENSE:** One (1) copy as a development Instance (which may also be used, in the manner described in this Section 2C(iii)(b), with desktop personal computers associated with the operating system into which such Instance is loaded) used solely for testing, evaluation, or API development, so long as such Instance does not process actual traffic in a production environment, or for production purposes, or is used as a failover or standby server. The same rules regarding dynamic generation of instances that apply to standby Instances also apply to development Instances. A license is needed for each Instance, even if that Instance does not exist until it is needed or is generated from an image.

(iv) **ACTIVATION.** You must activate the standard license for the Software by entering the serial number provided to You by Globalscape. Your failure to follow the activation procedures correctly is a material breach of this Agreement.

D. TERM. The term of the license for any component of the Software or term of Your subscription to EFT Arcus or access through a cloud platform is as indicated on Your Invoice.

E. DOCUMENTATION. You may use the Documentation solely in connection with Your licensed use of the Software or Subscription to EFT Arcus.

3. UPGRADES. If You maintain an active M&S Plan or have an EFT Arcus Subscription, we will provide updates and upgrades to You concurrently with release to other licensees or as deployed by Globalscape for EFT Arcus. For Perpetual licenses, to use Software identified as an upgrade, or new version, You must first be licensed for the Software identified by Globalscape as eligible for the upgrade and have an active M&S Plan and, after upgrading, You may no longer use the Software that formed the basis for Your upgrade eligibility and the license for that Software shall be deemed immediately terminated upon Your installation of the upgrade.

4. TRANSFER. You may use the Software and Documentation or Your Subscription to EFT Arcus solely for Your internal business process as contemplated by this Agreement and shall not license, sub-license, sell, re-sell, rent, lease, lend, transfer, assign, distribute, time share or otherwise commercially exploit or make the Software or Documentation available to any third party, other than as contemplated by this Agreement, without the prior written consent of Globalscape. You shall not sell, sell access to, or sell use of the Software, EFT Arcus or Documentation or utilize the Software or EFT Arcus as the basis for any software as a service or application service provider solution that You offer for sale or license to third parties. You shall not use the Software, EFT Arcus or the Documentation in connection with the provision of a service to any third party that includes file transfer or any other service that is a substitute for some or all the Software's functions without the prior written consent of Globalscape. You may, however, make a one-time permanent transfer of any Perpetual license rights to another party in connection with an acquisition of all or substantially all of the assets of Your business which utilizes the Software, provided that: (a) the transfer must include all of the Software and Documentation (including each copy of the Software sold on a specific Invoice and each copy of the Software which shares the same activation serial number), including all component parts, programs, media, printed materials, all activation serial numbers, all Add-On Modules You purchased in conjunction with the Software, and this license; (b) You do not retain any copies of the Software or Documentation, full or partial, including copies stored on a computer or other storage device; (c) the person to whom You transfer the Software and Documentation agrees in writing to be bound by the terms of this Agreement and such written agreement to be bound is provided to Globalscape; and (d) You provide written notice to Globalscape at least ten (10) days prior to such transfer of the identity and contact information for the transferee and such transferee is not a competitor of Globalscape as determined by Globalscape in its sole discretion. You may not transfer a Subscription to EFT Arcus without the prior consent of Globalscape. A license granted solely for an Evaluation

Period may not be sold or transferred to another person or entity in any manner. Transfer in violation of this Agreement, in whole or in part, will be void ab initio.

5. **INFORMATION COLLECTION AND PRIVACY.** The Software includes a feature that assigns a unique identifier to the computer upon which the Software is installed based on system information. The Software reports this identifier to Globalscape either when You install the Software, enter Your evaluation serial number, or enter Your activation serial number, or upon the occurrence of each of these. During the Evaluation Period, the Software will contact our activation servers periodically to verify that the Software is still eligible for use on an evaluation basis. The Software may also identify and report to us Your Windows language identifier setting, IP address, and the date and time of installation and/or activation. Globalscape uses this information to count installations, detect piracy of the Software, and develop rough statistical data regarding the geographic location of the Software users. Globalscape may tie this information to personally identifiable information it has about You. Globalscape may use any non-proprietary information You provide as part of obtaining support services for Globalscape's business purposes, including product support and development. Globalscape's policies related to this information are further provided in the Privacy Policy available at www.globalscape.com.

6. **RESTRICTIONS.** You may not reduce the Software to human readable (or source code) form, reverse engineer, de-compile, disassemble, merge, adapt, or modify the Software or access it in order to copy any ideas, features, content, functions or graphics of the Software or EFT Arcus, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You shall not (i) modify, copy or create derivative works based on the Software or EFT Arcus; or (ii) create Internet "links" to or reproduce any content forming part of the Software or EFT Arcus, other than for Your own internal business purposes. You shall not knowingly introduce or permit to be introduced into EFT Arcus any virus, worm, trojan horse or other software routine program or mechanism to permit unauthorized access into, to disable, to erase in whole or in part or otherwise to adversely affect the Software or EFT Arcus, including but not limited to data stored on EFT Arcus or any equipment maintained or used by Globalscape, its host or its customers. You may not use the Software to perform any unauthorized transfer of information, such as copying or transferring a file in violation of a copyright, in violation of any laws related to the transfer of encrypted data or for any illegal purpose. You may not utilize the Software or EFT Arcus to (i) violate the law or rights of any person or entity, including sending spam, unlawful or tortious material; (ii) intentionally send or store software viruses, worms Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) intentionally interfere with or disrupt the integrity of any third party system, including EFT Arcus or the data contained therein; or (iv) intentionally attempt to gain unauthorized access to EFT Arcus or its related systems or networks. You may not use the Software or EFT Arcus to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including: (i) unauthorized access to or use of data, systems or

networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (ii) monitoring data or traffic on any network or system without the express authorization of the owner of the system or network; (iii) interference with the provision of EFT Arcus to any other user or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; (iv) using an Internet account or computer without the owner's authorization; (v) using any false, misleading, or deceptive TCP-IP packet header information in an email; (vi) using the Software or EFT Arcus to distribute software that covertly gathers information about a user or covertly transmits information about the user; (vii) any conduct that is likely to result in retaliation against Globalscape or its host, or their respective employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS); or (viii) the transmittal or storage of any content or links to any content that Globalscape reasonably believes: (a) constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts; (b) is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech; (c) is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes; (d) is defamatory or violates a person's privacy; (e) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (f) improperly exposes trade secrets or other confidential or proprietary information of another person; (g) is intended to assist others in defeating technical copyright protections; (h) infringes on another person's copyright, trade or service mark, patent, or other property right; (i) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (j) is otherwise illegal or solicits conduct that is illegal under laws applicable to Customer, GlobalSCAPE or its host; (k) the upload, download, publishing, distribution, or otherwise copying or use in any manner of any text, music, software, art, image, or other work protected by copyright law unless sender has been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or sender is otherwise permitted by established copyright law to copy the work in that manner; or (l) is otherwise malicious, fraudulent, or may result in retaliation against Globalscape or its host by offended viewers or recipients, or is intended to harass or threaten.

7. MAINTENANCE AND TECHNICAL SUPPORT SERVICES. If You purchased an M&S Plan or have a subscription to EFT Arcus, Globalscape shall provide updates, upgrades and helpdesk support services as further described in the Globalscape Maintenance and Support Guide accessible at http://www.globalscape.com/files/GS_Support_Guide.pdf, as the same may be updated from time to time by Globalscape in its discretion. The term of the M&S Plan may vary and is specified on Your Invoice. Globalscape will work to reach out to you upon expiration of Your then-current M&S Plan, however you may contact Globalscape at any time if You would like to extend the term of Your M&S Plan. The terms for renewals of existing M&S Plans will be as set forth in the invoice for such renewal issued by

Globalscape. EFT Arcus includes the provision, during the term of Your Subscription license to the Software, of updates, upgrades and helpdesk support services, so no additional M&S Plan is necessary during such term. No updates, upgrades or helpdesk support services will be provided with respect to Software that is not covered by an active M&S Plan or being provided as an EFT Arcus subscription.

8. **PAYMENT TERMS.** Your payments shall be due and payable as set forth in Your Invoice. Thereafter, unless otherwise set forth in the Invoice, full payment is due within thirty (30) days from the date You receive a statement of any amounts due for renewals of licenses for Hosted deployments or Your M&S Plan. Statements of payments due shall be transmitted on the date of issuance via electronic or postal mail to the primary or billing contact listed on Your account. Amounts not paid when due shall bear interest at 1.5% per month, or the highest non-usurious rate permitted under applicable law, whichever is less. If Globalscape is required to take legal action to collect any overdue amount, You shall also pay Globalscape's reasonable costs of collection, including reasonable attorneys' fees. Fees for usage of the Software in a cloud platform are due as agreed upon with the public cloud infrastructure provider and are subject to such provider's payment terms and conditions.

9. **SECURITY.** The Software creates a means for others to gain access to Your servers and/or computers. Although we have taken commercially reasonable measures to prevent unauthorized persons from gaining access via the Software, we cannot foresee or control the actions of third parties. Therefore, use of the Software will make You vulnerable to security breaches that You might not otherwise face and could result in the loss of Your privacy or property. You agree that Globalscape is not liable to You for security breaches resulting from Your use of the Software or otherwise. You are solely responsible for the security and confidentiality of passwords by You and Your Authorized Users.

10. **AUDIT.** You agree that on Globalscape's request You will certify in writing Your compliance with the terms of this Agreement, including Your use not exceeding the number of Instances for which You have purchased a Server License and the number of Authorized Users for which you have been granted a license on a CAL Basis or Concurrent Basis. Globalscape reserves the right to invoice and collect applicable fees at Globalscape's standard, undiscounted rates for any unlicensed use in addition to other remedies available under law or in equity or pursuant to this Agreement. You further agree that Globalscape may during normal business hours and with reasonable prior notice, request and gain access to Your premises for the limited purpose of conducting an inspection to determine and verify Your compliance with this Agreement. The inspection will be conducted no more than once per year and in a manner not intended to disrupt Your business and will be restricted in scope and duration to that reasonably necessary to achieve its purpose.

11. **TERMINATION.** This Agreement terminates if You fail to comply with its terms and conditions or upon expiration of any Subscription to EFT Arcus. If this Agreement

terminates, You must uninstall and destroy or discontinue access to the Software and Documentation and certify to Globalscape that You have complied with this obligation. The termination of this Agreement does not limit Globalscape's other rights it may have by law. The provisions in Sections 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 shall survive the termination of this Agreement.

12. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** You acknowledge that You have only the limited, non-exclusive right to use and copy the Software and Documentation as expressly stated in this Agreement and that Globalscape retains title, title and interest in the intellectual property rights and technology in the Software and Documentation and all other rights not expressly granted. This license is not a sale of the Software or any copy of the Software or any part thereof. You agree not to remove or modify any copyright, trademark, patent, or other proprietary notices that appear, on, in or with the Software or Documentation. The Software, Documentation and all derivatives thereof are protected by United States copyright, patent and trademark law, and rights granted by international treaties related to intellectual property rights. The Software and Documentation is copyright (c) 2004-2017 Globalscape, Inc. All rights reserved. You will keep confidential and refrain from disclosing any and all technical information, know-how, and inventions disclosed by Globalscape in relation to this Agreement and the license granted hereunder, except when, after, and to the extent that the information, know-how, and inventions are generally known to the public.

13. **EXPORT RESTRICTIONS. THE SOFTWARE CONTAINS ENCRYPTION TECHNOLOGY THAT IS CONTROLLED FOR EXPORT BY THE U.S. GOVERNMENT.** You agree to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that the Software and Documentation is not (i) exported, directly or indirectly (including as a result of providing access to the Software or Documentation to a national or resident of an embargoed or restricted country), in violation of Export Laws, or the applicable laws of any other jurisdiction or (ii) provided to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders or Entity List. Among other things, the Export Laws provide that the Software and Documentation may not be exported or re-exported to certain countries that are embargoed or restricted, or to certain restricted persons as described in more detail at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. Embargoed and restricted countries are subject to change but may include, but are not limited to, Cuba, Iran, Libya, North Korea, Russia, Somalia, Sudan, Syria, and Yemen. In addition to other restrictions described in this Section, You may not use the Software and Documentation, or export the Software and Documentation to any destination where You know or have reason to know that the Software or Documentation may be used, in connection with the proliferation of nuclear, chemical or biological weapons or missiles. You shall indemnify and hold Globalscape harmless in connection with any breach of this Section.

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18. MISCELLANEOUS. The laws of the State of Texas, excluding its conflicts laws, shall govern this Agreement, the rights and obligations of the parties hereto, the entire relationship between the parties hereto, and all matters arising out of or relating to this Agreement. Notices shall be sent to Globalscape at 4500 Lockhill-Selma, Suite 150, San Antonio, Texas, 78249, USA and to You at the address where bills are to be transmitted pursuant to the Invoice. This Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods. You agree that this Agreement shall be fully performable in Bexar County, Texas and submit to the exclusive jurisdiction of, and agree that venue is proper in, state or federal courts located in Bexar County, Texas in any legal action or proceeding relating to this Agreement. GlobalSCAPE may seek injunctive relief in any court to prevent imminent harm. If either party engages outside counsel to enforce this Agreement, and in any

action or proceeding between the parties relating to this Agreement, the enforcing or prevailing party will be entitled to recover its reasonable attorneys' fees. In the case of an action of proceeding and any appeal in connection therewith, such attorneys' fees, as well as the prevailing party's other costs and expenses, will be awarded in addition to any other relief awarded or granted. This Agreement and the Invoice constitutes the complete and exclusive agreement between us, notwithstanding any provision in any purchase order or other written document that You may issue or provide. In the case of a conflict between this Agreement and the Invoice and any fees set forth on the GlobalSCAPE website, the Invoice shall control. This Agreement may only be modified by a written document signed by Globalscape. No Globalscape authorized provider, marketplace, dealer or distributor is authorized to change the terms of this Agreement. If any portion hereof is found to be void or unenforceable, then such provision shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable when applied to such facts or circumstances, with the objective of achieving as nearly as legally possible the same effect. Failure to exercise or delay in the exercise of any right or remedy under this Agreement shall not operate as a waiver thereof. English is the official language of this Agreement, and all communications relating to this Agreement must be in the English language. If You are located outside the United States, then the following provision applies: Les parties aux présentes confirment leur intention que cette convention ainsi que tous les documents afférents soient rédigés dans la langue anglaise. (Translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language.")

Should You have any questions concerning this Agreement, or if You desire to contact Globalscape for any reason, please contact Globalscape by mail at: 4500 Lockhill-Selma, Suite 150, San Antonio, Texas, 78249 USA, by telephone at: +1 (210) 308-8267, or by electronic mail to legal@globalscape.com.

Please print a copy of this Agreement for Your records.

Agreed and Accepted:

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____