

PROFESSIONAL SERVICES TERMS AND CONDITIONS (EXHIBIT TO STATEMENT OF WORK)

Last Modified: January 6th, 2021

All Statements of Work are governed by the Agreement between the parties as set forth in the Quotation.

In consideration for the payment of Professional Services fees as set forth in the Quotation that references and incorporates the Statement of Work between the Parties (to which these Professional Services Terms and Conditions are attached as an Exhibit or referenced therein) (collectively, the "Agreement"), and subject to the terms and conditions of this Agreement, the Parties agree as follows:

1. Definitions.

- (a) "Affiliate" means any entity that controls, is controlled by, or is under common control with, a Party, where "control" means the power, directly or indirectly, either to (i) vote more than 50% of the capital stock or ownership interests having ordinary voting power for the election of directors of such entity, or (ii) direct or in effect cause the direction of the management and general activities of such entity whether by contract or otherwise, but in each case only for so long as such ownership or control continues.
- (b) "Customer Materials" means any materials, Technology or personnel provided by Customer to Globalscape in connection with the Services.
- (c) "Deliverables" means any reports, analyses, scripts, templates, code or other work products, tangible or intangible, to be delivered by Globalscape to Customer as set forth in the applicable SOW.
- (d) "Deliverable Date" means the date(s) of delivery agreed upon by Customer and Globalscape in the SOW for the Services Deliverables.
- (e) "Delivery Schedule" means the duration, the Working Sessions and the Deliverable Date(s) set forth in the SOW for the Services to be performed by Globalscape and provided to the Customer.
- (f) "Globalscape Retained Materials" means (i) materials (other than products) developed or obtained by or for Globalscape independently of the Services, and (ii) subsets or modules of the Deliverables that by themselves provide generic technical information not unique to Customer's business including, but not limited to, scripts, code, templates, and all other materials developed or otherwise provided by Globalscape in connection with the Services.
- (g) "Intellectual Property Rights" means all worldwide intellectual property rights including copyrights, trademarks, service marks, trade secrets, know-how, inventions, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.
- (h) "M&S Plan" means the maintenance and support agreement or plan, if purchased by Customer or to which Customer is otherwise entitled, pursuant to which Globalscape is obligated to provide EFT Software updates and upgrades and access to technical support services.
- (i) "Parties" means Globalscape and Customer collectively, and a "Party" means Globalscape or Customer individually.
- (j) "Quotation" means the ordering document or statement specifying the scope of the services to be performed by Globalscape which may be set forth in one or more statement of work ("SOW"), and other terms to which the parties may agree.
- (k) "Services" means the professional services to be provided by Globalscape for Customer as described in the SOW and/or Quotation (to which these Professional Services Terms and Conditions are attached as an Exhibit or referenced therein) agreed to by the Parties pursuant to a Quotation executed by the Parties.
- (l) "Taxes" means any sales, use and other taxes (other than taxes on Globalscape's income), export and import fees, customs duties and similar charges applicable to the Services as described in the SOW that are imposed by any government or any other authority.
- (m) "Technology" means algorithms, approaches, source and object codes, concepts, data, designs, developments, documentation, discoveries, hardware, inventions, know-how, methodologies, multimedia files, processes, programs, skill, software, techniques, technology, templates, text, tools, and web pages.
- (n) "Working Sessions" means the sessions with corresponding dates for which Globalscape will be performing any Services to be provided to Customer.

2. Services.

- (a) Services. Globalscape will provide the Services and Deliverables as specified in the SOW. The SOW will specify and describe the relevant business parameters, including, but

not limited to, the Services, the Deliverables, primary contact information for Globalscape and Customer, project description, staff roles, pricing, and a payment schedule. In the event of a conflict between the terms of these Professional Services Terms and Conditions and the terms of the SOW, these Professional Services Terms and Conditions will govern unless otherwise explicitly superseded in the SOW.

(b) Acceptance.

(i) For fixed fee engagements, upon completion of each milestone, Globalscape will deliver to Customer a Service Render Notification. For time and materials ("T&M") engagements, Globalscape will deliver timesheets to Customer. Customer may reply to the Service Render Notification or timesheets, as applicable, to Globalscape within a period of (10) business "Acceptance Period" following the delivery of the Deliverable, indicating Customer's acceptance of the SOW's Deliverables and/or Services.

(a) If Customer reasonably believes that Globalscape did not perform the Services or the Deliverables in substantial conformance with the SOW and its acceptance criteria, if any, Customer will notify Globalscape in writing within the Acceptance Period. Customer's notice must specifically identify and explain each alleged non-conformance with the terms of the SOW. Upon receipt of Customer's notice of non-conformance, Globalscape reserves the right to do one or more of the following: (a) reject Customer's assertion of any non-conformance if the non-conformance is not attributable to Globalscape Services or Globalscape product.

(b) reject Customer's assertion of any non-conformance that is suspected to be attributable to Globalscape product defects. In the event that the non-conformance is attributable to Globalscape product defects, the non-conformance will be treated, tracked and resolved by way of technical support cases handled by the Globalscape technical support team and governed by the Customer's applicable M&S Plan.

(c) dispute any of Customer's identification and explanation of the alleged non-conformance. In the event that Globalscape reasonably believes that the alleged non-conformance is not attributable to Globalscape Services, Customer may, within the Acceptance Period provide additional evidence of the alleged non-conformance being attributable to Globalscape Services.

(d) If Globalscape concurs with Customer's assertion of the non-conformance, Globalscape will use reasonable efforts to correct such non-conformances attributable to Globalscape Services and then again present a Service Render Notification or timesheets for Customer's acceptance as required by Section 2(b)(i), and the acceptance process and Acceptance Period will be re-applied as described herein. Customer understands that only non-conformances attributable to Globalscape Services will be considered with respect to the acceptance of the Services.

(ii) If Globalscape does not receive Customer's acceptance or rejection within the Acceptance Period, the Services and the Deliverables will be deemed accepted by Customer, and Customer will have waived any right of rejection.

(iii) If before the end of the Acceptance Period, the Parties do not agree on the alleged non-conformance ("Impasse"), then the SOW may be terminated by either Party. Notwithstanding anything in this Agreement to the contrary, (1) in the event of an Impasse on a fixed-fee engagement, Globalscape will provide Customer with a refund of the fees paid by Customer for the specific Service for which the Impasse occurred provided that Customer will be responsible for any pay for any travel and expenses incurred by Globalscape before such Impasse occurred, and (2) in the event of an Impasse on a T&M engagement, the only payments due by Customer will be for Services performed and/or hours used in addition to any expenses incurred by Globalscape prior to the termination date.

(c) Change Order. The parties may at any time, by mutual agreement, modify the objectives, the assumptions, the description of the Services and/or the cost estimates. All change orders must be in writing and signed by both parties.

(d) Customer Materials Delays. Customer acknowledges that Globalscape's performance of the Services and delivery of the Deliverables is contingent on Customer's timely delivery of the Customer Materials required to perform the Services. Customer agrees that Customer's failure to deliver Customer Materials within the time agreed upon by both parties during the Planning session for the Service may be treated by Globalscape as a cancellation of the Services by Customer pursuant to Section 6(g) below.

(e) Personnel. Globalscape will determine the personnel assigned to perform the Services. Customer may request, in writing, with specific reasons stated, the replacement of Globalscape personnel or Globalscape contractors that Customer reasonably believes are

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not adequately performing the Services.

(f) Deliverable Configuration. Configuration Deliverables delivered by Globalscape pursuant to a SOW will be constrained within the product core features, and will be delivered "AS IS." Once Customer accepts the configuration Deliverable, any work that requires a consultant or developer time will be considered out of the scope of the SOW. In such situations, Customer may purchase additional services from Globalscape. Globalscape may develop or use custom tools and scripts, or may use third party tools to provide functionality when necessary throughout the project. Development of custom code or scripting is provided "AS IS" and Globalscape will not provide maintenance or support for such code. Any custom code or scripting modifications, issues/defects, configuration, assistance, usage, troubleshooting, or documentation shall require an additional professional services engagement in a separate statement of work.

(g) Third party Software. Third party software (if any) may be licensed separately and not under the terms of the Globalscape End User License Agreement (EULA), and may be subject to additional payments. Customer is responsible for complying with the applicable third party software licenses and is subject to the third party software terms and conditions.

(h) Services Duration. Globalscape and Customer will agree on the Delivery Schedule during the planning of the Services. During the Working Sessions, Globalscape will perform the Services and Customer is expected to provide all required Customer Materials needed by Globalscape to perform the Services prior to or during the Working Sessions. Customer may be able to reschedule any Working Sessions before the first day of a specific Working Session in accordance with the Reschedule Services Policy set forth in Section 6(i).

(i) Delivery Methods:

(i) REMOTE (Virtual): A Globalscape consultant is assigned to work remotely for the duration of the Services. The remote working sessions will be scheduled using Outlook invitations and performed using web conferencing screen sharing (WebEx, GoToMeeting, or similar).

(ii) ONSITE: A Globalscape consultant is assigned to work physically at Customer's facility for the scheduled duration of the Services. The onsite working sessions shall be arranged and scheduled between the Parties. The fees for each Service listed as "ONSITE" includes travel and expenses ("T&E") for up to one (1) trip. In the event in that any Deliverable cannot be completed during the onsite visit for any reason, Globalscape will schedule a consultant to complete the remaining Deliverables listed in the SOW via the remote delivery method as defined in Section 2(h)(i), unless Customer agrees to pay additional T&E for the additional trip.

(j) Service Hours. Services are provided during normal business hours, Monday through Friday, 8 a.m. – 5p.m. Central Standard Time, excluding U.S. Holidays. Unless otherwise specified in the SOW, Customer- requested Services outside of normal business hours are subject to a premium hourly rate and provided to Customer based on Globalscape resource availability. Onsite hours will be 8a.m. – 5p.m. in Customer's time zone.

(k) Technical Support. Globalscape and/or Customer may need to open a case support ticket with Globalscape Technical Support in connection with the Services in the SOW, for example: product issues or troubleshooting for solving usage problems or fulfilling service desk requests that may need IT involvement. Product troubleshooting support for product issues will be provided by Globalscape Technical Support team according to Customer's existing M&S Plan. Technical Support resolution and parameters are defined in the Customer's applicable Maintenance and Support Plan ("M&S Plan") available at the following link: <https://www.globalscape.com/support-packages>.

(i) Case support tickets in connection with the Services will be created and determined by Globalscape during the Services engagement and delivery under the SOW and will be treated as "Preferred cases" by the Globalscape Technical Support team. Specifically: Case support tickets will be escalated to the highest priority in the queue; and The Technical Support team will expedite hotfixes on product issues to the currently supported EFT software version when workarounds are not an option.

3. Ownership

The term "Work" means any materials, including, without limitation, any computer programs, whether in the source code or object code version, together with any other documentation connected therewith, and/or any work created or developed by Globalscape, either individually or jointly, in connection with the performance of Services pursuant to a Statement of Work.

The term "Other Intellectual Property" means any computer software code or programs,

whether in source code or object code version, together with any other documentation connected therewith, and/or any routines, libraries, tools, methodologies, work of authorship, invention, innovation, idea, concept, design, process, analysis, technique, or know-how, acquired or developed by HelpSystems prior to or independently of its performance of Services pursuant to this Statement of Work.

The term "Deliverables" means the deliverables identified in a Statement of Work.

The entire right, title and interest in and to the Work and the Other Intellectual Property, including without limitation, all copyrights, patent rights, trade secrets and all other worldwide intellectual property rights therein, shall be and remain with Globalscape.

The Deliverables, and all Work and Other Intellectual Property incorporated therein, are licensed to Customer as part of the underlying Globalscape software, subject to the terms and conditions of the existing license between Globalscape and Customer covering such Globalscape software

4. Confidentiality.

(a) Definition. "Confidential Information" means information or materials provided by one Party ("Discloser") to the other Party ("Recipient") which are in tangible form and labeled "confidential" or the like, or information that a reasonable person knew or should have known to be confidential under the circumstances. The following information will be considered Confidential Information whether or not it has been marked or identified as confidential: any personally identifiable information (such as the name of Discloser's customers), or the physical address of any equipment contained in any information collected about Discloser's computer environment, Discloser's business operations, pricing, discounts, source code, product roadmaps or strategic marketing plans.

(b) Protection. Recipient may use Confidential Information of Discloser: (i) to exercise its rights and perform its obligation under the SOW; and (ii) in connection with the Parties' ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by the Agreement, and will disclose the Confidential Information of Discloser only to Recipient's employees or contractors who have a need to know the Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty under the Agreement. Recipient will protect Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature, but with no less than reasonable care.

(c) Exceptions. Recipient's obligation under this Section 4 with respect to any of Discloser's Confidential Information will terminate if Recipient can show by written records that such information: (i) was already rightfully known to the Recipient at the time of disclosure without any confidentiality restrictions; (ii) was disclosed to Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (iii) is, or through no fault of Recipient, has become, generally available to the public; or (iv) was independently developed by Recipient without use of Discloser's Confidential Information. In addition, Recipient is permitted to disclose Discloser's Confidential information to the extent that the disclosure is required by law or by order of a court or similar judicial or administrative body, provided that Recipient notifies (to the extent permitted by law) Discloser of that required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of that required disclosure.

(d) Permitted Disclosure. Notwithstanding anything to the contrary in this Agreement, neither Party will disclose the terms and conditions of the Agreement (including, without limitation, the Quotation and SOW) to any third party without prior written consent of the other Party. Notwithstanding the foregoing, each Party may disclose the terms and conditions of the SOW without the prior written consent of the other Party (i) as required by any court or other governmental body, (ii) as otherwise required by law, (iii) to legal counsel of the Parties, (iv) in confidence, to their respective accountants, banks, and financing sources and other professional advisors, (v) in connection with the enforcement of the Agreement or the Party's rights under the Agreement; (vi) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction; or (vii) if required by law or by order of a court or similar judicial or administrative body, in which case the Party compelled to make the disclosure will use its commercially reasonable efforts to give the other Party advance notice of the requirement.

5. Warranties; Disclaimer and Limitation of Liability.

(a) Globalscape Warranty. Globalscape warrants that the Services will be performed in a

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workmanlike manner in accordance with the standards of the industry. Customer must notify Globalscape of any alleged breach of this warranty before the end of the Acceptance Period. Globalscape's entire liability and Customer's sole remedy for Globalscape's breach of this warranty will be for Globalscape, at its option, to (i) use reasonable efforts to correct that breach, or (ii) terminate the Agreement and refund that portion of any fees paid by Customer that corresponds to that breach.

(b) Disclaimer of Warranties. THE EXPRESS WARRANTY SET FORTH IN SECTION 5(a) ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GLOBALSCAPE DISCLAIMS, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE REGARDING OR RELATING TO THE SERVICES OR DELIVERABLES, OR ANY OTHER MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THE AGREEMENT. GLOBALSCAPE WILL NOT BE LIABLE FOR ANY THIRD PARTY SERVICES OR PRODUCTS IDENTIFIED OR REFERRED TO CUSTOMER BY GLOBALSCAPE. NO EMPLOYEE, AGENT, REPRESENTATIVE OR AFFILIATE OF GLOBALSCAPE HAS THE AUTHORITY TO BIND GLOBALSCAPE TO ANY REPRESENTATIONS OR WARRANTIES OUTSIDE OF THE AGREEMENT.

(c) Limitation of Liability.

(i) Limitation on Direct Damages. In no event shall Globalscape be liable for any indirect, special, incidental, consequential, or exemplary damages, including without limitation, damages for lost profits or revenues, loss of use of any software or hardware, loss of data, or interruption of business, whether claimed in contract, tort, or otherwise, and arising out of or in connection any Statement of Work, even if Globalscape is informed of the possibility of such loss or damage. The cumulative liability of Globalscape for all claims relating to or arising under the applicable Statement of Work, whether in contract, tort, or otherwise, shall not exceed the total amount of all fees paid by Customer to Globalscape for Services under the applicable Statement of Work

(ii) Further Limitations. Globalscape's licensors will have no liability of any kind under the Agreement, and Globalscape's liability with respect to any third party software embedded in the Deliverables will be subject to the limitations in this Section 5. Customer may not bring a claim arising out of the Agreement, regardless of form, more than twelve (12) months after the cause of action has accrued.

6. Fees and Payment.

(a) Invoicing and Payment. Globalscape will provide the Services (i) for a fixed fee or (ii) on a T&M basis, as described in Quotation, plus travel expenses in accordance with Globalscape's travel and expense policy. For all fixed fees or pre-paid hours, all fees will be invoiced upon order execution as set forth in the Quotation and, unless other payment terms are set forth in the invoice, payment will be due by Customer within thirty (30) days of the date of invoice issued by Globalscape. For all T&M-based (except pre-paid hours) Services, as Globalscape shall invoice Customer for Services as rendered on a monthly basis, unless other payment terms are set forth in the invoice, payment will be due by Customer within thirty (30) days of the date of invoice issued by Globalscape. Customer is responsible for ensuring that its purchase order ("PO") issued to Globalscape for the Services reflects the pricing set forth in the Quotation. Once Globalscape fulfills its obligations under a PO from Customer, Globalscape will have no liability for any pricing in Customer's PO that is inconsistent with the pricing set forth in the Quotation. Customer agrees that POs do not have to be signed by Customer to be valid and enforceable.

(b) Taxes. Fees are exclusive of Taxes, and Customer will pay or reimburse Globalscape for all Taxes arising out of the Agreement. If Customer is required to pay or withhold any Taxes in respect of any payments due to Globalscape, Customer will gross up payments actually made such that Globalscape will receive sums due in full and free of any deduction for any Taxes. Customer confirms that Globalscape can rely on the Customer address set forth in the Quotation as being the place of supply for Tax purposes.

(c) Late Payments. All amounts not paid when due will incur a late charge equal to the lesser of one and one-half percent (1.5%) per month, or the maximum amount allowed by applicable law.

(d) Currency. All charges and fee provided for in the SOW will be in United States Dollars (USD), unless otherwise specified in the Quotation.

(e) Expiration Policy. Notwithstanding anything to the contrary in the Agreement, all Services shall automatically expire ("**SOW Expiration Date**") **twelve (12)** months after the date of the last signature on the Quotation or SOW, regardless of the Services being completed and the Deliverables delivered and accepted. Globalscape is not obligated to perform any further Services on or after the SOW Expiration Date.

(f) No Refund Policy. All paid fees are non-refundable.

(g) Cancellation Policy. Customer may cancel any Services by giving written notice to Globalscape. In the event of Services cancellation, all fees for the Services being cancelled will be forfeited by Customer, regardless of the Services being completed and the Deliverables delivered and accepted in accordance with Section 2(d), in the event that Customer does not provide the Customer Materials to Globalscape in a timely fashion, Globalscape reserves the right to treat such failure as a cancellation of the Services by Customer.

(h) Exchange of Services. Services can be exchanged for other Services in an amount that is less than or equal to the dollar value of the Services being exchanged. Exchanged Services will be governed by the respective SOW corresponding to the newly acquired Services. The entirety of this Section 6(h) must be approved by Globalscape in writing prior to any exchange of Services being performed.

(i) Reschedule Services Policy. In the event that Customer wishes to reschedule the dates of any Working Sessions for the Services, Globalscape will make commercially reasonable efforts to accommodate schedule changes, however Customer must provide a minimum of fifteen (15) business days' written notice for Onsite Services and/or a minimum of five (5) business days' written notice for Remote Services. In the event that Customer does not provide the aforementioned required notices, Customer will be charged an additional twenty percent (20%) rescheduling fee, to be calculated based upon the total fees for the scheduled Services for which the required notice was not provided. Notwithstanding anything in this Section to the contrary, Working Sessions may only be rescheduled no later than one (1) business day before the first day the specific Working Session is scheduled to commence.

(j) Customer will pay all incurred expenses (e.g., airfare), if any, for any Services rescheduled or cancelled by Customer.

7. Term and Termination.

(a) Term. The term of the Agreement begins on the date stated in the SOW and continues until (i) Customer's acceptance of the final Deliverables pursuant to the process in the Agreement, (ii) terminated in accordance with the provisions of the Agreement, or (iii) the Parties mutually terminate the Agreement in writing.

(b) Termination. Either Party may terminate the Agreement immediately upon written notice if: (i) the other Party breaches any provision of the SOW and does not cure the breach within thirty (30) days after receiving written notice from the other Party; or (ii) the other Party commits a breach of the SOW that is not capable of being cured. Globalscape may terminate the Agreement in its entirety effective immediately upon written notice to Customer if Customer: (a) terminates or suspends its business; (b) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to control of a trustee, receiver or similar authority; or (c) becomes subject to any bankruptcy or insolvency proceeding; or (d) fails to make any payment when and as due to Globalscape.

(c) Survival. Any provision of the Agreement will survive any termination or expiration of the Agreement if by its nature and context it is intended to survive, including provisions related to the payment of outstanding fees, confidentiality, intellectual property, warranties, disclaimers and limitation of liability.

8. Miscellaneous

(a) General. The laws of the State of Texas, excluding its conflicts laws, will 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. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. Customer agrees that this Agreement will be fully performable in Bexar County, Texas and submits to the exclusive jurisdiction of, and agrees that venue is proper in the 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. This Agreement may only be modified by a written document signed

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by Globalscape and Customer. No Globalscape authorized provider, marketplace, dealer or distributor is authorized to change the terms of this Agreement. If any provision of this Agreement is found to be void or unenforceable, then such provision will 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, and the remainder of this Agreement will continue in full force and effect. No waiver of any term or right in this Agreement will be effective unless in writing, signed by an authorized representative of the waiving Party. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. Failure to exercise or delay in the exercise of any right or remedy under this Agreement will not operate as a present or future waiver thereof. The express waiver by either Party of any provision, condition or requirement of this Agreement will not constitute a waiver of any future obligation to comply with such provision, condition or requirement. This Agreement is in the English language only, which language will be controlling in all respects. No translation, if any, of this Agreement into any other language for convenience or to meet local requirements will be of any force or effect in the interpretation of this Agreement or in determination of the interests of either Party hereto. Furthermore, all correspondence, notices, claims, suits and other communication between the Parties hereto will be written or conducted in English. It is the express wish of the Parties that this Agreement and/or any related documents have been drawn up in a language other than French. French translation: 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.")

(b) Force Majeure. Except with respect to any payment to be made to Globalscape hereunder, neither Party will be liable for any failure, deficiency or delay in the performance of its obligations under this Agreement due to any force majeure, which will include but not be limited to any storm, flood, fire, aircraft damage, explosion, electrical or communication line failure, disturbance, war or military action, acts of terrorism, Government act or administrative delay, equipment failure or non-delivery, inability to obtain materials or any cause or matter whatsoever not within the reasonable control of such Party. In the event of such a force majeure, the affected Party will be entitled to a reasonable extension of time for the performance of its obligations under this Agreement.

(c) Independent Contractors. The Parties are independent contractors. Nothing contained herein or done pursuant to this Agreement will constitute either Party the agent of the other Party for any purpose or in any sense whatsoever, or constitute the Parties as partners or joint venturers.

(d) Construction. This Agreement will be construed without regard to any presumption or rule requiring construction against the drafting Party. Each of the individuals executing this Agreement on behalf of a Party individually represents and warrants that he or she has been authorized to do so and has the power to bind the Party for whom they are signing.

(e) Assignment. Customer will not have the right or ability to assign or transfer (whether by merger, operation of law or otherwise) this Agreement, in whole or in part, including without limitation any obligations or rights under this Agreement without the prior written consent of Globalscape, which consent will not be unreasonably withheld. A change of control of Customer will be deemed an assignment for purposes of this Section. Globalscape may assign or transfer its rights and obligations under this Agreement, without Customer's consent, to a Globalscape affiliate or in connection with any merger, consolidation, sale of all or substantially all of Globalscape's assets or equity, reorganization, or any similar transaction (whether by merger, operation of law or otherwise).

(f) Notices. Unless otherwise set forth in the SOW, any notice regarding the Agreement or required by law must be in writing and delivered to the other Party's legal department at the address listed below via: (i) personal delivery confirmed in writing by the recipient; (ii) certified mail, return receipt requested; or (iii) recognized commercial courier offering confirmation of delivery. Notices will be deemed received upon the date of delivery shown by the corresponding confirmation or refusal to accept. Either Party may change its address by notice to the other Party. All notices will be directed to Customer to the address set forth in the Quotation or SOW, and to Globalscape as follows: GlobalSCAPE, Inc., 4500 Lockhill-Selma Road, Suite 150, San Antonio, Texas, USA 78249, Attention: Contracts Department.

(g) Counterparts. This Agreement may be executed in one or more counterparts, either manually or via electronic or digital signature, each copy of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument.

(h) Entire Agreement. This Agreement, including the Quotation and SOW, and the

exhibits/appendices attached or incorporated herein or therein by reference, constitute the complete and exclusive agreement between Globalscape and Customer with respect to the subject matter hereof, and supersede all previous and contemporaneous agreements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof.

(i) Insurance. Globalscape will, for the term of the Agreement, carry general and professional liability, automobile, and workers compensation insurance, for claims for bodily injury (including death) or damage to tangible or real property, which may arise or result from Globalscape's performance under the Agreement. Globalscape will provide Customer with its then-current Certificate of Insurance upon reasonable request.

(j) Non-Solicitation. During the period of the performance and one year from the completion of the Services under the SOW covered by the Agreement, neither Party will solicit directly or indirectly the employment or services of the employees or contractors of the other Party who were involved in the performance under the SOW. Both Parties acknowledge that (i) any newspaper or other public solicitation not directed specifically to that person will not be deemed to be a solicitation for purpose of this provision, and (ii) this provision is not intended to limit the individual's right to change jobs.

(k) Compliance with Laws; Export Control; Government Regulations. Each Party will comply with all laws applicable to the actions contemplated by the Agreement. All content, including the Services and the Technology included therein (collectively the "**Materials**") provided under the Agreement are subject to governmental restrictions on (i) exports from the United States; (ii) exports from other countries in which the Materials may be produced or located; (iii) disclosure of Technology to non-U.S. persons; (iv) exports from abroad of products derivative of the Materials; (v) the importation and/or use of the Materials outside of the United States or other countries (collectively, "**Export Laws**"). Customer must comply with all Export Laws. Diversion contrary to United States law or other Exports Laws is expressly prohibited.

(l) License Agreement. If the Services involve Globalscape software products licensed or provided to Customer under a separate written agreement, unless otherwise provided in the SOW or Quotation, the terms set out in the separate written agreement will apply with respect to each Globalscape software product.

(m) Acknowledgement. Unless otherwise stated in the SOW, Customer acknowledges that the Services do not include significant modification or customization of Globalscape licensed software, and that all EFT software application bugs, issues, changes, or new features shall be governed by the Customer's applicable M&S Plan.

(n) Reference. Notwithstanding anything in this Agreement to the contrary, Globalscape may identify Customer as a customer of Globalscape and reference Customer's company name, logos and other marks in press releases, general advertising materials, case studies, and other promotional materials, provided that Globalscape will include protective legends necessary to protect Customer's rights in and to Customer's trademarks, service marks, or copyrighted materials. Any other use made by Globalscape will only occur upon the receipt of prior written approval from Customer.