



**SUPPORT SERVICES AGREEMENT FOR THE
CIPHERTRUST® IRONMAIL® APPLIANCE**

This Support Services Agreement entered into as of the Effective Date listed below (“Agreement”) is made by and between CipherTrust, Inc., a Georgia corporation (“CipherTrust”) and the Customer identified below (“Customer”) and governs the annual maintenance and support services set forth herein for the IronMail® Software and, if so licensed by Customer, third party application software licensed directly from CipherTrust (the IronMail® Software and any third party application software collectively referred to herein as the “Software”) and for the computer hardware (“Appliance Hardware”) on which such Software is installed and operates (the IronMail® Software and Appliance Hardware collectively referred to herein as the “Appliance”), and, if requested and paid for by Customer, installation, integration and training services related to the Appliance. CipherTrust shall provide Customer telephone technical consultation, Updates (as defined herein) and Error correction (as defined herein) as software maintenance and support services related to the Software (“Software Support”) and telephone technical consultation and onsite hardware repair services as maintenance and support services related to the Appliance Hardware (“Appliance Hardware Support”) during periods of contracted Support (the Software Support and Appliance Hardware Support hereinafter referred to together as the “Support Services” or “Support”). By executing this Agreement, Customer expressly acknowledges that it has read and understands all terms and conditions contained in the following pages and agrees with CipherTrust to be bound by this Agreement.

CUSTOMER INFORMATION

Company Legal Name: _____

Billing Contact Name/Title: _____

Phone: _____ Fax: _____ E-mail: _____

Billing Address _____

City/State/Zip: _____

CUSTOMER’S PURCHASE ORDER (PO) NUMBER: _____

Appliance Hardware Description: IronMail® Appliance Hardware Model # _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Agreement Date indicated below as attested by the signatures of their duly authorized representatives:

Address for Notice:

Attn.: _____

With copy to: _____

CUSTOMER

Company: _____

a _____ corporation

Address: _____

City/State/Zip: _____

Signed: _____

Name: _____

Title: _____

Address for Notice:

4800 Northpoint Parkway, Suite 400
Alpharetta, Georgia 30022 USA
Attn: Chief Financial Officer
With copy to: General Counsel (same address)

CIPHERTRUST, INC.

a Georgia corporation
4800 Northpoint Parkway
Suite 400
Alpharetta, Georgia 30022 USA

Signed: _____

Tim Oakley, Chief Financial Officer

EFFECTIVE DATE: _____

1. Support Services. CipherTrust shall provide Customer telephone technical consultation, Updates (as defined herein) and Error correction (as defined herein) as software maintenance and support services related to the Software ("Software Support") and telephone technical consultation and onsite hardware repair services as maintenance and support services related to the Appliance Hardware ("Appliance Hardware Support") during periods of contracted Support (the Software Support and Appliance Hardware Support hereinafter referred to together as the "Support Services" or "Support").

(a) **Term, Fees and Renewal.** The initial Support term shall be for one (1) year commencing upon the delivery of the Appliance to Customer. Customer shall pay the amount invoiced for the initial Support term. Thereafter, Support can be renewed at the end of the initial Support term or any subsequent renewal Support term pursuant to this Agreement for an additional period of time equal to the initial Support term. If written notice of non-renewal is not provided by one party to the other at least thirty (30) days prior to the renewal date, then Customer is deemed to have renewed Support. For each Support renewal term, if the renewal term is for a: (i) one-year term, CipherTrust shall not charge the Customer more than 110% of the Support fees for the immediately preceding one-year Support term; (ii) two-year term, CipherTrust shall not charge the Customer more than 118% of the Support fees for the immediately preceding two-year Support term; or (iii) three-year term, CipherTrust shall not charge the Customer more than 124% of the Support fees for the immediately preceding three-year Support term. Support fees are payable within (30) days of the invoice date and are payable in advance of the applicable term. The initial Support term and any renewal terms thereafter are referred to hereinafter collectively as the "Support Term."

If Customer licensed the Anti-Virus Software for a particular period of time, at the expiration of the licensed term Customer may license Anti-Virus Software, and receive support, from CipherTrust for an additional period of time equal to the initial license and support term (the "Anti-Virus Renewal"). If written notice of non-renewal is not provided by the Customer at least thirty (30) days prior to the renewal date, then the Customer is deemed to have elected an Anti-Virus Renewal. For each Anti-Virus Renewal term, if the renewal term is for a: (i) one-year term, CipherTrust shall not charge Customer more than 110% of the one-year Anti-Virus fees (which includes license and support) for the immediately preceding one-year Anti-Virus license term; (ii) two-year term, CipherTrust shall not charge Customer more than 118% of the two-year Anti-Virus fees (which includes license and support) for the immediately preceding two-year Anti-Virus term; or (iii) three-year term, CipherTrust shall not charge Customer more than 124% of the three-year Anti-Virus fees (which includes license and support) for the immediately preceding three-year Anti-Virus term. Anti-Virus fees are payable within (30) days of the invoice date and are payable in advance of the applicable term.

(b) **Customer Support Contacts.** CipherTrust's support technicians shall be obligated to respond only to Customer's two (2) designated contacts (one designated primary and the other alternate), who shall have been adequately trained on the Appliance and who have sufficient technical expertise, training and/or experience to identify and resolve issues regarding the Software and Appliance Hardware. Customer agrees to use reasonable efforts to resolve internally any support questions prior to requesting Support Services.

(c) **Remote Access for Support.** Customer shall allow CipherTrust remote access via the Internet to the Appliance to provide Support Services, as needed and as approved by Customer. While providing Support Services hereunder, CipherTrust may obtain information regarding Customer's email communications; Customer acknowledges and agrees that, as a condition to entering into this Agreement and CipherTrust's commitment to providing Support, CipherTrust may use statistical data generated regarding Customer's email communications for the sole purpose of internal Appliance performance research and improvement, provided that all such data and information regarding Customer's email communications are kept confidential.

(d) **Telephone Support.** CipherTrust's English-language Support personnel are available to answer questions received from Customer's designated contacts which are related to the Appliance for which the Customer has purchased Support. Telephone Support is available twenty four (24) hours a day, seven (7) days a week, 365 days per year; telephone Support calls will receive a customer callback within two (2) hours. Email inquiries sent to support@ciphertrust.com are also monitored and responded to by CipherTrust Support personnel.

(e) **Software Error Correction.** CipherTrust shall exercise commercially reasonable efforts to correct any significant deviation from the then current published specifications for the Software (an "Error") reported by Customer in accordance with the priority level reasonably assigned to such Error by

CipherTrust. If an Error has caused the Appliance to be inoperable, or if the Error is otherwise substantial and material with respect to Customer's use of the IronMail® Software, CipherTrust shall, at its sole discretion considering the nature of the Error, use commercially reasonable efforts to correct such Error or to provide a software patch or bypass around such Error or replace Customer's copy of the IronMail® Software with another copy of the IronMail® Software that corrects such Error. Corrections of Errors in any Anti-Virus Software which cannot be addressed by CipherTrust Support personnel will be provided to Customer by CipherTrust as made available by the Anti-Virus Software provider and as tested and approved by CipherTrust for use on the Appliance. Customer acknowledges that not all reported Errors may be capable of correction.

(f) **Software Updates.** During the Support Term, Customer shall be entitled to receive an electronic copy of Updates to the IronMail® Software and an electronic copy of published revisions to the related documentation released by CipherTrust to its Support customers. As used herein, "Update" means a new version of the IronMail® Software, if and when available, which CipherTrust distributes free of charge to its Support customers to correct Errors or to provide other modifications or enhancements to the IronMail® Software. "Update" does not include any modifications or enhancements that represent a new product, as determined by CipherTrust in its sole discretion. From time to time, CipherTrust may provide to certain of its Support customers free of charge modifications or enhancements which represent a new product as an accommodation; any such accommodations shall not waive, diminish or abrogate CipherTrust's right to determine in its sole discretion whether or not an enhancement constitutes an Update or a new product. Customer agrees to test, and if operable, accept and use all Updates to the Software furnished by CipherTrust hereunder. CipherTrust shall be obligated to support only the most current version of the Software. New releases of and patches to any Anti-Virus Software will be provided to Customer by CipherTrust as made available by the Anti-Virus Software provider and as tested and approved by CipherTrust for use on the Appliance. Any Updates, patches and other similar software code provided to Customer as part of Software Support shall be considered part of the Software and are licensed to Customer subject to the terms and conditions of the Master Sale and License Agreement between the parties governing license of the Software.

(g) **Onsite Appliance Hardware Support.** Appliance Hardware Support will be provided via onsite repair services performed by CipherTrust or its authorized agents. Customer shall allow CipherTrust and/or its agents sufficient access to its facility, under all reasonable requirements imposed by Customer, to provide necessary onsite repair services for the Appliance Hardware.

(i) Appliance Hardware Models 110, 112 and 210 only. For telephone Support calls regarding an Appliance Hardware issue that are received before 3:00 PM EST (EDT), CipherTrust will use commercially reasonable efforts to generally provide onsite repair services the next business day after the call is received. For telephone Support calls regarding an Appliance Hardware issue that are received after 3:00 PM EST (EDT), CipherTrust will use commercially reasonable efforts to generally provide onsite repair services on the second business day after the call is received. Customer agrees to return any defective parts replaced by the onsite service technician during service in accordance with the instructions provided with the replacement parts.

(ii) Appliance Hardware Models 305, 345, 345B and 345X only. Appliance Hardware Support is available 365 days per year. For telephone Support calls regarding catastrophic failure of the Appliance, CipherTrust will use commercially reasonable efforts to generally provide onsite repair services four (4) hours after CipherTrust's determination that such catastrophic failure is due to an Appliance Hardware issue. Customer agrees that the onsite service technician will remove any defective parts replaced during service.

(iii) Replacement Appliance Hardware. Customer acknowledges and agrees, as a condition to receiving replacement Appliance Hardware from CipherTrust under Appliance Hardware Support, that if CipherTrust determines that resolution of an Appliance Hardware Support issue or Software Error requires replacement of Customer's Appliance Hardware, then: (i) the replacement Appliance Hardware may be either new or refurbished, at CipherTrust's sole discretion, and will be delivered to Customer with the then-current commercially generally available version of the IronMail® Software installed; and (ii) Customer shall promptly return the malfunctioning Appliance Hardware to CipherTrust in good condition, under a Return Materials Authorization (RMA) provided by CipherTrust to Customer, with the outside of the package clearly and conspicuously labeled with the RMA number (CipherTrust shall reject any deliveries that are not identified with a RMA number). Customer shall also be responsible for properly packaging the returned Hardware Appliance for commercial shipment to ensure that the unit is not physically damaged during transit; Customer shall reimburse CipherTrust an amount equal to the replacement cost of the applicable Appliance Hardware model unit should the

returned Appliance Hardware be delivered to CipherTrust with damage due to insufficient and improper packaging by Customer.

(h) Waiver of Liability for Software Support. CipherTrust shall have no liability for Software Support if: (1) the Software was not used in accordance with CipherTrust's then-current published specifications and such use caused the Error in the reasonable opinion of CipherTrust; (2) the Software was altered, modified or corrected by Customer without CipherTrust's prior written consent; (3) Customer's computer malfunctioned and the malfunction caused an Error or defect in the Software; (4) the Error is later determined to have been due to use of the Software with hardware or software not supplied or supported by CipherTrust; or (5) any other cause outside the control of CipherTrust which caused an Error or defect in the Software.

(i) Waiver of Liability for Appliance Hardware Support. CipherTrust shall have no liability for Appliance Hardware Support if: (1) the Appliance Hardware was not used in accordance with the then-current published specifications and such use caused the malfunction; (2) the Appliance Hardware was altered, modified or corrected by Customer without CipherTrust's prior written consent; (3) Customer's computer malfunctioned and the malfunction caused an error or defect in the Appliance Hardware; (4) the damage, error or defect is due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by CipherTrust, usage not in accordance with product instructions, failure to perform required preventative maintenance, and problems caused by use of software or hardware parts or components not supplied by CipherTrust or (5) any other cause outside the control of CipherTrust which caused a malfunction, error or defect in the Appliance Hardware. Customer replacement of a defective part in the Appliance Hardware that is authorized by CipherTrust per Section 1.(g) herein shall not constitute a waiver of CipherTrust's Appliance Hardware Support obligations or liability under this paragraph.

2. Termination. This Agreement may be terminated (i) by Customer, at any time by notifying CipherTrust in writing without a reduction in the fee; or (ii) by a party upon the failure of the other party to comply with any material term or condition of this Agreement which is not corrected within thirty (30) days of the receipt by the other party of written notice of such breach; or (iii) by CipherTrust upon the failure of Customer to make any payment hereunder within ten (10) days of Customer's receipt of written notice that the amount is past due. After the termination of Support hereunder for any reason, CipherTrust shall not be required to provide Support Services for the Software or Appliance Hardware to Customer, and CipherTrust's obligations to provide Updates will be cancelled. Customer may elect to renew Support Services after cancellation by paying any Support fees that would have otherwise been paid during the cancellation period. Sections 2, 3, 6 and 7 shall survive termination of this Agreement.

3. Limitation of Warranties and of Liability. (a) **THE TERMS AND CONDITIONS OF THIS AGREEMENT CONSTITUTE A SERVICE CONTRACT. ALL SUPPORT AND OTHER SERVICES ARE PROVIDED "AS IS." EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES AS TO NONINFRINGEMENT.** (b) **CIPHERTRUST'S AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY CUSTOMER FOR SUPPORT SERVICES HEREUNDER DURING THE ANNUAL TERM IN WHICH THE ALLEGED BREACHES OCCURRED, OR (AS APPLICABLE) TO THE AMOUNTS ACTUALLY PAID BY CUSTOMER FOR OTHER SERVICES HEREUNDER. IN NO EVENT SHALL CIPHERTRUST OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE THE APPLIANCE OR SOFTWARE OR APPLIANCE HARDWARE OR THE PROVISION OF, FAILURE TO PROVIDE OR DELAY IN PROVIDING SUPPORT SERVICES OR ANY OTHER SERVICES REQUESTED BY CUSTOMER, EVEN IF CIPHERTRUST OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF WARRANTIES AND OF LIABILITY CONTAINED IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE.**

4. Customer's Representations. Customer represents to CipherTrust that: (a) Customer is a business entity duly organized and in good standing as required *SSA_4.5*

under all jurisdictions where Customer does business; (b) Customer's execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of Customer; (c) this Agreement constitutes the legal, valid and binding obligation enforceable against Customer in accordance with its terms; and (d) Customer will use the Appliance only for commercial, business or governmental purposes and not for family, household or consumer purposes. The foregoing representations shall remain in effect throughout the term of this Agreement.

5. Payment and Taxes, Additional Fees and Services. (a) Customer shall pay amounts owed to CipherTrust in accordance with CipherTrust's invoice with payment due thirty (30) days from invoice date. If CipherTrust determines that Customer's credit rating does not support "net 30" terms, Customer shall prepay all amounts. Each party is solely responsible for its own expenses incurred in the performance of this Agreement. If Customer fails to make any payment when due, CipherTrust may suspend delivery of products or services until the past due payment is made. Any payment which falls due on a weekend or public holiday shall be due on the business day immediately preceding the weekend day or public holiday. Payments shall be in United States dollars. Any overdue amount shall bear interest at the maximum rate allowed by law. Costs of conversion, outside collection and related bank charges shall be paid by Customer. Any shipments by CipherTrust hereunder shall be F.O.B. origin. Customer agrees to be responsible for and to pay, or to reimburse CipherTrust if CipherTrust is required to pay or collect, any sales (including VAT), use, excise or other tax, duty or charge of any kind (excluding any tax that is based on CipherTrust's net income) that is levied or imposed by any governmental authority on the provision of Support Services or any component thereof under this Agreement. (b) CipherTrust reserves the right to charge Customer additional fees at its then-standard rates for Support Services performed in connection with Support requests relating to purported Software Errors or Appliance Hardware defects or malfunctions which are later determined to have been due to conditions stated in Sections 1.(h) or 1.(i) herein. (c) CipherTrust may provide installation, integration or training services upon Customer's request and payment of additional fees; if CipherTrust does provide such services to Customer, this Agreement sets forth the limits of CipherTrust's liability with respect thereto.

6. Notice; Dispute Resolution. Any notices to be given under this Agreement shall be (i) sent to the address listed on the signature page of this Agreement, to the attention of the recipient party's contract signatory and copied to its Legal Department/General Counsel unless other individuals for notice are specified on the signature page herein, (ii) delivered by hand, via US Mail (postage prepaid, certified or registered), or via a document delivery service, and (iii) deemed given upon receipt. All disputes arising out of or relating to this Agreement shall be finally settled by arbitration conducted in Atlanta, Georgia, United States under the Rules of Commercial Arbitration of the American Arbitration Association. The parties shall bear equally the cost of the arbitration (exclusive of legal fees and expenses, all of which each party shall bear separately). All decisions of the arbitrator(s) shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, in the event of breach by a party of its obligations hereunder, the non-breaching party may seek injunctive or other equitable relief in any court of competent jurisdiction, without necessity of posting bond. Customer acknowledges that infringement of intellectual property of CipherTrust or unauthorized copying would cause irreparable harm to CipherTrust.

7. General. This Agreement is the complete and exclusive statement of the agreement between Customer and CipherTrust pertaining to the subject matter of this Agreement, and this Agreement supersedes any prior proposal, agreement, or communication, oral or written, pertaining thereto and there are no inducements to enter into this Agreement which are not set forth herein. All Support and other services provided hereunder are provided per the terms and conditions stated in this Agreement, which supersede any different terms and conditions contained in Customer's purchase order(s) or any other Customer document that may be accepted by CipherTrust for Customer's convenience; CipherTrust hereby objects to the terms and conditions of such Customer documents to the extent they conflict herewith. This Agreement shall be governed by the laws of the State of Georgia and of the United States of America, excluding (i) their respective conflicts of law principles and (ii) the United Nations Convention on Contracts for the International Sale of Goods.