

VECTRA NETWORKS, INC.
METADATA SERVICES AGREEMENT

This Metadata Services Agreement (this “Agreement”) is a legal contract between Vectra Networks, Inc. (“VECTRA”) and you, as either an individual or an entity (“Customer”), and sets forth the terms and conditions that govern Customer’s sharing of certain data with VECTRA, as well as VECTRA’s access to Customer’s data to provide certain data services to Customer and improve VECTRA’s products and services. If you are entering into this Agreement on behalf of an entity, then you represent and warrant that you have the power and authority to bind such entity to these terms and conditions.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. BY CLICKING THE “I ACCEPT AND AGREE” BUTTON, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTOOD, AND AGREES TO ACCEPT AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ANY ADDITIONAL TERMS AND CONDITIONS INCORPORATED BY REFERENCE HEREIN. IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST CLICK THE “I DECLINE” BUTTON.

1 Relationship to Purchase and License Agreement.

This Agreement is incorporated into and is subject to the VECTRA Purchase and License Agreement between Customer and VECTRA (the “Purchase and License Agreement”). Capitalized terms used but not defined in this Agreement have the meaning given to them in the Purchase and License Agreement. If any provision in this Agreement conflicts with any provision in the Purchase and License Agreement then this Agreement will prevail. Except as expressly provided herein, this Agreement shall not alter any provision of the Purchase and License Agreement.

2 Metadata Services

2.1 Data Access. In the provision of the Product or a Subscription (including services related thereto), VECTRA may receive, store, process, and utilize network traffic data, including system stability data, threat detection information, user experience data, user interface data, and session and detection metadata (including packet capture data) (such data, “Customer Traffic Data”). Without limiting the foregoing, VECTRA may automatically access, process, and retain Customer Traffic Data transferred on networks to which Customer connects any Product for purposes of product improvement, support, analysis, evaluation, and the provision of services to Customer (collectively, the “Metadata Services”). Specifically, in providing the Metadata Services, VECTRA may monitor and access session and detection metadata, including DNS, HTTP and session data; detection details; host ID mapping data; and precursors, on Customer’s systems or devices.

2.2 Data Access Consent to Perform Metadata Services.

Customer acknowledges that the Products detect threats and attacks by monitoring Customer Traffic Data, and that the Products may be less effective in detecting threats, attacks, or other suspicious or unauthorized activity if the Products do not have adequate access to Customer Traffic Data. Customer authorizes and directs VECTRA to store, process, retrieve, and disclose Customer Traffic Data for the following purposes: (i) providing service, including the Metadata Services, to Customer; (ii) analyzing, maintaining and improving VECTRA’s products and services; (iii) complying with legal, governmental or contractual terms or requirements, including without limitation good faith efforts to comply with such terms or requirements; (iv) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and

enhancing VECTRA products and services; and (v) anonymously aggregating and statistically analyzing malicious or unwanted content.

2.3 Data Protection by Customer. Customer represents and warrants that Customer’s use of the Products and Subscriptions complies with all applicable laws, including those related to data privacy, data security, and international communications and that Customer has obtained any and all consents necessary for VECTRA to engage in data processing under this Agreement. Submission or provision of Customer Traffic Data to VECTRA shall be at Customer’s own risk, and VECTRA assumes no responsibility or liability for receipt of such Customer Traffic Data.

2.4 Confidentiality. The Software in source code form used to provide the Metadata Services remains a confidential trade secret of VECTRA and/or its suppliers. The Software is protected by the copyright and other intellectual property laws of the United States and international treaties. Customer acknowledges that, in the course of using the Product, including the Software, Customer may obtain or learn information relating to the Software, which may include, without limitation, information relating to the performance, reliability or stability of the Software, operation of the Software, knowhow, techniques, processes, ideas, algorithms, and software design and architecture (“Proprietary Information”). As between the parties, such Proprietary Information shall belong solely to VECTRA. During and after the term of this Agreement, Customer shall hold in confidence and protect, and shall not use (except as expressly authorized by this Agreement) or disclose, Proprietary Information to any third party.

3 Term and Termination. This Agreement shall commence as of the date Customer clicks the “I Accept and Agree” button below and shall continue until the expiration or termination of the Purchase and License Agreement. Sections 2.4, 4, 5, 6, and 7 will survive.

4 Limited Warranty. VECTRA does not warrant that Metadata Services will meet Customer’s requirements or function uninterrupted or error free. PRODUCTS, EVALUATION PRODUCTS, SOFTWARE, HARDWARE, SUBSCRIPTIONS AND ANY SERVICES (INCLUDING WITHOUT LIMITATION THE METADATA SERVICES) ARE “AS IS” AND

WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND VECTRA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

5 Limitation of Liability. IN NO EVENT SHALL VECTRA BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING COSTS OF PROCUREMENT OF SUBSTITUTE GOODS) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES VECTRA PROVIDES (INCLUDING WITHOUT LIMITATION THE METADATA SERVICES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VECTRA'S TOTAL LIABILITY ARISING OUT OR RELATING TO THIS AGREEMENT OR ANY PRODUCTS OR SERVICES WILL NOT EXCEED THE AMOUNT PAID FOR THE RESPECTIVE PRODUCT, SOFTWARE, SUBSCRIPTION OR SERVICE TO WHICH THE CLAIM RELATES, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE.

6 Governing Law. This Agreement is governed by California law, excluding its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and shall not apply. Any dispute or claim arising out of or related to this Agreement, or breach or termination thereof, shall be subject to the exclusive jurisdiction, forum and venue of the state and federal courts in Santa Clara County, California, and the parties agree and submit to the personal and exclusive jurisdiction of these courts.

7 Miscellaneous. This Agreement and the rights hereunder may not be assigned or otherwise transferred, either directly or indirectly, by Customer without the prior written consent of VECTRA. Except for the Purchase and License Agreement, this is the entire Agreement between the parties relating to the subject matter hereof and no waiver or modification of the Agreement shall be valid unless in writing signed by each party. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.