

**VERSA SECURE Private ACCESS (VSPA) AND/OR Versa Secure Internet Access (VSIA) AND/OR Versa Secure Access Fabric (VSAF) END USER SUBSCRIPTION SERVICES AGREEMENT**

This End User Subscription Services Agreement ("Agreement") governs Your rights and duties with respect to the Versa Secure Private Access (VSPA) and/or Versa Secure Internet Access (VSIA), and/or Versa Secure Access Fabric (VSAF) cloud delivered solutions by Versa Networks. Capitalized terms used in this Agreement are defined in Section 25 (Definitions). The terms "Customer," "You," "Your," and "Yours" refer to you, the end customer and user of the Products, whether obtained directly from Versa or through one of our authorized channel partners.

**1. Services Grant.**

- a. When You purchase or rightfully receive rights to Versa Secure Private Access (VSPA) and/or Versa Secure Internet Access (VSIA), and/or Versa Secure Access Fabric (VSAF) cloud delivered solutions by Versa Networks, Versa grants You a worldwide, non-exclusive, non-transferrable right to install and use that Service for the term you have purchased for.
- b. Your use of Versa Secure Private Access and/or Versa Secure Internet Access and/or Versa Secure Access Fabric, as well as any components of the solution, may not exceed the scope or quantity You have purchased,
- c. You may install and use Versa Client APP (part of Versa SASE solution) on any device that supports it.
- d. You are also granted a worldwide, non-exclusive, non-transferrable right to use eligible Versa Cloud Gateways (VCGs) that are deployed globally with Versa Operating System™ (VOS™) as part of the Versa SASE solution.

**2. Services Model.**

- a. **Services Model.** Versa Secure Private Access (VSPA), Versa Secure Internet Access (VSIA) and Versa Secure Access Fabric (VSAF) are offered as a subscription with various License Tiers and is equipped with programmatic usage enforcement. It is Your responsibility to purchase the Services Tier that meets Your needs. The Service is licensed for a number of authorized users or for bandwidth per Region. ("Authorized User") is defined as a specific named individual user who is authorized to access the Service. For services licensed on a per Authorized User basis, the authorization is not sharable between more than one named individual. For users authenticated on the gateway, every unique user connected to the Gateway is counted against the authorized user licenses subscribed by the customer. For any traffic for which user authentication is not enabled on the Gateway, a unique user count of 3000 IP sessions per day shall be considered one (1) Authorized User. Versa reserves the right to monitor the unique user count and enforce strict policing. When licensed on bandwidth per region basis, the bandwidth is calculated on per region for all users connected in the region.
- b. Fair Usage Policy: Versa SASE service is a cloud-based service which can scale up and down based on user requirement. However, in order to avoid misuse of the infrastructure, Versa has installed protections. Versa monitors the subscription usage against the industry standard guidelines. If Versa identifies that a customer is exceeding the industry standard guidelines by a significant margin, Versa reserves the right to renegotiate the contract. The table below lists maximum usage in terms of data transfer allocated per unit (User or Mbps) averaged over the subscribed capacity.

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

If the customer and Versa cannot come to a mutually agreeable solution, Versa reserves the right to terminate the customer. Versa credit shall be provided for the pro-rated subscription fee for the remaining subscription duration.

### **3. Term of Service**

a. **Subscription.** Unless Your commercial agreement (Enterprise Services Agreement (ESA) or Master Services Agreement (MSA)) states otherwise, the term of the Subscription Service will be 12, 36 or 60 months, as per the term referenced Your Purchase Order. The term of Your Subscription Service is subject to the actions and status as defined in Section 5: Certain Restrictions, Limitations and Prohibitions. (Subscription Service).

b. **Start Date.** Unless Your commercial agreement (ESA or MSA) states otherwise, Your Subscription Start Date will be ninety (90) days from the date of Your Purchase Order.

c. **Renewals.** All subscriptions must be renewed to remain in effect. Unless otherwise agreed ninety (90) days prior to the end of the term all subscriptions will automatically be renewed and invoiced for one year.

d. **Terminate:** If You opt not to renew, Your subscription(s) will terminate at the end of the term. See the Section 7. Termination for more information.

e. **Modify:** The Subscription Service may be upgraded during the term to a higher tier. A Modify action results in termination of the existing Service and subsequent start of a new Subscription License, which will co-terminate with all existing subscriptions.

### **4. Support Services**

a. Your VSPA and/or VSIA and/or VSAF subscription entitles you to technical support (phone or web). If You have purchased these services through a Versa authorized reseller or partner, then they are your first line of support.

b. **Updates.** Your Subscription entitles you to software updates that are made available by Versa or authorized partners. These updates will be implemented as part of Versa's ongoing service.

**5. Certain Subscription Restrictions, Limitations and Prohibitions.** Notwithstanding any other term of this Agreement, this Section applies to all varieties of Services, whether Subscription, Special Purpose or otherwise that are used for these delivered VSPA, VSIA and VSAF services:

a. **No Rights or Licenses Implied.** Rights in the Services not expressly granted in this Agreement shall not arise by implication or otherwise.

b. **Approved Source.** You shall have no right in the Services unless You rightfully received the Software from an Approved Source.

c. **No Subletting or Assignment.** You may not sublet, transfer, or assign, whether voluntarily or by operation of law, any right in or to the Software or under any Proof of Entitlement. Any attempted sublet, transfer or assignment shall be void. If You are a party to a transaction (or related series of transactions) involving a merger, consolidation, or other corporate reorganization (collectively, a "Restructure") where You do not survive the transaction(s), the transaction(s) shall also be deemed a prohibited transfer.

d. **You are Sole Subscription Services Holder.** No rights in the Services or any Support Services shall arise under this Agreement in favor of anyone other than You.

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

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

g. Other Use Restrictions and Prohibitions. Versa uses our Versa Operating System™ (VOS™) Software, Versa Client along with other components to deliver these services. You shall not, directly or indirectly decompile, disassemble, or reverse engineer the Software or modify, unbundle, or create derivative works based on the Software, except as expressly permitted by applicable law without the possibility of contractual waiver. If the law requires Versa to provide interface information to You to adapt the Software, Versa, at its option, may either (A) provide the information to You subject to Your acceptance of non-disclosure and use limitation terms that Versa reasonably requires, or (B) perform that adaptation itself at a reasonable charge for services. Detach or separate any libraries, files, modules or other components embedded within a Software product or within a particular software image you have received even if any such library, file, module or other component is separately licensable, or use any such modules, files or other components separately from the Software product or software image in which it is embedded (except to the extent that a documented feature of the Software product is implemented by doing so); Furnish any copy of the Software or other means of access to the Software to any third party other than to Your contractor(s) solely for Your benefit in performing its contract services for You and in that case only if that contractor has agreed to adhere to the terms of this Agreement. If You do furnish Software or access to Software to Your contractor(s), You shall remain fully and primarily responsible to Versa for compliance with all provisions of this Agreement; Remove (or, if the license includes the right to make copies of the Software, fail to include in those copies) any readme files notices, disclaimers, marks and labels included in the Software as delivered by Versa; or Use or allow use of the Software in violation of any applicable law or regulation or to support or facilitate any illegal activity.

## **6. Subscription Services Contract fees & Taxes.**

a. Fees. All fees are due and payable upon invoice.

b. Taxes. All prices and fees payable in respect of any subscription service to the Software (including any Subscription) or any Support Contract entered into with Versa or Versa Authorized Partner are exclusive of tax, unless it is stated otherwise in the contract between You and the Versa Authorized Partner. You shall be responsible for paying taxes arising from the delivery of Services (including any Subscription) or purchase of Support Services. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Versa prior to invoicing, and You shall promptly notify Versa or Versa Authorized Partner if Your exemption is revoked or modified. All payments that You make shall be net of any applicable withholding tax. You will provide reasonable assistance to Versa or Versa Authorized Partner in connection with such withholding taxes by promptly providing Versa with valid tax receipts and other required documentation showing Your payment of any withholding taxes; completing appropriate applications that could reduce the amount of withholding tax to be paid; applying for reduced tax rates; and notifying and assisting Versa or Versa Authorized Partner in any audit or tax proceeding related to transactions hereunder. You shall comply with all applicable tax laws and regulations, and You will promptly pay or reimburse Versa or Versa Authorized Partner for all costs and damages related to any liability incurred by Versa as a result of Your noncompliance or delay with its responsibilities herein. Neither party shall be liable for taxes or assessments on the other party's net income, gross income, capital, net worth, franchise, privilege, property, or any similar taxes or assessments. Your obligations under this Section shall survive termination or expiration of this Agreement.

## **7. Termination.**

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

- i. fail to make timely payment of any applicable fees due in respect of Service or Support Services, or
- ii. use the Service in excess of Your purchased License Metric units but fail timely to notify Versa or Versa Authorized Partner of such excess use, or otherwise breach any term of this Agreement or Your MPA, then Versa or Versa Authorized Partner may, in

addition to any other remedy to which it may be entitled, terminate Your Service and any rights You may have to Support Services.

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

c. Effect of Termination or Expiration. If Your subscription term expires without renewal or reinstatement or otherwise terminates, then You shall promptly destroy or return to Versa any and all copies of any Software and related documentation in Your possession or control.

d. Survival. The provisions of Sections 10 through 25 shall survive termination or expiration of this Agreement.

e. Early Termination. In the event of Service Termination prior to the subscription end date, the actual services Instance will continue to run until its originally planned subscription end date. If all services are terminated, no fees will be paid back.

#### **8. Product/Service Direction Statements & Confidential Information.**

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

b. "Confidential Information" includes any information disclosed by one party to the other relating to the Software or any Support Services (i) in tangible form if it is designated "Confidential" or "Proprietary"; (ii) orally, if also summarized in writing and delivered to the other party within 30 days of disclosure; or (iii) that by the nature of the information and the circumstances of the disclosure, the receiving party should reasonably infer to be confidential or proprietary. Without limiting the foregoing, any Product/Service Direction Statements, and any results of any benchmarking or other testing You perform on the Software, shall be considered Versa Confidential Information. Confidential Information does not include information that: (a) is or becomes generally known through no fault of the receiving party, (b) is known to the receiving party at the time of disclosure, as evidenced by its records, (c) is hereafter furnished to the receiving party by a third party as a matter of right and without restriction on disclosure; (d) is independently developed by the receiving party without any breach of this Agreement; or (e) is disclosed in response to a valid order of a court or other governmental body or is otherwise required by law to be disclosed, provided the responding party gives sufficient notice to the other party to enable it to take protective measures.

c. Each party will use a reasonable degree of care to maintain all Confidential Information of the other in confidence and neither will disclose to any third party nor use Confidential Information of the other for any unauthorized purpose. Each party may only disclose Confidential Information to those of its employees and representatives that both (i) may have a need to know for purposes of internal evaluation in the case of any Product/Service Direction Statements or otherwise for Your internal purposes in configuring, installing, using, or supporting the Software and (ii) are legally bound by confidentiality obligations no less stringent than those of this Agreement. No rights or licenses to intellectual property in Confidential Information are granted by either party under this Agreement, whether express, implied, or otherwise.

d. All Confidential Information will be returned immediately to the disclosing party after the receiving party's need for it has expired or upon request of the disclosing party or termination of

this Agreement. Each party agrees that the violation of the confidentiality provisions will cause irreparable injury to the other entitling the other party to immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other remedies such party may be entitled to.

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

**9. Your Data.** Unless Versa otherwise agrees in a signed writing, You shall not disclose or provide Versa or Versa Authorized Partner access to any personally-identifiable information, whether in data or any other form. You shall be solely responsible for all consequences of any such disclosure or grant of access.

**10. Ownership.** Versa and Versa's licensors, respectively, retain exclusive ownership of all right, title, and interest of all intellectual property in and to the Software. Nothing in this Agreement constitutes a sale or other transfer or conveyance of any right, title, or interest in the Software.

**11. Limited Warranty.**

a. SOFTWARE SUBSCRIPTION SERVICES FOR LAB USE, EVALUATION USE OR DEMONSTRATION USE ARE FURNISHED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. For any other subscription services or Software under this Agreement, Versa warrants for Your sole benefit that for a period of ninety (90) days from the commencement of the subscription term (herein, the "Warranty Period"), the Software delivered, shall be confirm in all material respects to Versa's published specifications under normal authorized use consistent with the product instructions. You may not make a warranty claim after lapse of the Warranty Period. In the event of any breach of the foregoing warranty, Versa shall at Versa's option (i) replace non-conforming copy with one that conforms to specification, (ii) use commercially reasonable efforts to provide You with a remedy or procedure to circumvent the nonconformity, (iii) refund You the License fee paid for the nonconforming copy. Any nonconformity must be reported to Versa in written form and with supporting information reasonably requested by Versa to enable verification, diagnosis and to correct the nonconformity. THIS SECTION 15 STATES YOUR SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF VERSA FOR BREACH OF ANY WARRANTY FOR ANY BREACH OF WARRANTY BY VERSA WITH RESPECT TO VERSA SOFTWARE.

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

c. VERSA DISCLAIMS ANY WARRANTY, REPRESENTATION OR ASSURANCE THAT THE SOFTWARE, OR ANY EQUIPMENT OR NETWORK RUNNING THE SOFTWARE, WILL

OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

d. Disclaimer of All Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, TO THE EXTENT PERMITTED BY LAW VERSA DISCLAIMS ALL WARRANTIES IN AND TO THE SOFTWARE (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, THAT WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. This disclaimer and exclusion shall apply even if the express warranty fails of its essential purpose.

## **12. Limitation of Damages.**

a. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF VERSA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS AND LICENSORS, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY (WHETHER UNDER CONTRACT OR STATUTE, IN TORT (INCLUDING PRODUCT LIABILITY) OR OTHERWISE), EXCEED THE PRICE PAID TO VERSA FOR LICENSED RIGHTS TO THE SOFTWARE, FOR THE SUBSCRIPTION OR FOR THE CONTRACT FOR SUPPORT SERVICES, WHICHEVER GAVE RISE TO THE CLAIM.

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

**13. Compliance with Laws; Export Requirements.** You shall comply with all applicable laws and regulations in connection with use of the Software and any Support Services. You acknowledge and agree that the Software as well as related technical data and assistance that may be furnished in the course of the Support Services may contain encryption or encryption technology and are all subject to legal and regulatory controls and restrictions on export and re-export, including those of the U.S. Department of Commerce. You warrant and represent that the Software was not furnished to You as a result of an export or re-export or import in violation of US or other applicable laws or regulations, that You are not on any Denied Persons list or other list published by the US Government of parties to whom exports or re-exports of products subject to export controls are forbidden, that no Software is located in or controlled from a site in a Group E country (Cuba, Iran, North Korea, Syria or Sudan), and that You are not using any Software or technology furnished hereunder or in connection with any Support Services to further activities in support of development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. You further covenant that You will immediately notify Versa if at any time those warranties and representation become no longer accurate. Regardless of any disclosure You might make to Versa of an ultimate destination of the Software, You shall not export, either directly or indirectly, any Software without first obtaining any and all necessary approvals from the U.S. Department of Commerce or any other agency or department of the United States Government is required. You understand and agree that Versa may without liability or breach impose certain restrictions and conditions on Support Services in order to protect against violation of export control laws.

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

**15. Third Party Software.** Any licensor of Versa Software services whose software is embedded in the Software shall be a third party beneficiary with respect to this Agreement, and that licensor shall have the

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

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

**17. Force Majeure.** Except for Your duty to make payment for Software or Services, and except for Your unauthorized installation or use of Software, neither party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises ("Force Majeure"), provided that the party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance. Either party shall be entitled to terminate this Agreement if the Force Majeure event continues for a period of one month.

**18. Applicability of This Agreement.**

a. Separate Signed Agreements. If You and an authorized representative of Versa have signed a valid separate written agreement governing Your use of any or all Software licensed from Versa, then with respect to that Software that signed agreement will take precedence over any inconsistent terms of this Agreement.

b. Transition Rules. If You licensed any Software from Versa under a different End User License Agreement or a separate signed agreement, then this Agreement shall apply to that Software if and when, following posting of this Agreement at To be updated, You either purchase additional Subscription Metric units for the Software, renew the subscription at the end of the Subscription Term, or purchase new Service Grants.

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

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

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

## **21. Notification.**

a) General: Except as otherwise provided elsewhere in this Agreement, any report or notice under this Agreement shall be given in writing, Versa by email or by mail or courier to 2550 Great America Way , Suite 350, Santa Clara, CA 95054 USA attn.: EULA Notices provided that the notice identifies You by name, address and email address; or, if to You, by email to Your contact email address (or by mail addressed to Your street address that is associated with Your user account for access to Versa Customer Support at <http://www.versanetworks.com/support>. If You have no such user account, then notification shall be deemed given to You by emailing or sending by mail or courier notice to any office or contact email address for the Authorized Source from which You acquired Your subscription.

b) HIPAA: Should Versa enter into a Business Associate Agreement (“BAA”) while providing the subscription service, Versa will comply with The HIPAA Breach Notification Rule, 45 CFR §§ 164.400414, requiring HIPAA covered entities and their business associates to provide notification following a breach of unsecured protected health information. Specifically, Versa will assist you in providing notice to next of kin regarding a breach of personal data involving your employees who have used the subscription service and are now deceased.

**22. Waiver.** The failure of Versa or Versa Authorized Partner to require Your performance of any provision of this Agreement shall not affect Versa’s full right to require such performance at any time thereafter; nor shall its waiver of a breach of any provision hereof be taken to be a waiver of the provision itself.

**23. Translations.** Translations of this Agreement may appear at <http://www.versanetworks.com/support/docs/eula.html>. To the extent of any inconsistency between the English version of this Agreement and any non-English version the English version shall govern.

### **24. Versa Networks position in China:**

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

**25. Definitions.** The following definition apply to capitalized terms used this Agreement:

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

O “Region” refers to a particular Point of Presence where Versa offers VSPA, VSIA and/or VSAF services.