

EFT ARCUS TERMS AND CONDITIONS

In consideration for the payment of fees set forth in the Quotation that references and incorporates these EFT Arcus Terms and Conditions (collectively, the "Agreement"), and subject to the terms and conditions of this Agreement, the parties agree as follows:

1. Definitions.

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

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

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

"Affiliates" 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.

"Authorized User" means Your employee or agent for whom You have set up a user account.

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

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

"Documentation" means any electronic or printed media, materials, or documentation provided with EFT.

"EFT" means the object code version of computer program known as Enhanced File Transfer Server (including Standard and Enterprise editions), and related Documentation, owned, developed or licensed by Globalscape as specified in the Quotation, and delivered or made available to You by Globalscape under this Agreement, including the Server Program, the Administrator Interface, the Add-On Modules purchased by You, and any related updates, upgrades, supplemental code or components provided or made available to You by Globalscape with or in connection with EFT.

"EFT Arcus" means EFT provided and made available to You as software-as-a-service that is deployed by Globalscape or an authorized provider on third party infrastructure chosen by Globalscape or its authorized provider.

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

"Evaluation Period" means the period of time set forth in the Quotation during which You may access and use EFT Arcus at no charge solely for testing, demonstration and/or evaluation purposes.

"Globalscape", "we" or "our" means Globalscape, Inc.

"Invoice" means the invoice issued by Globalscape, in the form of a digital or physical sales receipt or similar document, which states the Subscription and/or services purchased by You under this Agreement and the applicable fees.

“M&S Plan” means the maintenance and support agreement or plan, if purchased by You or to which you are otherwise entitled, pursuant to which Globalscape is obligated to provide EFT Arcus updates and upgrades and access to support services.

“Quotation” means the ordering document or statement specifying the details of the EFT Arcus Subscription and/or services to be provided by Globalscape and purchased by You, including, without limitation, Add-On Modules, if any, applicable fees, number of Authorized Users, the volume of use or data permitted, the Subscription Term, the applicable M&S Plan, any services to be performed by Globalscape which may be set forth in one or more statements of work, and other terms to which the parties may agree.

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

“Subscription” means a subscription to EFT Arcus provided to You under this Agreement.

“Subscription Term” means the duration of the Subscription term as set forth in the Quotation.

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

2. EFT Arcus.

2.1 Evaluation Right. If You have ordered an EFT Arcus evaluation (“Evaluation”), as set forth in an executed Quotation, then subject to the terms and conditions of this Agreement Globalscape will make available to You on a non-exclusive, limited, revocable, non-transferable and non-sublicenseable basis, and at no charge, access to EFT Arcus solely for Your internal testing, demonstration or evaluation purposes during the Evaluation Period set forth in the Quotation. Your Evaluation Period begins on the day EFT Arcus is made available to You. Upon termination or expiration of the Evaluation Period, Your rights to access and use EFT Arcus will terminate and You must pay the agreed upon fees to continue having a Subscription to EFT Arcus.

2.2 EFT Arcus Subscriptions. If You have ordered an EFT Arcus Subscription, as set forth in an executed Quotation, then subject to the terms and conditions of this Agreement and the applicable third party infrastructure terms at [Microsoft Customer Agreement](#), Globalscape will make available to You on a non-exclusive, revocable, non-transferable and non-sublicenseable basis access to EFT Arcus: (i) during the relevant Subscription Term specified in the Quotation, (ii) internally for Your own internal purposes and not for resale or license to third parties, (iii) by the number of Authorized Users specified in the Quotation, and (iv) in accordance with the additional rights and limitations set forth in the Quotation. Other rights, terms and restrictions specified in the Quotation are incorporated by reference into this Section 2.2. The Subscription Term automatically renews for successive twelve (12) month periods unless Customer provides written notice of its election to not renew at least sixty (60) days in advance of the renewal date. Within the sixty (60) day period prior to the expiration of the current Subscription Term, Globalscape shall send Customer an Invoice for the next Subscription Period

2.3 Server Program. You may run the Server Program on only the number of Authorized Users for which You have purchased a Server License, as set forth on Your Quotation, and for the Subscription Term set forth on Your Quotation or if a volume based Subscription to EFT Arcus You agree to pay the fees determined based on the volume of transactions or amount of data which You utilize or transmit. You agree You are subject to the terms of this Agreement, even if installation occurs in an automated fashion (for example, by leveraging auto-scaling logic or using launch templates). For EFT Arcus Subscriptions, Globalscape will install the Server Program and a pre-determined set of Add-On Modules for You on the number of computers or Instances indicated in the Quotation, and grant You one or more forms of administering the server, whether via the Administrator Interface or an alternate method for performing administration, as specified in the Quotation.

2.4 Authorization of Activity. You represent and warrant to Globalscape on a continuing basis that You and Your personnel are duly authorized to submit the data You transmit using EFT Arcus, that Your personnel and the recipients of any file availability notice are duly authorized to access the data requested or retrieved by You or Your personnel

in connection with the use of EFT Arcus, and that Globalscape is duly authorized to receive, process, and transmit the data as contemplated in this Agreement.

2.5 Documentation. You may use the Documentation solely in connection with Your Subscription to EFT Arcus.

2.6 Customer Affiliates. Customer may allow its Affiliates to use the EFT Software licensed and services made available to Customer hereunder for the benefit of Customer and its Affiliates, provided that Customer will be responsible for the acts and omissions of its Affiliates as if such acts and omissions were those of Customer.

3. Transfer.

You may use Your EFT Arcus Subscription solely for Your internal business process as contemplated by this Agreement and shall not license, sub-license, sell, re-sell, rent, lease, lend, transfer, assign, distribute, time share or otherwise commercially exploit or make EFT Arcus or the Documentation available to any third party, other than as contemplated by this Agreement, without the prior written consent of Globalscape. You shall not sell, sell access to, or sell use of EFT Arcus or the Documentation or utilize EFT Arcus as the basis for any software as a service or application service provider solution that You offer for sale or license to third parties. You shall not use EFT Arcus or the Documentation in connection with the provision of a service to any third party that includes file transfer or any other service that is a substitute for some or all EFT Arcus' functions without the prior written consent of Globalscape. You may not transfer a Subscription to EFT Arcus without the prior written consent of Globalscape. Any EFT Arcus access and rights granted solely for an Evaluation may not be sold or transferred to another person or entity in any manner. Transfer or attempted transfer in violation of this Agreement, in whole or in part, will be void ab initio and deemed a breach of this Agreement.

4. Fees.

4.1 Customer will pay to Globalscape the fees specified in the Quotation, the exhibits/appendices and mutually executed Statement(s) of Work ("SOW") attached or incorporated herein by reference, and on the Invoice issued by Globalscape to Customer. Customer will also reimburse Globalscape for any expenses as specified in the Quotation, the exhibits/appendices, SOWs or otherwise authorized by Customer in writing (including via email). Your payments shall be due and payable as set forth in Your Invoice. Thereafter, unless otherwise set forth in the Invoice, full payment is due within thirty (30) days from the date You receive a statement of any amounts due for renewals of EFT Arcus Subscriptions, Your M&S Plan or any other services renewals. Statements of payments due shall be transmitted on the date of issuance via electronic or postal mail to the primary or billing contact listed on Your account. If Customer does not pay the fees when due, then Globalscape may, without limiting Globalscape's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement so that all such obligations become immediately due and payable, and suspend any EFT Arcus Subscriptions and services to Customer until such amounts are paid in full. All payments are non-refundable and all fees are non-cancellable. Globalscape shall have the right to suspend or terminate Customer's right to the EFT Arcus Subscriptions. Amounts not paid when due shall bear interest at 1.5% per month, or the highest non-usurious rate permitted under applicable law, whichever is less. If Globalscape is required to take legal action to collect any overdue amount, You shall also pay Globalscape's reasonable costs of collection, including reasonable attorneys' fees.

4.2 Unless otherwise specified in the Quotation, all money amounts set forth herein are expressed in, and all payments to be made hereunder shall be made in, United States dollars. The amounts to be paid to Globalscape hereunder shall be paid as set forth herein, and are exclusive of and will be paid without deduction for any taxes, duties or payments of any kind to any third party including without limitation, sales, service, use or value added taxes. In the event that Globalscape is required to pay any amount of tax or duty, or make any payment to any third party in connection herewith, except for taxes based on Globalscape's income, Customer shall promptly pay to Globalscape such amount. If Customer is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Globalscape, then the sum payable to Globalscape will be increased by the amount necessary so that Globalscape receives an amount equal to the sum it would have received had Customer made no withholdings or deductions.

5. Maintenance and Support.

Globalscape's Professional Arcus Support Levels are included in the fees applicable to Basic EFT Arcus Subscriptions, and includes the provision, during Your Subscription Term, of updates, upgrades, and helpdesk support services. For Custom and Premium EFT Arcus Subscriptions only, Globalscape's Premier Arcus Support Levels are available for purchase by You at Globalscape's then-current terms, conditions, and fees.

Globalscape shall provide updates, upgrades and helpdesk support services as further described in the Globalscape Maintenance and Support Guide for Your applicable Support Tier at <https://www.globalscape.com/support-packages> ("Support"), as the same may be updated from time to time by Globalscape in its discretion, however such updates will not result in a material reduction of Your Support. We will provide updates and upgrades to You concurrently with release to other customers or as deployed by Globalscape for EFT Arcus. The term of Premier Arcus Support Levels may vary and is specified on Your Invoice. Globalscape will work to reach out to You upon expiration of Your then-current Premier Arcus Support Levels, however You may contact Globalscape at any time if You would like to extend the term of Your Premier Arcus Support Levels. The terms for renewals of existing Premier Arcus Support Levels will be as set forth in the Invoice for such renewal issued by Globalscape. Globalscape's Arcus Service Level, as defined in Appendix 1 to Exhibit A of this Agreement, is included in the fees applicable to Your Arcus Subscriptions.

6. Term.

This Agreement shall be effective as of the Agreement Effective Date and shall continue in effect thereafter for the Subscription Term specified in the Quotation unless earlier terminated in accordance with this Agreement.

7. Confidentiality.

7.1. Confidential Information. "Confidential Information" means (i) all information disclosed in tangible form by one party ("Disclosing Party") to the other party ("Receiving Party") which is marked "confidential" or "proprietary" or similar designation; (ii) all oral and intangible information disclosed by Customer which is identified at the time of disclosure as "confidential" or "proprietary" or similar designation; (iii) any information which a reasonable person under the circumstances would believe the Disclosing Party intended to be treated as Confidential Information; (iv) the terms of this Agreement; and (v) the source code of EFT, and any technical information, know-how and/or inventions disclosed by Globalscape in relation to this Agreement and the rights and licenses granted hereunder. Globalscape's Confidential Information may include, but is not limited to information regarding Globalscape's systems, networks, and business and technical requirements that may be disclosed in connection with EFT, EFT Arcus, the Documentation, M&S Plans, any services, or this Agreement. Confidential Information does not include any information that: (a) is rightfully in the possession of the Receiving Party without an obligation of confidentiality at the time of disclosure as demonstrated by its written records; (b) before or after it has been disclosed to the Receiving Party, enters the public domain through no wrongful act of the Receiving Party; (c) is disclosed to the Receiving Party by a third party not in violation of any obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to Confidential Information of the Disclosing Party.

7.2. Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than performing its obligations or exercising its rights under this Agreement and will disclose the Confidential Information of the Disclosing Party only to Receiving Party's employees and agents ("Representatives") on a "need to know" basis, provided such Representatives must have agreed, either as a condition of employment, representation or in a written agreement in order to obtain the Confidential Information, to be bound by terms and conditions no less protective of Disclosing Party than the terms of this Section 7. The Receiving Party shall be liable for any of its Representatives' failure to comply with such obligation. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature provided such the Receiving Party shall act with no less than reasonable care. Notwithstanding the foregoing, Confidential Information may be disclosed as required by law or by order of a court of competent jurisdiction. In such event and if reasonably possible under the circumstances of disclosure, the Receiving Party will provide the Disclosing Party with prompt prior written notice of such obligation in order to permit the Disclosing Party an opportunity to take legal action to prevent

or limit the scope of such disclosure.

7.3 **Return of Confidential Information.** Promptly following the expiration or termination of this Agreement, or earlier upon the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information. Notwithstanding the foregoing, the Receiving Party shall be permitted to retain any incidental copies of the Confidential Information which are retained pursuant to the Receiving Party's standard redundancy, back-up, disaster recovery or similar processes which will instead be destroyed in accordance with the Receiving Party's standard retention policies. Any such Confidential Information retained shall remain subject to the continuing confidentiality and non-use requirements contained herein.

8. Information Collection and Privacy.

Globalscape may associate data provided by You with the EFT Arcus instance. In addition, Globalscape will use any non-proprietary information You provide as part of obtaining support services for Globalscape's business purposes, including but not limited to product support and development. Globalscape's policies related to this information are further provided in the Privacy Policy available at <https://www.globalscape.com/company/privacy-policy>.

9. Restrictions.

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

9.2 You may not use EFT or EFT Arcus to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including without limitation: (i) unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (ii) monitoring data or traffic on any network or system without the express authorization of the owner of the system or network; (iii) interference with the provision of EFT Arcus to any other user or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; (iv) using an Internet account or computer without the owner's authorization; (v) using any false, misleading, or deceptive TCP-IP packet header information in an email; (vi) using EFT Arcus to distribute software that covertly gathers information about a user or covertly transmits information about the user; (vii) any conduct that is likely to result in retaliation against Globalscape or its host, or their respective employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS); or (viii) the transmittal or storage of any content or links to any content that Globalscape reasonably believes: (a) constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts; (b) is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech; (c) is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes; (d) is defamatory or violates a person's privacy; (e) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (f) improperly exposes trade secrets or other confidential or proprietary information of another person; (g) is intended to assist others in defeating

technical copyright protections; (h) infringes on another person's copyright, trade or service mark, patent, or other property right; (i) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (j) is otherwise illegal or solicits conduct that is illegal under laws applicable to Customer, Globalscape or its host; (k) the upload, download, publishing, distribution, or otherwise copying or use in any manner of any text, music, software, art, image, or other work protected by copyright law unless sender has been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or sender is otherwise permitted by established copyright law to copy the work in that manner; or (l) is otherwise malicious, fraudulent, or may result in retaliation against Globalscape or its host by offended viewers or recipients, or is intended to harass or threaten.

10. Security.

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

11. Audit.

You agree that on Globalscape's request You will certify in writing Your compliance with the terms of this Agreement. Globalscape reserves the right to invoice and collect applicable fees at Globalscape's standard, undiscounted rates for any unlicensed use in addition to other remedies available under law or in equity or pursuant to this Agreement. You further agree that Globalscape may during normal business hours and with reasonable prior notice, request and gain access to Your premises for the limited purpose of conducting an inspection to determine and verify Your compliance with this Agreement. The inspection will be conducted no more than once per year and in a manner not intended to disrupt Your business and will be restricted in scope and duration to that reasonably necessary to achieve its purpose. This Section will survive for two (2) years after expiration or termination of the Agreement.

12. Termination.

This Agreement terminates if You fail to comply with its terms and conditions or upon expiration of Your EFT Arcus Subscription. If this Agreement terminates, You must uninstall and destroy or discontinue access to EFT and the Documentation and certify to Globalscape that You have complied with this obligation. The termination of this Agreement does not limit Globalscape's other rights it may have by law. The provisions in Sections 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall survive the termination of this Agreement.

13. Intellectual Property.

You acknowledge that You have only the limited, non-exclusive right to access and use EFT Arcus and the Documentation as expressly stated in this Agreement and that Globalscape retains all right, title and interest in the intellectual property rights and technology in EFT, EFT Arcus and the Documentation and all other rights not expressly granted. The rights granted hereunder are not a sale of EFT, EFT Arcus and/or the Documentation or any copy of EFT, EFT Arcus, the Documentation or any part thereof. You agree not to remove or modify any copyright, trademark, patent, or other proprietary notices that appear, on, in or with EFT, EFT Arcus and/or the Documentation. EFT, EFT Arcus and the Documentation and all derivatives thereof are protected by United States copyright, patent and trademark law, and rights granted by international treaties related to intellectual property rights. All rights reserved.

14. Export Restrictions.

EFT AND EFT ARCUS CONTAIN ENCRYPTION TECHNOLOGY THAT IS CONTROLLED FOR EXPORT BY THE U.S. GOVERNMENT. You agree to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that EFT, EFT Arcus and the Documentation is not (i) exported, directly or indirectly (including as a

result of providing access to the EFT, EFT Arcus and/or the Documentation to a national or resident of an embargoed or restricted country), in violation of Export Laws, or the applicable laws of any other jurisdiction or (ii) provided to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders or Entity List. Among other things, the Export Laws provide that EFT, EFT Arcus and the Documentation may not be exported or re-exported to certain countries that are embargoed or restricted, or to certain restricted persons as described in more detail at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. Embargoed and restricted countries are subject to change and include, but are not limited to, Cuba, Iran, Libya, North Korea, Russia, Somalia, Sudan, Syria, and Yemen. In addition to other restrictions described in this Section, You may not use EFT, EFT Arcus and/or the Documentation, or export EFT, EFT Arcus and/or the Documentation to any destination where You know or have reason to know that EFT, EFT Arcus and/or the Documentation may be used, in connection with the proliferation of nuclear, chemical or biological weapons or missiles. You shall indemnify and hold Globalscape harmless in connection with any breach of this Section.

15. No Warranties.

15.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EFT, EFT ARCUS, DOCUMENTATION, ANY SUBSCRIPTIONS TO EFT ARCUS, ANY MAINTENANCE AND SUPPORT SERVICES, AND ANY OTHER SERVICES PROVIDED HEREUNDER (COLLECTIVELY REFERRED TO IN THIS SECTION 15 AND IN SECTION 16 BELOW AS "EFT ARCUS AND/OR SERVICES") ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, PERFORMANCE AND NONINFRINGEMENT. IF APPLICABLE LAW REQUIRES A WARRANTY, THE REQUIRED WARRANTY IS LIMITED TO NINETY (90) DAYS FROM WHEN ACCESS TO EFT ARCUS AND/OR SERVICES IS FIRST MADE AVAILABLE TO YOU. COMPUTER PROGRAMS ARE INHERENTLY COMPLEX, AND EFT ARCUS AND/OR SERVICES MAY NOT BE FREE OF ERRORS. EFT ARCUS AND/OR SERVICES ARE PROVIDED WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. GLOBALSCAPE DISCLAIMS ALL LIABILITY FOR ANY ACTION THAT YOU, YOUR DESIGNEE, OR YOUR AGENTS MIGHT TAKE IN CONNECTION WITH, OR IN RELIANCE UPON, THE TRANSMISSION OR RECEIPT OF ANY MESSAGE USING EFT ARCUS AND/OR SERVICES. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

15.2 EFT ARCUS AND/OR SERVICES, INCLUDING ALL OF THE ADD-ON MODULES, ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING WITHOUT LIMITATION, IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT OR OTHER VESSEL NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC OR OTHER VESSEL CONTROL, WEAPONS SYSTEMS, DIRECT LIFE-SUPPORT MACHINES, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF EFT ARCUS AND/OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE (COLLECTIVELY, "HIGH RISK ACTIVITIES"). IN FURTHERANCE OF THE DISCLAIMER OF THE IMPLIED WARRANTY OF FITNESS CONTAINED ABOVE, ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES IS EXPRESSLY DISCLAIMED. YOU MAY NOT USE EFT ARCUS AND/OR SERVICES IN ANY SITUATION WHERE FAILURE OR FAULT COULD LEAD TO DEATH OR SERIOUS BODILY INJURY OF ANY PERSON, OR TO PHYSICAL PROPERTY OR ENVIRONMENTAL DAMAGE. FOR EXAMPLE, YOU MAY NOT USE, OR PERMIT ANY OTHER PERSON TO USE, EFT ARCUS AND/OR SERVICES IN CONNECTION WITH AIRCRAFT OR OTHER MODES OF HUMAN MASS TRANSPORTATION, NUCLEAR OR CHEMICAL FACILITIES, OR CLASS III MEDICAL DEVICES UNDER THE FEDERAL FOOD, DRUG AND COSMETIC ACT.

16. Limitation of Liability.

NEITHER GLOBALSCAPE NOR ITS THIRD PARTY LICENSORS SHALL BE LIABLE TO YOU FOR ANY PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF EFT ARCUS AND/OR SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA, GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, SECURITY BREACHES RESULTING IN DISCLOSURE OF CONFIDENTIAL INFORMATION OR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. UNLESS APPLICABLE LAW PROVIDES OTHERWISE, THE LIABILITY OF GLOBALSCAPE AND ITS THIRD PARTY LICENSORS FOR ANY CLAIM RELATED TO EFT ARCUS AND/OR SERVICES OR

OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY WILL NOT EXCEED THE GREATER OF U.S. \$100.00 OR THE FEES PAID BY YOU UNDER THIS AGREEMENT FOR EFT ARCUS AND/OR SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY AROSE. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.

17. U.S. Government.

If You are acquiring the EFT Arcus Subscriptions and Documentation on behalf of any unit or agency of the United States Government, then the following provisions apply. EFT, EFT Arcus and the Documentation are (i) existing computer software and documentation, and were developed at private expense, (ii) a trade secret of Globalscape and its licensors for all purposes of the Freedom of Information Act, (iii) "commercial computer software" and "commercial computer documentation" subject to limited utilization as expressly stated in this Agreement, (iv) in all respects proprietary data belonging to Globalscape and its licensors, and (v) unpublished and all rights are reserved under the copyright laws of the United States. EFT, EFT Arcus and the Documentation are licensed and provided only with "Restricted Rights" and the use, duplication, reproduction, release, modification, disclosure or transfer of EFT, EFT Arcus and the Documentation is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies. EFT, EFT Arcus and the Documentation are commercial computer software and commercial computer software documentation. The manufacturer/publisher is Globalscape, Inc., 4500 Lockhill-Selma, Suite 150, San Antonio, Texas, 78249-2073, USA.

18. Publicity.

Notwithstanding anything in this Agreement to the contrary, Globalscape may identify You as a customer of Globalscape and Your 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 Your rights in and to Your trademarks, service marks, or copyrighted materials. Any other use made by Globalscape will only occur upon the receipt of prior written approval from You.

19. Indemnification.

19.1 Each party ("Indemnifying Party") will, at its own expense, indemnify, defend and hold harmless the other party and its Affiliates, and its and their officers, directors, employees and agents (collectively the "Indemnified Party") from and against any claims, actions, liabilities, damages, costs or expenses, including reasonable attorneys' fees and costs incurred in defending against or settling third party claims ("Claims") to the extent based on or arising as a result of: (i) the Indemnifying Party's grossly negligent acts or omissions in performance under the Agreement that cause personal injury or property damage; and/or (ii) the Indemnifying Party's violations of applicable law. The party seeking to be indemnified will give prompt written notice to the other party of the Claim against which it seeks to be indemnified and will provide the Indemnifying Party, at the Indemnifying Party's expense, with the assistance reasonably necessary for the defense and settlement of the Claim. The failure by the Indemnified Party to timely furnish to the Indemnifying Party any notice required to be furnished under this Section 19 will not relieve the Indemnifying Party of its obligations under this Section 19, except to the extent such failure materially and adversely prejudices the ability of the Indemnifying Party to defend such matter. The Indemnifying Party will have the right to control and direct the investigation, defense, and settlement of each such Claim. The Indemnified Party may participate in the defense of the Claim by counsel of its own choosing, at its own cost and expense, on a strictly monitoring basis. The Indemnifying Party will not enter into any settlement or resolution of any Claim that would constitute an admission of guilt or liability on the part of the Indemnified Party, without the Indemnified Party's prior written express consent, which will not be unreasonably withheld, delayed, or conditioned. The Indemnifying Party will not be liable for any settlement of a Claim effected without its written consent, which consent will not be unreasonably withheld, delayed, or conditioned.

20. General.

20.1 General. The laws of the State of Texas, excluding its conflicts laws, shall govern this Agreement, the rights and obligations of the parties hereto, the entire relationship between the parties hereto, and all matters arising out of or relating to this Agreement. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and UCITA (the Uniform Computer Information Transactions Act) as it may be enacted in the applicable jurisdiction. Customer agrees that this Agreement shall 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. If either party engages outside counsel to enforce this Agreement, and in any action or proceeding between the parties relating to this Agreement, the enforcing or prevailing party will be entitled to recover its reasonable attorneys' fees. In the case of an action of proceeding and any appeal in connection therewith, such attorneys' fees, as well as the prevailing party's other costs and expenses, will be awarded in addition to any other relief awarded or granted. This Agreement may only be modified by a written document signed by Globalscape and You. 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 shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable when applied to such facts or circumstances, with the objective of achieving as nearly as legally possible the same effect, and the remainder of this Agreement will continue in full force and effect. No waiver of any term or right in this Agreement shall 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 shall not operate as a present or future waiver thereof. The express waiver by either party of any provision, condition or requirement of this Agreement shall 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.")

20.2 Force Majeure. Except with respect to any payment to be made to Globalscape hereunder, neither party shall be liable for any failure, deficiency or delay in the performance of its obligations under this Agreement due to any force majeure, which shall 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 shall be entitled to a reasonable extension of time for the performance of its obligations under this Agreement.

20.3 Independent Contractors. The parties are independent contractors. Nothing contained herein or done pursuant to this Agreement shall 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.

20.4 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.

20.5 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).

20.6 Notices. Notices under this Agreement shall be in writing and delivered by nationally recognized overnight delivery service or by first class certified or registered mail, return receipt requested, postage prepaid to Globalscape at 4500 Lockhill-Selma Road, Suite 150, San Antonio, TX 78249-2073 and to You to the primary or billing contact listed on Your account.

20.7 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.

20.8 Entire Agreement. This Agreement, including the Quotation, and the exhibits/appendices and Statement(s) of Work attached or incorporated herein 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. Any purchase order or similar document received from Customer shall be for billing reference only and, notwithstanding any terms and/or conditions set forth therein, such document shall not take precedence over this Agreement in any manner whatsoever, and none of the terms or conditions of Customer's purchase order or similar document will be applicable. In the case of a conflict between this Agreement and the Quotation and any fees set forth on the Globalscape website, the Quotation shall control.

20.9 Questions.

Should You have any questions concerning this Agreement, or if You desire to contact Globalscape for any reason, please contact Globalscape by mail at: 4500 Lockhill-Selma, Suite 150, San Antonio, Texas, 78249-2073 USA, by telephone at: +1 (210) 308-8267, or by electronic mail to legal@Globalscape.com. Please print a copy of this Agreement for Your records.

Exhibit A – Arcus Service Level Policy

This Service Level Policy, terms and conditions for the production version of the EFT Arcus system to which You have subscribed (“EFT Arcus”) pursuant to the terms set forth in the EFT Arcus Terms and Conditions in their entirety (“Agreement”), a copy of which is available at www.globalscape.com/documentation.

1. Definitions:

“ARM Data” means all data contained within the Auditing and Reporting Module database.

“Available” means the time that EFT Arcus is available during the applicable Qualifying Incident(s) Period (defined below) in its base functionality where Authorized Users may upload files and recipients who receive file availability notices may access files.

“Defect” means a reproducible source code bug which significantly degrades EFT Arcus’ performance or function.

“Excluded Downtime” means that the Minimum Uptime Percentage does not apply to any unavailability, suspension or termination of EFT Arcus due to the following: (i) limitations or inability to use EFT Arcus which are the result of failures or processing delays of services which are not provided by Globalscape, including but not limited to telecommunications and internet service providers; (ii) delays or failures involving hardware, software or power systems not within Globalscape’s possession or control, including Your systems; (iii) limitations or inability to use EFT Arcus which are the result of any actions or inactions by You or any third party; (iv) distributed denial of service attacks, or processing delays in third party services accessed by EFT Arcus; (v) limitations or inability to use EFT Arcus caused by circumstances beyond Globalscape’s reasonable control, including without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, and/or any other cause or causes, whether similar or dissimilar to those herein specified; and/or (vi) arising from Globalscape’s suspension and termination of Your right to use EFT Arcus in accordance with the Agreement or Other Agreement.

“Log Files” means all EFT log files, Your (Client) log files, Event Rule log files, AWE log files, ARM error log files and Windows Event Viewer Application log files.

“Month” or “month” means calendar month.

“Planned Maintenance Downtime” means the time for which EFT Arcus is not Available to You while Globalscape performs maintenance for security and system integrity purposes and provides EFT Arcus upgrades. Globalscape will use reasonable efforts to schedule such maintenance during the Standard Maintenance Window or Your non-core business hours as much as practicable.

“Standard Maintenance Window” means the period of time weekly from 2 p.m. to 5 p.m. Central Standard Time (“CST”) or 11 p.m. CST to 2 a.m. CST each Wednesday, based on Your choice, when EFT Arcus may not be Available due to the performance of Planned Maintenance Downtime. Globalscape will provide notice to You at least seventy-two (72) hours in advance of any such Planned Maintenance Downtime. Globalscape may shorten such Standard Maintenance Window.

“Uptime Percentage” means the proportion of the time, on a 24 hour per day, 7 day per week basis, during any applicable Qualifying Incident(s) Period, excluding the Standard Maintenance Window, other Planned Maintenance Downtime and Excluded Downtime, when the applicable production level services for EFT Arcus are Available. For this purpose, months are deemed to begin at 12:00 am U.S. CST on the first day of the month and end at 11:59pm U.S. CST on the last day of the month.

2. **Service Credit:** If the actual uptime percentage is less than the monthly uptime target of 99.95% in any given month during the term of the service contract, the customer may be eligible to request a “service credit.” You may”. A service credit will represent the right to extend the agreement at no cost to the You for the length of time indicated in Appendix 1. Service credits will be the Your sole remedy in the event Globalscape fails to meet the service level agreement or “SLA” described herein.

- a. **Service Credit Request Procedure.**

In order to receive a service credit, You must submit a claim by creating a support case. To be eligible, the

credit request must be received by HelpSystems within 30 days of the date the incident occurred and should include:

- The words “SLA Credit Request” in the case subject line.
 - The dates and times of each downtime incident the customer is claiming.
 - The impacted Globalscape customer cloud domain.
 - Any screenshots, logs or other documentation the You may have collected that corroborates the claimed outage (it is Your responsibility for redacting any confidential or sensitive information in these logs).
 - If the monthly uptime percentage of such request is confirmed by Globalscape to be less than the uptime target of 99.95%, You will be notified of the service credit determination within the month in which Your request is confirmed by us. Failure to provide the request and other information as required above will disqualify the customer from receiving a service credit.
3. Support by Authorized Reseller: If Your EFT Arcus Subscription was purchased via an Authorized Reseller of Globalscape, You hereby agree that:
- a. The Authorized Reseller assumes responsibility for the issuance of invoices and usage reports and assumes collection of fees due. In such cases, support services pertaining to EFT Arcus under Your Agreement or Other Agreement will still be provided by Globalscape and as such, the guarantees with this SLA exist between You and Globalscape.
 - b. Any Ancillary Services provided either by such Authorized Reseller or any other third party is understood to be at Your discretion and shall exist between You and the applicable service provider. In such case, services should be outlined and defined between You and the applicable third-party service provider.

GLOBALSCAPE MAKES NO WARRANTIES AS IT PERTAINS TO AVAILABILITY AND PERFORMANCE OF EFT ARCUS WHEN SUCH SERVICES ARE PROVIDED BY A THIRD PARTY.

4. Retention of ARM Data and Log Files: Globalscape will retain Customer’s ARM Data and Log Files as follows: (i) Arcus Basic – forty-five (45) days; (ii) Arcus Custom – forty-five (45) days with the option for one-hundred and eighty (180) day extension at an additional fee of \$20.00 to be paid monthly; and (iii) Arcus Premium three-hundred and sixty-five (365) days.
5. Changes to Service Level Agreement. Globalscape may change this SLA, provided that any changes are reasonable and consistent with applicable law and industry norms. Any such changes made during the term of Your subscription to EFT Arcus will become effective upon the first to occur of: (i) renewal of Your EFT Arcus subscription, (ii) Your acceptance of a new/additional Quotation for Your account that incorporates the revised SLA, or (iii) thirty (30) days following Globalscape’s notice to You describing the change. If the change materially and adversely affects You, You may terminate Your subscription to EFT Arcus by giving Globalscape written notice of termination on such grounds no later than thirty (30) days following the date the change became effective for Your account, and Globalscape will not enforce the change with respect to that account for thirty (30) days following the date of Your notice. If You terminate Your Agreement or Other Agreement because the change adversely affects it, Globalscape may decide not to enforce that change with respect to Your account and keep Your Agreement or Other Agreement in place for the remainder of Your subscription term.
6. Relationship to Agreement. This SLA is governed by and incorporates the Agreement and any Other Agreement executed by You and Globalscape.

Appendix 1 – Uptime Percentage Table

Arcus SLA (Monthly Uptime Percentage)	Service Credit
Less than 99.95% but equal to or greater than 99.0%	Five (5) days
Less than 99.0% but equal to or greater than 95.0%	Fifteen (15) days
Less than 95.00%	Thirty (30) days