

ARYAKA NETWORKS, INC.
MASTER SUBSCRIPTION AGREEMENT
(ONLINE)

This Master Subscription Agreement (this “**Agreement**”) is entered into by and between Aryaka Networks, Inc. (“**Aryaka**”), a Delaware corporation with offices at 1850 Gateway Drive, Suite 500, San Mateo, California 94404 USA, and Customer (“**Customer**”). Aryaka and Customer are referred to collectively herein as “**Parties**” and, each individually, as a “**Party**.”

From time to time, Aryaka may modify the terms of this Agreement by posting a new version of the Agreement on the Aryaka website without notice to Customer. Customer’s continued use of the Services after the publication of the amended Agreement shall be deemed as acceptance of the amended Agreement.

In consideration of the agreements contained herein, the Parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, in addition to other defined terms set forth in Order Forms and herein, the following terms have the meanings below:

1.1 “**Affiliate**” of an entity means any other entity, which directly or indirectly controls, is controlled by, or is under common control with such entity. The term “**control**” (and as appropriate for its variations) means the direct or indirect power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2 “**Agreement**” has the meaning set forth in the preamble.

1.3 “**ANAP**” means the Aryaka Network Access Point (ANAP), a device that provides bandwidth optimization, SD-WAN capabilities, and application acceleration over a WAN link that is connected to an Aryaka Network point of presence (“**POP**” or “**Aryaka POP**”).

1.4 “**Applicable Law**” means any local, state, national or foreign law, treaties, or regulations applicable to the respective Party.

1.5 “**Aryaka**” has the meaning set forth in the preamble.

1.6 “**Aryaka Equipment**” means any hardware and equipment provided by Aryaka to Customer which enables Customer to access the Aryaka Network, including the ANAP-1000, ANAP-1500, ANAP-2000, ANAP-2500, and ANAP-3000, and including ANAPs with “High Availability” (“**HA ANAP**”), and an Aryaka router, if provided by Aryaka as part of the access mechanism to the Aryaka Network.

1.7 “**Aryaka Indemnified Parties**” means Aryaka, its Affiliates and their respective directors, officers, employees and agents.

1.8 “**Aryaka Network**” means Aryaka’s geographically distributed network of proprietary servers and software.

1.9 “**Confidential Information**” of a Party (the “**Disclosing Party**”) means all information of the Disclosing Party disclosed to or learned by the other Party (the “**Receiving Party**”) in connection with this Agreement or the transactions contemplated hereby which the Disclosing Party identifies as confidential or which the Receiving Party should reasonably understand to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. Without limiting the foregoing, (i) Confidential Information of Aryaka includes the Services and Aryaka Equipment (in each case, including any software utilized by Aryaka in the provision of the Services and Aryaka Equipment (including source code and object code)), all related and underlying technology, processes and material, Aryaka’s security information, audits and reports, and the terms and conditions of this Agreement and Order Forms; (ii) Confidential Information of Customer includes Customer Data; and (iii) Confidential Information of each Party includes information regarding its business and marketing plans, technology and technical information, product plans and designs, and business processes.

1.10 “**Customer**” has the meaning set forth in the preamble.

1.11 “**Customer Data**” means all electronic data or information submitted by Customer to the Aryaka Network (excluding Aryaka Confidential Information).

1.12 “**Data Protection Addendum**” or “**DPA**” means the Data Protection Addendum, currently available at www.aryaka.com/data-protection-addendum/, which Aryaka may update from time to time without notice, and which is incorporated herein by this reference and made a part of this Agreement.

1.13 “**Disclosing Party**” has the meaning set forth in the definition of “Confidential Information.”

1.14 “**Effective Date**” has the meaning set forth in the Order Form.

1.15 “**EOL**” has the meaning set forth in Section 2.5 (End of Life).

1.16 “**Force Majeure**” means circumstances beyond a Party’s reasonable control, including acts of God, acts of government, flood, fire, earthquakes, pandemics, civil unrest, acts of terror, strikes or other labor problems, or delay in third party services.

1.17 “**Last Mile Circuit**” means the physical link (wired or wireless) that is used to connect Customer’s premise to the closest Aryaka POP. The physical link may be a direct Layer-2 connection or an Internet Circuit. The type of the Last Mile Circuit will be specified in the Order Form.

1.18 “**Malicious Code**” means viruses, worms, time bombs, Trojan Horses, and other harmful or malicious code, files, scripts, agents or programs that are intended to cause harm or disruption.

1.19 “**Order Form**” means an Aryaka ordering document for purchases hereunder, including addenda thereto, that is duly entered into between the Parties from time to time. Each Order Form entered into under this Agreement will become effective as set forth in the Order Form. Each Order Form is subject to and governed by this Agreement, and this Agreement is deemed incorporated in each Order Form by reference.

1.20 “**Party**” and “**Parties**” have the meanings set forth in the preamble.

1.21 “**Receiving Party**” has the meaning set forth in the definition of “Confidential Information.”

1.22 “SD-WAN” means software-defined wide area network.

1.23 “Service Level Agreement” or “SLA” means the service level terms, currently available at <https://www.aryaka.com/aryaka-service-level-agreement>, which Aryaka may update from time to time without notice, and which are incorporated herein by this reference and made a part of this Agreement.

1.24 “Services” means all services provided by Aryaka and any and all Aryaka downloaded materials (including Java Applets, soft-ANAP, and browser/User Interface components), user guides, code, user interface passwords, accessories and other documents, that are ordered by Customer under a fully executed Order Form, including associated offline components as may be further described in an Order Form or in the Services Description and Terms.

1.25 “Services Description and Terms” means the Services-related descriptions and terms, currently available at www.aryaka.com/services-terms/, which Aryaka may update from time to time without notice, and which are incorporated herein by this reference and made a part of this Agreement.

1.26 “Services Term” means the period of time specified in an Order Form for the duration of Customer’s subscription to the applicable Service (including any renewals or extensions thereto pursuant to the Order Form).

1.27 “Taxes” has the meaning set forth in Section 3.3 (Taxes).

1.28 “Term” has the meaning set forth in Section 9.1 (Term of Agreement).

1.29 “Third Party Content” means third party software, technology, services, data, and other content or material that Customer, its Affiliates or Users may have access to or use through, in connection with, or as part of the Services.

1.30 “Users” means individuals who are authorized by Customer to use the Services and who have been supplied user identifications and passwords by Customer (or by Aryaka at Customer’s request). Users may include Customer’s or its Affiliates’ employees, consultants, contractors, and agents or third parties with whom Customer transacts business or that use its corporate wide area network.

2. SERVICES

2.1 Services. Aryaka will make the Services available to Customer pursuant to this Agreement and the relevant Order Form during the Services Term set forth in the applicable Order Form solely for use by Customer and its Users in accordance with this Agreement. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Aryaka regarding future functionality or features.

2.2 Customer Responsibilities. Customer will: (i) ensure that Users comply with this Agreement; (ii) have full responsibility for the accuracy, quality, integrity, and legality of Customer Data and the means by which Customer or its Affiliates acquire Customer Data; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and Aryaka Equipment, and promptly notify Aryaka of any such unauthorized access or use; and (iv) promptly inform Aryaka of any change in Customer’s billing or contact information.

2.3 Use Restrictions. Customer will not (and will not permit any third party to): (i) access or use the Services or Aryaka Equipment except as expressly permitted in this Agreement; (ii) sell, resell, rent, or lease the Services or provide Services through a service bureau or the like; (iii) use the Services to store, transmit, use, or access infringing, libelous, or otherwise unlawful or tortious material, material in violation of third-party privacy rights, or Malicious Code, or otherwise use the Services in violation of Applicable Law; (iv) create derivative works based on the Services, or copy, frame, or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes or for purposes consistent with this Agreement; (v) decompile, disassemble or reverse engineer the Services, attempt to determine any source code, algorithms, methods or techniques used or embodied in the Services, or access the Services in order to build a competitive product or service, or copy any features, functions or graphics of the Services; (vi) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (vii) attempt to gain unauthorized access to the Services or their related systems or networks; (viii) publish or distribute information about Aryaka's benchmarks, prices, or other data collected outside Customer's organization without express prior written permission from Aryaka in each instance; or (ix) connect to or otherwise use the Aryaka Network without also using the Services and the Aryaka Equipment. Customer will be liable for the acts and omissions of all Users relating to this Agreement.

2.4 Third Party Content and Partners. Third Party Content provided or made available in connection with the Services may be subject to third party terms or other additional terms, as referenced in Order Forms or the Services Description and Terms. Aryaka may provide Services in certain non-U.S. jurisdictions through local country partners licensed to provide services in those jurisdictions and, in such cases, additional terms may apply, as referenced in Order Forms or the Services Description and Terms. Customer understands that in certain non-U.S. jurisdictions such as China, applicable laws and regulations are subject to rapid change and that the Services may need to be modified or restricted from time to time in future as a result of changes in laws, as a result of changes in interpretation of or enforcement practices in relation to existing law, or as otherwise required by local government authorities. Customer understands that such modifications and restrictions may involve or result in, without limitation, (i) discontinuation of certain Services or use of certain software or hardware utilized to provide Services; (ii) blocking or removal of Customer's domain, information or content; and (iii) provision of certain information to local government authorities.

2.5 End of Life. Aryaka may, in its discretion, elect to discontinue production, distribution, and support of elements or versions of the Services, and thereby designate such elements or versions as end of life ("EOL"). If Aryaka elects to announce EOL for any elements or versions, Aryaka will provide no less than ninety (90) days prior written notice, which may be by direct notice or posting on Aryaka's website. During such notice period, Customer may continue using the applicable EOL Services, subject to the terms of this Agreement. Aryaka (either directly or through a third party contractor selected by Aryaka) will continue providing support for the last commercially available version of such EOL Services in accordance with Aryaka's applicable support terms for a period of one (1) year from the announced EOL date or upon termination of the related Order Form (whichever is earlier), provided that Customer will continue to pay subscription, license and support fees for such Services during such period. Aryaka does not make commitments regarding EOL notice, support or use with respect to Third Party Content.

3. FEES AND PAYMENT

3.1 Fees. Customer will pay Aryaka the fees specified in the Order Forms. The fees will be paid in accordance with the payment terms in the applicable Order Form or, if payment terms are not provided, within thirty (30) days of the invoice date. Except as otherwise specified in the applicable Order Form, (i) fees

are quoted and to be paid in United States dollars; and (ii) fees are based on Services purchased under the Order Forms. Except as expressly set forth in the body of this Agreement, all payment obligations are non-cancelable and fees are non-refundable.

3.2 Overdue Charges. Aryaka may charge interest on invoiced amounts not received from Customer by the due date at a rate of one and one-half percent (1.5%) per month, calculated daily, or the maximum rate permitted by law, whichever is lower, from the date the payment was due until the unpaid balance is paid in full. Aryaka will not charge interest on invoiced amounts Customer is disputing as billing errors reasonably and in good faith, provided Customer notifies Aryaka of the dispute within ten (10) days after Customer receives the applicable invoice and works diligently with Aryaka to resolve the matter.

3.3 Taxes. Fees under Order forms do not include any taxes, levies, duties, or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with Customer's purchases under this Agreement. If Aryaka has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount will be invoiced to and paid by Customer.

4. PROPRIETARY RIGHTS

4.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Aryaka reserves all right, title, and interest in and to the Services and Aryaka Equipment and any and all related and underlying technology and documentation, including all patent, copyright, trademark, trade secret and other intellectual property or proprietary rights. Customer will not take any action to jeopardize, encumber, limit, or interfere in any manner with Aryaka's or its licensors' ownership of and rights with respect to the Services and Aryaka Equipment, or any derivative work or update thereto. As between Customer and Aryaka, Aryaka exclusively owns and retains all right, title, and interest in and to the Services and Aryaka Equipment, and no rights are granted to Customer hereunder other than as expressly set forth herein. For clarity, Aryaka retains the right to the return by Customer of all Aryaka Equipment pursuant to this Agreement. Notwithstanding anything to the contrary, Aryaka may freely use and incorporate into its products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any users of the Services relating to Aryaka's products or services.

4.2 Ownership of Customer Data. As between Customer and Aryaka, Customer exclusively owns all right, title, and interest in and to Customer Data.

5. CONFIDENTIALITY AND DATA PROTECTION

5.1 Disclosure and Use of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of the Receiving Party's employees, contractors and agents who need such access for purposes consistent with the scope of this Agreement and who have entered into confidentiality agreements with the Receiving Party (or are otherwise bound by restrictions with the Receiving Party regarding disclosure and use of such Confidential Information) no less stringent than those set forth herein.

5.2 Protection of Customer Data. In the case of Customer Data, Aryaka will maintain reasonable administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data in or on the Aryaka Network, all subject to and as set forth in the Data Protection Addendum. The Parties agree to provide the information as required by the applicable data privacy laws as set forth in the Data Protection Addendum.

5.3 Compelled Disclosure. A disclosure by the Receiving Party of Confidential Information of the Disclosing Party to the extent required by Applicable Law will not be considered a breach of this Agreement, provided the Receiving Party promptly provides the Disclosing Party with prior written notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.4 Exclusions. Confidential Information will not include and this Section 5 (Confidentiality and Data Protection) will not apply to any information that: (i) is or becomes generally known to the public through no wrongful act or omission of the Receiving Party; (ii) the Receiving Party can demonstrate was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality; (iii) the Receiving Party can demonstrate was independently developed by the Receiving Party without the use of or reference to Confidential Information of the Disclosing Party; or (iv) is lawfully received by the Receiving Party from a third party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality.

6. WARRANTIES AND DISCLAIMERS

6.1 Mutual Warranties. Each Party warrants to the other Party that (i) it is a corporation or other legal entity duly organized, validly existing, and in good standing in the jurisdiction of its formation; and (ii) it has all necessary corporate or similar authority to enter into this Agreement and each Order Form.

6.2 Aryaka Warranties. Aryaka's performance warranties for the Services are as specifically set forth in the Service Level Agreement. Customer's sole and exclusive remedy and Aryaka's entire liability for any breach of such warranties or failure to meet service levels are any applicable service level credits contained in the Service Level Agreement.

6.3 Customer Warranties. Customer represents, warrants, and covenants during the Term that: (i) its use of the Services will comply with Applicable Law; (ii) it will not transmit to Aryaka any Malicious Code; and (iii) Customer Data does not and will not infringe or violate the intellectual property, publicity, privacy or other rights of any third party.

6.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THE BODY OF THIS AGREEMENT, AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, ARYAKA, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND HEREBY DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE SERVICES OR SUBJECT MATTER OF THIS AGREEMENT, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. ARYAKA DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE SERVICES OR ARYAKA EQUIPMENT WILL BE ERROR-FREE, UNINTERRUPTED OR SECURE. ANY THIRD PARTY CONTENT PROVIDED OR MADE AVAILABLE BY OR THROUGH ARYAKA OR ITS AFFILIATES IS PROVIDED "AS-IS" AND "AS AVAILABLE" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. ARYAKA DISCLAIMS ALL

LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT, AND CUSTOMER AGREES THAT ARYAKA IS NOT RESPONSIBLE FOR THIRD PARTY CONTENT.

7. INDEMNIFICATION

7.1 Indemnification by Aryaka. Aryaka will defend Customer against any claim, demand, suit, or proceeding (“**Claim**”) made or brought against Customer by a third party alleging that Customer’s use of the Services as authorized under this Agreement directly infringes valid intellectual property rights in the United States of such third party, and will pay or reimburse Customer for any damages, judgments, losses or expenses, including reasonable attorney’s fees (“**Losses**”) finally awarded against Customer in connection with any such Claim; provided, that Customer (a) promptly gives Aryaka written notice of the Claim; (b) gives Aryaka sole control of the defense and settlement of the Claim (provided that Aryaka may not settle any Claim without Customer’s prior written consent unless the settlement unconditionally releases Customer of all liability); and (c) provides Aryaka with all reasonable assistance in connection with the defense of the Claim, at Aryaka’s expense. Notwithstanding anything to the contrary, Aryaka will have no obligation or liability under this Section to the extent a Claim is attributable to or arises from: (1) use of the Services in any manner not authorized by this Agreement; (2) modification of the Services by any party other than Aryaka or based on Customer’s specifications or requirements; (3) use of the Services in combination with any product, service, process or material not provided by Aryaka; (4) Third Party Content; or (5) Customer Data or any deliverables or components not provided by Aryaka. If Customer’s use of Services is (or in Aryaka’s opinion is likely to be) enjoined, if required by settlement or if Aryaka determines such actions are reasonably necessary to avoid material liability, Aryaka may, in its sole discretion, either: (i) substitute substantially functionally similar products or services; (ii) procure for Customer the right to continue using the impacted Services; or if (i) and (ii) are not commercially reasonable in Aryaka’s determination; (iii) terminate Order Form(s) for impacted Services or this Agreement and refund to Customer the fees paid by Customer for the terminated Services that were prepaid but not used by Customer. This Section sets forth Aryaka’s entire liability and Customer’s sole and exclusive remedy with respect to any Claim or action regarding intellectual property infringement or misappropriation with respect to the Services.

7.2 Indemnification by Customer. Customer will indemnify, defend and hold the Aryaka Indemnified Parties harmless against any Claim or Loss made or brought against or incurred by any Aryaka Indemnified Party(ies) arising out of or related to: (i) any breach by Customer of any provision of this Agreement; (ii) Customer Data; or (iii) Customer’s negligence or willful misconduct; provided, that Aryaka (a) promptly gives Customer written notice of the Claim; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Aryaka’s prior written consent unless the settlement unconditionally releases the applicable Aryaka Indemnified Party(ies) of all liability); and (c) provides Customer with all reasonable assistance in connection with the defense of the Claim, at Customer’s expense.

8. LIMITATIONS OF LIABILITY

8.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS SET FORTH IN THIS SECTION BELOW, IN NO EVENT SHALL EITHER PARTY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE MOST RECENT EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THAT LIMIT.

THIS SECTION SHALL NOT APPLY TO OR LIMIT (I) CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 3 (FEES AND PAYMENT), (II) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), OR (III) CUSTOMER'S LIABILITY FOR BREACHES OF SECTION 2.3 (USE RESTRICTIONS), SECTION 4 (PROPRIETARY RIGHTS) OR SECTION 5 (CONFIDENTIALITY AND DATA PROTECTION).

8.2 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS SET FORTH IN THIS SECTION BELOW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL NOT APPLY TO OR LIMIT (I) CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 3 (FEES AND PAYMENT), (II) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), OR (III) CUSTOMER'S LIABILITY FOR BREACHES OF SECTION 2.3 (USE RESTRICTIONS), SECTION 4 (PROPRIETARY RIGHTS) OR SECTION 5 (CONFIDENTIALITY AND DATA PROTECTION).

9. TERM AND TERMINATION

9.1 Term of Agreement. The term of this Agreement commences on the Effective Date and continues until the stated terms in all Order Forms have expired or all Order Forms (or this Agreement) have been terminated ("**Term**"). If there is no Order Form currently in effect, either Party may terminate this Agreement upon written notice to the other Party. Each Order Form will terminate upon expiration of its applicable term (including any renewal or extension thereof pursuant to the Order Form), unless expressly stated otherwise therein or in this Agreement.

9.2 Termination. Either Party may terminate this Agreement (i) upon thirty (30) days prior written notice to the other Party of a material breach of this Agreement by the other Party if such breach remains uncured at the expiration of such notice period, or (ii) immediately in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event this Agreement is terminated, all Order Forms are simultaneously terminated.

9.3 Suspension of Service. In addition to any of its other rights or remedies (including any termination rights) set forth in this Agreement, Aryaka reserves the right to suspend provision of Services: (i) if Customer is thirty (30) days or more overdue on a payment (except if the amount is subject to a reasonable, good faith billing dispute pertaining to an invoice and Customer timely notified Aryaka of the dispute and is working diligently with Aryaka to resolve the matter pursuant to Section 3.2 (Overdue Charges)); (ii) if Aryaka deems suspension necessary as a result of Customer's breach of Section 2.3 (Use Restrictions); (iii) if Aryaka reasonably determines suspension is necessary to avoid material harm to Aryaka or its other customers, including if the Services are experiencing attacks or disruptions outside of Aryaka's control; or (iv) as required by Applicable Law or at the request of governmental entities.

9.4 Effect of Termination.

9.4.1. General; Fees. Upon any expiration or termination of an Order Form, Customer will, as of the date of expiration or termination, immediately cease accessing and using the applicable Services, Aryaka Equipment and Confidential Information of Aryaka. Upon termination of this Agreement, Customer will, as of the date of termination, immediately cease accessing and using all Services, Aryaka Equipment and

Confidential Information of Aryaka. Termination for any reason will not relieve Customer of the obligation to pay any fees accrued or due and payable to Aryaka prior to the effective date of termination.

9.4.2. Last Mile Circuit. If Customer terminates the Last Mile Circuit before the end of the initial term, as set forth in an Order Form, or any renewal period, in addition to all early termination fees to be remitted to Aryaka, Customer will pay to Aryaka one hundred percent (100%) of the costs and expenses Aryaka incurs with the third party service providers for early termination of the Last Mile Circuit.

9.4.3. Return of Aryaka Equipment. Customer will return all Aryaka Equipment to Aryaka within sixty (60) days after expiration or earlier termination of the applicable Order Form (or this Agreement) pursuant to pre-paid shipping instructions to be provided by Aryaka. If Customer does not return all items of Aryaka Equipment within such timeframe, Customer will be charged and pay \$1,000 per item of Aryaka Equipment not so returned to Aryaka.

9.4.4. Surviving Provisions. The following Sections will survive termination or expiration of this Agreement: Section 2.3 (Use Restrictions), Section 3 (Fees and Payment), Section 4 (Proprietary Rights), Section 5 (Confidentiality and Data Protection), Section 6.4 (Disclaimer), Section 7 (Indemnification), Section 8 (Limitation of Liability), Section 9.4 (Effect of Termination), and Section 10 (General Provisions).

10. GENERAL PROVISIONS

10.1 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Without limiting Section 7 (Indemnification), there are no third party beneficiaries of this Agreement.

10.2 Marketing. Aryaka may use and display Customer's name, logo, trademarks, and service marks on Aryaka's website and in Aryaka's marketing materials in connection with identifying Customer as a customer of Aryaka. Customer agrees to participate in a joint press release with Aryaka within six (6) months of the Effective Date to announce Customer's use of the Services, subject to the prior written approval of both Parties to the content and distribution of such release.

10.3 Notices. All notices under this Agreement must be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) date of delivery of certified first class mailing with return receipt requested; or (iii) written verification of receipt by established overnight courier. Notices will be addressed to each Party at its address in the preamble of this Agreement and/or the Order Form, with "**Attention To Legal Department**" of the applicable Party. Each Party may modify its recipient of notices by providing notice pursuant to this Section. All communications and notices to be made or given pursuant to this Agreement will be in the English language.

10.4 Force Majeure. Except for payment obligations under this Agreement, neither Party will be liable to the other for failure or delay in performing its obligations under this Agreement to the extent such failure or delay is due to Force Majeure.

10.5 Assignment. Neither Party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Order Forms), without consent of the other Party, in connection with a merger, acquisition, corporate

reorganization, or sale of all or substantially all of its assets; provided that, any assignment by Customer to an entity that is a competitor (or that has one or more Affiliates that are competitors) of Aryaka or that offers (or whose Affiliates offer) products or services that compete with products or services of Aryaka or its Affiliates will be subject to the prior written consent of Aryaka. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this Section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

10.6 Governing Law. This Agreement will be governed by and construed in accordance with California law without regard to conflicts of law principles, and the Parties agree to submit to the exclusive jurisdiction and venue of the applicable state courts in San Mateo County, California, or federal courts of the Northern District of California. **The Parties expressly disclaim application of the UN Convention on the International Sale of Goods.** Aryaka will be entitled to prompt reimbursement by Customer of all costs and expenses Aryaka incurs, including its reasonable attorneys' fees, in the event of any investigation, action, or threat thereof, relating to a breach or alleged breach by Customer of this Agreement. EACH PARTY HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

10.7 Export Compliance. Each Party will comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each Party warrants that it is not named on any U.S. government list of persons or entities prohibited from receiving exports; and (ii) Customer will not permit Users to access or use Services in violation of any U.S. export embargo, prohibition, or restriction.

10.8 Anti-Bribery Laws. Each Party (including its officers, directors, employees, agents and any person under its control) will comply with, and will require its contractors, subcontractors and any contingent workers to comply with, any and all applicable anti-corruption laws and regulations, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. It is the intent of the Parties that no payments, offers or transfers of value will be made or received which have the purpose or effect of public or commercial bribery, acceptance or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business or directing business to any person or entity. In addition, each Party warrants to the other that none of its officers, directors, employees, agents, or representatives is an official or employee of the government of a territory or of any department or instrumentality of such government, nor is any of them an officer of a political party or candidate for political office who will share, directly or indirectly, any part of the sums due hereunder.

10.9 Order of Precedence. In the event of a conflict between the provisions of the Data Protection Addendum and any other provision of this Agreement, the Data Protection Addendum will control. In the event of a conflict between provisions in the body of this Agreement and provisions of the Services Description and Terms, the provisions in the body of this Agreement will control. In the event of a conflict between provisions of this Agreement and provisions of any Order Form, the provisions of the Order Form will control with respect thereto. Notwithstanding the foregoing, Order Forms may not amend and will not supersede provisions of this Agreement related to proprietary rights, tax, confidentiality, data security or privacy, representations, warranties, indemnification, limitations of liability, governing law, or order of precedence.

10.10 Interpretations. For purposes of interpreting this Agreement: (i) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (ii) unless otherwise specifically

stated, the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to the Agreement as a whole and not to any particular Section or paragraph; (iii) the words “include(s)” and “including” will not be construed as terms of limitation, and will therefore mean “including but not limited to” and “including without limitation”; (iv) references to “Section” or “Sections” are, unless otherwise noted, references to the enumerated section(s) of the Agreement; (v) references to any law (or any item included in the term “Applicable Law” as defined herein) will include such law in changed or supplemented form, or to any newly adopted law replacing such law, as applicable; (vi) references to “day,” “month,” and “year” will mean, respectively, calendar day, calendar month, and calendar year; and (vii) Section headings are for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

10.11 Miscellaneous. This Agreement (together with all Order Forms) constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right or any other right. Except as otherwise set forth in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by duly authorized representatives of the Parties; provided that Aryaka may unilaterally, from time to time, modify the DPA, SLA and Services Description and Terms, and the availability of Third Party Content. If the application of any provision of this Agreement to any particular facts or circumstances is held to be invalid or unenforceable by a court of competent jurisdiction, then (i) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement will not in any way be affected or impaired thereby; and (ii) such provision will be enforced to the maximum extent possible so as to effect the intent of the Parties and reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable. Notwithstanding anything to the contrary therein, no terms or conditions stated in any Customer purchase order or in any other Customer order documentation will be of force or effect, nor will any terms or conditions stated therein be deemed to amend or supplement this Agreement or any Order Form, and all such terms or conditions will be null and void. This Agreement may be executed in counterparts, which taken together will form one binding legal instrument. The Parties consent to the use of electronic signatures and delivery in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement will be legally binding with the same force and effect as manually executed signatures.

END OF AGREEMENT