

Quote Number: «Quote.Number»
Start Date: «Quote.StartDate»
Initial Term: «Quote.InitialTerm»

 **Order Details**

| Customer Details | | Terms | |
|--|---|-----------------|---|
| «SAccount.Name» | | «SAccount.Name» | |
| «SoldToContact.Street» | | Account Manager | «SOpportunity.Owner.Email» |
| «SoldToContact.City» | | Payment Terms: | «Quote.PaymentTerm» |
| «SoldToContact.State» «SoldToContact.PostalCode» | | Currency | «Quote.Currency» |
| «SoldToContact.Country» | | Notes | «Quote.Terms» |
| Bill To: | | Sold To: | |
| Name: | «BillToContact.FirstName»«BillToContact.LastName» | Name: | «SoldToContact.FirstName» «SoldToContact.LastName» |
| Email: | «BillToContact.Email» | Email: | «SoldToContact.Email» |

 **Quote Details**

| Product Name | Quantity | List Price | Discount | Effective Price | Total |
|---|--------------------------------|---------------------------------|--------------------------------|--------------------------------------|--|
| «TableStart: QuoteRatePlanCharges »«QuoteRatePlanCharge.ProductName»: «QuoteRatePlanCharge .QuoteRatePlan.Name» | «QuoteRatePlanCharge.Quantity» | «QuoteRatePlanCharge.ListPrice» | «QuoteRatePlanCharge.Discount» | «QuoteRatePlanCharge.EffectivePrice» | «QuoteRatePlanCharge.Total»«TableEnd: QuoteRatePlanCharges» |

Annual Contract: «SOpportunity.Amount» **Subtotal:** «Quote.Previewed_SubTotal»
Tax: «Quote.Previewed_Tax»
Total: «Quote.Previewed_Total»

[Continues on the next page]

This Order Form is part of the Virtru Subscription Agreement (this “**Agreement**”), which is entered into as of the State Date set forth above (the “**Effective Date**”) between Virtru Corporation, a Delaware corporation (“**Virtru**”), and the customer identified above (“**Customer**”). This Agreement consists of this Order Form, Schedule A, Schedule B, and any other schedules, exhibits or appendices incorporated therein.

By executing this Order Form or a comparable Order under GSA Schedule Contracts, each party represents and warrants that the signatory below is authorized to bind such party to the terms of this Agreement.

| | |
|---|-------------------|
| Virtru Corporation | [Customer] |
| By: | By: |
| Name: Ted Livermore | Name |
| Title: VP of Finance and Operations | Title: |
| Address: 1801 Pennsylvania Ave NW, Suite 500, Washington DC | Address: |

SCHEDULE A
TERMS AND CONDITIONS

1. RIGHTS IN MATERIALS AND THE VIRTRU SERVICES

1.1. Grant of Rights. Subject to the terms and conditions of this Agreement, Virtru grants to Customer a limited, non-exclusive, non-transferable (except as pursuant to Section 10.2), non-sublicensable right and license during the Term and any Transition Term to: (a) install and use the Materials; and (b) access and use the Virtru Services in connection with the Materials, in each case solely for Customer's internal business purposes. Customer must adhere to any usage limitations set out in the Order Form. To the extent the Order Form imposes any seat limitations, each seat may only be used by one Customer User.

1.2. Restrictions. Without Virtru's prior written consent, Customer shall not: (a) create copies of the Materials; (b) decompile, disassemble, scrape or reverse engineer the Materials or Virtru Services or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Materials or used in the Virtru Services; (c) modify, translate, or create any derivatives based upon the Materials or Virtru Services; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the Materials to any third party; (e) engage in any activity that materially interferes with or disrupts the Virtru Services; (f) remove or alter any copyright, trademark, trade name or other proprietary notice, legend, symbol or label appearing on or in copies of the Materials; (g) perform or release the results of benchmark tests or other comparisons of the Materials or Virtru Services with other programs or services; (h) incorporate the Materials or Virtru Services into any other program, product, or service; (i) provide any third party with access to the Virtru Services, other than as expressly permitted herein; (j) use the Materials or Virtru Services for any unlawful or tortious purpose, including to transmit content that is illegal or that infringes or misappropriates any third party's privacy or intellectual property rights; (k) use the Materials or Virtru Services to transmit any viruses, worms, time bombs, Trojan horses or any other harmful or malicious code; or (l) use the Materials or Virtru Services for any purpose where an accurate verification of identity has critical or life-threatening consequences. Virtru may disable any Customer User's account that violates the provisions of this Agreement.

1.3. Customer Users. Customer shall ensure that all Customer Users comply with this Agreement. Customer shall be liable for any Customer User's failure to comply with this Agreement.

1.4. Fees; Payment. Customer shall pay Virtru in accordance with the Order Form. Unless otherwise set forth in the Order Form, the annual subscription fees identified in the Order Form for the Materials and Virtru Services shall be payable at the beginning of each such annual subscription period (each such annual period, a "**Contract Year**"). Unless otherwise provided in an Order Form, Customer shall pay each invoice within thirty (30) days of the receipt date thereof. Virtru shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Notwithstanding the foregoing, if Customer purchases a subscription for the Materials and/or Virtru Services from Virtru's authorized reseller, all payment and invoicing terms applicable to such purchase shall be set forth in the ordering documentation between Customer and the reseller.

1.5. Third-Party Services. Unless otherwise agreed to in writing between the parties, Customer shall be solely responsible for procuring any Third-Party Services and for complying with any terms and conditions governing those services. Neither this Agreement nor the Privacy Policy shall apply with respect to data stored on, manipulated, or transmitted by means of Customer's use of Third-Party Services.

2. SUPPORT; AVAILABILITY

2.1. Support. Virtru will provide support to Customer and Customer Users through Virtru's generally available online ticketing and support system. All of Virtru's support obligations for the Materials and Virtru Services, including obligations to provide modifications, bug fixes, new releases, or other updates (each an "**Update**") for the Materials and Virtru Services, are set forth in this Section 2 or Schedule B or in another written support agreement entered into between Virtru and Customer. In the event that Virtru makes an Update available to Customer, such Update shall be deemed to be part of the Materials or Virtru Services and shall be subject to the terms and conditions of this Agreement. During the Term, Virtru shall make available to provide Customer Updates for the Materials that are made generally available by Virtru to its other customers.

2.2. Availability. Virtru shall make the Virtru Services Available (as defined in Schedule B) in accordance with the terms of Schedule B. Customer's sole and exclusive remedy for Virtru's failure to make the Virtru Services Available in accordance with the terms of Schedule B is set forth in Schedule B.

3. PROPRIETARY RIGHTS

3.1. General. As between Virtru and Customer, Virtru retains all right, title and interest in and to the Materials and Virtru Services, including all Updates thereto.

3.2. Feedback. Customer and Customer Users may provide suggestions, requests, recommendations and other feedback concerning Customer's use of the Materials and Virtru Services or other Virtru products or services (including without limitation any errors or difficulties discovered with respect thereto) (the "**Feedback**"). Customer hereby grants to Virtru a worldwide, royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, license (with rights to sublicense through multiple tiers of sublicensees) to access, use, execute, reproduce, modify, adapt, transmit, distribute, display, perform (publicly or otherwise), prepare derivative works of, and otherwise make, have made, import, sell, offer to sell, and otherwise exploit the Feedback for any purpose. Virtru acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

4. CUSTOMER CONTENT

4.1. Responsibility for Customer Content. Virtru does not monitor Customer Content or the content third parties create or distribute using the Virtru Services, and except in connection with Virtru Hosted Gateway functionality (but only if Customer's subscription to the Virtru Services includes such functionality) Virtru does not decrypt Customer Content that has been encrypted. Virtru has no responsibility to retain any Customer Content. Following expiration or termination of this Agreement, Customer may no longer have access to Customer Content. Customer represents and warrants to Virtru that Customer has sufficient rights in the Customer Content to authorize Virtru to input, process, distribute and display the Customer Content in accordance with this Agreement.

4.2. Customer Content. As between Virtru and Customer, Customer retains all right, title and interest in and to the Customer Content. If Customer's subscription for the Virtru Services includes Virtru Hosted Gateway functionality, Customer hereby grants Virtru a worldwide, non-exclusive, transferable, sublicensable, royalty-free, right and license during the Term and any Transition Term to reproduce, distribute, and create derivatives of the Customer Content solely in order to provide the Virtru Services in connection with the SaaS Gateway offering in accordance with this Agreement.

4.3. License to Virtru Application Data. Customer grants to Virtru a worldwide, non-exclusive, non-transferable (except as permitted in Section 10.2), non-sublicensable (except to Virtru's subcontractors in connection with their performance of obligations to Virtru), royalty-free, perpetual, irrevocable right and license to use, copy, distribute, and create derivatives of the Virtru Application Data solely for the purpose of performing its obligations under this Agreement (e.g., allowing users to continue to have access to encrypted content) and the operation, improvement and maintenance of the Virtru Services.

5. CONFIDENTIAL INFORMATION

5.1. Confidential Information. Each party may obtain certain confidential or proprietary information of the other party in connection with this Agreement ("**Confidential Information**"). Confidential Information includes (a) reserved, (b) trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs (whether in source code or object code form), ideas, algorithms, formulas, schematics, testing procedures, software design and architecture, computer code, documentation, design and functional specifications, product requirements, problem reports, performance information, software documents, hardware, devices, designs, drawings, unpublished patent applications, data, plans, strategies and forecasts, and (c) technical, engineering, manufacturing, product, marketing, servicing, financial, personnel and other information. Virtru's Confidential Information also includes the Materials. As between Customer and Virtru, Virtru's Confidential Information belongs solely to Virtru, and Customer's Confidential Information shall, as between Customer and Virtru, belong solely to Customer.

5.2. Use and Disclosure Restrictions. Each party shall: (a) protect the other party's Confidential Information from unauthorized dissemination and use; (b) use the other party's Confidential Information only for the performance of this Agreement and the exercise of its rights under this Agreement; (c) not disclose any Confidential Information to any of its employees, agents, contractors or any other individuals, except to its employees and contractors who are under confidentiality obligations no less restrictive than the requirements of this Section 5; (d) undertake whatever action is reasonably necessary (or authorize the other party to do so in the name of such party) to prevent or remedy any breach of such party's confidentiality obligations herein set forth; and (e) not remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Confidential Information provided to such party by the other party.

5.3. Exclusions. Except with respect to Personal Information, the foregoing restrictions on disclosure and use shall not apply with respect to any Confidential Information that: (a) is or becomes publicly known through no act or omission of the other party; (b) was rightfully known by the receiving party without confidential or proprietary restriction before receipt from the other party, as evidenced by the receiving party's contemporaneous written records; (c) becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party that does not owe a duty of confidentiality with respect to such Confidential Information; or (d) is independently developed without the use of the Confidential Information as evidenced by the receiving party's written records. In addition, a party may use or disclose Confidential Information to the extent (i) approved in writing by the other party and (ii) a party is legally compelled to disclose such Confidential Information, provided, however, that prior to any such compelled disclosure, such party shall cooperate fully with the other party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. Further, each party may disclose the terms and conditions of this

Agreement: (A) in confidence, to legal counsel; (B) in confidence, to accountants, banks, and financing sources and their advisors; and (C) in connection with the enforcement of this Agreement or any rights hereunder. Virtru recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

5.4.Reserved.

6. LIMITED WARRANTY

6.1. Warranty. Virtru represents and warrants that during the Term the Materials, as provided by Virtru, will be free from materials defects in design, material and workmanship and that the Materials and Virtru Services shall materially conform to and perform in accordance with Virtru's specifications therefor. Customer's sole and exclusive remedy for Virtru's breach of the foregoing warranty is for Virtru to use commercially reasonable efforts to promptly correct such failure.

6.2. Disclaimer. Except as provided in Section 6.1, the Materials and Virtru Services are provided "as is," and Virtru disclaims all warranties and representations, whether express or implied, relating to the Materials and Virtru services, including, without limitation any warranties of design, merchantability, fitness for a particular purpose, or warranties arising from a course of dealing, course of performance, usage or trade practice. For the avoidance of doubt, Virtru makes no warranties or representations and will have no liability or responsibility for any Third-Party Services.

7. LIMITATION OF LIABILITY

To the extent allowed by applicable law and notwithstanding any failure of essential purpose of any limited remedy or limitation of liability and except for liability arising from breach of Sections 5 or 10.9 or a party's performance of its obligations under Section 9 or a party's gross negligence or willful misconduct: (a) in no event shall either party be liable for any damages for loss of profits, loss of business, loss of use or data, inadvertent disclosure of data, or interruption of business, or for any indirect, special, incidental or consequential damages of any kind or other economic loss arising from or relating to this Agreement or the subject hereof, even if such party has been advised of the possibility of such damages, however caused, and (b) notwithstanding anything in this Agreement to the contrary, each party's entire liability arising from or relating to this Agreement or the subject hereof, under any legal theory (whether in contract, tort, indemnity or otherwise), if any, shall not exceed the fees payable during the twelve (12) month period immediately preceding the applicable claim (or for a claim arising before the first anniversary of the Effective Date, the amount paid for the first twelve (12) month period). The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

8. TERM AND TERMINATION

8.1. Term. This Agreement shall commence on the Effective Date and, subject to Section 8.4, shall remain in effect while Customer retains an active Virtru Services subscription under this Agreement unless earlier terminated in accordance with this Agreement (the "**Term**"). Upon expiration of the subscription term, the subscription may be renewed for successive one (1) year terms on the terms set forth in the Order Form, by executing a written Order Form for the renewal term.

8.2. Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Virtru shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

8.3. Effect of Termination. Upon the expiration or termination of this Agreement, the rights granted to Customer hereunder shall terminate, and subject to the Customer's election for Virtru to provide transition services in accordance with Section 8.4, Customer will cease all use of the Materials and the Virtru Services and return to Virtru or destroy the Materials in its possession. The provisions of Sections 1.2, 1.4, 3, 4, 5, 6.2, 7, 8.3, 8.4 (for the Transition Term), 8.5 (for the Transition Term), 9, and 10 shall survive any expiration or termination of this Agreement. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

8.4. Transition Term. Upon Customer's written request at least fifteen (15) days prior to the termination of this Agreement, Customer will continue to have the right to use the Materials and Virtru will continue to provide the Virtru Services during the Transition Term; provided that Customer shall pay fees therefor during such Transition Term at the same rate that Customer was obligated to pay for the Materials and Virtru Services immediately prior to beginning the Transition Term. The terms of this Agreement will continue to apply during the Transition Term. Customer will remain responsible for all fees incurred during the Transition Term. At the end of the Transition Term, Virtru will have no further obligation to provide the Virtru Services, and Customer will cease all use of the Materials and the Virtru Services.

8.5. Transition Assistance. During the Transition Term, Virtru shall use commercially reasonable efforts to assist Customer to migrate Customer Content to Customer or a successor third-party provider. Virtru shall also work with Customer to decrypt one copy of all Customer Content (excluding Virtru Application Data). Upon Customer's request, Virtru shall destroy all keys usable to access any Customer Content and certify such destruction to Customer in writing.

9. INDEMNITY

9.1. Virtru's Indemnity. Virtru shall (a) have the right to intervene to defend Customer against any claim, action, demand, suit, or proceeding ("**Claim**") made or brought against Customer by a third party alleging that Customer's use of the Materials or the Virtru Services as contemplated in this Agreement infringes the intellectual property rights of such third party, and (b) indemnify Customer for any damages finally awarded against Customer in connection with any such Claim. Notwithstanding the foregoing, Virtru shall not be required to defend or indemnify Customer to the extent the alleged infringement arises out of: (i) a modification of the Materials by anyone other than Virtru; (ii) a combination of the Materials or Virtru Services with any materials or technology not provided by Virtru; or (iii) use of the Materials or Virtru Services in a manner inconsistent with this Agreement or any Documentation. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

9.2.Reserved.

9.3. Indemnity Procedure. Each party will notify the other party of any Claim for which such party seeks indemnification or defense under this Agreement (provided that any delay in providing such notice will not relieve the indemnifying party of its indemnification or defense obligations to the extent the indemnifying party is not materially prejudiced thereby) and give the indemnifying party authority, reasonable information, and assistance (at the indemnifying party's expense) for the defense of such claim or action.

10. GENERAL PROVISIONS

10.1. Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address set forth on the Order Form and to the notice of the person executing this Agreement (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 10.1).

10.2. Assignment. This Agreement may not be assigned, in whole or part, whether voluntarily, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, the rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective assignees and successors and are binding on the parties and their successors and assigns. Any attempted assignment other than in accordance with this Section 10.2 shall be null and void.

10.3. Governing Law, Jurisdiction and Venue. This Agreement is to be construed in accordance with and governed by the Federal Laws of the United States.

10.4. Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

10.5. Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) 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 shall not in any way be affected or impaired thereby, and (b) such provision shall 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.

10.6. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is and at all times shall continue to be that of independent contractors.

10.7. Restricted Rights. If Customer is an agency or instrumentality of the United States Government, the Materials and Virtru Services are "commercial computer software" and "commercial computer software documentation," and, pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction, and disclosure of the Materials and Virtru Services are governed by the terms of this Agreement.

10.8. Compliance with Law; Export Control. Customer will comply with all applicable laws in connection with its use of the Materials and the Virtru Services. In addition, in its use of the Materials and the Virtru Service, Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing: (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country; and (ii) Customer shall not (and shall not permit any of its Customer Users or others to) access or use the Materials or the Virtru Service in violation of any U.S. export embargo, prohibition or restriction.

10.9. Disclosure of Customer. Virtru may disclose that Customer is a customer of Virtru to third parties (including by displaying Customer’s name, logo and/or a link to Customer’s web site on Virtru’s web site)

10.10. Force Majeure. In accordance with GSAR 552.212-4(f), Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency (each such event, a “**Force Majeure Event**”).

10.13. Entire Agreement. This Agreement, any Schedules and any exhibits attached hereto and incorporated herein by reference constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements and communications, whether oral or written, between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of each of Virtru and Customer.

10.14. Counterparts and Electronic Signatures. The parties may execute this Agreement in counterparts, each of which is deemed an original but all of which together constitute one and the same agreement. This Agreement may be delivered electronically or by facsimile transmission, and the parties hereby agree that any electronic or facsimile signatures hereto are legal, valid and enforceable as originals.

11. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

11.1. “Customer Content” means the information and content Customer and Customer Users create or distribute using the Virtru Services.

11.2. “Customer User” means any Customer employee, contractor or agent who is permitted by Customer to use the Virtru Services in accordance with the terms and conditions of this Agreement.

11.3. “Documentation” means any supporting technical documentation relating to the Materials and Virtru Services as provided to Customer by Virtru or made available on Virtru’s website.

11.4. “Materials” means the Virtru installable software (including any object code, executable files, or browser plug-ins) described in an Order Form, and materials related thereto provided by Virtru to Customer hereunder, including without limitation any software downloaded from Virtru’s website or from the Virtru Services and any related materials and Documentation.

11.5. “Order Form” means the order documentation pursuant to which Customer purchases a subscription to the Materials and/or Virtru Services.

11.6. “Personal Information” means any information that relates to an identified or identifiable individual, including any information obtained from the other party that identifies or can be used to identify an individual, including name, mailing address, telephone or fax number, email address, or identification number.

11.7. “Privacy Policy” means Virtru’s then-current privacy policy (currently available at www.virtu.com/privacy-policy/).

11.8. “Third-Party Services” means any services or materials used in connection with the Materials or Virtru Services that are hosted by a party other than Virtru or Customer.

11.9. “Transition Term” means a period of twelve (12) months after the date of termination or expiration of the Agreement.

11.10. “Virtru Application Data” means data related to the interaction (or consequence thereof) of Customer or Customer Users with the Materials and Virtru Services that is necessary to operate, improve and maintain the Virtru Services, including without limitation key access policies (including updates or revisions to those policies), authorized user

email addresses, IP addresses, access requests, error reports, crash reports, platform information, sender email addresses, recipient email addresses, encryption keys, message expiration dates and times, and display names for files and email subject lines.

11.11. "Virtru Services" shall mean the Virtru-hosted services made available by Virtru to Customer in connection with the Materials.