

ZENTERA TERMS OF SERVICE

Updated on July 18, 2014

You are accessing a website (the "Site") operated by Zentera Systems, Inc. or its affiliated entities ("Zentera", "we", or "us"). By visiting the Site and accessing the services made available by Zentera through the Site (the "Services"), you agree to comply with and be bound by the following Terms of Service and any documents referenced herein (the "Terms"). Certain Zentera products and services are subject to additional or different terms (the "Additional Terms").

Please review these Terms carefully. If you do not agree to these Terms, you have no right to obtain information from Zentera or otherwise use the Site or the Services. An individual accepting this Agreement on behalf of an organization represents and warrants having legal authority to bind that organization, in which case "you" means the entity accepting this Agreement. Failure to use the Site or Services in accordance with these Terms may subject you to civil and criminal penalties under applicable law. Except in connection with the Additional Terms, these Terms constitute the entire and only agreement between Zentera and you, and supersede all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the Site and the Services. These Terms may be amended at any time by Zentera without notice to you. The latest version of these Terms will be made available under the "Terms of Service" link on the Site, and you should review these Terms prior to each visit to the Site or use of the Services.

Account Requirements and Restrictions:

- When using the Services, you represent that you are of sufficient age to form legally binding contracts. Our Site is not designed to solicit or collect information of any kind from persons under the age of 13, and we do not knowingly collect any information from persons under the age of 13.
- You are responsible for maintaining the security of your account and password. Zentera cannot and will not be liable for any loss of information or security breaches that result from your failure to comply with security obligations.
- Zentera may suspend or terminate your account or refuse any and all current or future use of the Services for any reason at any time.
- Zentera reserves the right to discontinue or change the Services, temporarily or permanently, at any time, without notice.
- Zentera reserves the right to change its prices for any Services at any time, without notice, including, without limitation, adding limitations on free use of the Services, thresholds for fees, and minimum payments.
- You agree to provide accurate information when registering for or interacting with the Services. It is your responsibility to ensure that your contact information is correct in your account. Failure to provide accurate contact information may result in you not receiving access to the Services. If you provide fraudulent, misrepresented, or otherwise untruthful

information, we may terminate your account and prevent you from using the Services in the future.

Privacy and Communications:

By registering for or using the Site or the Services, you represent that you have read and accepted the terms of the Zentera privacy policy available at www.zentera.net/privacy ("Privacy Policy"). By agreeing to these Terms, you consent to Zentera's collection, use, and disclosure of information associated with your account and use of the Services in accordance with the Privacy Policy. In addition, you acknowledge and agree that Zentera may monitor your use of the Services, including information in your account, and use such information as described in the Privacy Policy. By creating an account to use the Services, you expressly agree that Zentera representatives may contact you from time to time regarding Zentera sponsored events and Zentera's products and services.

Use and Content Restrictions:

General Restrictions. Viewing, printing, or downloading any content, video, audio, graphic, form, or document from the Site or Services grants you only a revocable, nonexclusive license for use solely by you for personal, noncommercial purposes. No part of any content, graphic, form, or document may be reproduced in any form other than for your personal, noncommercial use. You will not, and will not permit any third party, to, as solely determined by us: (a) use the Site or Services to violate or encourage the violation of the rights of others (including intellectual property rights); (b) use the Site or Services to engage in, advertise or deliver gambling, pornographic, or illegal activities; (c) circumvent or violate the restrictions of the Site or Services as described in this Agreement; (d) reverse engineer, or otherwise attempt to derive source code from the Site or Services; (e) disable, interfere with, disrupt, or circumvent any aspect of the Site or Services, including the integrity or performance of the Site or Services; (f) access or use the Site or Services in a way intended to avoid recurring fees or exceeding usage limits; (g) resell or sublicense the Services; (h) access the Site or Services in order to build a competitive product or service, or copy any features, functions or graphics of the Site or Services; or (i) create derivative works based on the Site or Services.

Content Restrictions. You will not post content that: (a) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to anyone; (b) may create a risk of any other loss or damage to any person or property; (c) may constitute or contribute to a crime or tort; (d) contains any information or content that is illegal, unlawful, harmful, abusive, pornographic, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; or (e) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships. You are solely responsible for any software, product or service that a third party licenses, sells or makes available to you that you install or use with the Services. Your use of that software, product or service is governed by separate terms between you and that third party. We are not a party to and are not bound by any of those separate terms. You represent and warrant that your content does not and will not violate any

third-party rights, including any intellectual property rights, and rights of publicity and privacy. You will ensure that your use of the Services complies at all times with your privacy policies and all applicable laws and regulations, including any encryption requirements. You will not include in your content any Classified Information, as that term is defined in the National Industrial Security Program Operating Manual.

Audit and Cooperation:

Zentera reserves the right to verify your compliance with this Agreement. If we audit, you will provide information or other materials reasonably requested by us. We monitor the overall performance and stability of the infrastructure of the Site and Services. You may not block or interfere with that monitoring. In the event that we reasonably believe a problem with the Site or Services may be attributable to your use or your content, you agree you will cooperate with us to identify the source of that problem.

Fee Estimates:

Zentera may provide you estimates of the fees and charges associated with third party products and services. Zentera may not be able to estimate all purchasing options and discounts available from such third parties, and estimations may be inaccurate. YOU ACKNOWLEDGE AND AGREE THAT THESE ARE ESTIMATES ONLY AND THAT THE ACTUAL FEES AND CHARGES MAY DIFFER OR CHANGE.

Copyright Ownership:

Subject to the limited rights expressly granted herein, Zentera reserves all rights, title, and interest in and to the Site and Services, including all related intellectual property rights. Copying, redistribution, use, or publication by you of any part of the Site or Services, except as allowed under "Limited Right to Use" below, is strictly prohibited. You may not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm, or methodology to access, acquire, copy, or monitor the Services.

Trademark Information:

"Zentera", "Guardia Fabric", "zAccess", "zCenter", "zChamber", "zGDB", "zNet", "zSafe", "zShell" are trademarks and service marks of Zentera Systems, Inc. All other trademarks appearing on the Site or Services are the property of their respective owners.

Copyright Infringement:

If you believe that your work has been copied in a way that constitutes copyright infringement on the Site or through the Services, please provide Zentera's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying Zentera that your copyrighted material has been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest
- A description of the copyrighted work that you claim has been infringed upon
- A description of where the material that you claim is infringing is located on the Site or Services
- Your address, telephone number, and email address

- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

Zentera's copyright agent for notice of claims of copyright infringement on the Services or the Site can be reached as follows:

Zentera Systems, Inc.

Attn: Copyright Agent
2099 Gateway Place, Suite 420
San Jose, CA 95110, U.S.A.
Email: legal@zentera.net

Editing, Deleting and Modification:

Zentera reserves the right to change, edit, or delete any documents, information, or other content appearing on the Site or available through the Services.

Indemnification:

You agree to indemnify, defend and hold Zentera and our respective directors, officers, shareholders, employees, agents, attorneys, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim or expense, including reasonable attorneys' fees, related to your use of the Site or Services, or any violation of these Terms.

Assignment:

Zentera may assign these Terms to an entity (i) that controls, is controlled by, or is under common control with Zentera or (ii) which purchases all or substantially all of Zentera's assets or stock. Your right to use the Site and the Services is not assignable or transferable.

WARRANTY DISCLAIMER:

THE SITE AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ZENTERA AND ITS AFFILIATED PARTIES DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY. ZENTERA DOES NOT WARRANT THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, CORRECT, ACCURATE, OR RELIABLE, THAT DEFECTS WILL BE CORRECTED, THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT SECURITY METHODS EMPLOYED WILL BE SUFFICIENT.

LIMITATION OF LIABILITY:

IN NO EVENT SHALL ZENTERA OR ITS AFFILIATED PARTIES BE LIABLE FOR ANY LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, INDIRECT, INCIDENTAL,

CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING HEREFROM OR RELATED HERETO IN ANY CAUSES OF ACTION OF ANY KIND, EVEN IF ZENTERA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. ZENTERA'S AGGREGATE LIABILITY TO YOU FOR EVERY REASON UNDER THESE TERMS SHALL BE LIMITED TO US \$50.00. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, YOU OBTAIN FROM US FROM OR THROUGH THE SITE OR SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS.

Links to Other Websites:

The Site and Services may now, or hereafter, contain links to third-party websites. We do not control, investigate, monitor, or check such websites. We are not responsible for the content in or opinions expressed at such websites, and do not investigate, monitor, or check the same. The inclusion of a link on the Site does not imply approval or endorsement of the website linked by us. If you decide to leave the Site or Services and access any third-party websites, you do so at your own risk.

Communications:

All comments, feedback, information, ideas, or materials that you submit through or in association with the Site or the Services shall be considered non-confidential. By submitting such comments, feedback, information, ideas, or materials to us: (i) you represent and warrant that Zentera's use of your submission does not and will not breach any agreement, violate any law, or infringe any third party's rights; (ii) you represent and warrant that you have all rights to enter into these Terms; (iii) you understand and agree that Zentera is free to use in any manner all or part of the content of any such communications on an unrestricted basis without the obligation to notify, identify or compensate you or anyone else; and (iv) you grant Zentera all necessary rights, including a waiver of all privacy and moral rights, to use all comments, feedback, information, or materials, in whole or in part, or as a derivative work, without any duty by Zentera to anyone whatsoever. You acknowledge that you are responsible for and bear all risk as to the use or distribution of any comments, feedback, information, ideas, or materials.

Export Compliance:

The Services and derivatives thereof may be subject to export and import laws and regulations of the United States and other jurisdictions. You represent that you are not named on any U.S. government denied-party list. You shall not permit any access or use any Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan, and Syria) or in violation of any export or import law or regulation of any jurisdiction.

Miscellaneous:

Any cause of action by you with respect to the Services or Site must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth under "Warranty Disclaimer" and "Limitation of Liability" above. The language in these Terms shall be interpreted as to its fair meaning and not strictly for or against you or us. Should any part of these Terms be held invalid or unenforceable, that portion shall be

construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site or Services is in conflict or inconsistent with these Terms, these Terms shall take precedence, provided that if you enter into a separate agreement with us with respect to certain Services, such agreement will govern your use of the Services. Our failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision.

Dispute Resolution:

These Terms shall be governed by the laws of the State of California, excluding its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. If a dispute arises between you and Zentera, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. In the event of a dispute, we encourage you first to contact Zentera to resolve your problem directly with us. You may contact Zentera regarding any complaints or disputes at legal@zentera.net.

Except as explicitly provided in these Terms, any dispute or claim relating in any way to your visit to the Site or your use of the Services, any product offered or provided by or through the Site, or otherwise arising out of or relating to these Terms that cannot be resolved directly between you and Zentera shall be resolved by non-appearance based binding arbitration, rather than in court. Except as otherwise provided in this section ("Dispute Resolution"), this includes any claims based in contract, statute, tort, fraud, misrepresentation or any other legal theory. The Federal Arbitration Act and federal arbitration law apply to these Terms.

Either you or Zentera can initiate an arbitration through the following alternative dispute resolution ("ADR") provider and rules: the American Arbitration Association (AAA) pursuant to the then-current Supplementary Procedures for Consumer-Related Disputes. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award an individual the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must apply and follow these Terms as a court would. The ADR provider and the parties must also comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, and the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless the arbitrator determines that an in-person hearing is necessary based on the request of one of the parties; and (c) any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

You and Zentera each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason, a claim proceeds in court rather than in arbitration, you and Zentera each waive any right to a jury trial and agree to proceed only on an individual basis and not in a class, consolidated, or representative action. The parties hereby appoint the arbitrator the exclusive power to rule on any challenges to the requirement for the use of ADR in these Terms.

You and Zentera also each agree that you or Zentera may bring suit in court to obtain interim or preliminary injunctive relief necessary to protect the rights or property of you, Zentera or Affiliated Parties, pending initiation and completion of the arbitration.

Except as explicitly provided in these Terms, all claims you bring against Zentera must be resolved in accordance with this Dispute Resolution section. Any claim filed or brought contrary to this Dispute Resolution section shall be considered improperly filed. Should you file a claim contrary to this section, Zentera may recover from you attorneys' fees and costs up to \$1,500 per claim, provided that Zentera first has notified you in writing of the improperly filed claim and you have failed to promptly withdraw the claim.