

Attachment A – GlobalSCAPE

1. SOFTWARE. The capitalized term "Software" refers to the object code for the computer program known as Enhanced File Transfer Server Enterprise (or EFT Server Enterprise) Version 7.1, including the Server Program and the Administrator Interface and all Optional Add-On Modules, which may include without limitation the AWE Module (as defined in Section 2 below), you may purchase and any updates, supplemental code or programs provided to you by GlobalSCAPE with or in connection with Enhanced File Transfer Server Enterprise Version 7.1, such as the user's manual and Help file, any components, any related media and printed materials, and any related "online" or electronic documentation.

2. GRANT OF LICENSE.

A. EVALUATION LICENSE. If you acquired the license for any component of the Software on an evaluation or trial basis, you may use the Software without charge for the evaluation period. Your evaluation period begins on the day the evaluation serial number is issued by GlobalSCAPE. You must pay the license fee and activate your copy in the manner required below to continue to use the Software after the evaluation period. An evaluation license for the Software may not be transferred to any other person.

B. STANDARD LICENSE.

(i) SERVER PROGRAM. You may install and use one copy of the Server Program on that number of server computers for which you have purchased a separate license as indicated on your ordering document.

(ii) ADMINISTRATOR INTERFACE. For so long as you have an active license to use the Server Program, you may copy, install and use the Administrator Interface on as many personal desktop computers as you wish.

(iii) OPTIONAL ADD-ON MODULES.

(a) WEB TRANSFER CLIENT. You may concurrently use that number of Web Transfer Clients for which you have paid a separate license fee as indicated on your invoice or sales receipt. If you wish to increase the number of concurrent users after your initial license purchase, upon issuing an order for the additional license fee you will be issued a new registration serial number which will be utilized to activate the additional Web Transfer Client licenses purchased and to re-activate the Web Transfer Client licenses previously purchased.

(b) SECURE AD HOC TRANSFER MODULE. If you have purchased a separate license for the Secure Ad Hoc Transfer module (hereafter referred to as "SAT Module"), you may install and use one copy of the SAT Module on that number of server computers for which you have purchased a license as indicated on your ordering document. The SAT Module shall be installed solely on the same server(s) as the Server Program. It is your duty, at your cost, to install and maintain the SAT Module and to acquire, install and maintain Microsoft IIS and all necessary equipment and connectivity required to use the SAT Module. Notwithstanding the restrictions in Section 7.1 but subject at all times to GlobalSCAPE's rights set forth in Section 13, you may modify the SAT Module solely to customize the web interface to the Software created through the SAT Module. Upon modification, however, GlobalSCAPE shall have no further obligations under Section 8 or any related M & S Plan in

relation to the Secure SAT module. If you purchase additional copies of the SAT Module for back-up or archival purposes, you will need to make all applicable modifications to the newly licensed copies.

(c) **ADVANCED WORKFLOW ENGINE.** If you have purchased a separate license for the Advanced Workflow Engine module ("AWE Module"), you may install and use one copy of the AWE Module on that number of computers for which you have purchased a license as indicated on your invoice or sales receipt. You may not separate the AWE Module for use on more than one computer. Certain consents required to be obtained from GlobalSCAPE pursuant to this Agreement may also require the consent of Network Automation, Inc. ("NAI"). You acknowledge that you have only the limited, non-exclusive right to use and copy the AWE Module as expressly stated in this Agreement and that GlobalSCAPE and NAI, as the case may be, retains title to the Software and all other rights not expressly granted herein.

(d) **MOBILE TRANSFER CLIENT.** If you have purchased a license for The Mobile Transfer Client (hereafter referred to as "MTC") module, each user for which you have paid may install and use the MTC on as many devices as desired. For example, if you purchase a license to the MTC for up to 99 users, up to 99 individuals can use the MTC on any device(s) on which they choose to install the MTC application, but only up to 99 named individuals, in aggregate, may access and use the MTC module. If you wish to increase the number of users after your initial license purchase, upon issuing an order for the additional license fee, you will be issued a new registration serial number that will be used to activate the additional MTC licenses purchased and to re-activate the licenses previously purchased.

(e) **WORKSPACES.** If you have purchased a license for Workspaces, each user for which you have paid may create as many Workspaces as desired. For example, if you purchase a Workspaces license for up to 99 Workspace owners, up to 99 individuals can create and maintain Workspaces at a given time. If you wish to increase the number of users after your initial license purchase, upon issuing an order for the additional license fee, you will be issued a new registration serial number that will be used to activate the additional Workspaces licenses purchased and to re-activate the licenses previously purchased.

C. **STANDBY OR DEVELOPMENT LICENSE.** If you have purchased a license to use the Server Program and/or the Add-On on a non-production basis, then you may use the Server Program and/or Add-On so licensed only as follows:

(i) **STANDBY LICENSE:** One (1) copy on a standby computer that is not processing traffic or doing work of any kind except in the event that, and only for so long as, the primary production server upon which the Server Program license is associated is offline.

(ii) **DEVELOPMENT LICENSE:** One (1) copy on a server (and associated desktop personal computers) used solely for testing, evaluation, or API development, so long as such server does not process actual traffic in a production environment.

D. **ACTIVATION.** You must activate the evaluation or standard license for the Software by entering the evaluation or registration serial number as prompted by the Software and as otherwise instructed by GlobalSCAPE

E. **RESERVED.**

3. **RIGHT TO COPY OR BACKUP.** You may make one copy of the Software or the installation media for the Software solely for back-up or archival purposes at no additional charge.

4. **UPGRADES.** To use Software identified as an upgrade, or new version, you must first be licensed for the Software identified by GlobalSCAPE as eligible for the upgrade and issue an order for

the purchase of the upgrade or new version. After upgrading, you may no longer use the Software that formed the basis for your upgrade eligibility and the license for that Software shall be deemed immediately terminated upon your installation of the upgrade.

5. **TRANSFER.** You may use the Software 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 the Software 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 the Software or utilize the Software 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 the Software 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 the Software's functions without the prior written consent of GlobalSCAPE. If modifications are made to a SAT Module as permitted herein, such modification may only be used for your internal business purposes and may not be licensed or sublicensed or otherwise provided to any third party. You may, however, make a one-time permanent transfer of all of your license rights to the Software to another party, provided that: (a) the transfer must include all of the Software, including all component parts, programs, media, printed materials, all registration serial numbers, all modules you purchase in conjunction with the Software, and this license in connection with the sale of all or substantially all of the assets for that line of business; (b) you do not retain any copies of the Software, full or partial, including copies stored on a computer or other storage device; (c) the person to whom you transfer the Software agrees to be bound by the terms of this license; and (d) you provide notice to GlobalSCAPE at least 10 days prior to such transfer of the identity and contact information for the transferee and such transferee is not a competitor of GlobalSCAPE as determined by GlobalSCAPE in its sole discretion. If you purchased the license for the Software on a multi-computer basis-that is, one registration serial number valid for the number of computers indicated on your invoice, you may permanently assign your rights under this license to only a single person or entity. Notwithstanding anything else in this Agreement to the contrary, a license for the Software provided on a free, promotional, or "not-for-resale" (NFR) basis may be used only for testing, demonstration or evaluation and may not be sold or transferred to another person in any manner.

6. **INFORMATION COLLECTION AND PRIVACY.** The Software includes a feature that assigns a unique identifier to your computer based on system information. The Software reports this identifier to GlobalSCAPE either when you install the Software, enter your evaluation serial number, or enter your registration serial number, or upon the occurrence of each of these. During the evaluation period, the Software will contact our registration and activation servers periodically to verify that the Software is still eligible for use on an evaluation basis. The Software may also identify and report to us your Windows language identifier setting, IP address, and the date and time of installation and/or activation. GlobalSCAPE uses this information to count installations, detect piracy of the Software, and develop rough statistical data regarding the geographic location of the Software users. GlobalSCAPE may tie this information to personally identifiable information it has about you. GlobalSCAPE may use any non-proprietary information you provide as part of obtaining support services for GlobalSCAPE's business purposes, including product support and development.

7. **RESTRICTIONS.** You may not reduce the Software to human readable (or source code) form, reverse engineer, de-compile, disassemble, merge, adapt, or modify the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may not use the Software 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.

8. MAINTENANCE AND TECHNICAL SUPPORT SERVICES. If you purchased a maintenance and support plan ("M & S Plan"), GlobalSCAPE shall provide the support services at the level agreed by you and Contractor in an applicable ordering document and as defined in the GlobalSCAPE Maintenance and Support Guide (Exhibit 1) (the "Guide"). To be eligible for maintenance and support services, the Server Program and the Administrator Interface as well as all associated Add-On Modules must be covered by an active M & S Plan.

9. RESERVED.

10. SECURITY. The Software creates a means for others to gain access to your computer. Although we have taken commercially reasonable measures to prevent unauthorized persons from gaining access to your computer via the Software, we cannot foresee or control the actions of third parties. Therefore, use of the Software 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 are responsible for your use of the Software or otherwise. Use of secure passwords and keeping passwords confidential are not the responsibility of GlobalSCAPE or the Software.

11. RESERVED.

12. RESERVED.

13. INTELLECTUAL PROPERTY. You acknowledge that you have only the limited, non-exclusive right to use and copy the Software as expressly stated in this Agreement and that GlobalSCAPE retains title to the Software and all other rights not expressly granted. You agree not to remove or modify any copyright, trademark, patent, or other proprietary notices that appear, on, in or with the Software. The Software and all derivatives thereof, including any modifications made to the SAT Module are protected by United States copyright, patent and trademark law and rights granted by international treaties related to intellectual property rights. The Software is copyright (c) 2004-2015 GlobalSCAPE, Inc. All rights reserved.

14. EXPORT RESTRICTIONS. THE SOFTWARE CONTAINS 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 (i) the Software is not exported, directly or indirectly (including as a result of providing access to the Software to a national or resident of and embargoed or restricted country), in violation of Export Laws, or the applicable laws of any other jurisdiction or (ii) or 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 the Software may not be exported or re-exported to certain countries that are embargoed or restricted, or to certain restricted persons. Embargoed and restricted countries currently include but are not limited to Cuba, Iran, Libya, North Korea, Syria and Sudan. In addition to other restrictions described in this section, you may not use the Software, or export the Software to any destination where you know or have reason to know that the Software may be used, in connection with the proliferation of nuclear, chemical or biological weapons or missiles.

15. WARRANTIES. THE WARRANTY IS LIMITED TO NINETY (90) DAYS FROM YOUR RECEIPT OF A COPY OF THE SOFTWARE. COMPUTER PROGRAMS ARE INHERENTLY COMPLEX, AND THE SOFTWARE MAY NOT BE FREE OF ERRORS. THE SOFTWARE IS 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 THE SOFTWARE. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

16. RESERVED.

17. U.S. GOVERNMENT. The Software is commercial computer software developed solely at private expense. The rights of civilian and non-civilian agencies of the U.S. Government to use, disclose and reproduce the Software are governed by the terms of this Agreement. Publisher is GlobalSCAPE Inc., 4500 Lockhill-Selma, Suite 150, San Antonio, Texas, 78249, USA.

18. RESERVED.

Exhibit 1 – Client Support Services
Maintenance and Support Guide
Meeting Client Needs

Our Client Support Services team is committed to helping you, our trusted partner, be successful! To this end, Globalscape offers world-class client support and product maintenance to help ensure that your Globalscape implementation is a success. We take pride in optimizing the business value of your security solution and realize that one size doesn't always fit all. That's why we've developed varying levels of technical support to ensure that you get the service your business deserves.

Online services include product updates, user guides, a knowledgebase, online help files, printable documentation, a user community discussion forum, and more. In addition to our self-service resources that are available to all customers at the Globalscape website, we offer two Maintenance and Support plans: a Standard Plan and a Platinum Plan. Both plans include the same level of software maintenance protection. The Platinum Maintenance and Support plan provides you with emergency support anytime, 24 hours per day, seven days per week from your assigned support technicians. As part of this commitment, our maintenance and support program includes the following:

World Wide Web Support

Take advantage of the easy-to-use, 24-hour support resources that are available on the Globalscape Support Center Web site at <http://support.globalscape.com>. Online services include product updates/notifications, user's guides, a knowledge base, online help files, printable documentation, a user community discussion forum and more.

Email Support

Submit your request via our online submission form available on the Globalscape Support Center Web site at <http://www.globalscape.com/support/techsupport.aspx> and receive an answer via email or telephone. Our response will include a ticket number and the name of the assigned support professional.

Telephone Support

Standard Support Plan members can call us at 1-210-366-3993, Monday through Friday from 8:00 A.M. to 6:00 P.M. (Central Time) for help with any product-related issue.

Additionally, Platinum Support Plan members can receive emergency after-hours technical support 24 hours per day, seven days per week. After hours Platinum Support services are available only via a special telephone number that will be provided when you purchase a Platinum Support Plan.

Maintenance and Support Plans

Included with your active support plan is software maintenance, which provides all major upgrades and minor updates that are publicly released during the term of the agreement at no additional charge. Free upgrades must be requested or obtained while the maintenance and support plan remains in force.

Globalscape offers both Standard and Platinum Support plans for our enterprise software solutions. Both plans include the same level of software maintenance protection. A Platinum Maintenance and Support plan provides you with emergency access to our support professionals anytime, 24 hours per day, seven days per week.

Plan Details

Plan Benefits	Standard Plan	Platinum Plan
Priority Telephone Support	Regular business hours	24h/7d*
Minimum Term	12 Months	12 Months
Priority Email Technical Support [†]	Unlimited	Unlimited
Access to the User Discussion Forum	Unlimited	Unlimited
Access to Online Self-Help Resources	Unlimited	Unlimited
Software Upgrades and Updates	Unlimited	Unlimited

[†]Email technical support is available through our online submission form.

Business Hours

Our regular business hours are Monday through Friday from 8:00 A.M. to 6:00 P.M. (Central Time). Platinum support plan members can call the Platinum Support Line anytime, 24 hours per day, seven days per week*.

*Routine requests are handled during normal business hours. Priority service for production system emergencies is available at any time.

†Email technical support is available through our online submission form.

Contacting Technical Support

Type of Contact	Address or Number	Hours
Standard Technical Support Line	1-210-366-3993	8:00am to 6:00pm M – F
Platinum Technical Support Line	(Provided with Platinum Plan)	Anytime
Priority Email Technical Support	http://www.globalscape.com/support/techsupport.aspx	Anytime
Online Support Center / Software Upgrades and Updates	http://www.globalscape.com/support/	Anytime
Serial Number Assistance	http://www.globalscape.com/support/lostserial.aspx	Anytime
Knowledge Base	http://kb.globalscape.com	Anytime
User Discussion Forum	http://forums.globalscape.com	Anytime

Troubleshooting and Diagnostics

When contacting the Globalscape Technical Support team, it is important to provide as much detail as possible about the problem. Please gather as much diagnostic and logging information as possible to help us in our diagnosis of the issue. Be prepared to provide us with relevant error logs or messages including server log files, screen shots, and event log reports. At a minimum, please gather the following details. If you are submitting an inquiry via our online submission form, please provide these details with your submission:

- Your name and company name
- Your telephone number and email address
- The name of the program and complete version information (From Help > About)
- Product serial number (From Help > About or Platinum Support Plan membership card)
- Your operating system and specific version information
 - A complete description of the problem including:
 - All of the steps necessary to reproduce the problem
- A description of the environment and the network; useful information includes the data flow, Java runtime version, and database versions

Generally, service tickets are not closed until you and the Globalscape Support Professional both agree that the issue has been satisfactorily resolved. However, Globalscape support may close a service ticket if you have not provided requested information within a reasonable period.

Your Responsibilities

During the course of an issue's diagnosis and resolution, we ask you to respond to all technical information requests as quickly as possible so that our Technical Support team can resolve your case in a timely manner.

Level of Severity	After-hours Acknowledgement ¹	Target Initial Response Time ²	Resolution ³
Production system outage Product unusable, complete disruption of work, critical business impact. No workaround immediately available.	Standard Plan - Not Applicable Platinum Plan - One Hour	Standard Plan - Same Business Day Platinum Plan - Two Hours	<ul style="list-style-type: none"> Satisfactory workaround is provided Product patch is provided Fix incorporated into future release Fix or workaround incorporated into knowledge base
Major feature or function failure Operations are severely restricted, but a workaround is available.	Standard Plan - Not Applicable Platinum Plan - One Hour	Standard Plan - One Business Day Platinum Plan - 12 Hours	<ul style="list-style-type: none"> Satisfactory workaround is provided Product patch is provided Fix incorporated into future release Fix or workaround incorporated into knowledge base
Minor feature or function failure. General usage questions. Product not working as designed. Minor usage impact; acceptable workaround deployed. Documentation, general information, or enhancement requested.	Standard Plan - Not Applicable Platinum Plan - One Hour	Standard Plan - Three Business Days Platinum Plan - One Business Day	<ul style="list-style-type: none"> Answer to question is provided Satisfactory workaround provided Fix or workaround incorporated into knowledge base Fix incorporated into future release

1. After-Hours Acknowledgement: An initial call back to acknowledge our receipt of the issue and to determine the level of severity. The acknowledgement may be combined with the Initial Response.
2. Target Initial Response Time: Globalscape uses commercially reasonable efforts to respond within the target response time but cannot guarantee response times.
3. Resolution: A satisfactory resolution may not be immediately available or provided with the initial response, in which case Globalscape will use commercially reasonable means and effort to provide a resolution within a reasonable period.

Issue Escalation

Our support professionals follow predefined processes to gather information for identification and resolution of issues. For some issues, our support professionals may need to escalate the issue to software development in order to resolve it.

The escalation process allows for wider review of the issue, including technical and management directives for applying additional resources to the problem, and increased levels of communication between your organization and Globalscape.

If at any time you are not satisfied with the level of support that is being provided to you, we encourage you to bring this to the attention of Globalscape's management staff. Please contact one of the Globalscape Support managers listed below. At our discretion, we may assign an account manager, product manager, or problem resolution team to focus on your issue.

Director, EFT Product Support	Amit Patel	1-210-293-7909	apatel@globalscape.com
Senior Director, Client Support Services	Jason Reams	1-210-308-8267	jreams@globalscape.com

Scope of Technical Support

While we are happy to support your use of our products, and will help in overcoming any difficulties you may encounter, there are certain limitations to the technical support that we can provide.

- Technical Support is limited to the reporting and correction of product defects and installation and configuration assistance.
- Technical Support does not include support for problems related to the failure of your system, network, or environment to comply with the system requirements for the software.
- Technical Support does not include support for development or consulting issues such as COM or other programmatic development. This includes HTML development and custom script creation.
- While we constantly strive to assist in any way we can, there can be situations that are outside our control. Technical support does not include support for any other issues not directly related to the workings of our software.
- Technical support is offered for recent versions of Globalscape software only. Technical support for older versions is available only through our online self-help resources.

It is always recommended that you begin by examining the program help files, knowledgebase articles, and user forums if you are interested in customizing your environment or software beyond the availability of technical support options. You can also engage the services of our Professional Services team, described on our website at <http://www.globalscape.com/services/pro-services.aspx>.

Globalscape End of Life (EOL) and Support Life Policy

Rapidly changing technologies as well as competitive pressures influence the level, timing, and nature of demand for a particular product or group of products. These factors drive the need to introduce new products and services and to actively plan for end-of-life for older software versions as well as specific product lines. With that in mind, we have provided the Globalscape end-of-life (EOL) policy to help customers better manage their end-of-life transition and to understand the role that Globalscape can play in helping to migrate to alternative Globalscape technologies. A copy of the policy can be provided upon request.

Support Agreement

The technical support services described in this Guide are provided pursuant to the terms of the License Agreement you entered into as a condition to the installation of the software indicated below. Please complete the information below and fax or mail to:

GlobalSCAPE, Inc.

4500 Lockhill Selma Rd., Suite 150

San Antonio, Texas 78249-2073

Fax: 1-210-293-8003