

GlobalSCAPE, Inc.
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San Antonio, Texas 78249
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**Carahsoft Rider to Application Security End User License Agreements
(for U.S. Government End Users)**

1. **Scope.** This Carahsoft Rider and the GlobalSCAPE, Inc. ('Manufacturer') End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
2. **Applicability.** The terms and conditions in the attached Manufacturer EULA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
 - (b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
 - (c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - (d) **Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to
 - (a) Error! Unknown document property name.

verify Ordering Activity's compliance with this Agreement.

- (e) **Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation of the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

- (f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be amended to comply with FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12.
- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract

amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

- (n) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) **Limitation of Liability: Subject to the following:**

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.
- (s) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) **Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.
- (u) **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

GlobalSCAPE Enhanced File Transfer Server Enterprise Version 6

License and Support Agreement

BY INSTALLING OR USING THE ENCLOSED SOFTWARE OR REGISTRATION NUMBER, YOU AGREE AND ARE SUBJECT TO THE SOFTWARE LICENSE TERMS SET FORTH BELOW. If you do not agree to the terms of this agreement, do not install the Software or use any registration number that was provided with the Software. You may return the Software to the place of purchase for a refund if you have not used the registration serial number.

This Software is licensed by GlobalSCAPE, Inc. ("GlobalSCAPE"), not sold. You may use this Software only as described in this agreement.

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 6, including the Server Program and the Administrator Interface and all Optional Add-On Modules you purchase and any updates, supplemental code or programs provided to you by GlobalSCAPE with or in connection with Enhanced File Transfer Server Enterprise Version 6, 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 invoice or sales receipt.

(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 payment of 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 invoice or sales receipt. 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 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.** The Advanced Workflow Engine module ("AWE Module") is subject to the terms and conditions specified in the file named AWE EULA License Agreement.doc, located in the AWE\Bin sub-folder of the EFT Server installation directory and shall be used on that number of computers for which you have purchased a separate license as indicated on your invoice or sales receipt.

C. STANDBY 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) On a standby computer that is not processing inbound 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; or

(ii) On a server (and associated desktop personal computers) used solely for testing or evaluation that does not process actual inbound traffic.

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. Your failure to follow the activation procedures correctly is a material breach of this agreement.

E. TERM. The term of the license for any component of the Software is as indicated on your invoice or sales receipt or, if not otherwise specified, perpetual.

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 pay any licensing or support fees that may be applicable. 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. Transfer in violation of this agreement, in whole or in part, will be void ab initio.

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. GlobalSCAPE's policies related to this information are as is further provided in the Privacy Policy available at www.globalscape.com.

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 GlobalSCAPE and as defined in the GlobalSCAPE Maintenance and Support Guide accessible from <http://www.globalscape.com/support/efit.aspx> for the Software (the "Guide") as of the date of your acceptance of this Agreement and as set forth in your invoice or sales receipt. The term of the M & S Plan may vary and is specified on your invoice or sales receipt. Please contact GlobalSCAPE if you would like to extend the term of your M & S Plan. 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. PAYMENT TERMS. If GlobalSCAPE has agreed to invoice you for license fees or fees applicable to your M & S Plan, invoices shall be transmitted on the date of issuance via electronic or postal mail to the primary or billing contact listed on your account. Unless otherwise agreed to in writing, full payment is due within thirty (30) days from invoice date. Amounts not paid when due shall bear interest at 1.5% per month, or the highest non-usurious rate permitted under applicable law, whichever is less. If GlobalSCAPE is required to take legal action to collect any overdue amount, you shall also pay GlobalSCAPE's reasonable costs of collection, including reasonable attorney fees.

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 agree that GlobalSCAPE is not liable to you for security breaches resulting from 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. AUDIT. You agree that on GlobalSCAPE's request you will certify in writing your compliance with the terms of this agreement, including your use of the Software only on or in connection with the number of computers and users licensed. You further agree that GlobalSCAPE may during normal business hours and with reasonable prior notice, request and gain access to your premises for the limited purpose of conducting an inspection to determine and verify your compliance with this Agreement. The inspection will be conducted no more than once per year and in a manner not intended to disrupt your business and will be restricted in scope and duration to that reasonably necessary to achieve its purpose.

12. TERMINATION. This agreement terminates if you fail to comply with its terms and conditions. If your agreement terminates, you must destroy all copies of the Software. The termination of this agreement does not limit GlobalSCAPE's other rights it may have by law. The provisions in Sections 7, 9, 13, 16, and 18 shall survive the termination of this agreement.

13. INTELLECTUAL PROPERTY; CONFIDENTIALITY. 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 © 2004-2010 GlobalSCAPE, Inc. All rights reserved.

You will keep confidential and refrain from disclosing any and all technical information, know-how, and inventions disclosed by GlobalSCAPE in relation to this agreement and the license granted hereunder, except when, after, and to the extent that the information, know-how, and inventions are generally known to the public.

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. You shall indemnify and hold GlobalSCAPE harmless in connection with any breach of this Section.

15. NO WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ANY SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, PERFORMANCE AND NONINFRINGEMENT. IF APPLICABLE LAW REQUIRES A WARRANTY, THE REQUIRED WARRANTY IS LIMITED TO NINETY (90) DAYS FROM 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. LIMITATION OF LIABILITY. GLOBALSCAPE IS NOT LIABLE TO YOU FOR ANY PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA, GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, SECURITY BREACHES RESULTING IN DISCLOSURE OF CONFIDENTIAL INFORMATION OR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF GLOBALSCAPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. UNLESS APPLICABLE LAW PROVIDES OTHERWISE, GLOBALSCAPE'S LIABILITY FOR ANY CLAIM RELATED TO YOUR PURCHASE OF A LICENSE FOR OR USE OF THE SOFTWARE AND RELATED SUPPORT SERVICES, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY WILL NOT EXCEED THE GREATER OF U.S. \$5.00 OR THE FEES PAID BY YOU UNDER THIS AGREEMENT.

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. MISCELLANEOUS. The laws of the State of Texas, excluding its conflicts laws, shall govern this agreement the rights and obligations of the parties hereto, the entire relationship between the parties hereto, and all matters arising out of or relating to this agreement. GlobalSCAPE may seek injunctive relief in court to prevent imminent harm. This agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods. You agree that this agreement shall be fully performable in Bexar County, Texas and submit to the non-exclusive jurisdiction of, and agree that venue is proper in, state or federal courts in Bexar County, Texas in any legal action or proceeding relating to this agreement. This agreement constitutes the complete and exclusive agreement between us, notwithstanding any provision in any purchase order or other written document, except for: (i) the definition of any evaluation period, limited license term, and fees and terms for maintenance or support services or additional software components that may appear on the applicable invoice or sales receipt as issued by GlobalSCAPE or the fees set forth on the GlobalSCAPE Web site, and (ii) the statement of the number of separate computers or concurrent users for which you have paid a license fee as described in Section 2, above. In the case of a conflict between this agreement and the invoice or sales receipt and any fees set forth on the GlobalSCAPE Website, the invoice shall control. This agreement may only be modified by a written document signed by GlobalSCAPE. No GlobalSCAPE dealer or distributor is authorized to change the terms of this agreement. If any portion hereof is found to be void or unenforceable, then such provision shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable when applied to such facts or circumstances, with the objective of achieving as nearly as legally possible the same effect. Failure to exercise or delay in the exercise of any right or remedy under this agreement shall not operate as a waiver thereof. If you are located outside the United States, then the following provision applies: Les parties aux présentes confirment leur intention que cette convention ainsi que tous les documents afférents soient rédigés dans la langue anglaise. (Translation: "The parties confirm that this agreement and all related documentation is and will be in the English language.")

Should you have any questions concerning this agreement, or if you desire to contact GlobalSCAPE for any reason, please contact GlobalSCAPE by mail at: 4500 Lockhill-Selma, Suite 150, San Antonio, Texas, 78249 USA, by telephone at: +1 (210) 308-8267, or by electronic mail from: <http://www.globalscape.com> with copy to legal@globalscape.com.

Please print a copy of this agreement for your records.

Rev. 09.08.201009

GlobalSCAPE Enhanced File Transfer Server (non-Enterprise edition) Version 6

License and Support Agreement

BY INSTALLING OR USING THE ENCLOSED SOFTWARE OR REGISTRATION NUMBER, YOU AGREE AND ARE SUBJECT TO THE SOFTWARE LICENSE TERMS SET FORTH BELOW. If you do not agree to the terms of this agreement, do not install the Software or use any registration number that was provided with the Software. You may return the Software to the place of purchase for a refund if you have not used the registration serial number.

This Software is licensed by GlobalSCAPE, Inc. ("GlobalSCAPE"), not sold. You may use this Software only as described in this agreement.

1. SOFTWARE. The capitalized term "Software" refers to the object code for the computer program known as Enhanced File Transfer Server Version 6, including the Server Program and the Administrator Interface and all Optional Add-On Modules you purchase and any updates, supplemental code or programs provided to you by GlobalSCAPE with or in connection with Enhanced File Transfer Server Version 6, 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.

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(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 invoice or sales receipt. 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 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.** The Advanced Workflow Engine module ("AWE Module") is subject to the terms and conditions specified in the file named AWE EULA License Agreement.doc, located in the AWE\Bin sub-folder of the EFT Server installation directory and shall be used on that number of computers for which you have purchased a separate license as indicated on your invoice or sales receipt.

C. STANDBY 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) On a standby computer that is not processing inbound 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; or

(ii) On a server (and associated desktop personal computers) used solely for testing or evaluation that does not process actual inbound traffic.

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. Your failure to follow the activation procedures correctly is a material breach of this agreement.

E. TERM. The term of the license for any component of the Software is as indicated on your invoice or sales receipt or, if not otherwise specified, perpetual.

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 pay any licensing or support fees that may be applicable. 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.

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Should you have any questions concerning this agreement, or if you desire to contact GlobalSCAPE for any reason, please contact GlobalSCAPE by mail at: 4500 Lockhill-Selma, Suite 150, San Antonio, Texas, 78249 USA, by telephone at: +1 (210) 308-8267, or by electronic mail from: <http://www.globalscape.com> with copy to legal@globalscape.com.

Please print a copy of this agreement for your records.

Rev. 09.08.2010

GlobalSCAPE Mail Express End-User License Agreement (EULA)

When you install Mail Express, you must agree to the terms of the Mail Express End-User License Agreement (EULA) in order to complete installation. During installation, the EULA is copied to the installation folder (by default, C:\Program Files\GlobalSCAPE\Mail Express\license.txt). The text of the EULA is also below for your convenience.

GlobalSCAPE® Mail Express™ version 3

End-User License and Support Agreement

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iii) ADD-IN. The Add-In requires a CAL (client access license). You may install the Add-In on as many desktop personal computers for which you have paid a separate license fee as indicated on your invoice or sales receipt for access and use solely by one person on such computer. For example, if you purchase a license to the Add-In for 75 clients, you can only install the Add-In on 75 desktops and only 75 individuals, in aggregate, may access and use the Add-In. If you wish to increase

the number of clients after your initial license purchase, upon payment of the additional license fee you will be issued a new registration serial number which will be utilized to activate the additional Add-In licenses purchased and to re-activate the Add-Ins previously purchased.

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

i) On a standby computer that is not processing inbound 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; or

ii) On a server (and associated desktop personal computers) used solely for testing or evaluation that does not process actual inbound traffic.

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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 GlobalSCAPE and as defined in the GlobalSCAPE Maintenance and Support Guide accessible from <http://www.globalscape.com/support/gme.aspx> (the "Guide") as of the date of your acceptance of this Agreement and as set forth in your invoice or sales receipt. The term of the M & S Plan may vary and is specified on your invoice or sales receipt. Please contact GlobalSCAPE if you would like to extend the term of your M & S Plan. To be eligible for maintenance and support services, the Server Program and the Add-In, if purchased, must be covered by an active M & S Plan.

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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 agree that GlobalSCAPE is not liable to you for security breaches resulting from your use of the Software or otherwise. Use of secure passwords and keeping passwords confidential are not the responsibility of GlobalSCAPE or the Software.

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19. MISCELLANEOUS. The laws of the State of Texas, excluding its conflicts laws, shall govern this Agreement the rights and obligations of the parties hereto, the entire relationship between the parties hereto, and all matters arising out of or relating to this Agreement. You may bring any action under this Agreement for any cause whatsoever more than one (1) year after the occurrence giving rise to such cause of action. GlobalSCAPE may seek injunctive relief in court to prevent imminent harm. This Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods. You agree that this Agreement shall be fully performable in Bexar County, Texas and submit to the non-exclusive jurisdiction of, and agree that venue is proper in, state or federal courts in Bexar County, Texas in any legal action or proceeding relating to this Agreement. This Agreement constitutes the complete and exclusive agreement between us, notwithstanding any provision in any purchase order or other written document, except for: (i) the definition of any evaluation period, limited license term, and fees and terms for maintenance or support services or additional software components that may appear on the applicable invoice or sales receipt as issued by GlobalSCAPE (or in the absence of an invoice or sales receipt, the GlobalSCAPE Website), and (ii) the statement of the number of separate computers or concurrent users for which you have paid a license fee as described in Section 2, above. In the case of a conflict between this Agreement and the invoice or sales receipt and any fees set forth on the GlobalSCAPE Website, the invoice shall control. In the case of a conflict between this Agreement and the M&S Plan, this Agreement shall control. This Agreement may only be modified by a written document signed by GlobalSCAPE. No GlobalSCAPE reseller or distributor is authorized to change the terms of this Agreement. If any portion hereof is found to be void or unenforceable, then such provision shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable when applied to such facts or circumstances, with the objective of achieving as nearly as legally possible the same effect. Failure to exercise or delay in the exercise of any right or remedy under this Agreement shall not operate as a waiver thereof. If you are located outside the United States, then the following provision applies: Les parties aux présentes confirment leur intention que cette convention ainsi que tous les documents afférents soient rédigés dans la langue anglaise. (Translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language.")

Should you have any questions concerning this Agreement, or if you desire to contact GlobalSCAPE for any reason, please contact GlobalSCAPE by mail at: 4500 Lockhill-Selma Road, Suite 150, San Antonio, Texas, 78249 USA, by telephone at: +1 (210) 308-8267, or by electronic mail from: <http://www.globalscape.com> with copy to legal@globalscape.com.

Please print a copy of this Agreement for your records.

Rev. 06.15.2010