Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Version 20160504

1. **Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) 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's CSA 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 CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule 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 Government contracts as set forth in Government Order 4800.2H 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 General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of 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 CSA: (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 CSA. 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 verify Ordering Activity's compliance with this CSA.

(e) Termination. Clauses in the Manufacturer's CSA referencing termination or cancellation of the Manufacturer's CSA are hereby deemed to be deleted. Termination shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> Carahsoft may request cancellation or termination of the CSA 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 and the CSA will be governed by and construed in accordance with the laws of the United States.   All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).   Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.

(i) Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

(j) Customer Indemnities. All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All of the Manufacturer's CSA 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 of the Manufacturer's CSA 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 of the Manufacturer's CSA 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 GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).

(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's CSA, 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's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w)(1)(iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(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 CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA 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. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

LICENSE AGREEMENT FOR ZSCALER SOFTWARE

READ THIS LICENSE AGREEMENT (THE "AGREEMENT") BEFORE DOWNLOADING, INSTALLING, COPYING, ACCESSING, DEPLOYING, AND/OR USING THE SOFTWARE. BY DOWNLOADING, INSTALLING, ACCESSING, DEPLOYING, AND/OR OTHERWISE USING ALL OR ANY PART OF THE SOFTWARE OR BY CLICKING ON AN "ACCEPT" BUTTON, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE WORD "YOU" REFERS TO THE GOVERNMENT CUSTOMER (AGENCY) WHO, UNDER GSA SCHEDULE CONTRACTS, IS THE "ORDERING ACTIVITY," DEFINED AS AN "ENTITY AUTHORIZED TO ORDER UNDER GSA SCHEDULE CONTRACTS" AS DEFINED IN GSA ADM4800.2H, AS MAY BE REVISED FROM TIME TO TIME.

IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY'S END USERS, IT IS YOUR RESPONSIBILITY TO COMMUNICATE THE INFORMATION IN THIS AGREEMENT TO SUCH END USERS AND ENSURE COMPLIANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.

YOU FURTHER AGREE THAT IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT COMPANY OR LEGAL ENTITY TO THESE TERMS.

YOUR USE OF THE SOFTWARE IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, ACCESS, DEPLOY, CLICK ON AN "ACCEPT" BUTTON, AND/OR OTHERWISE USE THE SOFTWARE.

This Agreement sets forth the terms of the agreement between you and Zscaler, Inc. (herein referred to as "**Zscaler**.") You and Zscaler individually are referred to as a "**Party**," and you and Zscaler collectively are referred to as the "**Parties**." This Agreement governs your use of any Zscaler-provided software (herein referred to as "**Software**") for use on your mobile device or portable (laptop or desktop) computer.

This Agreement does not entitle you to any maintenance or support services. This Agreement will, however, govern the terms of your use of any updates, patches or other revisions to the Software should you be so entitled, unless Zscaler conditions your use of them on your acceptance of different terms.

1. **SCOPE OF LICENSE**. The Software is licensed, not sold. All right, title and interest in the Software remains with Zscaler or its licensors. Subject to your acceptance of and adherence to the terms and conditions of this Agreement, Zscaler grants you a revocable, non-exclusive, non- transferrable, non-sublicensable right to use the Software on a single compatible laptop, desktop, or personal mobile device, provided that you are its primary user, in order to connect to Zscaler's cloud services. Unless applicable law gives you more rights despite this limitation, you may use the Software only as expressly permitted in this Agreement. In doing so, you must comply with any technical limitations in the Software that allow you to use it only in certain ways. You may not:

    - Make any copy of the Software except for archival purposes;
    - Work around any technical limitations in the Software;
    - Reverse engineer, decompile or disassemble the Software, except and only to the extent that applicable law expressly permits, despite this limitation;
    - Publish or otherwise make the Software available for others to copy;
    - Disclose the results of testing, benchmarking or other performance or evaluation information related to the Software to any third party without the prior written consent of Zscaler;
    - Remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software or Documentation;
    - Modify or create derivative works of the Software or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Software);
    - Access or use the Software or Documentation for any competitive purposes (e.g. to gain competitive intelligence; to design or build a competitive product or service, or a product providing features, functions or graphics similar to those used or provided by Zscaler; to copy any features, functions or graphics; or to monitor availability, performance or functionality for competitive purposes)
    - Rent, lease or lend the Software; or
    - Sublicense or transfer the Software or this Agreement to any third party, whether voluntarily or by operation of law. Any such attempted sublicense or transfer shall be void and shall terminate your rights in the Software. Some third party software or other content included in the Software may be subject to other terms and conditions.

2. **DOCUMENTATION**. If documentation is provided with the Software ("**Documentation**"), you may copy and use the documentation for your internal, reference purposes only.

3. **RESERVATION OF RIGHTS.** The Software is owned and operated by Zscaler. The content, interfaces, computer code, and all other elements of the Software (the "**Zscaler Materials**"), are protected by copyright, trade dress, patent, and trademark laws of the United States and other jurisdictions, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between you and Zscaler, all Zscaler Materials, including intellectual property rights therein and thereto, are the sole and exclusive property of Zscaler or its subsidiaries or affiliated companies and/or its third-party licensors. Zscaler reserves

   all rights not expressly granted in this Agreement. You shall not acquire any right, title or interest to the Zscaler Materials, whether by implication, estoppel, or otherwise, except for the limited rights set forth in this Agreement.

4. **FEEDBACK.** If you provide Zscaler with any comments, bug reports, feedback, or modifications proposed or suggested by you for the Software ("**Feedback**"), such Feedback is provided on a non-confidential basis (notwithstanding any notice to the contrary you may include in any accompanying communication), and Zscaler shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Software. You hereby grant Zscaler a perpetual, irrevocable, nonexclusive license under all rights necessary to incorporate and use your Feedback for any purpose.

5. **PERSONAL DATA**. You understand that the Software may be used by you in combination with other Zscaler services to which you may subscribe in order to transmit from and receive in your mobile device certain personal data. Such data may include location- based information that tracks your whereabouts and that are contained in unique device identifiers (UDID) that you store or receive on or send from your mobile device or portable (laptop or desktop) computer ("**Personal Data**"). By agreeing to this Agreement, you expressly consent to Zscaler's collection, copying, storage and processing of your Personal Data. Zscaler will handle your Personal Data in accordance with Zscaler's privacy policy located on Zscaler's website, or as otherwise agreed to in writing by the Parties.

6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** THE SOFTWARE IS LICENSED "AS IS", WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ZSCALER DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, ACCURACY, RELIABILITY, AND NONINFRINGEMENT. UNDER NO CIRCUMSTANCES WILL ZSCALER BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF ZSCALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING THE PRECEDING, ZSCALER'S AGGREGATE LIABILITY, AND THAT OF ITS SUPPLIERS, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF US $10.00 OR THE AMOUNT YOU PAID FOR THE SOFTWARE, REGARDLESS OF THE THEORY OF RECOVERY, WHETHER BY CONTRACT, IN TORT OR UNDER STATUTE. These limitations apply to any claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. They also apply even if Zscaler knew or should have known about the possibility of the damages. They do not, however, limit Zscaler's liability to you in the event of death or personal injury resulting from Zscaler's negligence or for fraud. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH AN EVENT THE ABOVE LIMITATIONS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

7. **EXPORT RESTRICTIONS**. The Software contains encryption and is subject to export laws and regulations of the United States and to export and/or import control laws of other nations. You represent and warrant that you are not a citizen or otherwise located within, an embargoed nation (including without limitation, Cuba, Iran, North Korea, Syria, Sudan, Crimea Region of Ukraine, or any other country/region that becomes an embargoed nation) and you are not otherwise prohibited under any export laws from receiving the Software. These laws include additional restrictions on destinations, end users and end use. You must comply with all such laws and regulations in your use of the Software. Your rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this section or any other provision of this Agreement.

8. **APPLICABLE LAW**. This Agreement shall be governed by the Federal laws of the United States and without regard to conflict of law principles.

9. **LEGAL EFFECT**. This Agreement describes certain legal rights. You may have other rights under the laws of your country. This Agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

10. **RIGHTS OF THIRD PARTY LICENSORS**. To the extent any Zscaler licensor has any right or interest in or to the Software, such licensor shall be a third party beneficiary of this Agreement. To the extent portions of the Software are distributed under and subject to open source licenses obligating Zscaler to make the source code for such portions publicly available, Zscaler will make such source code portions (including Zscaler modifications, as appropriate) available upon request.

11. **ENTIRE AGREEMENT; MODIFICATION; SEVERABILITY**. This Agreement, the GSA Order and the GSA Multiple Award Schedule Contract, constitute the entire and sole agreement between the Parties with respect to the Software, and supersedes all prior and contemporaneous agreements relating to the Software, whether oral or written (including any inconsistent terms contained in a purchase order or other ordering document), except that the terms of a separate written agreement executed by an authorized Zscaler representative and you shall govern to the extent such terms are inconsistent or conflict with terms contained herein. Neither any modification to this Agreement nor any waiver of any rights hereunder shall be effective unless expressly agreed to in writing by the party to be charged. If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this Agreement.

12. **TERMINATION; SURVIVAL**. This Agreement is effective until terminated. Your rights under this Agreement will terminate automatically without notice from Zscaler if you (i) are no longer subscribed to Zscaler's cloud services or (ii) fail to comply with any term(s) of this Agreement. Upon the termination of this Agreement, you shall cease all use of the Software and destroy all copies, full or partial, of the Software and Documentation. The provisions of Sections 3, 4, 6, 7, 9, 11, and 13 shall survive the termination of this Agreement.

SIGNATURE PAGE TO FOLLOW

By signing below, you acknowledge and agree that you are an authorized representative with authority to sign this Agreement on behalf of the entity below (Customer).

ZSCALER, INC.   **[CUSTOMER]**

Signature:_____   **Signature:**_____

Name:_____   **Name:**_____

Title:_____   **Title:**_____

Date:_____   **Date:**_____

ZSCALER END USER SUBSCRIPTION AGREEMENT

        This End User Subscription Agreement ("**Agreement**") is entered into and effective as of _____ ("**Effective Date**") by and between Zscaler, Inc., a Delaware corporation, having its principal place of business at 110 Rose Orchard Way, San Jose, California 95134 ("**Zscaler**") and _____ , a _____ corporation, having its principal place of business at _____ ("**Customer**"). The word "Customer" refers to the Government Customer (Agency), under GSA Schedule Contracts, is the "Ordering Activity," defined as an "entity authorized to order under GSA Schedule contracts" as defined in GSA ADM4800.2H, as may be revised from time to time.

        WHEREAS, Customer has ordered one or more Zscaler services (collectively, the "**Services**") pursuant to an order with an authorized reseller of Zscaler ("**Reseller**");

        NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Zscaler and Customer agree that this Agreement, the GSA Order and the GSA Schedule Contract, will govern the rights and obligations of the parties with respect to the Services as follows:

1.   SUBSCRIPTION RIGHTS; PROPRIETARY RIGHTS; RESTRICTIONS AND GUIDELINES

1.1   Subscription Rights. Subject to the terms and conditions set forth in this Agreement,

For the Guest WiFi Protection or Shift services, Zscaler grants Customer a non-exclusive, non-transferable, non-assignable right to access and use the Services during the Subscription Term for the number of purchased Locations or Seats. A Seat may only be transferred from one individual to another if the original user is no longer permitted to access, and does not access, the Internet in connection with the Services. In an environment where no user authentication is present, every 2,000 DNS Transactions per day flowing through the Services shall be considered a "Seat" (i.e. the number of Seats used would be calculated by dividing the total number of DNS Transactions flowing through the Services per day by 2,000).

For all other Zscaler services, Zscaler grants Customer a non-exclusive, non-transferable, non-assignable right to access and use the Services during the Subscription Term for the number of purchased Seats. A Seat may only be transferred from one individual to another if the original user is no longer permitted to access, and does not access, the Internet in connection with the Services. In an environment where no user authentication is present, every 2,000 Transactions per day flowing through the Services shall be considered a "Seat" (i.e. the number of Seats used would be calculated by dividing the total number of Transactions flowing through the Services per day by 2,000).

"DNS Transaction" means a recursive DNS query sent from Customer through its use of the Services.
"**Location**" means a subscription for a specific access point to the Internet in connection with the Services.
"**Seat**" means a subscription for a specific individual user that accesses the Internet in connection with the Services.
"Transaction" means an HTTP or HTTPS request sent to or from Customer through its use of the Services.

1.2   Proprietary Rights. Customer acknowledges and understands that in providing the Services, Zscaler utilizes (i) the product names associated with the Services and other trademarks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively "**Zscaler Technology**"), and that the Zscaler Technology is covered by intellectual property rights owned or licensed by Zscaler ("**Zscaler IP Rights**"). Customer acknowledges and agrees that all right, title and interest in and to the Services, and all Zscaler IP Rights associated therewith and therein, shall at all times remain vested in Zscaler and its licensors, and other than the right to use expressly granted in this Agreement, Customer shall acquire no other rights, express or implied, in the Services or Zscaler IP Rights.

1.3   Zscaler's Responsibilities. Zscaler shall take commercially reasonable security measures to protect the confidentiality of Customer's web traffic. Zscaler reserves the right to manage bandwidth or route traffic across the Internet in a commercially optimal way. Zscaler reserves the right to suspend Services to Customer in the event Customer's use of the Services represents an imminent threat to Zscaler's network, or if so directed by a court or competent authority. In such cases, Zscaler will use its best efforts to promptly contact Customer and give Customer the opportunity to promptly change the configuration of its server(s) accordingly.

1.4   Customer's Responsibilities. Customer understands and agrees that the Services shall not include Customer's access connection to the Internet or any equipment necessary for Customer to make such connection, which shall be Customer's sole responsibility. Customer's use of the Services is subject to all applicable laws and regulations. Customer is solely responsible for its activities in using the Services, including without limitation the activities of Customer Users. In order for Zscaler to provide the Services, Customer is responsible for forwarding its web traffic to Zscaler via valid fixed PAC, IPSEC, and/or GRE tunnels. Customer agrees to supply Zscaler with any technical data and other information Zscaler may reasonably request to allow Zscaler to provide the Services to Customer.

1.5   Restrictions and Guidelines. Customer shall use the Services solely for its internal business purposes and shall only permit access to the Services by its employees, agents and third parties authorized by Customer to use the Services, including Customer guests for the Guest WiFi Protection or Shift services (collectively "**Customer Users**"). Customer shall not, and shall not permit or encourage Customer Users to: (i) modify, copy or make derivative works based on the Zscaler Technology; (ii) disassemble, reverse engineer, or decompile any of the Zscaler Technology; (iii) create Internet "links" to or from the Services, or "frame" or "mirror" any of Zscaler's content which forms part of the Services (other than on Customer's own intranet); (iv) use the Services to run automatic queries to web services; or (v) disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that Customer runs (or has run on its behalf by a third party) on the Services ("**Benchmarking**") without first notifying Zscaler in writing and giving Zscaler an opportunity to refute and/or validate such Benchmarking.

1.6   Suggestions/Feedback. Customer agrees that Zscaler shall have the right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer relating to the Services, to the extent it does not constitute Customer's Confidential Information.

1.7   <u>Customer Transaction Logs</u>. Zscaler will not access, read or copy any Customer data other than by electronic methods and solely for the purposes of providing the Services to Customer. In order to provide the Services under this Agreement,

For the Guest WiFi Protection or Shift services, Customer agrees that Zscaler shall have the right to use, reproduce, store, modify, and display the information from Customer's Raw Transaction Logs (i.e. the metadata of all network traffic sent to or received from Customer through its use of the Services) and Customer's Summarized Transaction Logs (i.e. the summarized versions of the Raw Transactions Logs) (collectively the "**Customer Transaction Logs**"). Customer Transaction Logs shall be considered Customer's Confidential Information as defined herein. Customer agrees that Zscaler may utilize the malware, spam, botnets or other information related to the Services for the purpose of: (i) maintaining, improving and/or analyzing the Services, (ii) complying with all legal or contractual requirements, (iii) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing the Services, and (iv) anonymously aggregating the content. Customer's Raw Transaction Logs shall be retained by Zscaler for rolling two (2) week periods during the Subscription Term, and Customer's Summarized Transaction Logs shall be retained by Zscaler for rolling six (6) month periods during the Subscription Term. Upon expiration of the Subscription Term, Customer agrees that all Customer Transaction Logs shall be deleted by Zscaler pursuant to the two-week or six-month retention cycle, unless Customer requests in writing that Zscaler maintains such Customer Transaction Logs for an additional time period, which is subject to an additional fee.

For all other Zscaler services, Customer agrees that Zscaler shall have the right to use, reproduce, store, modify, and display the information from Customer's transaction logs (i.e. the metadata of all network traffic sent to or received from Customer through its use of the Services) (hereinafter the "**Customer Transaction Logs**"). Customer Transaction Logs shall be considered Customer's Confidential Information as defined herein. Customer agrees that Zscaler may utilize the malware, spam, botnets or other information related to the Services for the purpose of: (i) maintaining, improving and/or analyzing the Services, (ii) complying with all legal or contractual requirements, (iii) making malicious or unwanted content anonymously available to its licensors for the purpose of further developing and enhancing the Services, and (iv) anonymously aggregating the content. Customer Transaction Logs shall be retained by Zscaler for rolling six (6) month periods during the Subscription Term. Upon expiration of the Subscription Term, Customer agrees that all Customer Transaction Logs shall be deleted by Zscaler pursuant to the six-month retention cycle, unless Customer requests in writing that Zscaler maintains such Customer Transaction Logs for an extended time period, which is subject to an additional fee.

1.8   <u>Excessive DNS Transactions (for the Guest WiFi Protection or Shift services)</u>. Zscaler incurs significant cost in providing the Services to Customer. Accordingly, for every Location, Customer shall be allowed a service consumption based on the number of monthly DNS Transactions purchased by Customer, and for every Seat, Customer shall be allowed a service consumption of up to 2,000 DNS Transactions per Seat per day. If Customer's service consumption "materially increases" (an increase greater than 50% shall be deemed a material increase) above the number of purchased DNS Transactions per month per Location or 2,000 DNS Transactions per day per Seat, Zscaler will notify Customer/Reseller and Customer agrees to work with Reseller/Zscaler on a reduction plan, or to work with Reseller/Zscaler to renegotiate pricing for the remainder of the Subscription Term. If the parties are unable to reach a mutually agreeable solution, Reseller/Zscaler may terminate the remaining portion of the Subscription Term without any liability to any party, except that Reseller shall refund to Customer any pre-paid fees pro-rated for the unused portion of the Subscription Term.

1.9   <u>Excessive Bandwidth Consumption (for all other Zscaler services)</u>. Zscaler incurs significant bandwidth cost in providing the Services to Customer. Accordingly, if Customer's average per-Seat bandwidth consumption "materially increases" (an increase greater than 50% shall be considered a "material increase") above the average per-Seat bandwidth level calculated by Zscaler over the ninety (90) day period following the start of the Services, Zscaler will notify Customer/Reseller and Customer agrees to work with Reseller/Zscaler on a bandwidth reduction plan, or to work with Reseller/Zscaler to renegotiate pricing for the remainder of the Subscription Term. If the parties are unable to reach a mutually agreeable solution, Reseller/Zscaler may terminate the remaining portion of the Subscription Term without any liability to any party, except that Reseller shall refund to Customer any pre-paid fees pro-rated for the unused portion of the Subscription Term.

1.10   <u>Additional Seats or Locations</u>. For any additional Seats or Locations needed during the Subscription Term, Customer agrees to place an additional order with Reseller for such additional Seats or Locations. Zscaler shall then make the Services available to the additional Seats or Locations based on the terms and conditions set forth in this Agreement, and the additional Seats or Locations shall be coterminous with the Subscription Term.

1.11   <u>Data Centers.</u> All standard data centers are included in Zscaler's subscription fees for the Services. However, use of data centers located in Australia, Mainland China, South America and South Africa ("**Premium Data Centers**") shall require additional fees for permanent users (i.e. not roaming users) based in such Premium Data Center locations. This Section 1.11 shall not apply to the Guest WiFi Protection or Shift services.

2.   CONFIDENTIALITY

2.1   <u>Confidential Information</u>. As used herein, "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party"**) to the other party ("**Receiving Party**") which is designated in writing as being confidential when Disclosing Party discloses such information or which the Receiving Party should reasonably understand to be confidential due to the nature of the disclosed information and/or circumstances surrounding the disclosure, including without limitation the terms and conditions of this Agreement, the Zscaler Technology, the Services, business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Confidential Information shall not include any information that: (i) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party.

2.2   <u>Non-Use and Non-Disclosure</u>. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information

of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. The Receiving Party may disclose the Disclosing Party's Confidential Information as required by law or court order provided: (i) the Receiving Party reasonably notifies the Disclosing Party in writing of the requirement for disclosure, unless notice is prohibited by law; and (ii) discloses only that portion of the Confidential Information legally required. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Agreement, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek specific performance and injunctive or other equitable relief.

3. SUBSCRIPTION TERM AND TERMINATION

3.1 Subscription Term. This Agreement shall be effective as of the Effective Date and continue until the expiration or termination of all Seats or Locations granted in accordance with this Agreement, as set forth in Customer's order with the Reseller ("**Initial Term**"). The Initial Term and any renewal terms together shall be considered the "**Subscription Term**."

3.2 Termination. Allegations of breach of contract and termination may be pursued in accordance with the Contract Disputes Act, 41 USC 7101 et seq. and FAR 52.233-1.The following Sections shall survive the termination or expiration of this Agreement for any reason: 1.2, 2, 3.2, 4.2, 4.3, 4.4 and 6.2 through 6.9.

4. WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION

4.1 Service Level Agreements. Zscaler grants Customer the Service Level Agreements set forth in Exhibit A (for all Zscaler services other than the Guest WiFi Protection or Shift services) and/or Exhibit B (for the Guest WiFi Protection or Shift services) attached hereto ("**Service Level Agreements**"), subject to the terms and conditions set forth therein.

4.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS, WITHOUT WARRANTY OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND ZSCALER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

4.3 Limitation of Liability.

A. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY SUCH PARTY OR THIRD PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ANY SUBSCRIPTION TO, OR USE OF THE SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION FEES PAID TO ZSCALER DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF ZSCALER WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN.

C. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. IN THESE JURISDICTIONS, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

4.4 Indemnification.

A. Zscaler will indemnify and hold Customer harmless, from and against any claim against Customer by reason of Customer's use of the Services as permitted hereunder, brought by a third party alleging that the Services infringe or misappropriate a third party's valid patent, copyright, trademark or trade secret (an "**IP Claim**"). Zscaler shall, at its expense, defend such IP Claim and pay damages finally awarded against Customer in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Zscaler for such defense, provided that (a) Customer promptly notifies Zscaler of the threat or notice of such IP Claim, (b) Zscaler may participate in the defense and/or settlement any such IP Claim (provided any such settlement unconditionally releases Customer of all liability), and (c) Customer fully cooperates with Zscaler in connection therewith. If use of the Services by Customer has become, or in Zscaler's opinion is likely to become, the subject of any such IP Claim, Zscaler may at its option and expense (a) procure for Customer the right to continue using the Services as set forth hereunder; (b) replace or modify the Services to make it non-infringing; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by Zscaler, terminate Customer's subscription to

the Services and refund Customer, on a pro-rated basis, any pre-paid subscription fees for the corresponding unused portion of Customer's Subscription Term. Zscaler will have no liability or obligation under this Section with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by Customer; (ii) modification of the Services by anyone other than Zscaler; or (iii) the combination, operation or use of the Services with other hardware or software not provided by Zscaler where the Services would not by itself be infringing.

B.   The provisions of this Section 4.4 state the sole, exclusive and entire liability of Zscaler to Customer and constitute Customer's sole remedy with respect to an IP Claim brought by reason of access to or use of the Services by Customer.

5.   SUPPORT SERVICES

Support services (the "**Support**") are available through Zscaler's helpdesk, which is operational 24 X 7 X 365. Upon reporting the incident (via phone, email or web), the incident will be assigned a unique Support ID number and such number must be used in all future correspondence until the incident is resolved. Standard Support is included in the fees for the Services; Premium Support and Premium Plus Support may be purchased by Customer for an additional fee. If Zscaler's helpdesk is not able to immediately help, the request for service will be logged and Zscaler will respond to the Customer according to the severity levels and Support levels below:

Zscaler Support	Standard	Premium	Premium Plus
Access 24 x 7 x 365	●	●	●
Phone / Web Portal / Admin UI	●	●	●
Online Training, User Guides, Articles	●	●	●
Support Experience Level	Level 1 Engineer (Pool)	Level 2 Engineer (Pool)	Technical Account Manager (Designated business hours)
Escalation Window for Severity 1 issues	8x5 - Local Time	24x7	24x7
Technical Account Manager (TAM) Engagement			Weekly, Monthly, Quarterly
Severity Levels			
P1 Response – An issue that prevents operation of critical documented functions with high frequency or duration.	2 hrs	30 min	15 min
P2 Response – An issue that consistently prevents operation of non-critical documented functions or occasionally impacts critical documented functions or a critical issue for which a temporary work around has been provided.	4 hrs	1 hr	30 min
P3 Response – An issue that has some impact on administration, non-critical operation or other secondary functions or a major issue for which a temporary work around has been provided.	12 hrs	3 hrs	2 hrs
P4 Response – The service is unaffected; Customer requests product related technical advice or general information and feature questions related to the Services.	48 hrs	4 hrs	4 hrs

Zscaler will provide the Support in a professional and workmanlike manner, but does not guarantee that every question or problem will be resolved. Zscaler's obligation to provide Support does not include services requested as a result of causes or errors which are not attributable to Zscaler. If, upon investigating the cause of the incident, Zscaler determines that there is a defect in the Services, Zscaler will provide a remedy in the form of a workaround, or another version of the Services that includes a bug fix for the defect. It is Customer's obligation to provide the support information necessary to understand and resolve the incident, which may include log files, configuration files and/or error messages.

In order for Zscaler to best support Customer during the Subscription Term, Customer also agrees to attend and support regularly scheduled quarterly business reviews with Zscaler.

6.   GENERAL

6.1   Customer Name and Logo. Upon prior written consent, Zscaler may use Customer's name and logo to indicate that Customer has subscribed to the Services. Any other use shall be mutually agreed upon in writing by the parties.

6.2   Export Compliance and Use. The Services and other software or components of the Services which Zscaler may provide or make available to Customer may be subject to United States export control and economic sanctions laws and other foreign trade controls. Customer agrees to comply with applicable laws in connection with its performance hereunder, including without limitation, applicable U.S. and foreign export controls, economic sanctions, and other trade controls. Customer agrees to indemnify Zscaler for any breach of this provision.

6.3   Notice. All notices to be provided by Zscaler to Customer under this Agreement may be delivered in writing by (i) courier or first class mail (or the local equivalent) to the mailing address provided by Customer; or (ii) e-mail to the e-mail address provided by Customer. Customer must give notice to Zscaler in writing by courier or first class mail (or the local equivalent) to Zscaler's corporate headquarters. All notices shall be deemed to have been given immediately upon delivery by e-

mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being sent by courier or first class mail (or the local equivalent). Notwithstanding anything stated in this Agreement, in the case of trials/evaluations/POCs, Zscaler may terminate such account at any time in its sole discretion and notification may be sent through the Services or verbally (in addition to the other ways set forth in this Section).

6.4   Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

6.5   Severability. If any provision in this Agreement is held by a court or arbitrator of competent jurisdiction to be unenforceable, such provision shall be modified by the court or arbitrator and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

6.6   Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party.

6.7   Governing Law. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the Federal laws of the United States, without regard to its conflicts of law provisions.

6.8   Force Majeure. Neither party shall have any liability for any breach of this Agreement, including without limitation breach of any Service Level Agreements, that is due in whole or in part to (i) an event of Force Majeure; (ii) acts or omissions by the other party or its staff, officers, agents, or contractors that are in contravention of this Agreement (e.g. deliberate self-infliction, including deliberate downloading of viruses); or (iii) acts or omissions of any third parties not under a party's control. "**Force Majeure**" means any delay, failure in performance, loss or damage due to: fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts or omissions of internet traffic carriers (or other problems inherent in the use of the Internet or electronic communications), acts or omissions of regulatory or governmental agencies, or other such causes beyond either party's reasonable control.

6.9   Entire Agreement. This Agreement, the GSA Order and the GSA Schedule Contract, constitutes the entire agreement between the parties as to its subject matter, and supersedes all other agreements, terms, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. The terms and conditions stated in this Agreement supersede any different terms and conditions contained in any "click-through" end user subscription agreement entered into between the parties.

By signing below, you acknowledge and agree that you are an authorized representative with authority to sign this Agreement.

ZSCALER, INC.   **[CUSTOMER]**

By:_____   By: _____

Print Name:_____   Print Name: _____

Title:_____   Title: _____

Date:_____   Date: _____

1. General Provisions

1.1 In order for any of the below Service Level Agreements to apply, (i) Customer must subscribe to the Zscaler service that provides the applicable Service Level Agreement, and (ii) Customer's network must be properly configured on a 24X7X365 basis in a manner that allows Customer to take advantage of Zscaler's redundant global infrastructure that is made available as part of the Services.

1.2 As used herein, (i) a "Session" means any non-HTTP or HTTP request sent to or from Customer through its use of the Services; and (ii) a "Data Packet" means a unit of data made into a single Internet Protocol (IP) package that travels along a given network path.

1.3 The Services will scan as much of the traffic downloaded as technically possible; however, it may not be possible to scan items that (i) are encrypted, encapsulated, tunneled, compressed, modified from their original form for distribution, (ii) have product license protection, or (iii) are under the direct control of the sender (e.g. password protected). Such items are excluded from the Service Level Agreements set forth herein.

1.4 The Service Credits set forth below shall be Customer's sole and exclusive remedy for failing to meet the applicable Service Level Agreement. In order to be eligible for a Service Credit, (i) Customer cannot be past due on any payments owed, and (ii) Customer must request a Service Credit via a support ticket within five (5) business days from the time Customer becomes eligible to receive a Service Credit. Zscaler will research the incident(s) to determine if a Service Level Agreement was not met, as set forth herein, and provide a response to the Customer no later than ten (10) days after the end of the month in which the incident occurred. For example, if the incident occurred on November 15th, and a support ticket was raised by Customer on or before November 20th, Zscaler would respond to Customer with the Service Level Agreement calculation by December 10th. Failure to comply with (i) and/or (ii) will forfeit Customer's right to receive a Service Credit. The aggregate maximum Service Credit that Zscaler will issue to Customer for failing to meet any Service Level Agreements in a single calendar month will not exceed thirty (30) calendar days of Services at no charge added to the end of Customer's Subscription Term.

2. Service Availability Agreement

Zscaler warrants that the Services will be available to accept Customer's Transactions and Sessions 100% of the total hours during every month Customer uses the Services (the "**Service Availability Agreement**"). Service Availability is computed as a ratio of the number of Transactions and Sessions processed by Zscaler in any affected calendar month on behalf of Customer, to the number of qualified Transactions and Sessions that should have been processed. Transactions and Sessions would not be considered qualified (and hence would not be factored into this computation) due to the following:

a) Customer's network is not forwarding traffic to Zscaler;
b) An intermediate ISP (other than Zscaler's direct ISP(s)) is not delivering traffic to Zscaler; and/or
c) Customer implements a policy change causing a drop in Transactions and Sessions.

Failure to meet this Service Availability Agreement results in a Service Credit as follows:

Percentile of Transactions and Sessions Processed During a Month by Zscaler	Service Credit Expressed as Calendar Days of Services Added to the End of the Subscription Term at No Charge to Customer
>= 99.999%	0 days
< 99.999% but >= 99.99	3 days
< 99.99% but >= 99.00%	7 days
< 99.00% but >= 98.00%	15 days
< 98.00%	30 days

3. Latency Agreement

Zscaler warrants it will process the content of Customer's Transactions/Data Packets with an average latency over a calendar month of 100 milliseconds or less for the 95th percentile of traffic (the "**Latency Agreement**"). The Latency Agreement is only applicable to qualified Transactions which meet the following criteria:

a) Less than 1 MB HTTP GET request and response;
b) Not SSL-intercepted;
c) Not related to streaming applications;
d) Not subject to bandwidth management rules (QoS enforcement); and
e) A reasonable number of Transactions per Seat (based on Zscaler's cloudwide average).

The processing of content is measured from when the Zscaler proxy receives the content to the point when the Zscaler proxy attempts to transmit the content. Failure to meet this Latency Agreement results in a Service Credit as follows:

Percentile of Qualified Transactions/Data Packets With Average Latency of 100 Milliseconds or Less	Service Credit Expressed as Calendar Days of Services Added to the End of the Subscription Term at No Charge to Customer
>= 95.00%	0
< 95.00% but >= 94.00%	7 days
< 94.00% but >= 90.00%	15 days
< 90.00%	30 days

4. Virus Capture Rate Agreement

Zscaler warrants it will capture 100% of all Known Viruses transmitted through the Transactions (the "**Virus Capture Rate Agreement**"). Virus capture rate is calculated by dividing the virus-infected Transactions blocked by the total virus-infected Transactions received by Zscaler on behalf of Customer. "Known Virus" means a virus for which, at the time of receipt of content by Zscaler: (i) a signature has already been made publicly available for a minimum of one (1) hour for configuration by Zscaler's third party commercial scanner; and (ii) is included in the "Wild List" held at http://www.wildlist.org and identified as being "In the Wild" by a minimum of three (3) Wild List participants.

For the Virus Capture Rate Agreement to apply, Customer must utilize the Services in accordance with the recommended anti-virus settings on Customer's user interface. Customer's systems are deemed to be infected if a Known Virus contained in a Transaction received through the Services has been activated within Customer's systems, either automatically or with manual intervention. In the event that Zscaler detects but does not stop a Known Virus, Zscaler will promptly notify Customer, providing sufficient information to enable Customer to identify and delete the Known Virus. If such notification by Zscaler, and a subsequent action by Customer, results in a prevention of infection, the Service Credit shall not apply. Failure of Customer to promptly act on such information provided by Zscaler will invalidate the Service Credit.

Failure to meet the Virus Capture Rate Agreement results in a Service Credit as follows:

Virus Capture Rate	Service Credit Expressed as Calendar Days of Services Added to the End of the Subscription Term at No Charge to Customer
>= 99.00%	7 days
< 99.00% but >= 98.00%	15 days
< 98.00%	30 days

EXHIBIT B
SERVICE LEVEL AGREEMENTS FOR THE GUEST WIFI PROTECTION AND SHIFT SERVICES

1. General Provisions

1.1 In order for any of the below Service Level Agreements to apply, (i) Customer must subscribe to the Guest WiFi Protection or Shift services, and (ii) Customer's network must be properly configured on a 24X7X365 basis in a manner that allows Customer to take advantage of Zscaler's redundant global infrastructure that is made available as part of the Services.

1.2 The Services will scan as much of the traffic downloaded as technically possible; however, it may not be possible to scan items that (i) are encrypted, encapsulated, tunneled, compressed, modified from their original form for distribution, (ii) have product license protection, or (iii) are under the direct control of the sender (e.g. password protected). Such items are excluded from the Service Level Agreements set forth herein.

1.3 The Service Credits set forth below shall be Customer's sole and exclusive remedy for failing to meet the applicable Service Level Agreement. In order to be eligible for the Service Credits, (i) Customer cannot be past due on any payments owed, and (ii) Customer must log a support ticket within five (5) business days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with (i) and/or (ii) will forfeit Customer's right to receive a Service Credit. The aggregate maximum number of Service Credits that Zscaler will issue to Customer for failing to meet any Service Level Agreements in a single calendar month will not exceed thirty (30) calendar days of Services at no charge added to the end of Customer's Subscription Term.

2. Service Availability Agreement

Zscaler warrants that the Services will be available to accept Customer's outbound DNS Transactions 100% of the total hours during every month Customer uses the Services (the "**Service Availability Agreement**"). The Guest WiFi Protection and Shift services are monitored by a third party service (Site 24x7 by ZOHO), and Service Availability is validated by this third party service.

Failure to meet this Service Availability Agreement results in a Service Credit as follows:

Percentile of DNS Transactions Processed During a Month by Zscaler	Service Credit Expressed as Calendar Days of Services Added to the End of the Subscription Term at No Charge to Customer
>= 99.99%	0
< 99.99% but >= 99.9%	15 days
< 99.9%	30 days

3. Latency Agreement

Zscaler warrants that it will process the content of Customer's DNS Transactions with an average latency over a calendar month of two (2) milliseconds or less for the 95th percentile of traffic (the "**Latency Agreement**"). The Latency Agreement is only applicable to qualified DNS Transactions which meet the following criteria:

a) The lookup is already cached by Zscaler's recursive DNS server, or if it's not cached, the response time of the authoritative DNS server is not counted as part of this Latency Agreement; and
b) A reasonable level of service consumption (based on the number of purchased DNS Transactions per Location or Zscaler's cloudwide

average per Seat). Failure to meet this Latency Agreement results in a Service Credit as follows:

Percentile of Qualified DNS Transactions With Average Latency of 2 Milliseconds or Less	Service Credit Expressed as Calendar Days of Services Added to the End of the Subscription Term at No Charge to Customer
>= 95%	0
< 95% but >= 94%	7 days
< 94% but >= 90%	15 days
< 90%	30 days

Private ZEN Terms and Conditions

These Private ZEN Terms and Conditions ("**PZEN Terms**") are effective as of _____ and govern the delivery, use and maintenance of any Private Zscaler Enforcement Nodes (each a "**PZEN**") provided in connection with a valid order between Zscaler, Inc. ("**Zscaler**") and _____ ("**Customer**") or between Customer and an authorized reseller of Zscaler ("**Reseller**"). The word "Customer" refers to the Government Customer (Agency) who, under GSA Schedule Contracts, is the "Ordering Activity," defined as an "entity authorized to order under GSA Schedule Contracts" as defined in GSA Order ADM4800.2H, as may be revised from time to time. All terms and conditions in the End User Subscription Agreement, the GSA Order, the GSA Schedule Contract (the "**Agreement**") by and between Zscaler and Customer shall remain in full force and effect, and these PZEN Terms are expressly incorporated into the Agreement. Any capitalized terms used in these PZEN Terms but not defined herein shall have the meaning as given in the Agreement.

1. **Rights, Restrictions and Title.**

    1.1   Rights. Subject to the terms and conditions herein, Zscaler shall permit Customer to install at Customer's premises or a data center selected by Customer one or more PZENs ordered pursuant to an applicable Order and to utilize such PZENs solely to connect to the Services. Customer agrees that Zscaler shall have the ability to perform any maintenance or make any alterations, updates, enhancements, additions or improvements to the PZENs at any time without Customer's consent. Except as otherwise permitted herein, Customer will not, and will not permit, any third party (including any employees, agents or contractors of Customer) other than Zscaler or its agents, to access or service any PZENs following initial installation.

    1.2   Restrictions on Use. Customer agrees to use the PZENs only in accordance with instructions provided by Zscaler. The PZENs may only be used with hardware and software provided by Zscaler. Customer agrees not to (i) reverse engineer, disassemble, decompile, translate, reconstruct, transform, disable, or alter the PZENs, or any portion thereof, except where such restriction is not permitted under applicable law, (ii) load any other software onto the PZENs; or (iii) grant any third party access to or use of the PZENs, or any portion thereof, whether on a service bureau, timesharing, subscription service, rental or application service provider basis or otherwise. Customer shall not, without Zscaler's consent, make any alterations, updates, enhancements, additions or improvements to the PZENs. Notwithstanding the preceding, Zscaler may ask Customer to perform reboots, hardware swaps, etc. on the PZENs.

    1.3   Delivery. Each PZEN shall be suitably packed for shipment in Zscaler's standard cartons, marked for shipment at Customer's address specified in the applicable Order, and delivered to a carrier or forwarding agent chosen by Zscaler. Zscaler will cover all costs of shipping, duties and taxes related to the PZENs; however, Customer agrees to assist Zscaler with any applicable customs clearance processing related to international shipments.

    1.4   Title and Ownership. As between Zscaler and Customer, the PZENs, including all hardware and software therein, are and shall remain the sole property of Zscaler. Zscaler shall retain title and ownership of the PZENs. Customer shall not sell, lease, transfer, abandon, pledge, loan, mortgage, or attempt in any other manner to dispose of the PZENs, or suffer or permit any security interests, liens and other encumbrances to be incurred or levied on the PZENs.

2. **Customer Obligations.**

    2.1   Customer Representative. Customer shall appoint at least one technical representative who will be fully trained, at Customer's expense, and qualified to maintain the integrity of the PZENs at Customer's installation location. The technical representative shall at least have a general understanding of Customer's platform and the PZENs. Both parties shall determine how many technical representatives should be appointed based on factors such as the number and complexity of the PZENs being deployed and the size of the Services being supported. The technical representative(s) shall handle all technical communications from Customer to Zscaler. All information and materials provided by Zscaler pursuant to these PZEN Terms or the Agreement shall be routed to the technical representative(s) and shall be protected as Zscaler's Confidential Information (as defined in the Agreement). Customer must ensure that Zscaler is provided 24x7 access to personnel of Customer that have authority and the ability to support Zscaler's remediation efforts, if required. Customer must further ensure that Zscaler is at all times provided remote connectivity access to each PZEN in Customer's possession or control.

    2.2   Installation and Operation. Customer agrees that it will maintain at all times a minimum of two (2) concurrently active PZENs per installation location. Customer shall ensure that: (i) the PZENs are installed and operated according to applicable Zscaler specifications and recommendations that have been provided to Customer; (ii) a continuous, uninterrupted and suitable power supply is utilized and temperature, humidity and other environmental conditions recommended by Zscaler have been implemented and reasonably maintained; (iii) suitable surge protection devices have been implemented; (iv) the PZENs are connected to the Internet through no less than two (2) discrete Internet providers with redundant Internet service capabilities; (v) no other equipment or software that may have an adverse impact on the PZENs are introduced; (vi) no repair attempts or other changes are made by Customer or any third party to any PZENs, other than with the express approval of Zscaler; (vii) Customer does not mishandle, neglect, abuse, vandalize, drop, jolt, transport to another location (unless authorized by Zscaler), damage by fire, lighting or water (especially including damage caused by spilled beverages), or otherwise subject the PZENs to unusual physical stress beyond Zscaler's specified operating capabilities, (viii) Customer shall not move the PZENs from one physical location to another without prior approval from Zscaler, (ix) Customer assumes responsibility to configure firewall to control access to the Services on the PZENs, provided that the firewall rules are compliant with the deployment guide published by Zscaler, and (x) Customer assumes responsibility to connect the PZENs Ethernet interfaces to a Gigabit Ethernet switch (not 10/100Mbps) to meet Zscaler Service Level Agreements per the Agreement.

2.3   Failure to Comply. ZSCALER SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES UNDER THESE PZEN TERMS RESULTING FROM CUSTOMER'S FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION 2.

3.   Maintenance Services.

3.1   Maintenance Services. Subject to Customer's payment of applicable fees, Customer shall receive from Zscaler   the   Maintenance Services in accordance with these PZEN Terms, which shall include the following:

3.1.1   PZEN Hardware and Software. Zscaler will provide to Customer the required hardware and software for initial installation of the PZENs at the Customer's designated site.

3.1.2   Remote Management. Zscaler will provide periodic remote management of the PZENs, including remote upgrades of software, in accordance with Zscaler's standard release and maintenance practices.

3.1.3   Hardware Repair/Replacement. Zscaler will use commercially reasonable efforts to provide repair and/or replacement of hardware for PZENs in accordance with the terms set forth in Section 3.2.

3.2   Maintenance of PZENs.

3.2.1   Return Procedure. In the event of hardware failure, Zscaler Support will be in contact with Customer or Customer may in advance contact Zscaler Support. Customer will be required to validate and troubleshoot the hardware failure. If Zscaler Support validates a reported hardware failure, Customer may return the PZEN(s) to Zscaler at Zscaler's expense. Zscaler will ship a replacement PZEN to Customer, which may take up to 6 weeks depending on Customer's location.

3.2.2   Replacement and Upgrades. During the Term, Zscaler will provide replacement part(s) to Customer, provided that Customer is current on its payment obligations hereunder. From time to time, Zscaler may require Customer to update or replace hardware or other elements of the PZENs to enhance or maintain the performance of certain Services. In such instances, Zscaler may supply Customer with updated parts or software at no additional cost

3.3   Exclusions. Zscaler shall have no obligation to provide Maintenance Services for, or to otherwise support, any (i) third party devices (whether hardware, software, cabling, or otherwise) not provided by Zscaler, or any issues with the PZENs that may be caused by such devices; (ii) PZENs that have been modified by someone other than Zscaler personnel or Zscaler-authorized third parties; (iii) PZENs damaged, whether by fire, power surge, or other events beyond Zscaler's reasonable control; (iv) problems caused by the use of PZENs in an environment other than that for which it was designed, as specified in the documentation and herein; or (v) any PZENs obtained from any party other than Zscaler or Reseller.

4.   Term; Termination.

4.1   Term and Termination. These PZEN Terms shall be in effect for so long as Customer maintains an active subscription to the Services and shall automatically terminate as of the date Customer's subscription to the Services terminates or expires.

4.2   Effect of Termination. Customer agrees to return to Zscaler, within fifteen (15) days of termination or expiration of these PZEN Terms, all PZENs and other Zscaler proprietary materials in Customer's possession or control. Unless otherwise agreed, upon expiration or termination of these PZEN Terms, Customer shall return all PZENs to Zscaler freight prepaid and properly insured, in good working order, with reasonable wear and tear. In the event a PZEN is not returned in such condition, Zscaler may submit a claim for damages in accordance with the Contract Disputes Act.

5.   Disclaimer; Limitation of Liability.

5.1   Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THESE PZEN TERMS, ZSCALER HEREBY DISCLAIMS WITH RESPECT TO ALL PZENS, SERVICES, SYSTEMS, SPARE PARTS AND COMPONENTS OR LOANER EQUIPMENT (IF ANY) PROVIDED HEREUNDER, ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. ZSCALER DOES NOT WARRANT THAT THE PZENS, INCLUDING ANY HARDWARE, SOFTWARE, SPARE PARTS, COMPONENTS OR LOANER EQUIPMENT (IF ANY), WILL BE ENTIRELY FREE FROM DEFECTS OR MALFUNCTION.

5.2   Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFIT, LOST DATA, BUSINESS INTERRUPTION, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER HEREIN, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY. EXCEPT FOR DAMAGES ARISING FROM BODILY INJURY CAUSED SOLELY BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ZSCALER, ZSCALER SHALL NOT BE LIABLE FOR ANY AMOUNT EXCEEDING THE TOTAL AMOUNTS ACTUALLY PAID TO ZSCALER FOR THE PZENS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CLAIM GIVING RISE TO THE LIABILITY.

6. **Export Compliance and Entire Agreement.**

6.1 <u>Export Compliance</u>. The PZENs and other software or components of the Services which Zscaler may provide or make available to Customer may be subject to United States export control and economic sanctions laws and other foreign trade controls. Customer agrees to comply with applicable laws in connection with its performance hereunder, including without limitation, applicable U.S. and foreign export controls, economic sanctions, and other trade controls. Customer may not access or use the PZENs from an embargoed nation, including without limitation, Cuba, Iran, North Korea, Syria, Sudan, Crimea Region of Ukraine, or any other country/region that becomes an embargoed nation. Customer agrees to indemnify Zscaler for any breach of this provision.

6.2 <u>Entire Agreement</u>. These PZEN Terms, the GSA Order, the GSA Schedule Contract, and the Agreement constitute the entire agreement between the parties as to its subject matter, and supersede all other agreements, terms, proposals or representations, written or oral, concerning the subject matter of these PZEN Terms. No modification, amendment, or waiver of any provision of these PZEN Terms or the Agreement shall be effective unless in writing and signed by both parties.

By signing below, you acknowledge and agree that you are an authorized representative with authority to sign these PZEN Terms.

ZSCALER, INC.   **[CUSTOMER]**

Signature: _____   **Signature:** _____

Name: _____   **Name:** _____

Title: _____   **Title:** _____

Date: _____   **Date:** _____

Virtual ZEN Terms and Conditions

These Virtual ZEN Terms and Conditions ("**VZEN Terms**") are effective as of _____ and govern the use and of any Virtual Zscaler Enforcement Nodes (each a "**VZEN**") provided in connection with a valid order between Zscaler, Inc. ("**Zscaler**") and _____ ("**Customer**") or between Customer and an authorized reseller of Zscaler ("**Reseller**"). The word "Customer" refers to the Government Customer (Agency) who, under GSA Schedule Contracts, is the "Ordering Activity," defined as an "entity authorized to order under GSA Schedule Contracts" as defined in GSA Order ADM4800.2H, as may be revised from time to time. All terms and conditions in the End User Subscription Agreement, GSA Order, and the GSA Schedule Contract (the "**Agreement**") by and between Zscaler and Customer shall remain in full force and effect, and these VZEN Terms are expressly incorporated into the Agreement. Any capitalized terms used in these VZEN Terms but not defined herein shall have the meaning as given in the Agreement.

1. **Rights and Restrictions.**

    1.1   <u>Rights</u>. Subject to the terms and conditions herein, Zscaler grants you a revocable, non-exclusive, non- transferrable, non-sublicensable right to use and host one or more VZENs to either connect to the Services or use the Services locally on the VZEN. Since the VZENs are deployed behind Customer's firewall in Customer's network, Zscaler shall have no access to or control of the operation and/or use of the VZENs. As such, any Service Level Agreements granted to Customer under the Agreement shall not apply to any traffic flowing through the VZENs. If documentation is provided with the VZEN ("**Documentation**"), you may copy and use the Documentation for your internal, reference purposes only.

    1.2   <u>Proprietary Rights</u>. Customer acknowledges that in providing the VZENs, Zscaler utilizes (i) the product names associated with the Services and other trademarks; (ii) certain audio and visual information, documents, VZEN and other works of authorship; and (iii) other technology, VZEN, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively "**Zscaler Technology**"), and that the Zscaler Technology is covered by intellectual property rights owned or licensed by Zscaler ("**Zscaler IP Rights**"). Customer acknowledges and accepts that, as between the parties, all right, title and interest in and to the VZENS, and all Zscaler IP Rights associated therewith and therein, shall at all times remain vested in Zscaler and its licensors, and other than the right to use expressly granted herein, Customer shall acquire no other rights, express or implied, in the VZENs.

    1.3   <u>Installation and Operation</u>. Customer agrees that: (i) the VZENs must be installed and operated according to applicable Zscaler specifications and recommendations that have been provided to Customer, including but not limited to ensuring that VZENs are installed in locations with sufficient bandwidth to access the Services; and (ii) it will maintain at all times a minimum of two (2) concurrently active VZENs per installation location. Customer further acknowledges and agrees that Zscaler is not responsible for (i) any unauthorized changes made to the VZENs by Customer or any other third party not authorized by Zscaler; (ii) any other software installed on the VZENs by Customer not provided by or authorized by Zscaler; or (iii) Customer's failure to comply with any of the terms and conditions herein regarding the VZENs.

    1.4   <u>Vulnerability Disclosure and Statistics</u>. In the event that Customer discovers a vulnerability that affects the confidentiality, integrity or availability of the VZENs, Customer agrees (i) to immediately contact Zscaler and provide pertinent details required to recreate the vulnerability and (i) not to publically disclose any such vulnerability. If required, Zscaler may reach out to Customer in order to gather additional details required to recreate the vulnerability. In addition, Customer agrees that Zscaler may collect aggregate statistics regarding the health, status, configuration and performance of the VZENs.

    1.5   <u>Guidelines and Restrictions</u>. Customer shall use the VZENs solely for its internal business purposes and shall only permit access to the Services by its employees, agents and third parties authorized by Customer to use the VZEN (collectively "**Customer Users**"). Customer shall not, and shall not permit or encourage Customer Users to:

- Reverse engineer, decompile or disassemble the VZEN, except and only to the extent that applicable law expressly permits, despite this limitation;
- Work around any technical limitations in the VZEN;
- Disclose the results of testing, benchmarking or other performance or evaluation information related to the VZEN to any third party without the prior written consent of Zscaler;
- Remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the VZEN or Documentation;
- Modify or create derivative works of the VZEN or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the VZEN);
- Access or use the VZEN or Documentation for any competitive purposes (e.g. to gain competitive intelligence; to design or build a competitive product or service, or a product providing features, functions or graphics similar to those used or provided by Zscaler; to copy any features, functions or graphics; or to monitor availability, performance or functionality for competitive purposes)
- Rent, lease or lend the VZEN; or
- Sublicense or transfer the VZEN or this Agreement to any third party, whether voluntarily or by operation of law. Any such attempted sublicense or transfer shall be void and shall terminate your rights in the VZEN. Some third party VZEN or other content included in the VZEN may be subject to other terms and conditions.

    1.6   <u>Suggestions/Feedback</u>. Customer agrees that Zscaler shall have the right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer relating to the VZEN, to the extent it does not constitute Customer's Confidential Information.

2.   Term and Termination. These VZEN Terms, and Customer's right to use the VZENs, shall be in effect for the agreed license term as set   forth in Customer's order with Zscaler or Reseller.

3.   Disclaimer; Limitation of Liability.

3.1   Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE VZENS ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS, WITHOUT WARRANTY OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND ZSCALER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

3.2   Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFIT, LOST DATA, BUSINESS INTERRUPTION, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER HEREIN, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY AMOUNT EXCEEDING THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER FOR THE VZENS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CLAIM GIVING RISE TO THE LIABILITY.

4.   Export Compliance and Use. The VZEN may be subject to United States export control and economic sanctions laws and other foreign trade controls. Customer agrees to comply with applicable laws in connection with its performance hereunder and use of the VZEN, including without limitation, applicable U.S. and foreign export controls, economic sanctions, and other trade controls. Customer represents and warrants that no Customer User is a citizen or otherwise located within, an embargoed nation (including without limitation, Cuba, Iran, North Korea, Syria, Sudan, Crimea Region of Ukraine, or any other country/region that becomes an embargoed nation) and is not otherwise prohibited under any export laws from installing and/or using the VZEN. Customer agrees to indemnify Zscaler for any breach of this provision.

5.   Entire Agreement. These VZEN Terms, the GSA Order, the GSA Schedule Contract, and the Agreement constitute the entire agreement between the parties as to its subject matter, and supersede all other agreements, terms, proposals or representations, written or oral, concerning the subject matter of these VZEN Terms. No modification, amendment, or waiver of any provision of these VZEN Terms or the Agreement shall be effective unless in writing and signed by both parties.

By signing below, you acknowledge and agree that you are an authorized representative with authority to sign these VZEN Terms.

ZSCALER, INC.   **[CUSTOMER]**

Signature: _____   **Signature:** _____

Name: _____   **Name:** _____

Title: _____   **Title:** _____

Date: _____   **Date:** _____