

**OPENVPN
MASTER PRODUCT AND SERVICES AGREEMENT**

THIS MASTER PRODUCT AND SERVICES AGREEMENT, dated as of the above date, (hereafter this “Master Agreement”) is entered into between OpenVPN Inc., a Delaware corporation (“OpenVPN”) and the person identified above as the “Customer” (collectively the “parties” and individually a “party”) with reference to the following:

OpenVPN is the developer and owner of the OpenVPN software protocol and products, and it provides services to customers featuring the use of the OpenVPN protocol. The Customer wishes to obtain a license to use the OpenVPN products and/or to receive these services. This Agreement sets forth the general terms and conditions governing the terms under which OpenVPN will provide these products and services and the parties’ rights and obligations with respect to these products and services.

In view of the foregoing facts, the parties agree as follows:

1. Certain Definitions. In addition to any other capitalized terms that are defined elsewhere in this Master Agreement, the following terms have the meanings below for the purposes of this Master Agreement.

a. “Ancillary Agreement” means any of the other agreements identified in Sections 3 and 4 that the parties may enter depending upon the Products and Services for which the Customer is subscribing. The term “applicable Ancillary Agreement” means an Ancillary Agreement that pertains to that Product or Service.

b. “Affiliate” means: (i) a person of which a party, directly or indirectly, owns or controls a majority of that person’s voting ownership interests or otherwise has the power to direct the business and affairs of that person; (ii) a person who, directly or indirectly, owns or controls a majority of the voting ownership interests of a party or who otherwise has the power to direct the business and affairs of that party; and (iii) a person who is under common control with that party.

c. “Intellectual Property Rights” means patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, trade secret rights and other rights in intangible personal property that now exist or may exist in the future, as well as rights in applications, registrations, renewals, and extensions of those rights under the laws of any state, country, or other jurisdiction.

d. “OpenVPN Website” means all websites owned and operated by OpenVPN or owned and operated by OpenVPN in the future, including that website located on the Internet at <https://openvpn.net/>.

e. “Personal Information” means data pertaining to a person that is subject to protection, including limits on disclosure and removal upon the request of the person to whom that data belongs under the laws of the jurisdiction governing the processing and storage of that information, including: (i) the California Consumer Privacy Act; (ii) the Canadian Personal Information Protection and Electronic Documents Act; (iii) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (“GDPR”); (iv) the GDPR as it forms part of UK law by virtue of section 3 of the UK European Union (Withdrawal) Act 2018 and the UK Data Protection Act 2018; (v) the Swiss Federal Data Protection Act of 19 June 1992 and its Ordinance (“Swiss DPA”) (vi) the Brazilian General Data Protection Law; (vii) the Privacy Act 1988 of Australia, as amended, or (viii) any other applicable regulation or legislation which requires heightened restrictions on personally

identifiable information or similar information, whether currently in force or implemented in the future.

f. “Product and Service” means the computer software OpenVPN is licensing to the Customer and the service OpenVPN is providing to the Customer described in the Product and Service Order signed by OpenVPN and that Customer and the Product License and Service Agreement for that Product or Service.

g. “Product License and Service Agreement” has the definition given in Section 3.

h. “Product and Service Order” means a document with that name which OpenVPN and the Customer sign (either by electronic or manual signature or by otherwise evidencing its agreement to its terms on-line) that identifies the specific Product and Service OpenVPN will provide to the Customer, the amount the Customer will pay for that Product or Service, incorporates this Master Agreement and applicable Ancillary Agreements by reference, and contains such other terms related to the Product and Service to which parties agree. For Products and Services purchased through third party vendors (such as AWS Marketplace) the Product and Service Order will be the order form the Customer completes on that third party site setting forth the information described in the previous sentence. This Master Agreement will apply to all Product and Service Orders between the Customer and OpenVPN.

i. “Product and Service Term” has the definition given in Section 6.b.

2. Products and Services/Agreements. Subject to the Customer’s compliance with the terms and conditions in this Master Agreement and applicable Ancillary Agreements, OpenVPN will provide the Products and Services listed in one or more Product and Service Orders. The right of the Customer to receive and use a Product or Service and OpenVPN’s obligation to provide that Product or Service to the Customer is subject to the condition that OpenVPN and the Customer have signed and completed a Product and Service Order for that Product or Service.

3. Product License and Service Agreement. In addition to this Master Agreement and the Product and Service Order, the following agreements will apply to the Products and Services described below (individually a “Product License and Service Agreement”):

a. for license to OpenVPN Access Server, the OpenVPN End User License Agreement located on the OpenVPN website at <https://openvpn.net> , as amended by OpenVPN from time to time;

b. for subscriptions to OpenVPN’s CloudConnexa service, the OpenVPN Cloud End User License Agreement located on the OpenVPN website at <https://openvpn.net> as amended by OpenVPN from time to time;

c. for use of the OpenVPN website, the OpenVPN Terms of Use located on the OpenVPN website at <https://openvpn.net>, as amended from time to time; and

d. the OpenVPN Service Level Agreement for the repair, error correction, and other maintenance services OpenVPN provides for certain of its Products and Services, as amended from time to time.

4. Other Ancillary Agreements. In addition to the agreements described above, the following agreements will apply to products and services provided by OpenVPN if applicable and incorporated by, or attached to, the applicable Product and Service Order.

a. the OpenVPN General Data Processing Agreement (the “DPA”) and all addenda to the DPA applicable to the countries in which data is stored or processed; and

b. the OpenVPN Business Associate Agreement Protected Health Information (“Business Associate Agreement”) for services OpenVPN provides that involve the storage and processing of health care information subject to the Health Insurance Portability and Accountability Act.

5. Priority Among Agreements.

a. If any terms of this Master Agreement conflict with the express terms of a Product and Service Order, the Product and Service Order will take priority with respect to the amount of the subscription payment, the description of the Products and Services OpenVPN will provide, and the Product and Service Term. All other terms of this Master Agreement will control over any conflicting term in a Product or Service Order unless the Product and Service Order expressly states that the Product and Service Order will supersede that conflicting term.

b. If any terms of this Master Agreement conflict with a Product License and Service Agreement, this Master Agreement will take priority unless a provision in the Product License and Service Agreement expressly states that it supersedes any contrary provision in the Master Agreement with respect to the subject matter of that provision.

c. If any terms of this Master Agreement conflict with the DPA or the Business Associate Agreement, those agreements will govern matters directly related to the subject matter of those agreements.

d. For the purposes of this Section 5, “expressly states”, “express terms” and words to that effect mean a provision that is stated in writing in the Ancillary Agreement in question. The omission of a term from an Ancillary Agreement will not be deemed an express statement of a contrary provision or be interpreted to imply the existence of such a contrary provision.

6. Subscription/Renewal Terms.

a. Duration of Term. The term during which OpenVPN will provide the Product or Service to the Customer (the “Product and Service Term”) will commence on the start date in the Product and Service Order and terminate on the end date in the Product and Service Order.

b. Renewal. Unless the Product and Service Order expressly states otherwise or the Product and Service Order specifies that that Product and Service Term is monthly, the Product and Service Term will renew automatically at the end of that term and all subsequent Product and Service Terms for the same length of time as the initial Product and Service Term unless either party gives notice to the other party no less than sixty (60) days before the end of the then-effective Product and Service Term that the subscription or license is to expire, in which case the Product and Service Term will expire at the end of the then-effective Product and Service Term. If a Product and Service Term is monthly, the Product and Service Term will automatically renew for additional one (1) month periods until either party notifies the other that the subscription or license is to expire, in which case the Product and Service Term will expire sixty (60) days after that notice is given or on a later dated specified in that notice.

c. Termination at Customer’s Option. Unless the Product and Service Order expressly states otherwise, the Customer may terminate a subscription or license for a product or service at any time during the first thirty (30) days of the initial Product and Service Term at its option and receive a refund of any subscription payment it made to OpenVPN. If the Customer terminates a subscription for license after that time at its option, OpenVPN will have no obligation to refund any portion of that subscription payment to the Customer. Customer may terminate a subscription or license, this Agreement, or Product and Service Order at any time due to OpenVPN’s material breach of this Agreement or of an applicable Ancillary Agreement, and, if it does so, Customer will be entitled to a refund of any unused portion of

any subscription payment it may have made from OpenVPN.

d. Termination. In addition to the above Section 6.c., the Customer's subscription or license to an OpenVPN Product or Service will terminate prior to the end of the scheduled Product and Service Term upon the occurrence of a Termination Event.

7. Payment

a. Timing – Form of Payment. Subscription fees and other payments for Products and Services will be made at the time or times set forth in the Product and Service Order. Unless the Product and Service Order otherwise specifies, all payments will be made in United States Dollars by ACH or electronic wire transfer in next-day available funds to an account designated by OpenVPN or by such other means as the parties agree.

b. Late Payment. If the Customer does not pay subscription fees, license fees or other payments when those payments are due, those late payments will accrue interest at a rate of one and one-half percent (1.5%) per month (or, if applicable law requires that the interest on a late payment accrue at a lower rate, at the highest rate permitted by applicable law) until that overdue payment plus the accrued interest is paid in full.

8. Warranties

a. Express Warranty -- General. OpenVPN warrants that the Products and Services, will include the features and conform to the specifications in the Product and Service Order (if those features and specifications are in the Product and Service Order or in a writing from OpenVPN that expressly refers to that Product and Service Order) or, if they are not described in the Product and Service Order, those stated in the Product License and Service Agreement for that Product and Service, provided that those Products and Services are used in accordance with the applicable system requirements, instructions, and Product License and Service Agreement applicable to that Product or Service ("General Product Warranties"). For any breach of General Product Warranties within the first 30 days following the commencement of the Product and Service Term (the "Warranty Period"), then subject to Customer's termination rights, OpenVPN will, at its sole option: (1) correct defects in the products and services that cause them not to comply with this warranty at its expense within 30 days of becoming aware of such breach; or (2) terminate the subscription or license and refund any subscription or license payment the Customer made to VPN. OpenVPN sole obligation to correct defects in Products and Services that cause them not to comply with the General Product Warranties after the Warranty Period will be pursuant to a Service Level Agreement for that Product or Service if OpenVPN provides a Service Level Agreement for that Product of Service. **This Section 8a sets forth the exclusive remedy available to the Customer for defects and other failures of the Products and Services to comply with the General Product Warranties.**

b. Changes in Features and Specifications. OpenVPN will notify the Customer by e-mail of changes to the features and specifications of the Product or Service for which the Customer subscribed at least thirty (30) days before those changes enter into effect unless OpenVPN determines that those changes must be made sooner to avoid imminent harm or liability to OpenVPN, its customers, or other persons, in which case OpenVPN will provide prompt notice of those changes after they are made. If any changes materially reduce the functionality of a product or service, the Customer may terminate its subscription to that product or service at any time upon notice to OpenVPN within thirty (30) days after that change went into effect. If the Customer terminates its subscription as provided in the previous sentence, OpenVPN will refund to the Customer the portion of the subscription payment the Customer paid that reflects the percentage of the Product and Service Term that was remaining as of the date the Customer terminated the subscription.

c. Infringement Warranties. OpenVPN warrants that its Products and Services provided to the Customer do not and will not infringe the Intellectual Property Rights of any third party during the Product or Service Term if used in accordance with the instructions OpenVPN has provided for those Products and Services, and in a manner that does not violate this this Master Agreement or any applicable Ancillary Agreement. If OpenVPN becomes aware that a Product or Service infringes the Intellectual Property Rights of another person, OpenVPN will, at its exclusive option: (1) modify the Product or Service so that the Product or Service is not infringing as long as such modification does not materially and negatively affect the performance and features of that Product or Service; (2) obtain licenses and other permissions from the owner of that intellectual property to permit the Customer's continued use of the Product or Service; or (3) terminate the subscription to that Product or Service, in which case OpenVPN will refund to the Customer a prorated amount of the subscription payment the Customer paid that reflects the percentage of the Product and Service Term that was remaining as of the date the subscription was terminated. **This Section 8c sets forth the exclusive remedy for the breach of the above warranty of lack of infringement of a Product or Service on the Intellectual Property Rights of a third party.**

d. Voiding of Warranties. The Customer's use of a Product or Service in a manner that violates this Master Agreement or an applicable Ancillary Agreement will void the warranties in this Section 7.

e. Disclaimer of Other Warranties. TO THE EXTENT PERMITTED BY LAW, SECTIONS 8a AND 8 c SET FORTH THE SOLE AND EXCLUSIVE WARRANTIES OF OPENVPN FOR THE PRODUCTS AND SERVICES. OPENVPN EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS AND SERVICES.

9. Ownership of Intellectual Property Rights

a. OpenVPN Owner of Intellectual Property Rights. OpenVPN is and will be the owner of all rights in all Products and Services, including all Intellectual Property Rights in the Products and Services. The Customer's rights in those Products and Services will be solely that of a holder of a license to use the Products and Services in accordance with and limited by the terms of this Master Agreement and the applicable Product License and Service Agreement. OpenVPN will be the owner of all improvements, enhancements, and modifications to the Products and Services and derivative works based on those Products and Services regardless of whether the Customer may have contributed to OpenVPN ideas, computer code, or recommendations that were ultimately incorporated into the Products and Services. Nothing in Customer's use of the Products and Services or in the course of dealing will result in the transfer of any Intellectual Property Rights in the Products and Services to the Customer or any third party.

b. Existing Rights of Customer. The Customer will remain the owner of Customer's Confidential Information and all data and of all other proprietary assets: (1) of which it was the owner as of the commencement of the Product and Service Term; or (2) that it developed through its own funds and resources without the use of or access to any OpenVPN Confidential Information or assets in which OpenVPN owns the Intellectual Property Rights ("Customer Proprietary Assets"). For the purpose of clarification, data that Customer creates through its use of a Product or Service for which it has subscribed will be Customer Proprietary Assets if Customer's use of the Product or Service was in accordance with this Master Agreement and the Ancillary Agreements. Nothing in this Master Agreement will constitute a transfer of any rights in any Customer Confidential Information or Customer Proprietary Assets to OpenVPN other than a grant of a license to OpenVPN to use, process, or store Customer Data to the extent reasonably necessary to permit OpenVPN to provide the Products and

Services.

c. Open Source Licenses. If components of Products consist of software that is being licensed to Customer pursuant to an open source license (“Open Source Software”) as set forth in the applicable Product License and Service Agreement, the ownership of modifications, enhancements, and improvements Customer may make to that Open Source Software and of derivative works based on that Open Source Software will be subject to the terms of that applicable open source license.

10. Confidentiality

a. Definition. “Confidential Information” means any information owned by a party or held by that party under an obligation to keep that information confidential (the “Disclosing Party”) that the Disclosing Party discloses or makes available for inspection by the other party (the “Receiving Party”), directly or indirectly, which, (i) if in written, graphic, machine-readable or other tangible form, is marked as “confidential” or “proprietary,” (ii) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be “confidential” or “proprietary” within thirty (30) days of such disclosure, (iii) is specifically deemed to be confidential by the terms of this Master Agreement and any applicable Ancillary Agreement, and (iv) any other information disclosed by the Disclosing Party which may reasonably be considered confidential or proprietary based on the nature of the information or circumstances of disclosure. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Without limiting the scope of any other information that is Confidential Information, all source and object code for computer software and related documentation for that computer software of OpenVPN will be deemed “Confidential Information” of OpenVPN for the purposes of this Agreement.

b. Term and Scope. During the term of the subscription and for three (3) years thereafter (and perpetually in the case of any computer software or information constituting a trade secret of a party), the Receiving Party shall treat as confidential all Confidential Information of the Disclosing Party the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Master Agreement and the applicable Ancillary Agreement, and shall not disclose such Confidential Information to any third party. If an applicable Ancillary Agreement specifies a longer period in which the Receiving Party is obligated to maintain the confidentiality of the Disclosing Party’s Confidential Information, such obligations will extend for that longer period in that Ancillary Agreement. The Receiving Party will use at least the same degree of care, but not less than a reasonable degree of care, that it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the Disclosing Party. The Receiving Party will promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the Disclosing Party’s Confidential Information. The Receiving Party will not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party’s Confidential Information. The Receiving Party may disclose Confidential Information on a need-to-know basis to its employees and contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use that Confidential Information solely to facilitate the performance of their services on behalf of the Receiving Party.

c. Exceptions. Confidential Information excludes information that: (i) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the Receiving Party, (ii) is known to the Receiving Party at the time of disclosure or becomes known to the Receiving Party from a source other than the Disclosing Party, and neither the Receiving Party nor that source was bound at the time of receiving that Confidential by a confidentiality obligation to the Disclosing Party , or (iii) is independently developed by the Receiving Party without use of the Confidential Information as demonstrated by the written records of the Receiving Party. The Receiving Party may disclose

Confidential Information to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the Receiving Party shall use reasonable efforts to promptly notify the Disclosing Party prior to such disclosure to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

d. Personal Information. If the Products and Services call for OpenVPN to process or store Personal Information of the clients of the Customer, OpenVPN's and the Customer's rights and obligations with respect to preserving the confidentiality of and restricting the use of that Personal Information will also be governed by the DPA or applicable law. If, and solely to the extent, there is a conflict between this Master Agreement and the DPA concerning the parties' rights and obligations with respect to Personal Information, the DPA will control.

e. Terms of Agreement. Each party may disclose without limitation the existence of this Master Agreement, that the Customer is a customer of OpenVPN, and which Products and Services the Customer is receiving. Neither party will disclose the financial terms under which OpenVPN is providing these Products and Services other than: (i) to prepare internal financial reports; (ii) to comply with contractual obligations, such as to banks and other lenders; (iii) in tax returns and other reports filed with government agencies; (iv) to the extent reasonably required to comply with applicable law, (v) to their accountants, lawyers, officers, directors, owners, investment bankers, and potential acquirors of its business provided that such persons are under a legal or contractual obligation to limit their use and disclosure of that information; and (vi) in actions brought to enforce or construe this Master Agreement and any applicable Ancillary Agreement.

11. Indemnification

a. General Indemnification. OpenVPN will indemnify and hold the Customer harmless from claims, costs, liabilities, and damages arising from claims brought by third parties against the Customer and its officers, directors, managers, employees, owners and affiliates that arise out of: (1) OpenVPN's breach of its obligations in Section 10 concerning the Customer's Confidential Information; (2) infringement of a Product or Service on the Intellectual Property Rights of a third party if the Customer's use of that Product or Service is in accordance with this Master Agreement and the applicable Ancillary Agreement; and (3) physical damage to real or personal property or personal injury or death resulting from use or receipt of the Products or Services (unless resulting from the willful misconduct or negligence of the Customer or any of its employees, contractors, or agents). The Customer will indemnify and hold OpenVPN harmless from claims brought by third parties against OpenVPN and its officers, directors, employees, shareholders and affiliates that arise out of: (1) the Customer's use of a Product or Service in a manner that is not permitted under the Product or Service License for that Product or Service or Section 9 of this Master Agreement; (2) the disclosure or use of Confidential Information of OpenVPN in a manner that violates Section 10 of this Master Agreement; (3) physical damage to real or personal property or personal injury or death resulting from the Customer's misuse of the Products or Services (unless resulting from the willful misconduct or negligence of OpenVPN or any of its employees, contractors, or agents).

b. Defense of Claims

(i) If a party (the "Indemnified Party") receives notice of a third party claim for which the Indemnified Party believes it is entitled to indemnification, the Indemnified Party will give notice of that third party claim to the other party (the "Indemnifying Party") promptly after receiving notice of that claim, but in any event by no later than five (5) business days after the Indemnified Party receives a complaint or other notice that a suit, agency action, arbitration or other proceeding has been initiated with respect to that claim. The failure of the Indemnifying Party to deliver notice of that claim within the period in the previous sentence will not cause the Indemnified Party to waive its right to

indemnification unless that failure would result in a default judgment against the Indemnified Party or make defenses or counterclaims unavailable that the Indemnified Party could otherwise have asserted if not for failure to deliver timely notice of that claim.

(ii) The Indemnifying Party will conduct the defense of the claim with legal counsel of its choice and will have the right to make all decisions concerning the manner in which it will conduct the defense. The Indemnifying Party may settle or otherwise compromise any such third party claim at its expense on such terms as it deems acceptable without requiring the consent of Indemnified Party; however, if the terms of the settlement would require that the Indemnified Party admit to fault for any wrongdoing, agree to restrict its business activities, or incur expenses for which it would not be entitled to indemnification under this Agreement or applicable law, the Indemnifying Party may not settle or otherwise compromise those claims without the consent of the Indemnified Party.

(iii) The Indemnified Party will provide reasonable cooperation to the Indemnifying Party to assist with the Indemnifying Party's defense of the claim. The Indemnified Party may also participate in the defense of that action with counsel of its choice at the Indemnified Party's expense. However, if there exists a conflict of interest between the Indemnified Party and the Indemnifying Party that does not permit the Indemnified Party to conduct an effective defense of the Indemnified Party, or the Indemnifying Party is unable or unwilling (for financial reasons or otherwise) to conduct an effective defense of the claims, the Indemnified Party may conduct the defense of the claim at the Indemnifying Party's expense and thereafter make all decisions concerning the conduct of that claim, including those to settle or compromise any such claim.

12. Limitation on Liability

a. General Limitation on Liability. OPEN VPN'S AGGREGATE LIABILITY FOR MONETARY DAMAGES UNDER THIS MASTER AGREEMENT AND ALL APPLICABLE ANCILLARY AGREEMENTS WILL NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00) OR THE TOTAL PAYMENTS OPENVPN HAS RECEIVED FROM THE CUSTOMER FOR PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE, WHICHEVER IS GREATER, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE). The foregoing limitations do not limit OpenVPN's liability for claims brought under Section 10 or for indemnification under Section 11.

b. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING (WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, OR USE OF ANY SERVICE) INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS MASTER AGREEMENT OR ANY ANCILLARY AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE PURPOSE OF CLARIFICATION, THE PREVIOUS SENTENCE WILL NOT LIMIT THE RIGHT OF A PARTY TO INDEMNIFICATION UNDER SECTION 11. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE OR EXEMPLARY DAMAGES REGARDLESS OF THE NATURE OF THE CLAIM ASSERTED, AND EACH PARTY IRREVOCABLY WAIVES ALL CLAIMS TO SUCH DAMAGES TO THE EXTENT SUCH DAMAGES MAY BE WAIVED UNDER APPLICABLE LAW.

13. Equitable Remedies. The parties acknowledge that the breach of Sections 9 and 10 of this Agreement will result immediate and irreparable harm to the non-breaching party for which monetary damages alone would not be an adequate remedy. Accordingly, each party acknowledges that the non-breaching party will be entitled to a temporary restraining order, injunctive relief and other equitable

remedies in the event of such a breach. Each party irrevocably waives all objections to the granting of such relief on the grounds that an adequate remedy at law is available for that breach, and each party waives the requirement that the party seeking that relief post a bond or other security as a condition to obtaining that relief. Nothing in this Section 13 is intended to limit the availability of any other remedy that may be available to a party under this Agreement or applicable law.

14. Termination.

a. Prior to Expiration of Term. This Master Agreement will terminate prior to the end of the Product and Service Term in Section 6 by the consent of the parties to that termination or the occurrence of a Termination Event defined in Section 14b.

b. Termination Event. This Master Agreement may be terminated under the following circumstances prior to the end of the Product and Service Term (the “Termination Events”).

(i) Either party may terminate this Master Agreement upon notice to the other party (the “Breaching Party”) if the Breaching Party has committed a material breach of this Agreement or any applicable Ancillary Agreement and has not cured that breach within fifteen (15) days after receiving notice of that breach from the other party.

(ii) OpenVPN may terminate this Master Agreement upon notice to the Customer files a voluntary petition for bankruptcy or insolvency, or the creditors of the Customer file an involuntary petition for bankruptcy or insolvency against the Customer and that petition is not dismissed within sixty (60) days after it is filed.

(iii) OpenVPN may terminate this Master Agreement upon notice to the Customer if a receiver or custodian is appointed for the business or assets of the Customer and that appointment is not dismissed within thirty (30) days after it is made.

(iv) Either party may terminate this Master Agreement upon notice to the other party if the other party elects to wind up and dissolve its business or otherwise ceases ongoing business activities other than those related to the wind up of its business, the liquidation of its assets, and its dissolution. In the event OpenVPN takes the actions described in this Section 14.b.iv., OpenVPN shall refund Customer the applicable amounts paid to OpenVPN and unused or unaccrued attributable to the time remaining on the applicable subscription after such termination.

c. Effect of Termination. Upon the termination of this Master Agreement due to a Termination Event, all licenses granted to the Customer for the use of any Product or Service, all obligations of OpenVPN to provide Products and Services, and the obligation of the Customer to accept those Products and Services will immediately terminate. If the Termination Event was OpenVPN’s material breach of this Agreement or an event with respect to OpenVPN described in subparagraph b(iv) of Section 14, OpenVPN will refund to the Customer any unused portion of any advance subscription or license payment it may have made. If this Master Agreement is terminated by OpenVPN due to any other Termination Event, OpenVPN will retain that advance subscription payment. Except for those obligations described above in this Section 14c and for those obligation that expressly state they are limited to the term of this Agreement, all provisions of this Agreement will survive the termination of this Agreement.

d. Termination of Ancillary Agreements. The termination of this Master Agreement will result in the simultaneous termination of all applicable Ancillary Agreements unless that Ancillary Agreement specifically states that its term will extend beyond the term of this Master Agreement.

e. Non-Exclusive Remedy. The termination of this Master Agreement is not the sole remedy available to a party for a breach of this Master Agreement by the Breaching Party. The election of a party to terminate this Master Agreement will not make any other remedy unavailable to that party resulting from the breach of this Master Agreement that is otherwise available under this Master Agreement or applicable law.

15. Miscellaneous

a. Governing Law. This Master Agreement is governed by the laws of the State of California, excluding the conflicts of laws principles of that state that would otherwise apply the laws of any other state or country other than the United States of America.

b. Notices. All other notices between the parties required or otherwise contemplated under this Agreement must be in writing and directed to the address and the attention of the person appearing below the signature of that party to this Master Agreement or to such other person or address as that party designates by notice to the other party. If the Product and Services Order lists a different contact person for certain communications for a party, the other party will direct notices to that contact person for those communications. Notices shall be sent by any of the following means: (i) by personal delivery; (ii) by recognized express courier (such as FedEx or DHL) with delivery charges paid by the sender; (iii) by e-mail with acknowledgement of receipt given by the intended recipient or proof of delivery of that message obtained by the sender; or (iv) certified or registered mail if sent within the United States and by registered air mail if sent internationally. Notices will be deemed given and received: (a) upon receipt if delivered personally or by e-mail; (b) one (1) business day after deposit of the notice with the courier if sent within the United States and three (3) business days after deposit with the courier if sent internationally; and (c) three (3) business days after deposit with the postal service if mailed within the United States and seven (7) business days after deposit with the postal service if mailed internationally.

c. Force Majeure. A party will be excused from any performance otherwise required under this Master Agreement or any Ancillary Agreement for any period during which, and to the extent that, the performance of that obligation is made impossible or commercially impractical due to an event that is beyond that party's reasonable control, was not reasonably foreseeable to occur at the time the parties entered into this Master Agreement, and that did not arise in whole or in part as a result of the intentional misconduct or negligence or, violation of law by, or other fault of that party. The inability of a party to perform due to an adverse change in general economic conditions will not, in and of itself, excuse a party from performing its obligations under this Section 15c. Furthermore, nothing in this Section 15c will excuse a party from making timely payments under this Master Agreement and any applicable Ancillary Agreement.

d. Assignment. Neither party may assign its rights of obligations under this Master Agreement or any Ancillary Agreement without the prior consent of the other party, which consent may be withheld in that party's sole discretion. However, OpenVPN may assign its rights and obligations without the Customer's consent to an Affiliate of OpenVPN or to a purchaser or assignee of the business or assets of OpenVPN if that Affiliate, purchaser or assignee assumes OpenVPN's obligations under this Agreement, whether by written agreement or by operation of law. Subject to the limitations on the right of a party to assign its rights without the consent of the other party stated above in this Section 15d the rights and obligations of a party under this Master Agreement and applicable Ancillary Agreements will inure to and be binding upon that party's successors and assigns.

e. Dispute Resolution. Except as provided in Section 15.e.(v) and unless an applicable Ancillary Agreement states that claims brought under that agreement will not be submitted for resolution by arbitration, all controversies and claims arising out of or relating to this Master Agreement and all Ancillary Agreements will resolved by binding arbitration.

(i) Applicable Law and Rules. The arbitration will be governed by and conducted under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”) and not under the arbitration laws of any state. Except as specifically modified below, the arbitration shall be conducted and administered by the Judicial Mediation and Arbitration Service (JAMS) under its Comprehensive Arbitration Rules and Procedures as in effect from time to time. The arbitration will be conducted by means of remote video communication and not at a physical location unless the parties otherwise agree.

(ii) Limitation on Remedies. The arbitrator shall have the authority to determine an appropriate remedy in connection with any matter brought before the arbitrator under this Section 14.e., including sanctions or interlocutory relief with respect to discovery, provided that such remedy must be of a nature that a court could award if the matter had been litigated in a court of competent jurisdiction.

(iii) Enforcement of Award. The decision of the arbitrator will be final and binding on all parties. Judgment upon the award of the arbitrator, including any interlocutory relief or sanctions granted or issued by the arbitrator with respect to matters related to discovery, may be entered in any court having jurisdiction of that award.

(iv) Effect of Arbitration. BY AGREEING TO ARBITRATE CLAIMS BROUGHT UNDER THIS MASTER AGREEMENT AND THE ANCILLARY AGREEMENTS, EACH PARTY ACKNOWLEDGES THAT IT IS IRREVOCABLY WAIVING ITS RIGHTS TO HAVE ANY SUCH CLAIMS TRIED IN A COURT BEFORE A JURY.

(v) Exceptions. Notwithstanding anything to the contrary in this Section 18, a party may seek a temporary restraining order, a preliminary injunction, or other interim relief from a court of competent jurisdiction without prior reference to arbitration if such interim relief is necessary to prevent irreparable injury to that party for which monetary damages alone will be insufficient to provide a proper remedy. After the court has determined whether to grant interim relief, the matter may be submitted to arbitration by any party for final resolution. Furthermore, neither party will be required to bring an action described in Section 13 for resolution by arbitration.

f. Publicity. OpenVPN may include the Customer’s name and logo on its website and other advertising material for the sole purpose of stating that the Customer is a customer of OpenVPN. OpenVPN will not display or otherwise use a Customer’s name or logo on its website or other promotional materials in any other manner without the Customer’s prior consent. OpenVPN will comply with the Customer’s instructions on the display and use of the Customer’s logo and other trademarks that the Customer provides in writing to OpenVPN.

g. Class Action Waiver. All actions (including any arbitration or lawsuit) brought by either party must be brought in that party’s individual capacity only and not as a class action or other representative action. ACCORDINGLY, EACH PARTY AGREES THAT IT MAY BRING CLAIMS ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY OTHERWISE HAVE TO BRING A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS IN ANY MATTER THAT ARISES OUT OF OR RELATES TO THE SUBJECT MATTER OF THIS MASTER AGREEMENT OR ANY ANCILLARY AGREEMENT.

h. Enforcement Costs. In any arbitration or lawsuit brought to enforce or construe this Master Agreement and all Ancillary Agreements, the party that substantially prevails (the “Prevailing Party”) will be entitled to recover from the other party all costs and expenses (including reasonable attorneys’ fees) which that Prevailing Party incurred in connection with that action. The right of the

Prevailing Party to recover those costs and expenses will be in addition to, and not in lieu of, any other remedy to which that party may be entitled.

i. Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products and Services. The Customer agrees that such export control laws govern its use of the Products and Services (including technical data), and Customer agrees to comply with all such export laws and regulations. The Customer agrees that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

j. No Third Party Beneficiaries. Unless otherwise expressly stated otherwise in an Ancillary Agreement with respect to the subject matter of that Ancillary Agreement, no third party, including any of the party's employees, officers, directors, shareholders, or owners, are third party beneficiaries of this Master Agreement or any Ancillary Agreement.

k. Severability. If any term of this Master Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.

l. Waiver. No waiver by a party of a right under this Agreement will be effective unless that waiver is in a writing and is signed by the party granting that waiver. The waiver by a party of any breach of this Master Agreement or Ancillary Agreement will not constitute a waiver of any other or subsequent breach.

m. Amendment. This Master Agreement may not be amended other than by means of a writing signed by both parties that expressly states that it is amending this Master Agreement. Purported oral amendments, amendments based on the course of conduct of the parties, and written amendments that do not meet the requirements of the previous sentence will be null and void. The parties' execution of an Ancillary Agreement will not be deemed an amendment to this Master Agreement. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and will be void unless specifically accepted in writing by the party against whom their enforcement is sought. Mere commencement of work or payment against such forms shall not, in and of itself, be deemed acceptance of the terms of that purchase order or sales confirmation.

n. Use of Anonymized Data. OpenVPN may anonymously compile and use statistical information regarding the Customer that is related to the performance of its Products and Services for purposes of testing and improving those Products and Services, provided that such information does not identify Customer's data or include the Customer's name and is kept confidential in accordance with Section 10. The Customer consents to the use of its anonymized data for these purposes.

o. Entire Agreement. This Master Agreement (including all exhibits and all applicable Ancillary Agreements) sets forth the entire agreement of the parties concerning the subject matter of this Master Agreement. This Master Agreement (together with the applicable Ancillary Agreements) supersedes in its entirety all prior and contemporaneous agreements, representations, and understandings, whether oral or in writing, of the parties with respect to the subject matter of this Master Agreement.

p. Certain Terms. Except where the words "business days" is used, all references to "days" in this Master Agreement mean calendar days. "Business days" means days other than weekend days and federal holidays in the United States when banks in Pleasanton, California are authorized to remain closed. The word "including" as used in this Master Agreement means "including but not limited to." All references to the "consent" of a party means a consent, which that party may grant in its unlimited

discretion, that is signed by the party granting that consent. the word “person” as used in this Master Agreement means and includes an individual, trust, partnership, business entity, not-for-profit entity, foundation, unincorporated association, government agency, and political subdivision.

q. Effective Date. This Master Agreement will enter into effect on the date set forth in the first paragraph of this Master Agreement or the date on which the last party to have signed this Master Agreement has done so, whichever is later.

r. Signature. This Master Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. This Master Agreement may be signed means of an electronic signature that conforms to the requirements of the Federal Electronic Signatures in Global and National Commerce Act and such electronic signature will be deemed the signature of that party to this Agreement in the same manner as a manual signature.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.
SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have entered into this Master Product and Services Agreement on the dates appearing below.

OPENVPN INC.

[CUSTOMER]

By: _____
Title: _____

By: _____
Title: _____

Address:

6200 Stoneridge Mall Rd.
3rd Floor
Pleasanton, CA 94588
United States of America
Attention: _____
E-Mail: _____

Address:

Attention: _____

E-Mail: _____

OPENVPN MASTER AGREEMENT

PRODUCT AND SERVICE ORDER

No. _____

This Product and Service Order lists the Products and Services that OpenVPN Inc. (“OpenVPN”) will provide to the person identified below as “the Customer” and the principal terms under which OpenVPN will provide those Products and Services.

This Product and Service Order is being issued pursuant to a Master Product and Services Agreement between OpenVPN and the Customer (the “Master Agreement”), dated as of the date below. Unless otherwise stated below, all capitalized terms in this Product and Services Order have the same definitions given those terms in the Master Agreement.

1. Date of Master Agreement. _____
2. Amendment: Is this an amendment to an existing Product and Services Order
 Yes No

If “Yes”, this Product and Service Order amends and supersedes Product and Service Order No. _____.

3. Products and Services: OpenVPN will provide the following Products and Services to the Customer:

- Access Server Subscription License
Maximum Users: _____
Product Term: Monthly Yearly
- Access Server Fixed License (Single Server Installation)
Product Term: _____ Years
- CloudConnexa
Service Term: _____ Years
- OpenVPN Access Server Software as a Service
- Other Services and Products **[Describe Here]**

4. Term. The Product and Service Term will begin on [_____] and expire at the end of the period described above.

5. Renewal.

Automatic Renewal. The Term will automatically renew for one or more additional periods of the same duration as the Term unless the Customer elects not to renew by giving notice of non-renewal to OpenVPN. Notification of non-renewal must be given no later than 15

days before end of the then effective-Term if the Subscription is monthly and no later than 60 days before the end of the then-effective Term if the Term is for a longer period.

If the Term is renewed, the Customer will be obligated to pay the Subscription Fee to OpenVPN for that subsequent Term.

To elect not to renew the Term, the Customer must do one of the following:

- Log into the Customer's account on the OpenVPN website and cancel the Subscription.
- Send a notice of non-renewal to [sales@openvpn.net]; or
- Send notice of nonrenewal to OpenVPN in the manner stated in the Master Agreement.

[] **No Automatic Renewal.** The Term of the Customer's Subscription will not renew automatically and will expire at the end of the Term. The Term may only be extended by a written agreement between the Customer and OpenVPN or a new Product and Service Order setting forth that extended Term signed by the Customer and OpenVPN.

6. Fees and Payments. The Customer will pay OpenVPN the following fee and other payments for the Products and Services: **Refer to Quote.**

7. Contact Information. Communications for the following matters will be directed to the following representatives of the parties:

Billing and Payment: If to OpenVPN: sales@openvpn.net

If to the Customer: _____

Technical Questions: If to OpenVPN: support@openvpn.net

If to the Customer: _____

8. Other Agreements. Except where this Product and Services Order specifically states that a term of the Master Agreement or an agreement defined in the Master Agreement as an Ancillary Agreement does not apply to the Product or Service in this Product and Services Order, the terms of the Master Agreement and all applicable Ancillary Agreements are incorporated by reference into this Product and Services Order.

Date: _____

OPENVPN INC.

CUSTOMER

By: _____

Title: _____

By: _____

Title: _____