

## CISCO IRONPORT SYSTEMS, LLC SOFTWARE LICENSE AGREEMENT

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1.1 "Company Service" means the Company's email or internet services provided to End Users for the purposes of conducting Company's internal business.

1.2 "Documentation" means IronPort's standard end user guide documentation for the IronPort hardware containing the Software.

1.3 "Delivery Date" means the date the IronPort hardware containing the Software is shipped to Company.

1.4 "End User" means the employee, contractor or other agent authorized by Company to access to the Internet or use email services via the Company Service.

1.5 "Ordering Document" means the purchase agreement, evaluation agreement, beta, pre-release agreement or similar agreement between the Company and IronPort or the Company and an IronPort reseller, or the valid terms of any purchase order accepted by IronPort in connection therewith, containing the purchase terms for the Software license granted by this Agreement.

1.6 "Service(s)" means (i) the provision of the Software functionality, including Updates and Upgrades, and (ii) the provision of support by IronPort or its reseller, as the case may be.

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1.8 "Updates" means minor updates, error corrections and bug fixes that do not add significant new functions to the Software, and that are released by IronPort or its third party licensors. Updates are designated by an increase to the Software's release number to the right of the decimal point (e.g., Software 1.0 to Software 1.1). The term Updates specifically excludes Upgrades or new software versions marketed and licensed by IronPort or its third party licensors as a separate product.

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7. TERM AND TERMINATION. The term of this Agreement shall be as set forth in the Ordering Document (the "Term"). If IronPort defaults in the performance of any material provision of this Agreement, then Company may terminate this Agreement upon thirty (30) days written notice if the default is not cured during such thirty (30) day period. If Company defaults in the performance of any material provision of this Agreement, IronPort may terminate this Agreement upon thirty (30) days written notice if the default is not cured during such thirty (30) day notice and without a refund. This Agreement may be terminated by one party immediately at any time, without notice, upon (i) the institution by or against the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of such party's debts, (ii) such other party making a general assignment for the benefit of creditors, or (iii) such other party's dissolution. The license granted in Section 2 will immediately terminate upon this Agreement's termination or expiration. Within thirty (30) calendar days after termination or expiration of this Agreement, Company will deliver to IronPort or its reseller or destroy all copies of the Software and any other materials or documentation provided to Company by IronPort or its reseller under this Agreement.

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10. IRONPORT CONTACT INFORMATION. If Company wants to contact IronPort for any reason, please write to CISCO IRONPORT SYSTEMS LLC, 950 Elm Avenue, San Bruno, California 94066, or call or fax us at tel: 650.989.6500 and fax:650.989.6543.