

GENERAL TERMS AND CONDITIONS

of Ziff Davis Deutschland GmbH (as specified in the Order Form and referred to herein as "VIPRE").

These General Terms and Conditions ("**Terms of Service**") are effective for each Customer and User that enters into the Agreement on or after March 2022;

This Agreement (the "Agreement") comprises the following documents, which shall have precedence in the following order:

- 1. The Order Form;
- 2. These Terms of Service including Schedule A (Data Processing Terms) hereto;
- 3. The Service Level Agreement ("SLA"); and
- 4. End-User License Agreement ("EULA").

1. **DEFINITIONS**

In this Agreement, unless the context clearly requires otherwise, the following terms have the following meanings, and all other capitalized terms have the meaning ascribed elsewhere in this Agreement.

"Additional Services" means any services purchased by the Customer during the Term other than those set out in the Order Form (including any additional Users) which are also governed by this Agreement.

"Annual Fees" means the annual fees and expenses payable by Customer to VIPRE for the Services as indicated in the Order Form.

"Customer Data" means electronic mail, IP addresses, messages, and other data and information stored, accessible, communicated, obtained, received or transmitted by Customer or Users through or using the Services.

"Data Processing Terms" means the terms set out in Schedule A to this Agreement which relate to the processing of personal data by VIPRE pursuant to the Services.

"Effective Date" means the date on which the Customer has signed the Order Form (unless otherwise stated on the Order Form).

"EULA" means the VIPRE End User License Agreement as available at Annex II of this Agreement.

"Fees" means Initial Fees, Monthly Fees or Annual Fees and the fees to be paid by Customer for Additional Services.

"Initial Fees" means the fees and expenses payable by Customer to VIPRE for initial setup and installation services (if any) and where the Customer is paying an upfront fee, the upfront fee, in each case as indicated in the Order Form.

"**Initial Term**" means the initial term of this Agreement which is one (1) year starting with the Effective Date.

"Monthly Fees" means monthly fees and expenses payable by Customer to VIPRE for the Services as indicated in the Order Form.

"**Order Form**" means the Order Form signed by the Customer and VIPRE and which details the Services, excluding any Additional Services, purchased by the Customer.

"Renewal Term" has the meaning specified in Clause 12.1 of this Agreement.



"Service Level Agreement" means VIPRE's service level agreement as provided to the Customer.

"Services" means the services as set out in the Order Form and any Additional Services.

"Software" means the online software applications provided by VIPRE as part of the Services.

"Term" has the meaning specified in Clause 12.1 of this Agreement.

"Third Party Services" means those aspects of the Services that are subject to additional license terms, in particular open source software licenses and free software licenses ("Third Party License Terms").

"Users" means an individual employee or representative of Customer, either at the Effective Date or at any time thereafter, who is authorized to use the Services for Customer's business purposes under this Agreement.

"VIPRE Endpoint Security Cloud" means the policy based antivirus protection with vulnerability and patch management, and the ability to define what type of websites your organization are, or are not, permitted to access.

"VIPRE SafeSend with Data Loss Protection" or "SafeSend" means the Microsoft® Outlook® Add-In which sends an alert when an email is being sent to an external recipient. SafeSend automatically scans outbound emails and at the Send prompt, a SafeSend pop-up window with two options will display, with the option being either to confirm all external recipients of the email or review any attachments within the email.

"VIPRE Security Awareness Training Enterprise" means the cloud-based learning solution which provides practical, cost-effective security awareness to organizations.

"VIPRE Email Advanced Threat Protection" means the protection technology solution which leverages the latest machine learning technology running in secure cloud sandboxes in order to provide intelligent real-time layered protection for email.

2. SERVICES

- 1. **Services**. VIPRE will provide the Services as indicated on the Order Form, in the Service Level Agreement and in accordance with the relevant description of the Services in Annex I of this Agreement. To the extent the Services as indicated on the Order Form include Third Party Services, the use of the Services is subject to the additional condition that the Customer complies with the Third Party License Terms.
- 2. **Technical Support Services.** VIPRE will make available and provide technical support to Customer in accordance with the Agreement, in particular with the Service Level Agreement. VIPRE will provide technical support only to Customer's Mail Administrator, as defined in Clause 4.3. Initial requests for technical support may be made by telephone, facsimile or email using the Technical Support contact information indicated on VIPRE's website www.VIPRE.com.



3. FEES

- 1. Fees and Taxes. As payment for the Services, Customer will pay the Fees to VIPRE. Fees are quoted exclusive of taxes, which are the sole responsibility of Customer. Taxes include but are not limited to national, state, provincial, municipal or any other governmental tax, fee or assessment. VIPRE may increase the prices with effect from the beginning of a Renewal Term, provided that it has notified the Customer of the price increase (the "Price Increase Notice") at least one hundred and twenty (120) days in advance of the end of the then-current Term and Customer shall be deemed to have accepted such price increase for the upcoming Renewal Term if it does not object within thirty (30) days of the Price Increase Notice. If the Customer objects to such price increase within such thirty (30) days of the Price Increase Notice, VIPRE shall inform the Customer within thirty (30) days after receipt of such objection notice whether VIPRE (i) revokes the price increase with the effect that the Contract is renewed on the existing terms (subject to any notice of non-renewal as provided in 11.1) or (ii) terminates the Contract with effect from the end of the then current Term. For the avoidance of doubt, VIPRE will not increase the prices prior to the end of the Initial Term and during a Renewal Term.
- 2. **Accounts and Users.** Fees are calculated on the basis of the number of Users set out in the Order Form (the "Minimum User Number"). Customer may add additional Users during the Term, any such additional Users in excess of the Minimum User Number, as declared or created by the Customer, or otherwise identified shall be charged at the price per User set out in the Order Form. It is the Customer's responsibility, as stated in Clause 4.7 to bring increases in the number of Users to the attention of VIPRE without undue delay. Customer may not reduce the Minimum User Number without the written agreement of VIPRE.
- 3. Invoices and Payment. VIPRE will invoice Customer for all Fees. Invoices may be delivered to Customer by email to the Customer Representative's email address, and are due and payable immediately upon receipt by Customer. Where applicable, Customer will provide credit card or debit card details to VIPRE and authorize VIPRE to charge any fees due and payable to such payment method. In order to avoid interruptions in the Services caused by rejected credit or debit card charges, VIPRE may update Customer's credit or debit card details (such as expiration dates or new card numbers) provided you have authorized this services through your card provider and such automated updates are not prohibited by law.
- **4. Interest.** Payment will be overdue if not paid within thirty (30) days of receipt of the applicable invoice. Overdue payments will be subject to interest of 9% above the basic rate of interest (as announced by the Deutsche Bundesbank) per annum. Customer will reimburse VIPRE for all costs incurred in collecting overdue payments, including all of VIPRE's legal fees, disbursements and expenses in compliance with applicable law.

4. CUSTOMER OBLIGATIONS



- 1. **Equipment and Services**. Customer is responsible for obtaining, provisioning, configuring, maintaining and paying for all equipment (including without limitation computer hardware, software, internet access and telephone lines) and services necessary for Customer and Users to access and use the Services.
- 2. **Customer Representative**. Customer will designate an individual (the "Customer Representative") who will act as its primary contact regarding the performance of this Agreement. The current Customer Representative is identified on the Order Form. Customer may change the Customer Representative from time to time upon written notice to VIPRE.
- 3. **Customer's Email Administrator.** Customer will designate one (1) User as its mail administrator (the "Mail Administrator") who is authorized by Customer to request and receive from VIPRE technical support regarding Services. Customer may change the Mail Administrator from time to time upon written notice to VIPRE. Customer will ensure that the Mail Administrator has suitable qualifications and expertise regarding computer software and electronic mail systems.
- 4. **Permitted Users:** Customer will restrict access to and use of the Services to its Users, and at all times maintain a record of the number of Users in order to disclose the same in accordance with Clause 4.7.
- 5. **Acceptable Use**: Customer is responsible for Customer's and Users' use of the Services. Customer will ensure that all use of the Services by Customer and Users complies with all applicable laws, this Agreement and the Acceptable Use Policy, and does not infringe third party rights.
- 6. **Security and Passwords.** Customer and its Users are required to use a user name and password when accessing the Services. User names and passwords may not be shared with other persons. Customer is responsible for all Users' use and misuse of user names and passwords. Customer must immediately notify VIPRE if Customer discovers or suspects any unauthorized use of the Services or that any of its Users' user names or passwords have been lost or stolen or become known to any unauthorized person. VIPRE is not obligated to verify the actual identity or authority of the user of a user name or password. If VIPRE, in its absolute discretion, considers a password to be insecure or to have been used inappropriately, then VIPRE may immediately cancel the password without notice and re-issue Customer with a new password.
- 7. **Content and Export Laws.** Customer is responsible for the content of communications sent or received by Customer and Users using the Services and for compliance with applicable export laws concerning the transmission of technical data and other regulated materials using the Services.
- 8. **Customer Information and Assistance**. Customer will promptly notify VIPRE if it exceeds the number of Users set out in the Order Form, and will provide to VIPRE all information requested by VIPRE regarding performance of the Services or to verify the number of Users. Customer will reasonably assist VIPRE to provide the Services and will perform such tasks as VIPRE may reasonably request, such as recording error information and installing software updates.



5. CONFIDENTIAL INFORMATION

- **Definition**. "Confidential Information" means all non-public information, in any form and on any medium, disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") under this Agreement, regardless of the form of disclosure, and includes without limitation and without the need to designate as confidential: (a) Customer Data (which is Customer's Confidential Information); and (b) VIPRE's computer software, technologies, and related documents and information (which is VIPRE's Confidential Information); BUT DOES NOT INCLUDE any information to the extent, but only to the extent, that such information is: (a) already known to or in the possession of the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (b) subsequently learned by the Receiving Party from a third party and without breach of this Agreement or any agreement with such third party; (c) becomes publicly available through no wrongful act of the Receiving Party; or (d) independently developed by the Receiving Party without reference to any Confidential Information. Any Confidential Information that qualifies as personal data under applicable data protection law is not governed by this section 5 but exclusively governed by applicable data protection law and any data protection related agreements between the parties, in particular Schedule A (the "Data Processing Terms").
- 2. **Duty to Protect; Permitted Disclosures.** The Confidential Information will only be used by a party for the purposes of carrying out the obligations of, or as otherwise contemplated by this Agreement. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent such disclosure is required by a valid order of a court, tribunal or governmental body or institution of competent jurisdiction and authority or by applicable law, provided that before making any such disclosure the Receiving Party gives reasonable notice to the Disclosing Party of the potential disclosure and reasonably assists the Disclosing Party in seeking a protective order preventing or limiting the potential disclosure or use of the Confidential Information.
- 3. **Return and Destruction of Confidential Information:** Upon termination of this Agreement or at any time upon request by the Disclosing Party, the Receiving Party will promptly deliver to the Disclosing Party all originals and copies of the Disclosing Party's Confidential Information and delete all the Disclosing Party's Confidential Information from any and all of the Receiving Party's sources, or systems.

6. PROPRIETARY RIGHTS

- 1. VIPRE Ownership: As between the Parties, VIPRE owns and retains all right (including all exclusive use rights), title and interest (including without limitation all copyrights, patents, moral rights, trademark rights and other intellectual property and industrial property rights) in, to and associated with the Services and all Software and technology used to provide the Services and related documents and information. Customer and Users will not acquire any right, title or interest in or to any software or technology provided by VIPRE for use by Customer or Users as part of the Services, with the exception of a right to use the Services as specified section 7 below.
- 2. **Customer Ownership:** As between the Parties, Customer owns and retains all right, title and interest in, to and associated with Customer Data, except that Customer grants to VIPRE a non-



exclusive, royalty free, non-transferable license during the Term to access, copy, and otherwise use Customer Data for the purpose of providing the Services and fulfilling its obligations under this Agreement. Customer and VIPRE agree that the Data Processing Terms are incorporated and form part of this agreement.

7. USE RIGHT FOR CUSTOMER AND USERS

- 1. Use Right. The Services may require or allow you to download software, software updates or patches, or other utilities and tools onto your computer or device ("Software"). The Software is licensed, not sold, to Customer by VIPRE for use only by Customer and its Users under the terms of this Agreement. VIPRE hereby grants to Customer and the Users a non-exclusive, nontransferable, non-sublicensable right during the Term of this Agreement for each Customer and its User to use the Software, in object code form only and solely for the purpose and only in accordance with this Agreement, the EULA and any Third Party License Terms. The Software and all parts thereof are the subject matter of various proprietary rights, including without limitation copyrights, trade secrets, patents and other similar intellectual and industrial property rights. Customer may not sub-license (except to the Users), or charge others to use or access the Software. Customer may not modify the Software or use it in any way not expressly authorised in writing by VIPRE. Customer understands that VIPRE's introduction of various technologies may not be consistent across all platforms and that the performance of the Software and related Services may vary depending on Customer's computer and other equipment. From time to time VIPRE may provide updates or modifications to the Software which will not negatively affect the Software for the Customer and such updates and modifications may be required in order to continue the use of the Software and the Services.
- 2. **Restrictions.** Customer and its Users may only use the Software as expressly authorised by this Agreement. Notwithstanding the foregoing, Customer and its Users are not allowed (unless permitted by applicable law, in particular §§ 69d and e German Copyright Act) to (i) attempt to create or derive any of the source code or other technology or data within the Software by disassembly, reverse engineering or any other method, or otherwise reduce the Software to a human-perceivable form and/or from modifying or translating any part of the Software; (ii) violate any law, statute ordinance or regulation in connection with this Agreement; (iii) use the Services in violation of any applicable laws; or (iv) gain or attempt to gain unpermitted access by any means to any VIPRE computer system, network or database.
- 3. **Monitoring Service Use; Disclosure of Aggregated Data:** Notwithstanding any other provision of this Agreement, VIPRE may, in compliance with applicable laws, in particular applicable data protection law, (i) monitor the use of the Services by Customer and Users without any further notice; and (b) disclose to other persons aggregated, non-identifiable information regarding the use of the Services by Customer and Users.

8. STATUTORY WARRANTY RIGHTS

1. Defects of quality are deemed to exist only if the Services do not have the contractually agreed qualities ("Defects"). The contractual quality of the Services is derived in particular from the provisions of this Agreement and the specifications set forth in the documentation (as made available in the Order Form). To the extent any Service or functionality is provided to Customer



free of charge, VIPRE is liable only for maliciously concealed Defects (in accordance with statutory law).

- 2. If Customer believes that there is a Defect, Customer will document it in a manner as transparent and replicable for VIPRE as reasonably possible and report such Defect to VIPRE immediately after it has been discovered.
- 3. To the extent statutory warranty rights apply in principle, they are limited as follows: VIPRE will, if subsequent performance does not entail unreasonable effort, either cure the Defect (which could also be by providing a reasonable workaround) or deliver a substitute which is working properly. If VIPRE fails to do so within an appropriate period of time allowing for at least two attempts of rectification, Customer may terminate the concerned orders without further notice. This does not apply for immaterial Defects which do not significantly impair usage of the Services. Other remedies for failure of subsequent performance are excluded.
- 4. The responsibility of VIPRE is excluded to the extent Defects result from non-observance of operating conditions for the Services or modifications made to the Services by anyone other than VIPRE or VIPRE's authorized representative (for clarity, VIPRE is in particular not responsible for modifications made by Customer or Users). Any work provided by VIPRE in this regard may be subject to additional remuneration depending on scope and amount of additional efforts required.
- 5. VIPRE may provide updates related to the Services from time to time. However, VIPRE is not obliged to do so.

9. LIMITATION OF LIABILITY

- 1. **Limitation of Liability.** Subject to section 9.2 below, VIPRE's liability and the liability of VIPRE's affiliates, respective directors, officers, employees, agents, representatives, subcontractors, successors, permitted assigns and related persons (collectively, "VIPRE Personnel") in connection with this contract for damages caused by slight negligence, irrespective of its legal ground, is limited as follows:
 - 1.1. VIPRE's and VIPRE Personnel's liability in case of breach of a material contractual obligation is limited to such damage that is foreseeable at the time of contract conclusion and characteristic for this type of contract. Material contractual obligations are obligations whose fulfilment is essential for the proper performance of this contract and on whose fulfilment Customer may reasonably rely.
 - 1.2. VIPRE and VIPRE Personnel is not liable in case of breach of any other obligations.
- 2. The aforementioned limitation of liability does not apply (i) in case of mandatory statutory liability (such as liability under the Product Liability Act), (ii) in case of culpably caused injury to life, personal injury or health and (iii) where and to the extent VIPRE has given a guarantee



- 3. Customer is required to take any actions to mitigate any damages as far as possible.
- 4. VIPRE and the Services are not data backup providers. Customer (and Users) are responsible for creating regular backups of data which is processed using the Service. Therefore, to the extent VIPRE is liable in principle under the foregoing for any loss of data, such liability is limited to the amount that would be needed to restore the lost data from a backup if it had been backed up properly beforehand.
- 5. The no-fault liability for initial defects under Sec. 536a para. 1 of the German Civil Code is excluded.

10. INDEMNIFICATION

- 1. VIPRE Indemnity. VIPRE will defend, indemnify, and save and hold Customer and its past, present and future directors, officers, employees, agents, representatives, successors, permitted assigns, related persons and each of them (collectively, the "Customer's Indemnified Representatives") harmless from and against any and all claims and proceedings directly or indirectly arising from, connected with or relating to any proven or unproven allegation that the Services or any part thereof, when used by Customer and Users in accordance with this Agreement, infringe or violate any intellectual, industrial or proprietary rights of a third party, excluding any such actual or alleged infringement or violation resulting from: (a) the combination of any Services by the Customer with software, products or services not supplied by VIPRE; or (b) any breach by Customer of its obligations under this Agreement.
- 2. **Customer Indemnity.** Customer will indemnify, defend and hold harmless VIPRE and its past, present and future directors, officers, employees, agents, subcontractors, representatives, successors, permitted assigns, related persons and each of them (collectively, the "VIPRE's Indemnified Representatives") from and against any and all claims and proceedings directly or indirectly arising from, connected with or relating to: (a) use of the Services by Customer or Users in violation of this Agreement or the EULA, to the extent such violation was culpably caused by the Customer of its Users; (b) any culpably caused misconduct relating to the use of the Services, breach of this Agreement or violation of the EULA by Customer, Users, or any other person for whom Customer is under this Agreement or in law responsible; or (c) the suspension of Services culpably caused by Customer or its Users.

3. **Indemnity Procedure.** The Indemnifying Party's obligations are conditional upon the Indemnified Party and its Indemnified Representatives (if applicable): (a) giving the Indemnifying Party prompt notice of the claim or proceeding; (b) granting control of the defence and settlement of the claim or proceeding to the Indemnifying Party (provided that a claim and/ or proceeding will not be settled without the prior written consent of the Indemnified Party and its Indemnified Representatives (if applicable), which consent will not be unreasonably withheld



or delayed); and (c) reasonably co-operating with the Indemnifying Party regarding the defence and settlement of the claim and/or proceeding at the Indemnified Party's expense. Notwithstanding anything contained in this Agreement to the contrary, the Indemnified Party and its Indemnified Representatives (if applicable) retain the right to participate in the defence of and settlement negotiations relating to any claim or proceeding with counsel of its own selection at its sole cost and expense.

11. DATA PROTECTION

- 1. Under this Agreement, the Parties may partly process personal data of the other Party as a controller. This includes business contact data of the other Party's employees to carry out the contractual relationship under this Agreement and for business partner relationship management. Each Party will be required to process such personal data of the other Party in compliance with applicable data protection law.
- 2. Under this Agreement, VIPRE may also partly process personal data of the Customer as a processor. For this purpose, VIPRE and Customer enter into the data processing agreement provided in Schedule A.

2. TERM, TERMINATION AND SUSPENSION

- **2.1. Term**. The initial term of this Agreement (the "Initial Term") will commencing on the Effective Date, unless terminated earlier by either Party pursuant to this Agreement. This Agreement will automatically renew for additional one-year periods (each a "Renewal Term") unless either Party gives notice of non-renewal to the other Party by no later than sixty (60) days before the end of the Initial Term or the then-current Renewal Term. For purposes of this Agreement, the Initial Term and each Renewal Term are referred to collectively as the "Term".
- **2.2. Termination for Cause.** The right to terminate this Agreement for good cause remains unaffected.
- **2.3. Effect of Expiration or Termination.** Immediately upon expiration or termination of this Agreement, Customer and all Users will cease using the Services affected by the expiration or termination and Customer will pay VIPRE all due Fees. Upon expiration or termination of this Agreement, VIPRE will co-operate with and upon request provide reasonable assistance to Customer in transferring Customer Data currently stored in VIPRE's systems that relates to the Service affected by the expiration or termination to Customer or a different service provider, provided Customer pays all outstanding and due Fees and pays in advance VIPRE's fees for its additional services required to transfer the Customer Data based upon VIPRE's then-current fee schedule.
- **2.4. Survival.** Notwithstanding anything herein to the contrary, the following provisions of this Agreement, and all other provisions necessary to their interpretation or enforcement, will survive the termination of this Agreement and will remain in full force and effect and be binding upon the Parties as applicable: Clauses 4, 5, 6, 7, 8, 9, 10, and Clauses 12.13 and 12.14.



13. MODIFICATIONS TO CUSTOMER AGREEMENT

This Agreement may not be amended except in writing signed by both you and VIPRE.

14. GENERAL

- 1. **Force Majeure**. Notwithstanding any other provision of this Agreement, VIPRE will not be liable to Customer for any delay in performing or failure to perform any of its obligations hereunder if performance is delayed or prevented due to any cause or causes that are beyond VIPRE's reasonable control, including without limitation: (a) acts of God, such as fire, lightning, storm, flood, earthquake or natural disaster; (b) war, terrorism, riot, civil unrest, commotion or acts of a public enemy; (d) epidemic or quarantine restrictions. Any delay or failure of this kind will not be deemed to be a breach of this Agreement by VIPRE, and the time for VIPRE's performance of the affected obligation will be extended by a period that is reasonable under the circumstances.
- 2. **Relationship of Parties.** The Parties are independent contractors, and nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment, or other similar relationship between the parties.
- 3. **Assignment**. Neither Party may assign this Agreement or any of its rights or obligations hereunder whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent, except to (i) an Affiliate of such Party that is capable of performing all of such Party's obligations hereunder, (ii) any corporation or other entity resulting from any merger, consolidation, or other reorganization involving such Party, or (iii) any Person to which such Party transfers all or substantially all of its business or assets; provided that in each such case, such Party will require, as a condition to such assignment, that any assignee or successor is capable of performing all of such Party's obligations.
- 4. **No Third Party Beneficiaries.** Nothing herein shall be construed to confer upon or give to any person other than Customer and VIPRE, and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement. Without limiting the generality of the foregoing, Users will not have any rights hereunder.
- 5. **Anti-Bribery Provisions.** The Parties hereby agree that they shall comply with all applicable anti-bribery laws as well as any other applicable laws and regulations.
- 6. **No Waiver.** No consent or waiver by a Party to or of any breach or Default by the other Party in its performance of its obligations hereunder will be deemed or construed to be a consent to or waiver of a continuing breach or Default or any other breach or Default of those or any other obligations of that Party. No consent or waiver will be effective unless in writing and signed by both Parties.
- 7. **Remedies.** Except as specifically provided herein, the specific rights and remedies of a Party hereunder are cumulative and not exclusive of any other rights or remedies to which such Party



may be entitled under this Agreement or at law, and the Parties will be entitled to pursue any and all of their respective rights and remedies concurrently, consecutively and alternatively.

- 8. **Severability**. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. It is the intention of the Parties that this Agreement would have been executed without reference to any provisions that may, for any reason, be held to be invalid or unenforceable.
- 9. **Counterparts and Execution by Fax.** This Agreement may be executed and delivered in one or more counterparts, which may be executed and delivered by facsimile transmission, and each counterpart when so executed and delivered will be deemed an original, and all such counterparts will together constitute one and the same document.
- 10. **Complete Agreement.** This Agreement sets forth the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any and all previous communications, representations, negotiations, discussions, agreements or understandings, whether oral or written, between them with respect to the subject matter of this Agreement. Save as expressly provided herein, this Agreement may be modified only by a written instrument signed by both Parties or their successors or permitted assigns. This written form requirement applies also to this section 13.10
- 11. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the substantive laws of Germany. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed.
- 12. **Dispute Resolution.** Any dispute between the Parties arising from, connected with, or relating to this Agreement, the subject matter of this Agreement (including the Services), or the expiration or termination of this Agreement will be determined by respective courts of Berlin, Germany.



ANNEX I

SERVICE DESCRIPTIONS

(1) VIPRE Endpoint Security Cloud

VIPRE Endpoint Security Cloud is a cybersecurity, subscription based SaaS solution. Upon subscription, and following completion of a form to provide the required information in order to create an account, the Customer will receive an email containing their credentials so that they may access the product. The Customer may then deploy the agent to each endpoint in order to provide protection.

(2) VIPRE SafeSend with Data Loss Protection

VIPRE SafeSend with Data Loss Protection is a cybersecurity, subscription based software download solution. Upon subscription, the Customer will receive an email with their license as well as a link to download the product.

There are two different deployment options available for this product:

- a. The PC add-in is a Microsoft Outlook COM add-in that can be installed on each endpoint or with a took such as GPO; and
- b. The Web add-in is deployed to a web server (for example, IIS) employing either Microsoft Exchange or Outlook Web Access.

(3) VIPRE Security Awareness Training Enterprise

VIPRE Security Awareness Training Enterprise is a cybersecurity, subscription based SaaS solution. Upon subscription, and following completion of a form to provide the required information in order to create an account, the Customer will receive an email containing their credentials so that they may access the product. Once the Customer adds their learners to their account, they can activate their learning paths to commence each training program.

(4) VIPRE Email Advanced Threat Protection

VIPRE Email Advanced Threat Protection is a cybersecurity, subscription based SaaS solution. Upon subscription, and following completion of a form to provide the required information in order to create an account, the Customer will receive an email containing their credentials so that they may access the product. Once the Customer sets up their account and verifies their domain, they will need to redirect their MX record to the VIPRE Email Cloud Service.



VIPRE® Services End-User License Agreement

Ziff Davis Deutschland GmbH

Last Modified: March 2022

This VIPRE Services End-User License Agreement of Ziff Davis Deutschland GmbH (this "EULA") is an integral part of the VIPRE Terms of Services. Unless otherwise provided in the EULA, the terms and conditions of the VIPRE Terms of Services apply.

1. LICENSE

- a) End-User and any users, who are authorized by the End-User under the VIPRE Terms of Service to use the VIPRE Services ("Authorized Users") are only permitted to use the VIPRE Service if, and only as long as, End-User is in the possession of a valid document that demonstrates the right to use the VIPRE Service under the VIPRE Terms of Service, such as an invoice, license key, license certificate, order confirmation or similar documents issued by VIPRE ("License Certificate") provided the License Certificate further defines the type of VIPRE Service, the term of the license granted to the End-User, the type of license, the quantities and any applicable Use Levels (such as number of users, number of computers, operating system, hardware system, application object or machine tier limitations).
- b) Upon termination or expiration of the VIPRE Terms of Service between End-User and VIPRE, End-User and any Authorized User will have no further right to access or use the VIPRE Service.
- c) VIPRE grants to the End-User and the Authorized Users the limited non-exclusive, non-transferable, non-sublicensable, revocable (except as expressly set forth herein) license to use the VIPRE Service, in object code form only, solely for the End-User's business (non-consumer) use, solely in support of End-User's internal business operations and the internal business operations of End-User's affiliated entities, and solely as defined in the License Certificate.
- d) The End-User and any Authorized User are not allowed (unless permitted by applicable law, in particular §§ 69d and e German Copyright Act) to (i) attempt to create or derive any of the source code or other technology or data within the VIPRE Service by disassembly, reverse engineering or any other method, or otherwise reduce the VIPRE Service to a human-perceivable form and/or from modifying or translating any part of the VIPRE Service; (ii) violate any law, statute ordinance or regulation in connection with the use of the VIPRE Service; (iii) gain or attempt to gain unpermitted access by any means to any VIPRE Service; or (iv) file copyright or patent applications that include the VIPRE Service or any portion thereof.

2. <u>CONDITIONS</u>

- a) The End-User is solely responsible for ensuring that the use of the VIPRE Service complies with the specifications in the License Certificate, in particular that the use of the VIPRE Service does not exceed the licensed Use Level.
- b) If End-User exceeds the scope of use as specified in the License Certificate, VIPRE will take the following remedies under the:
 - (i) Contact the End-User to request an increase in the licensed Use Level for the VIPRE Service.
 - (ii) Restrict End-User's use of the Service (see Technological Protection Measures, below).
 - (iii) Prevent access to the VIPRE Service updates and support for the VIPRE Service.



- (iv) At the end of the License Term and when processing a License renewal, VIPRE may increase the licensed Use Level to cover any overage. This applies to both manual and automatic renewal (see 2. Auto Renew, below).
- c) End-User is required to ensure that the End-User and any Authorized Users:
 - (i) use the VIPRE Service in a courteous and cooperative manner and only for lawful purposes,
 - (ii) not abuse the VIPRE Services,
 - (iii) not use the VIPRE Services so as to violate the law,
 - (iv) not misuse the proprietary information or property of others for his or her own purposes or otherwise,
 - (v) not use the VIPRE Service in a manner that does not misuse the intellectual property rights and proprietary information of others
 - (vi) not make publications which are threatening or defamatory or otherwise injurious to the safety, business or reputation of others,
 - (vii) not disclose private communications without permission to parties other than the intended recipient, or disclose confidential information;
 - (viii) not post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, pornographic, or profane information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, provincial, state, national or international law, including without limitation, export control laws and regulations;
 - (ix) not post or transmit any information or software that End-User or Authorized User, as applicable, is aware contains a virus, worm, or other harmful component;
 - (x) not upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Internet which is protected by copyright or other proprietary right, without obtaining the permission of the copyright owner or right holder;
 - (xi) not falsify information provided to VIPRE or to other users of the VIPRE Service in connection with the use of the VIPRE Service;
 - (xii) not share accounts, including without limitation, letting third parties use the account and password;
 - (xiii) not use the VIPRE Service to store (a) any "protected health information" (as such term is used in the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191) unless End-User is using the VIPRE Service CypherSmart, or (b) any other type of information that imposes independent obligations upon VIPRE.
- d) VIPRE is permitted to use aggregated (non-personal data) that derive from the use of the VIPRE Service for product improvement, diagnostics, analytics and error fixing.

3. LICENSE RESTRICTIONS

Except as otherwise expressly permitted, the End-User and the Authorized Users shall have no right to:

- a) rent, lease, transfer, assign or sublicense the rights to use the VIPRE Service to any other person, or entity;
- b) remove, modify, or adapt any copyright or other intellectual property notice of VIPRE or its licensors from the VIPRE Service;



- c) use or permit the VIPRE Service to be used to perform services for third parties (i.e. act as a "service provider"), whether on a service bureau or time sharing basis or otherwise, without the express written authorization of VIPRE;
- d) make copies of the VIPRE Service or any VIPRE Service components, provided that End-Users may make one copy of the VIPRE Service for back up or archival purposes, provided End-User agrees not to grant access to such backup VIPRE Service to any other individual or business entity;
- e) unbundle the VIPRE Service into its component parts as it is provided to End-User as a single product;
- f) use or permit the VIPRE Service to be used for any of the following acts or omissions:
 - (i) Using it in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines, or any other application in which the failure of the VIPRE Service could lead directly to death, personal injury, or severe physical or property damage;
 - (ii) Transmitting or posting of chain letters or pyramid schemes, or other acts that involve deceptive online marketing practices or fraud;
 - (iii) Sending or transmitting any SPAM over the VIPRE Service, whether via e-mail, Usenet, or any other communication channel
 - (iv) Acts that may materially affect the quality of other users' experience, including, without limitation, "spikes" in bandwidth usage or using any program/script/command, or sending messages of any kind, designed to interfere with a third party customer terminal session, via any means, locally or via the Internet;
 - (v) Actual or attempted unauthorized use or sabotage of any computers, machines or networks;
 - (vi) Introducing malicious programs into VIPRE's network or servers (e.g. viruses, worms, Trojan horses, etc.);
 - (vii) Engaging in any monitoring or interception of data not intended for you without authorization;
 - (viii) Attempting to circumvent authentication or security of any host, network, or account ("cracking") without authorization;
 - (ix) Using any method, software or program designed to collect identity information, authentication credentials, or other information from the legitimate users of another entity's website or service;
 - (x) Transmitting or receiving, uploading, using or reusing material that is abusive, indecent, defamatory, harassing, obscene or menacing, or a breach of confidence, privacy or similar third party rights;
 - (xi) Transmitting or receiving, uploading, using or reusing material that violates any intellectual property rights of a third party, including, without limitation, patent, trademark or copyrights;
 - (xii) Transmitting or receiving, uploading, using or reusing material that includes sexual or explicit depictions of minors in any form;
 - (xiii) Transmitting or receiving, uploading, using or reusing material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);



- (xiv) Advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate this License;
- (xv) Falsifying header information or user identification information;
- (xvi) Using the VIPRE Service for anything other than lawful purposes including, but not limited to, intentionally or unintentionally violating any applicable local, state, national or international law;
- (xvii) Impersonating any person or entity, including, but not limited to, a VIPRE representative, or falsely stating or otherwise misrepresenting your affiliation with a person or entity; and/or
- (xviii) use the VIPRE Service in any manner not expressly authorized in the EULA.

4. TECHNOLOGICAL PROTECTION MEASURES

The VIPRE Services may contain technological protection measures ("TPM"), for instance a license key or code, which prevents unlimited copying, or limit time of use or functionality in accordance with the Reseller License Certificate. End-User must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in the End-User's possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorized removal or circumvention of such TPM.

The VIPRE Service will automatically contact VIPRE to receive information about security, antivirus, anti-spamming or anti-phishing activities ("Content") and, in addition, if and when any of the following events occur: (i) the VIPRE Service is successfully installed by You; (ii) You fail to install the VIPRE Service successfully; (iii) the VIPRE Service has been successfully configured; (iv) there are changes to the VIPRE Service's license key or TPM; and / or (v) the VIPRE Service is uninstalled.

5. OPEN SOURCE SOFTWARE

Part of the VIPRE Service may incorporate and consist of third party open source software (collectively "Open Source"), which You may use under the terms and conditions of the specific license ("Open Source License") under which the Open Source software is distributed. You are required to comply with the Open Source License. Title to Open Source software remains with the applicable licensor(s).



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Schedule A

VIPRE Data Processing Terms

These Data Processing Terms will only apply to the extent that the Data Protection Legislation applies to the processing of Customer Personal Data (each as defined herein) by VIPRE on behalf of Customer. This Schedule A forms part of and is subject to the Agreement, including the terms and conditions of the VIPRE Terms of Service.

Terms not defined in these Data Processing Terms shall have the meaning set out in the Agreement.

1. **DEFINITIONS**

In these Data Processing Terms:

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with, a party from time to time;

"Customer Personal Data" means personal data contained in the Customer Data;

"Data Processing Terms" means the terms set out in this Schedule A;

"Data Protection Legislation" means, as applicable: (a) the GDPR; and (b) the data protection laws applicable in England and Wales (if your Agreement is with VIPRE Security Limited); or Ireland (if your Agreement is with J2 Global Ireland Limited)), in each case as may be amended or supplemented from time to time;

"GDPR" means the EU General Data Protection Regulation 2016/679;

"Sub-Processors" means third parties authorised under these Data Processing Terms to process Customer Personal Data in order to provide parts of the Services and any related technical support.

The terms "controller", "data subject", "personal data", "processing", "processor" and "supervisory authority" as used in these Data Processing Terms have the meanings given in the GDPR.

2. DURATION



These Data Processing Terms shall apply for the duration of the Agreement and until the Customer Personal Data is deleted in accordance with Clause 11 of these Data Processing Terms

3. NATURE, SCOPE AND PURPOSE OF PROCESSING

- 3.1 The types of personal data that are part of the Customer Data and the categories of data subjects to which such personal data relate for each Service are set out in Exhibit 1 hereto provided that the Customer expressly acknowledges and agrees that VIPRE has no control or influence over the content of the emails which are included in the Customer Data and Customer shall notify should it wish to add further categories for incorporation into this Agreement.
- 3.2 The provision of the Services will include the collecting, recording, organising, structuring, storing, altering, retrieving, using, disclosing, combining, erasing and destroying of Customer Personal Data for the purpose of providing the Services and any related technical support to Customer.
- 3.3 In relation to the provision of the Services by VIPRE, the Customer or its customer is and shall be a Data Controller and VIPRE is and shall be a data processor. In the event that the Customer qualifies as a Data Processor, VIPRE will act as its sub Data Processor and Customer warrants to VIPRE that Customer's instructions and actions with respect to Customer Personal Data, including the appointment of VIPRE as another processor, has been authorised by the relevant Controller.
- 3.4 VIPRE shall only process the Customer Personal Data in accordance with Customer's instructions. Customer instructs VIPRE to process the Customer Personal Data to provide the Services in accordance with the Agreement and otherwise on the instructions of the contact persons designated by the Customer or such third party as the Customer has confirmed in writing is authorised to provide such instructions (an "Authorised Agent"), taking into account the nature of the Services, in each case for the sole purpose of performing its obligations under the Agreement, including any related technical support and for the duration of the Agreement. VIPRE shall immediately inform the Customer if, in its opinion, an instruction infringes the Data Protection Legislation. The Customer remains at all times fully liable for any instructions given by its contact person(s) or an Authorised Agent.
- 3.5 The parties acknowledge and agree that any instructions may be given by email or orally where the Customer or Authorised Agent is using VIPRE's technical support team, provided that VIPRE shall keep a record of such oral instructions.
- 3.6 The Customer further acknowledges and agrees that it (and/or its customer if its customer (also) qualifies as the Controller) is responsible for determining the purposes for and manner in which the Customer Personal Data is processed and hereby undertakes that it and, where applicable, its customer has taken, and shall, throughout the duration of the Agreement, take all measures concerning the Customer Personal Data to ensure compliance with its obligations under the Data Protection Legislation, including the processing activities carried out by the Services and any authorisations required in respect of the provision of such Services by VIPRE under these Data Processing Terms.



4. VIPRE PERSONNEL

- 4.1 VIPRE will impose and maintain appropriate contractual obligations regarding confidentiality on any personnel authorised by VIPRE to access the Customer Personal Data.
- 4.2 VIPRE will implement and maintain access controls and policies in order to restrict VIPRE personnel processing Customer Personal Data to those VIPRE personnel who need to process Customer Personal Data to provide the Services to the Customer.

5. SECURITY MEASURES

- 5.1 VIPRE has implemented and will maintain appropriate technical and organisational security measures to prevent unauthorised access to the Customer Personal Data, unauthorised or unlawful alteration, disclosure, destruction or unlawful processing of the Customer Personal Data or accidental loss or destruction of, or damage to, the Customer Personal Data, in each case taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing pursuant to the Services.
- 5.2 Customer is solely responsible for its use of the Services, including securing the account authentication credentials, systems and devices Customer and Users use to access the Services.

6. STORAGE AND TRANSFERS OF PERSONAL DATA

- 6.1 Unless otherwise authorised by the Customer, VIPRE shall only process the Customer Personal Data in the United Kingdom, the European Economic Area ("EEA") or in a third country approved as having adequate protection for Personal Data by the European Commission from time to time (an "Adequate Jurisdiction").
- Where Customer Personal Data is processed by an approved Affiliate or a third party located in a country that is not in the EEA or an Adequate Jurisdiction (a "Third Country"), VIPRE shall procure that such Affiliate or third party (i) undertakes to comply with the processor obligations under the EU Standard Contractual Clauses relating to the transfer of personal data to processors established in Third Countries approved by the EU Commission in Commission Decision 2010/87/EU (as may be amended, updated or replaced from time to time) or (ii) confirm that there is another lawful transfer mechanism under applicable Data Protection Legislation in place (for example Binding Corporate Rules) and shall, upon request, provide the Customer with relevant information relating to any such standard it has implemented.
- 6.3 VIPRE recommends all transfers of Customer Personal Data are made via a secure connection such as HTTPS or SFTP. If Customer choses another method of transfer, it shall notify VIPRE no later than the date of commencement of the Services. On termination, if Customer instructs VIPRE to provide a copy of the Customer Personal Data, it shall do so in a structured, commonly used and machine readable form (for example CSV files) and shall transfer such data via a secure connection such as HTTPS or SFTP, unless otherwise instructed by Customer.



If Customer instructs VIPRE to deliver the Customer Personal Data other than via encrypted VPN, Customer is solely responsible for method and destination of the transfer of such data.

7. SUB-PROCESSING

- 7.1 The Customer hereby specifically authorises the engagement of the following as sub-processors: (i) any VIPRE Affiliate located in the EEA (a list of which is available on request); (ii) any other VIPRE Affiliate not located in the EEA that is notified to it in the Order Form; and (iii) the third parties notified to it in the Order Form in relation to the Services, subject to the terms of clause 6.2.
- 7.2 Customer also generally authorises the use of other sub-Processors by VIPRE, provided that:
 - (a) VIPRE shall restrict the sub-Processor's processing of the Customer Personal Data to processing that is necessary to provide or maintain the Services;
 - (b) VIPRE shall enter into contractual arrangements with such sub-Processors requiring them to guarantee a similar level of data protection compliance and information security to that provided for hereinto the extent applicable to the processing activities being provided by such sub-Processor; and
 - (c) if a sub-Processor fails to comply with its data protection obligations, VIPRE shall remain fully liable to the Customer for the performance (or failure of performance) of the sub-Processor's data protection obligations.
 - (d) VIPRE will, by email notification to the Customer Representative, notify the Customer if any new third party sub-Processor is appointed during the Term and Customer shall have the opportunity to object to the use of such sub-Processor. If the Customer:
 - (i) does not respond (in writing) within 30 days from the date of the notification, it will deemed to have given its authorisation to the use of such sub-Processor;
 - (ii) responds within 30 days by refusing (in writing) its authorisation, and a mutually acceptable resolution to such refusal cannot be agreed, it may terminate the service or that part of the service which is provided by VIPRE using the relevant sub-Processor. This termination right is Customer's sole and exclusive remedy if Customer objects to any new third party Sub-processor.
- 7.3 Notwithstanding sub-sections 7.1 to 7.2 above, and subject to applicable law, VIPRE may freely use sub-contractors or suppliers that do not qualify as processors under the Data Protection Legislation, including but not limited to energy suppliers, equipment suppliers, transport suppliers, technical service providers, hardware vendors etc.) without having to inform or seek prior authorisation from the Customer.



8. ASSISTANCE WITH DATA SUBJECT REQUESTS

- 8.1 The Customer acknowledges and agrees that it shall be responsible for compliance with any requests from data subjects under Data Protection Legislation.
- 8.2 VIPRE agrees to provide reasonable assistance to the Customer without undue delay, taking into account the nature and functionality of the Services, in respect of the Customer's or its customers' obligations regarding:
 - (a) requests from data subjects in respect of access to or the rectification, erasure, restriction, blocking or deletion of Customer Personal Data, provided that the Customer acknowledges that where the Services functionality so permits, such actions shall be performed by the Customer or an Authorised Agent on its behalf and not by VIPRE;
 - (b) the investigation of any incident which gives rise to a risk of unauthorised disclosure, loss, destruction or alternation of Customer Personal Data and the notification to the supervisory authority and data subjects in respect of such incidents;
 - (c) at the sole expense and cost of the Customer, the preparation of data protection impact assessments and, where applicable, carrying out consultations with the supervisory authority.

9. DEMONSTRATING COMPLIANCE

- 9.1 VIPRE may use independent third party auditors to periodically verify the adequacy of the security controls that apply to the Services.
- 9.2 The Customer shall have right to audit VIPRE's compliance with these Data Processing Terms by:
 - (a) requesting a copy of any certificate made available pursuant to Clause 9.1; and
 - (b) if the Customer, acting reasonably, can show that the certificate provided under Clause 9.2 (a) is not sufficient to demonstrate VIPRE's compliance with these Data Processing Terms or such certificate is not made available, then VIPRE agrees at the request and sole expense of the Customer (including the reasonable costs and expenses of VIPRE) to make available such other information and documents and contribute to such audits as the Customer or its authorised representative may reasonably request in order for it to audit compliance with the obligations under the Data Processing Terms, provided that such audit shall be during regular business hours, with reasonable advance notice to VIPRE and subject to reasonable confidentiality procedures. Before the commencement of any such audit, the parties shall mutually agree upon the scope, timing, and duration of the audit. Customer may not audit VIPRE more than once annually.
- 9.3 VIPRE shall not be required to disclose any business confidential or commercially sensitive information, other customers' information or information that it reasonably considers could be used to compromise the security or integrity of its systems.



10. DATA BREACH

- 10.1 If VIPRE becomes aware of a security breach in relation to any Customer Personal Data which results in accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data, VIPRE will notify the Customer without undue delay, providing sufficient information to enable the Customer to assess the breach and its obligations regarding notifying supervisory authorities or data subject under the Data Protection Legislation. Such notification shall be provided to the Customer Representative. For the avoidance of doubt, VIPRE shall not be required to notify Customer of any unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
- 10.2 Customer is solely responsible for complying with incident notification laws applicable to Customer under the Data Protection Legislation. Notwithstanding the foregoing, the parties will cooperate and provide all reasonable assistance with respect to complying with third party notification obligations under the Data Protection Legislation.
- VIPRE's notification of or response to a data breach incident under this Clause 10 will not be construed as an acknowledgement by VIPRE or any of its Affiliates of any fault or liability with respect to the data breach.

11. DELETION OF CUSTOMER DATA

Customer herby instructs VIPRE and any sub-processors to, within three months of the date of termination of the Agreement, delete all Customer Personal Data and upon request provide written (including email) confirmation to the Customer that it has taken such measures.



Exhibit 1 Data Processing Details

	VIPRE EMAIL SECURITY	VIPRE ENDPOINT SECURITY	VIPRE SECURITY AWARENES S	VIPRE Web Security	VIPRE Encrypt.Team	VIPRE Safesend
Subject matter of Processin g	The scanning of emails for the purpose of protection against spam, virus and malware	Device scanning for the Monitoring and Protection against	Providing security awareness training to employees	Device Filtering based on corporate rules and protection from	Providing access to the internet via secure VPN	N/A – VIPRE does not access/process data
Categorie s of Personal Data	Name, email address, job title, IP Address Note: other categories of personal data may be included in emails, which may also	Name, email address, IP address, login name, device name	Name, email address	Name, email address, IP address, login name, device name	Name, email address, IP address	N/A – VIPRE does not access/process data
Categorie s of Data Subject	Users (employees, contractors of customer), customers, vendors of customers	Users (employees, contractors of customer)	Users (employees, contractors of customer)	Users (employees, contractors of customer)	Users (employees, contractors of customer)	N/A – VIPRE does not access/process data