

Apptix - End User Agreement

Effective Date: March 27, 2009; Updated February 1, 2014

1. INTRODUCTION.

In this End User Agreement ("Agreement"), "you" and "your" refer to each customer that purchases any Apptix product or service, (whether as an individual business registration or as an authorized employee or representative of a corporation or other business entity) ("Customer"). If subscribing in the name of a corporation, limited liability company, or other entity ("Company"), "you" refers to such Company, and the individual registering the Company represents that he or she has full authority to bind the Company to the terms and conditions of this Agreement. "We", "us" and "our" refer to Apptix, Inc. ("Apptix"). This Agreement explains our obligations to you, and your obligations to us in relation to purchases and uses of Apptix product(s) and service(s) (the "Services") by you. By purchasing or otherwise applying for Services, you acknowledge that you will establish an account with us. You agree to be responsible for all activities, charges, changes, and obligations incurred through your account, whether or not authorized by you. Further, you agree that security of your account information, including your user name and password, is your responsibility, and that Apptix may assume without inquiry that any person in possession of your user name and password has authority to access or modify your account or the Services.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN DO NOT CONTINUE WITH THE REGISTRATION PROCESS. BY PURCHASING ANY OF THE SERVICES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS HEREIN.

2. TERMS.

Sections 1 through 25 apply to all Services that you purchase. You acknowledge and agree that particular Services may be subject to additional terms and conditions required by the Apptix licensor(s), as referenced in each schedule posted on the Apptix website (the "Schedules"). In the event of any inconsistency between the terms of Sections 1 through 25 and the terms in such a Schedule, the terms of the Schedules will control but only with regard to the particular Service to which the Schedule applies; otherwise the provisions of Sections 1 through 25 will be controlling.

3. FEES AND PAYMENT AND TAXES.

(a) As consideration for the Services, you agree to pay Apptix the applicable fees set forth on your order at the time of your selection and due for the Services. All fees are due immediately as invoiced for a full month of service, are not pro-rated and are non-refundable, except as otherwise expressly noted in one or more of the Schedules to this Agreement or in an Apptix special promotion. Any renewal of the Services is subject to our then-current terms and conditions, including, but not limited to payment of all applicable fees at the time of renewal. If You agree to an automatic renewal, you authorize us to renew your subscription to the Services up to 7 days prior to its expiration, for the same term then-currently in place for the Services, at the applicable price for the Services, and to charge your credit card or other payment method on file for the renewal of the Services. You are responsible for the deactivation of service no longer desired. Billing for services shall commence on the earlier of a) the activation of services, or b)

thirty (30) days after your acceptance of this Agreement, and shall remain in effect for the duration specified. You are solely responsible for the accuracy and correctness of the credit card or payment information you provide to Apptix and must promptly inform Apptix of any changes thereto (e.g., change of expiration date or account number). If automatic renewal is not selected, you are solely responsible for renewal of the Services. You acknowledge that promotional offers may not be applicable to renewals.

(b) You agree to pay all value added, sales and other taxes (other than taxes based on Apptix income) related to the Services, and authorize Apptix to charge your credit card or other payment method for such taxes. Apptix may adjust the Client's Applicable Fees once per calendar year based on fluctuations in the Producer Price Index for the preceding calendar year. All sums due and payable that remain unpaid by you will accrue a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less. You have 30 days to dispute charges on your invoice, otherwise you forfeit your right to dispute those charges and will be responsible for them in full. In the event of your non-payment of any amounts due under this Agreement, Apptix may suspend or terminate any or all of the Services, and if the delinquency continues for a period of 28 days, Apptix may delete any of your Customer Data. Apptix may charge a reinstatement fee if you wish to reinstate a Service that has been terminated due to non-payment.

(c) You agree to pay the following \$75 administrative fee if any of the events listed occur: Any suspension of service requiring reactivation; insufficient funds fee (for manual billed customers); if you are delinquent in making payments as outlined above for two consecutive months. Any reactivation fee due to non-payment will require the account to be paid in full in addition to the collection of the administrative fee. Certain clients may be subject to a support fee of up to \$50 based on the number of users associated with the account.

(d) Certain professional services will be completed at a rate of \$195 per hour. These charges will not be assessed without you completing a Statement of Work approval form.

4. ACCURATE INFORMATION.

You agree to: (1) provide certain true, current, complete and accurate information about you as required by the application process; and (2) maintain and update according to our modification procedures the information you provided to us when purchasing the Services as needed to keep such information current, complete and accurate. We may rely on this information to send you important information and notices regarding your account and the Services.

5. LICENSE AND PROPRIETARY RIGHTS

Subject to the terms and conditions of this Agreement including the rights of any Third-Party Licensors, and solely with respect to each Elected Service, Apptix grants to Client a non-exclusive, non-transferable license to: access and use the Software in executable form only, solely for the Client's own internal business purposes, and solely in

accordance with the Documentation; copy and reproduce the Documentation solely for the purpose of facilitating Client's use of the Software.

Client acknowledges that any use of the Microsoft Outlook® desktop client is subject to Microsoft licensing requirements. If Client secures the Outlook desktop client from Aptix the use license is included in the monthly fee paid to Aptix. If the Client uses an Outlook desktop client secured through any other means Aptix disclaims, and the Client accepts, full responsibility for the proper licensing of said desktop client.

Client acknowledges that all or a portion of the Software and Documentation have been, or may be, licensed from Third-Party Licensors to Aptix. Client's use of the Software and Documentation is subject to the terms and conditions of any applicable end user license agreements of Aptix and Third Party Licensors. Aptix makes no representations or warranties regarding Software and Documentation provided under the terms of any applicable end user license agreements with Third Party Licensors. If Aptix reasonably believes that the use of any component of the Software would give rise to a colorable claim of infringement of the intellectual property rights of any third party, Aptix may, at its sole cost and expense, procure the right to continuing using such component of the Software or replace or modify it accordingly.

Client acknowledges that the Software and the Source Code contain valuable proprietary information and trade secrets of Aptix and its Third-Party Licensors. Except as expressly permitted in this Agreement, Client agrees that Client shall not, and will not permit any third party, to (a) make, have made, copy, reproduce, modify, adapt, alter, translate, or create derivative works from the Software or Source Code; (b) sublicense, distribute, sell, lease, rent, loan, or otherwise transfer the Software or Source Code to any third party; (d) reverse engineer, decompile, disassemble, modify, or attempt to reconstruct, identify, or discover the Software, Source Code, or any underlying ideas or techniques of the Software or Source Code (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation); (e) remove, alter, cover or obfuscate any copyright notices, trademarks, or other proprietary rights notices included in the Software, the Documentation, and/or the web access portal; or (f) otherwise use the Software or the Documentation, except as expressly permitted hereunder.

Ownership & Retained Rights. The Software and Documentation, and all worldwide intellectual property rights therein, are the exclusive property of Aptix and its Third-Party Licensors. All rights not expressly granted to Client hereunder are hereby reserved by Aptix.

6. CUSTOMER DATA.

Any data, information, material, code, media or other file provided by you and hosted by Aptix, located on the Aptix servers, or hosted by a third party on behalf of Aptix in connection with the Services (collectively, the "Customer Data") and the accuracy, quality, integrity legality, reliability, appropriateness and intellectual property ownership or right to use such Customer Data is your sole responsibility; use of such Customer Data by Aptix is subject to the

Apptix Privacy Policy, to the extent applicable. You acknowledge that Apptix's data replication is limited to a thirty (30) day period and intended for the recovery of data in the event of system related outages. You acknowledge such replication is not a substitute for a Client's backup or archiving needs. Apptix is not responsible for loss of Client Data; Apptix reserves the right to use your name, logo, and marks to identify you as a customer on its marketing and promotional materials.

7. RE-DIRECT.

If the Services include domain registration or other hosting services, you agree that we may post content to and/or re-direct any domain name(s) or DNS requests or related error pages, which are not configured by you, to the Apptix website or to the website of an Apptix affiliate, provided that such domain name, sub-domain or error page does not contain your content.

8. OWNERSHIP.

Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Services ("Apptix Intellectual Property Rights") are owned by Apptix or its licensors, and you agree to make no claim of interest in or ownership of any such Apptix Intellectual Property Rights. You acknowledge that no title to the Apptix Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the Apptix or its licensors' Intellectual Property Rights, other than the non-exclusive rights expressly granted in this Agreement. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes other than your internal business purposes any of the Services (or portion thereof) without the prior express written consent of Apptix. Apptix reserves the right to use your name, logo, and marks for any and all marketing and promotional purposes, as determined by Apptix in its sole discretion.

9. TERMS OF CONFIDENTIALITY.

You agree to exercise a heightened level of care and discretion to prevent and restrain the use, disclosure, or reproduction of Apptix's Confidential Information. "Confidential Information" means nonpublic information that Apptix designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential by you. Confidential Information includes, but is not limited to, pricing under this Agreement, information in tangible or intangible form relating to or including released products, Apptix's non-public business policies or practices, and information received from others that Apptix is obligated to treat as confidential. Confidential Information does not include any information, however designated, that you can demonstrate with written records; (i) is or subsequently becomes publicly available without your breach of any obligation under this Agreement; (ii)

became known to you prior to disclosure under this Agreement; (iii) became known to you from a source other than Apptix and other than by the breach of an obligation of confidentiality owed by you; or (iv) is independently developed by you. This obligation will last three (3) years after the termination of this Agreement.

10. YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICES OR RELATED TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY BREACH OF THIS AGREEMENT, IS LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICES DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL APPTIX, ITS LICENSORS AND CONTRACTORS BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF FUTURE REVENUE, INCOME OR PROFITS. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN APPTIX'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. Apptix and its licensors and contractors disclaim any and all responsibility or liability resulting from or related to: (1) delays, interruptions, unavailability, non-delivery, mis-delivery, failure, deletion, or loss of, or other damage to, any Customer Data, the Apptix control panel, the Services or any component thereof; (2) the unauthorized use or misuse of your account number, password or other security information; or (3) our storage and maintenance of your account information, payment information or other personal information. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR OF THE SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM WILL BE FOREVER BARRED.

11. DISCLAIMER OF WARRANTIES.

APPTIX MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THIS AGREEMENT, THE SERVICES, OR ANY OTHER APPTIX PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS, MERCHANTABILITY, NONINFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. APPTIX DOES NOT MAKE ANY REPRESENTATION THAT THE PURCHASE, DELIVERY, SALE IMPLEMENTATION OR SUPPORT OF THE SERVICES WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, AND APPTIX WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS IN CONNECTION WITH THE SERVICES.

12. INDEMNIFICATION.

You agree to indemnify and hold harmless Apptix, its officers, directors, affiliates, employees, principals, shareholders and agents from and against any and all claims, causes of action, demands, losses, damages, costs and expenses of any type (including attorneys fees) arising out of or in connection with any breach of this Agreement or violation of the Apptix Policies, your use of the Services other than as permitted hereunder, or any wrongful or negligent act or omission by you.

13. TERMINATION.

(a) You may terminate this Agreement upon Notice if we make changes to this Agreement or any of the Aptix Policies applicable to you, or at any other time with 30 days Notice delivered to Aptix. If you do not terminate upon our providing Notice of such changes, you agree to be bound by such changes. Further, you agree to monitor our website, including the current version of this Agreement available on our website, to be aware of any such revisions. You may terminate this Agreement for a material breach by us if such breach has not been cured within ten (10) days of receipt of Notice by us.

(b) We may terminate this Agreement at our convenience with Notice to you. Unless we specify otherwise in writing, you will not receive any refund for payments already made by you as of the date of termination, and, you may incur additional fees. If termination of this Agreement is due to your default hereunder, you will bear all costs of such termination, including any reasonable costs Aptix incurs in closing your account. You agree to pay any and all costs incurred by Aptix in enforcing your compliance with this Section and the other terms of this Agreement (including, without limitation, reasonable attorney's fees). Upon termination, you will destroy any copy of the materials licensed to you hereunder and referenced herein.

(c) In addition to the terms set forth herein, certain Services may have additional terms regarding termination, which are set forth in the applicable Schedule. If you purchase Services which are "bundled" together with other Services, any termination relating to such bundle will terminate all Services included in such bundle; provided, however, that we may, in our sole discretion and subject to your agreeing to be bound by the applicable agreement(s) and to your paying the applicable fees, allow you to convert certain Services included in the bundled Services to stand alone Services.

14. REPRESENTATIONS AND WARRANTIES.

You represent and warrant that: (i) your registration and your use of the any of the Services will not directly or indirectly infringe or violate the rights of a third party, or violate any applicable laws and regulations; (ii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iii) you are of legal age and authorized to enter into this Agreement and to use the credit card or other payment method used in the purchase of the Services; (iv) your use of the Services are for your internal business purposes only, and (v) you not a citizen of any of the Office of Foreign Assets Control restricted countries.

15. TECHNICAL SUPPORT.

Aptix will make available customer support and technical support regarding the Services as identified on the Aptix website, or purchased with respect to the Services.

16. OTHER POLICIES.

In addition to the terms and conditions set forth in this Agreement, incorporated by reference into this Agreement are: (i) the Aptix privacy policy, (the "Aptix Personal Information Privacy Policy"), (ii) the Aptix acceptable usage policy, (the Aptix Acceptable Use Policy"), (iii) the Aptix terms and conditions, (the "Aptix Website Terms and Conditions of Use", and (iv) the Schedules for particular Services ((i) through (iv), collectively, the "Aptix Policies") located on

our website. In making a purchase of the Services, you agree to the terms set forth in the Aptix Policies. Aptix reserves the right to make changes to, and you agree to monitor the Aptix Policies to be aware of any such revisions. By continuing the Services after revisions to the Aptix Policies become effective, you agree to these revisions. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement.

17. RIGHT OF REFUSAL.

Aptix expressly reserves the right, in its sole discretion, to reject, refuse, deny or cancel any of the purchase of the Services for any reason, whatsoever. The failure of Aptix, at any time or from time to time, to require you to perform your obligations hereunder will not affect its right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach will not be construed as a waiver of any rights arising out of any prior or subsequent breach.

18. NOTICES AND ANNOUNCEMENTS.

(a) Except as expressly provided otherwise herein, all notices to Aptix must be in writing, delivered by email sent to the administrative contact address provided on the Aptix website or via overnight courier or certified mail, return receipt requested to Aptix, Inc., Attention: Legal Department, 13461 Sunrise Valley Drive, Suite 300 Herndon, Virginia 20171.

(b) All notices to you will be delivered to your mailing address or e-mail address as provided in your account information (as updated by you pursuant to this Agreement) or posted on the Aptix website.

(c) You authorize us to contact you as our customer via telephone, e-mail or postal mail regarding information that we deem is of potential interest to you, unless you opt-out in accordance with the procedures set out in our website. Notices and announcements may include commercial e-mails, telephone solicitations and other notices describing changes, upgrades, new products and services or other information.

19. SEVERABILITY.

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

20. ASSIGNMENT AND RESALE.

Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt to transfer, assign or encumber your rights under this Agreement, including, without limitation, by attachment, levy, garnishment or otherwise, renders this Agreement terminable at our option. You agree not to sell, resell or otherwise exploit for any commercial purposes other than your internal business purposes any of the Services (or portion thereof) without the prior express written consent of Aptix.

21. GOVERNING LAW.

This Agreement will be construed in accordance with the laws of the Commonwealth of Virginia, excluding its choice of law provisions. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by the other party will be brought and determined in federal court located in the Eastern District of Virginia (or, if such federal court lacks jurisdiction there over, in the Circuit Court for Fairfax County, Virginia), and all of the parties hereby irrevocably submit to the exclusive jurisdiction of the aforesaid courts, with regard to any such action or proceeding arising out of or relating to this Agreement.

YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

22. INTERPRETATION OF THIS AGREEMENT.

The parties desire that this Agreement be construed according to its terms, in plain English, without constructive presumptions against the drafting party, and without reference to the section headings.

23. INDEPENDENT PARTIES.

Neither party nor their employees, consultants, contractors or agents are, by this Agreement constituted as agents, employees or joint ventures of the other party, and neither party has any authority to bind the other party by contract or otherwise to any obligation. Each party will ensure that the foregoing persons will not represent to the contrary, either expressly, implicitly, by appearance or otherwise. You acknowledge that no reseller has any rights to make any representation, warranty or commitment on behalf of Apptix that is inconsistent with, or in addition to the terms of this Agreement.

24. EXPORT RESTRICTIONS AND COMPLIANCE WITH LAWS.

If Client chooses to use these Services, Client does so on its own initiative and is responsible for compliance with applicable laws. Client agrees to comply with all restrictions and regulations of the U.S. Department of Commerce, U.S. Department of State, and any other United States or foreign agencies and authorities in connection with Client's use of these Services and to not, in violation of any laws, transfer, or authorize the transfer, of any Services (a) into any U.S. and/or U.N. embargoed country or (b) to anyone on the U.S. Department of the Treasury's Specially Designated Nationals List, the U.S. Department of Commerce's Denied Parties List or Entity List, or the U.S. Department of State's Debarred Parties List. By using these Services, Client represents and warrants that Client is not located in, under the ownership or control of, or a national or resident of any such embargoed country or owned or controlled by any person on such lists. In addition, Client may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, as prohibited by Part 744 of the United States Export Administration Regulations. Client assumes responsibility for compliance with laws and regulations applicable to export, re-export, or import of products, technology or technical data provided hereunder and for obtaining required export and import authorizations. Client will not transfer to or through the Services any data, materials or other items controlled for export under the International Traffic in Arms Regulations ("ITAR Data") or other applicable laws unless Apptix has agreed to the

transfer and (i) Client has provided Aptix not less than 10 days' prior written notice that ITAR Data will be transferred to or through the Services and (ii) Client agrees to provide Aptix with all necessary assistance to enable Aptix to obtain any required U.S. Government authorization. Client is responsible, and will reimburse Aptix, for all costs, expenses or damages incurred by Aptix in connection with Client transfer of ITAR Data.

25. FORCE MAJEURE.

Aptix will not be liable for any delay or failure of performance, and no delay or failure of performance will constitute a default or give rise to any liability for damages if such delay or failure is caused by causes beyond Aptix's control, including, without limitation, acts of God, war, terrorism, and civil disturbance.

26. SURVIVAL.

Provisions of this Agreement which by their nature are intended to survive termination of this Agreement will survive any termination of this Agreement, including but not limited to Sections 1, 5, 6, 7, 8, 9, 10, 11, 12(b), 13 and 17 through 25 of this Agreement.

27. ADDITIONAL PROMOTIONAL TERMS AND CONDITIONS

Additional Terms for RIM Services.

Your use of the Services which are made available to Aptix by Research In Motion Limited ("RIM") ("RIM Services") are subject to the then current software license agreement for the applicable territory, located at http://www.blackberry.com/legal/pdfs/BBSLA/BBSLA_USA-Canada_English_NA.pdf. You may not use the RIM Services other than for your own internal business or personal purposes. Aptix is not responsible for any act or omission of RIM relating to the Services. Aptix is not an agent of RIM. You agree that Aptix does not impose any obligations on RIM, including, without limitation, any warranty obligations, maintenance obligations or obligation to provide any refunds.

The RIM Services are provided "AS IS" with no warranties by RIM or Aptix. In no event will Aptix or RIM be liable to you for any consequential, exemplary, incidental, indirect, special, punitive or aggravated damages, damages for loss of business, profits or revenues, any refund of fees paid or expenses incurred in connection with the Services, or any other losses, damages, fees or expenses connected with or arising out of the use of the Services, the unavailability of the Services. Neither Aptix nor RIM shall have any obligation, duty or liability, in contract, tort or otherwise to you including, but not limited to liability for negligence or strict liability.

Aptix is required to notify RIM of any breach of the terms of the license to the RIM Services, and any unauthorized use of the RIM Services, and you agree that Aptix may provide RIM all information and Customer Data necessary for Aptix to meet its obligations to RIM. RIM is an intended beneficiary of this Agreement as it relates to RIM Services only. Upon termination of the Aptix license with RIM, your rights to RIM Services will automatically terminate.

Additional Terms for Bamboo Solutions:

Your use of the applications which are made available to Apptix by Bamboo Solutions Corporation and Bamboo Systems Group, Inc., ("Bamboo") (such applications the "Bamboo Solutions") are subject to this paragraph. Additional provisions governing limitations on your rights to use the Bamboo Solutions, and your obligations to Bamboo, are set in the end user subscription and services agreement ("Bamboo Agreement"), posted on the Apptix website at http://www.apptix.com/about-apptix/legal/bamboo_agreement.asp. You understand that Bamboo limits its liability, and disclaims warranties relating to the Bamboo Solutions, that such limitations and disclaimers apply to your use of the Bamboo Solutions, and that they are in addition to, and not in lieu of, the limitations and disclaimers contained in this Agreement. Apptix is not responsible claims, losses, expenses or otherwise for any act or omission of Bamboo relating to the Bamboo Solutions. Nothing in the Bamboo Agreement shall be construed as creating any additional obligations, warranties, or liabilities for or on behalf of Apptix. The provisions of this Agreement shall override any provisions in the Bamboo Agreement governing payment of subscription fees, late payments, your license term and renewals, and notices. The governing law and choice of forum provisions of this Agreement shall apply as between you and Apptix; the governing law and choice of forum provisions of the Bamboo Solution shall apply to any actions between you and Bamboo.

Additional Terms for Apptix Secure Mail:

Your use of Apptix Secure Mail is subject to this paragraph. Apptix Secure Mail is intended to be used to only deliver sensitive data, and not meant to encrypt every message sent. If we believe, at any time during the term of this Agreement, that you or your users are not complying with the Agreement, then you agree that you will cooperate with us in investigating and remedying such noncompliance. All Users and Administrators shall accept the Echoworx End User License Agreement ("EULA") upon installation of the service, the current version of which is available at <https://www.apptix.com/about-apptix/legal/>, via a click through agreement available at the client installation web site.