

## **Legal Information**

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### **License disclaimer**

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### **Content and liability disclaimer**

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In no event shall INFOTECS be liable for any damages whatsoever, and in particular INFOTECS shall not be liable for direct, special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue or loss of use, cost of replacement goods, loss or damage to data arising out of the use or inability to use any INFOTECS website, any INFOTECS product or service. This includes damages arising from use of or in reliance on the documents or information present on any INFOTECS website (including any information posted or placed by anyone other than INFOTECS), even if INFOTECS has been advised of the possibility of such damages.

### **Feedback information**

Any information provided to INFOTECS in connection with any INFOTECS website shall be provided by the submitter and received by INFOTECS on a non-confidential basis. Such information shall be considered non-confidential and property of INFOTECS. By submitting any such information to INFOTECS you agree to a no-charge assignment to INFOTECS of all worldwide rights, title, and interest in copyrights and other intellectual property rights to the information. INFOTECS shall be free to use such information on an unrestricted basis.

### **Links to third-party sites**

INFOTECS prohibits the use of the INFOTECS LOGO as a "hot" link to any INFOTECS website unless the establishment of such a link is approved by INFOTECS. INFOTECS websites may contain links to third-party sites. Access to any website linked to any INFOTECS website is not the responsibility of INFOTECS and INFOTECS is not responsible for the accuracy, or reliability of any content on such websites. Further, the presence of a link to a third-party site does not mean that INFOTECS endorses that site, its products, or views expressed there. INFOTECS provides these links merely for convenience and the presence of such third-party links are not an endorsement or recommendation by INFOTECS.

### **Governing law and jurisdiction: United States and Canada**

This INFOTECS website is controlled by INFOTECS from its offices in New York, United States of America. All matters relating to your access to, or use of any INFOTECS website shall be governed by U.S. federal law or the laws of the State of New York.

If you and we are unable to resolve a dispute through informal negotiations, all claims shall be finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. You understand that if either party elects to arbitrate, neither party shall have the right to sue in court or to a jury trial. The arbitration will be commenced and conducted under the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"). Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules). The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either party. Except as otherwise provided in this Agreement, either party may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

**EXCEPTIONS TO ALTERNATIVE DISPUTE RESOLUTION.** Claims where mandatory arbitration is prohibited by a valid, non-preempted law to the extent waiver of such a claim is deemed unenforceable by a court of competent jurisdiction, are not covered by this arbitration provision.

Any legal action or proceeding relating to your access to or use of any INFOTECS website shall be instituted in a state or federal court in New York, New York. You and INFOTECS agree to submit to the jurisdiction of, and agree that venue is proper in these courts.

### **Outside the United States and Canada.**

If you acquired the application in any other country, the laws of that country apply.

**You may not access, download, use, or export information (including any software, products or services) contained on this INFOTECS website in violation of U.S. or other applicable export laws or regulations, or in violation of any applicable laws or regulations.**

### **Changes to Legal Information**

INFOTECS will review and update its Legal Information (including but not limited to Terms of Use, Privacy Statement, and information regarding intellectual property and export controls) periodically, and will note the date of its most recent revision above. If we make material changes to the Legal Information, we will notify you either by prominently posting a notice of such changes prior to implementing the changes or by directly sending you a notification. We encourage you to review the Legal Information frequently to be informed of our rules and policies as well as how INFOTECS is collecting, using, retaining, protecting, disclosing, and transferring your information.

**INFOTECS enters into binding Subscription Agreements with its Customers. In the event of any conflict between the terms herein and any Subscription Agreement, the terms of the Subscription Agreement shall apply.**

## **INFOTECS PRIVACY STATEMENT**

### **General Information**

This Privacy Statement explains what types of information Infotecs Americas, Inc. and its wholly owned subsidiaries, parent company, and affiliates (“INFOTECS,” “we,” “our,” or “us”) or our service providers may collect from or about visitors to, or users of, our websites or applications (“you”), and describes our practices for collecting, using, retaining, protecting, disclosing, and transferring such information.

### **Scope**

This Privacy Statement applies to personal information and other information collected by INFOTECS or our service providers from or about you when you (i) access INFOTECS websites or use INFOTECS applications that display or link to this Privacy Statement, or (ii) open and respond to our emails. Unless otherwise specified, this Privacy Statement does not apply to any other products or services or to information collected in any other way (whether online or offline) or for any other purpose. Information we may process about clients of our customers is addressed separately in the section below entitled "Personal Information of our Customer's Clients."

### **What Personal and Other Information Does INFOTECS Collect?**

INFOTECS or our service providers may collect personal information and other information from or about you when you:

- order products or services,

- register products or for an event,
- request information,
- subscribe to marketing or support materials,
- download software,
- respond to promotional campaigns, or
- register to a secure extranet site to obtain access to product information, support, services, or training.

For purposes of this Privacy Statement, “personal information” means information that can be used to personally identify you, such as your name, address, telephone number, email address, user IDs and passwords, billing and transaction information, credit card or other financial information, contact preferences, and similar information.

We also may collect information that is related to you but that does not personally identify you, such as your computer’s operating system, browser, and information regarding your use of and activities on our websites or applications. See also the discussion below on cookies and other electronic tools used for the collection of such information.

#### **How Does INFOTECS Use Your Information?**

INFOTECS may use information that we collect from or about you, including any personal information:

- to welcome you,
- to help you complete a transaction or in order to deliver products or services requested by you,
- to bill you for products or services you purchased,
- to provide ongoing service and support, including event-related communications,
- to carry out our obligations or enforce our rights arising from any contracts entered into between you and us,
- to notify you about changes to our websites or applications, or any products or services we offer or provide through them,
- to improve our websites, applications, services, and products, including by developing data analytics and reports about your and others’ use of them,
- to contact you to complete surveys that we use for marketing or quality assurance purposes,
- to display tailored online advertisements that may interest you,
- to e-mail or otherwise send you marketing or other promotional information about INFOTECS or others’ products or services that may interest you,
- to combat fraud or any other criminal activity,
- to fulfill any other purpose for which you provide the information,
- in any other way we may describe when you provide the information,
- to combat fraud or any other criminal activity,
- as otherwise required or permitted by law, and/or,

- for any other purpose with your consent.

To assist us with the uses described in this Privacy Statement, information we or our service providers have collected from or about you through INFOTECS websites, applications, or our email communications with you, including about your use of such websites and applications, may be combined with or enhanced by other information from or about you that we have obtained from other online or offline sources, including from our service providers or business partners.

### **Collection of Information Using Cookies and Other Tools**

INFOTECS may collect and/or log your Internet Protocol address, Internet domain name, the web browser and operating system used to access INFOTECS websites or applications, the pages or files visited, the time spent in each page or file, and the time and date of each visit or use. INFOTECS may collect this information automatically as you browse our websites or use our applications through the use of log files, web beacons, or other electronic tools.

INFOTECS may also use cookies and other electronic tools to automatically collect information about your use of our websites, applications, or emails. Cookies are text files that are sent from a website via your browser and placed on your computer's hard drive or your mobile device. Thereafter, when you visit that website, a message is sent back to the web server by the browser accessing the website, and this information about your activities is stored in the cookie. The information collected through cookies and other electronic tools (e.g., the web pages you visit on the website and navigation patterns, the date and time of your visit, the number of links you click within the site, the functions you use on the site, the databases you view and the searches you request on the site, the data you save on, or download from, the site, the websites you visited immediately before and after visiting the site, and when you open our emails or click on any of their links) is used and analyzed to improve our service to you and to personalize your web-browsing experience by providing INFOTECS with a better understanding of your interests and requirements regarding our websites and applications. The information collected through cookies and other electronic tools may be linked to your personal information, such as your email address or password.

We may also use cookies and other electronic tools placed by a third-party service provider to measure the effectiveness of our advertising and other information and to help us understand what product information is of most interest to you and what kinds of advertising offers you like to see. Although the service provider logs the information coming from our websites or applications on our behalf, INFOTECS controls how that data may and may not be used. Websites of INFOTECS subsidiaries or divisions may use similar tracking tools for similar internal business purposes only. INFOTECS also does not process or respond to web browsers' "do not track" signals or other similar transmissions that indicate a request to disable online tracking of users who visit our websites or use our applications. You may also elect not to accept cookies by changing the designated settings on your web or mobile browser. Or you can set your browser to notify you when you are being sent a cookie, giving you the chance to decide whether or not to accept it. The help function on most browsers contains instructions on how to set your browser to notify you before accepting cookies, or disable cookies entirely. However, disabling cookies in either manner may prevent you from using certain functions and features of websites, and the advertising you receive when you visit the site may not be advertisements tailored to your interests.

We or third-party advertisers or their advertising servers may also place or recognize unique cookies on your computer or use other electronic tools in order to help display advertisements that

you see on our websites. Information about your visits to, and activity on, our websites, an IP address, the number of times you have viewed an advertisement, and other such usage information is used, alone or in combination with other information, to display on your computer screen advertisements that may be of particular interest to you. The use and collection of your information by these third-party advertisers and their advertising servers is not covered by this Privacy Statement.

We may use Local Storage Objects (LSOs) such as HTML5 (technology that stores information like a cookie) to collect and store unique but anonymous information about your activity on our website. Third parties with whom we partner to provide certain features on our website or to display advertising based upon your web browsing activity may use LSOs to collect and store such information. Various browsers may offer their own management tools for removing LSOs.

### **With Whom Does INFOTECs Share Your Information?**

We may disclose information that does not identify any individual (e.g., anonymous, aggregated data) without restriction.

INFOTECs contracts with third-party service providers and suppliers (including distributors and resellers) to deliver certain products, services, and customer solutions. Examples of such services provided on our behalf are mail delivery, website hosting, transaction processing, processing payments, sending emails on our behalf, provide you with support via live chat software, and event planning. INFOTECs may share your personal information with its service providers and suppliers to the extent necessary to deliver the product or service you requested, respond to your requests for information on products or services, or otherwise support your business needs. You will not have the opportunity to opt out of having your information shared with these third-party service providers and suppliers for these purposes, and they may contact you directly in connection with such purposes.

Third-party service providers and suppliers receiving personal information are expected to maintain privacy and security protections that are consistent with INFOTECs's privacy and information security policies. These companies are authorized to use your personal information only for the purposes for which it was originally intended or as required or permitted by law. However, unless otherwise dictated by law or agreement, INFOTECs is not responsible for any improper use by such parties.

We may also disclose your personal information and other information, including across country borders:

- to our subsidiaries, affiliates, and worldwide offices,
- to third parties for their own use, such as to provide you with special offers and promotions that may be of interest to you,
- to share data about web visitors with third-parties for the third parties' own analytics, reporting, or general advertising purposes,
- to comply with the law or in response to a subpoena, court order, law enforcement or government request, or other legal process,
- to produce relevant documents or information in connection with litigation, arbitration, mediation, adjudication, government or internal investigations, or other legal or administrative proceedings,

- if INFOTECS determines in its good faith judgment that such disclosure is necessary to provide its services or to protect the rights, interests, safety, or property of its business, employees, suppliers, customers, or others,
- in connection with any proposed or actual sale or other transfer of some or all assets of INFOTECS, and/or any proposed or actual sale or merger of INFOTECS or any division of INFOTECS,
- to enforce the terms of any agreement with INFOTECS,
- to combat fraud or other criminal activity,
- for any other purpose disclosed by us when you provide the information,
- as otherwise required or permitted by law, and/or
- with your consent.

Some INFOTECS websites or services may be co-branded or offered in conjunction with another company. If you register for or use such websites/services, both INFOTECS and the other company may receive information collected in conjunction with the co-branded website/services.

Unless permitted by relevant laws, INFOTECS will not share, sell, trade, or lease your personal information to or with others except as provided for in this Privacy Statement.

### **Your Marketing Choices, right to Access Your Personal Information, and Our Retention of Your Personal Information**

Your Marketing Choices. Your decision to provide the personal information that we may request from time to time is voluntary. However, if you do not provide the personal information requested, you may not be able to proceed with the activity or receive the benefit for which the personal information is being requested.

Your Access to Your Personal Information. INFOTECS strives to keep your personal information accurate. We will provide you with reasonable access to your personal information in accordance with relevant laws, including by making reasonable efforts to provide you with online access and the opportunity to update your information. To protect your privacy and security, we will take steps to verify your identity before granting access or making changes to your personal information. To request access to, or correction, deletion or removal of, your personal information, follow the applicable instructions below depending on which website or service is at issue. While we will make reasonable efforts to accommodate your request, we also reserve the right to reject such access requests or to impose certain restrictions and requirements on such requests, if required or permitted by applicable law. We will respond to requests for access within 30 days.

Our Retention of Your Information. We will retain your personal information for as long as your account is active or as needed to provide you services. If you wish to cancel your account, or request that we no longer use your personal information to provide you services, contact us via the applicable information provided below. Even after we cancel your account or cease using your personal information to provide you services, we may still retain, use, and disclose your information as necessary to comply with our legal, regulatory, ethical, or document retention obligations, and any request to delete your personal information is subject to these obligations and restrictions.

### **Transfer of Your Information to Other Countries**

In accordance with applicable law, personal and other information covered by this Privacy Statement may be transferred to, and processed and stored in, the United States or any other country in which INFOTECS or its affiliates, subsidiaries, service providers, business partners, or customers maintain facilities, even if the level of data privacy required in that country is less than that required by the United States. By submitting your personal information to INFOTECS, you consent to such transfers and to the worldwide processing of your personal information.

### **Links to Non-INFOTECS Websites and Third Parties**

INFOTECS's websites may provide links to third-party websites for your convenience and information. If you access those links, you will leave the INFOTECS website. INFOTECS does not control these third-party websites or their privacy practices, which may differ from INFOTECS's. We do not endorse or make any representations about third-party websites. The personal information you choose to provide to unrelated third parties is not covered by the INFOTECS Privacy Statement. We encourage you to review the privacy statement of any entity before submitting your personal information.

### **Security of Your Personal Information**

INFOTECS has implemented reasonable administrative, technical, and physical measures designed to protect your personal information from accidental loss and from unauthorized access, disclosure, use, alteration, or destruction. If a password is used to help protect your accounts and personal information, it is your responsibility to keep your password confidential. Please also be careful to avoid "phishing" scams, where someone may send you an email that looks like it is from INFOTECS asking for your personal information. INFOTECS will not request your personal information through email. If you have questions regarding our security, you can contact us via: +1(646) 274-1494.

### **Your California Privacy Rights**

If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your personal information by INFOTECS to its affiliates and/or third parties for their direct marketing purposes. To make such a request, please send an email with your first name, last name, mailing address, email address, and telephone number to INFOTECS at: +1(646) 274-1494. Please include "California Privacy Rights" in the subject line of your E-mail.

### **Children Under the Age of 13**

INFOTECS websites and applications are not intended for children under 13 years of age. No one under age 13 may provide any personal information to or on our websites or applications. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this website or application, or on or through any of its features, register on the website or application, make any purchases through the website or application, use any of the interactive or public comment features of this website or application, or provide any information about yourself to us, including your name, address, telephone number, email address or any screen name or user name you may use. If you believe we might have any information from or about a child under 13, please contact us at: +1(646) 274-1494.

### **Personal Information of our Customers' Clients**

When we provide services to our customers, in some instances we process personal information about their clients ("Client Information") on their behalf. In these situations, it is our customers rather than INFOTECS who decide the reasons for which the Client Information will be processed.

For details of how the Client Information will be used and protected, and details of how to access or correct the information, please refer to the privacy statement of the INFOTECS customer to which you submitted your personal information.

### **Questions About and Enforcement of this Privacy Statement**

If you have questions regarding our compliance with this Privacy Statement, please first contact us by making a written submission to [support@infotecs.us](mailto:support@infotecs.us).

## **INFOTECS TRADEMARKS**

The INFOTECS trademark, ViPNET trademark, and other trademarks, logos, and service marks (collectively "Trademarks") appearing on the INFOTECS website are the property of Infotecs Americas, Inc. and/or JSC InfoTeCS and other parties. Nothing contained on the INFOTECS website should be construed as granting any license or right to use any Trademark without the prior written permission of the party that owns the Trademark. Not all marks used by INFOTECS are listed.

## **INFOTECS PATENTS**

The U.S. patents listed below (collectively, "Patents") are the property of Infotecs Americas, Inc. and/or JSC InfoTeCS and other parties. Except as otherwise noted, nothing contained on the INFOTECS website should be construed as granting any license or right to use any Patent without the prior written permission of the party that owns the Patent. Not all U.S. and/or foreign patents used by INFOTECS are listed.

**Method of parallel processing of ordered data streams: Patent № US 9.069.625 B2**

**Method for increasing performance in encapsulation of TCP/IP packets into HTTP in Network Communication System: Patent № US 9.055.108 B2**

**Method of detecting malware in an operating system kernel: Patent № US 9.177.149 B2**

**Method for managing connections in firewalls: Patent № US 8.910.267 B2**

## **INFOTECS Trademark Usage Guidelines**

Infotecs Americas and its parent company, subsidiaries and affiliates (collectively "INFOTECS") counts among its most valuable corporate assets its trademarks and logos (collectively "INFOTECS trademark" and "INFOTECS trademarks") and the goodwill that they represent. To protect these assets, INFOTECS is diligent in its protection of the INFOTECS trademarks and expects its licensees and others wishing to use the INFOTECS trademarks to use them in a manner

that helps us protect and strengthen our valuable trademarks and the goodwill that they represent. The following guidelines should be followed to insure proper usage of INFOTECS trademarks and to prevent any damage to them that can result from improper usage.

By using an INFOTECS trademark, you acknowledge that INFOTECS is the sole owner of the trademark and that you will not challenge INFOTECS's use, registrations of, or applications to register such trademark. Any goodwill derived from the use of an INFOTECS trademark shall exclusively inure to the benefit of INFOTECS.

### **Proper Use of INFOTECS Trademarks**

To insure proper use of an INFOTECS trademark, you must adhere to the following:

On product packaging, advertising and other collateral, use of an INFOTECS trademark must be less prominent than your brand, preferably by use of a different type font, size and color.

The INFOTECS trademark must be used independently and separately from your trade names, service marks, logos or trademarks;

Your own name, trademark or logo must be displayed wherever the INFOTECS trademark is displayed;

The INFOTECS trademark must only be used as an adjective followed by a generic description of the branded goods or services the first time it is used in text, and as often as possible after that;

The ® or TM symbol, as appropriate, must be included with the first or most prevalent use of the INFOTECS trademark in materials on which it appears.

An attribution statement must be included in a legend on packaging, splash screens, web pages, and other materials where the INFOTECS trademarks appear. The statement should read: «INFOTECS» is/are either registered trademarks or trademarks of Infotecs Americas in the United States and/or other countries."

The INFOTECS trademark must be used only in the exact form indicated by INFOTECS; and

You must comply with an INFOTECS request to correct, remedy, or discontinue any use of the INFOTECS trademark which is determined by INFOTECS to be improper under these guidelines.

### **Relationship of Products or Services**

You may indicate that your product or service is related to an INFOTECS product or service by using an appropriate phrase, such as "for," "for use with," or "works with," as long as your usage does not create the impression of any partnership with or endorsement by INFOTECS, and as long as your usage does not create the possibility of confusion as to the source of the product.

### **Prohibited Use**

You may not use INFOTECS trademarks in any way that could cause confusion as to the source of the goods/services in connection with which the INFOTECS trademarks are used or in any way that could damage the valuable goodwill in the trademarks that INFOTECS has developed.

Display an INFOTECS trademark more prominently, or larger than, or before your name or logo or your product name or logo, wherever displayed.

Refer to your products with respect to which the INFOTECS trademark is referenced as an INFOTECS product or imply that INFOTECS produced, endorsed, or supports the products.

Use an INFOTECS trademark in any way that it was not intended to be used.

Display the INFOTECS trademark in a manner or location disparaging to INFOTECS.

Display the INFOTECS trademark in any publication or on a website that is pornographic, violent in nature, is in poor taste or unlawful, or which has a purpose or objective of encouraging unlawful activities.

Use the INFOTECS trademark as a noun, verb, in the possessive form or in the plural form, or you must comply with an INFOTECS request to correct, remedy, or discontinue any use of the INFOTECS trademark which is determined by INFOTECS to be improper under these guidelines.

### **Domain Names and Web Sites**

You may not include an INFOTECS trademark or any word or phrase similar to an INFOTECS trademark in any domain name or as meta tags or hidden text in any web site. You may not use an INFOTECS trademark or any word or phrase similar to an INFOTECS trademark as an ad word or search marketing term.

### **Use of INFOTECS Logos**

Notwithstanding any other statement in these guidelines, third parties such as INFOTECS partners or other business entities with which INFOTECS has a business relationship may be licensed to use an INFOTECS logo in certain pre-approved instances. INFOTECS logos may be used only under the terms of a written logo license agreement from INFOTECS. To inquire about obtaining a logo license, please contact your sales representative.

### **Program Trademarks**

INFOTECS owns several trademarks and logos that represent its various programs, such as the INFOTECS® Velocity™ Partner Program. Only licensed participants in an INFOTECS program are authorized to use the trademark or logo associated with that program.

### **Taglines**

You may not use any INFOTECS tagline.

The foregoing general guidelines are not intended to be an exhaustive statement of proper trademark use. INFOTECS reserves the right to object to any use of its trademarks that INFOTECS, in its sole discretion, deems unlawful or improper, even if such use is not expressly prohibited hereunder. INFOTECS also reserves the right to revise these guidelines from time to time, without notice.

## EXPORTING

### Overview

INFOTECS technologies, products, and services are subject to US Export rules known as Export Administration Regulations (EAR) and enforced by U.S. Department of Commerce Bureau of Industry and Security (BIS).

Additionally, both the Department of Treasury and the Department of State regulate and control other types of export-related technology and product transfers and transactions. The Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury administers and enforces economic sanctions against certain countries and regimes, terrorists, and other threats to U.S. national security, foreign policy or economic interests.

It is INFOTECS policy to comply with EAR, OFAC rules, and the international Wassenaar Arrangement and to proceed with the proper classification of its products and services (which results in the determination of an ECCN – Export Control Classification Number) so that INFOTECS products can be easily and readily exported to non-embargoed destinations while maintaining a high level of compliance.

INFOTECS software products either are not subject to the EAR thus not on the Commerce Control List and have no ECCN, or they are EAR99, or are 5D992 Mass Market eligible for self-classification by INFOTECS and may be exported to non-embargoed countries without a license as No License Required (NLR).

A few of the products have an ECCN assigned that may or may not require a license, and one should consult the EAR or legal counsel to determine the appropriate license type and eligible countries for export purposes.

**Without limitation, parties acquiring software from INFOTECS are responsible for obtaining all licenses or other approvals necessary for downloading or transfer of the software or use of the service. A party may not transfer the software or services without U.S. Government permission to (a) anyone on the U.S. Treasury Department’s lists of Specially Designated Nationals (including the Government of Iran, Government of Sudan, Government of Cuba, prohibited members of the Cuban Communist Party), or on the U.S. Commerce Department’s Denied Persons List, Entity List, or Unverified List, or on the U.S. State Department’s Debarred List or Nonproliferation List (see Commerce Lists to Check); or (b) for use with chemical or biological weapons, sensitive nuclear end-uses, or missiles to deliver them.**

The Bureau of Industry and Security (BIS) of United States Department of Commerce maintains the Commerce Control List(CCL) that includes items (commodities, software, and technology) subject to the authority of BIS. Items to be exported must be classified according to the CCL and assigned the corresponding Export Control Classification Number (ECCN). This is the fundamental designation indicating the classification for an item.

The ECCN determination depends on the technical characteristics of the product. INFOTECS proceeds with the classification for all of its products and technologies prior to their release to market.

Customers and partners who proceed with the export of a INFOTECS product may use the ECCN provided by INFOTECS to complete the Automated Export System (AES) or other documentation required for the export operation.

The classification assigned to INFOTECS software products typically fall under one of those ECCNs:

- 5D002 - Information Security – Software - Data confidentiality encryption item
- 5D992 - Information Security - Software - Mass Market encryption item
- EAR99 - Not controlled by other categories, but subject to EAR
- Not Subject to EAR - ECCN is shown as "N/A" in the table

**While ECCN’s for INFOTECS products are provided in order to help facilitate export operations, the exporter is responsible for complying with the Export Administration Regulations (EAR). Given the appropriate ECCN, you should consult the Export Administration Regulations (EAR) or your export counsel to determine the appropriate license type and eligible countries for export purposes.**

ERN Number: INFOTECS ERN Number is **ERN R107598**

1. ViPNet Business Mail is a software for peer-to-peer exchange of encrypted messages with attachments and optional signing.
  - a. ECCN: 5D002
  - b. Subparagraph: c.1
  - c. CCATS: G160429
2. ViPNet Coordinator software combines VPN server, VPN gateway and firewall features. ViPNet Coordinator routes encrypted traffic and transfers service data on a VPN allowing for secure communication with branch offices and remote users over public networks.
  - a. ECCN: 5D002
  - b. Subparagraph: c.1
  - c. CCATS: G160429

3. The ViPNet Client software connects a computer to a ViPNet VPN and protects it with an integrated firewall.
  - a. ECCN: 5D002
  - b. Subparagraph: c.1
  - c. CCATS: G160429
4. ViPNet Network Manager is specially designed for management of a ViPNet VPN from a single workplace.
  - a. ECCN: 5D002
  - b. Subparagraph: c.1
  - c. CCATS: G160429
5. ViPNet Administrator uses listed protocols to create symmetric keys for traffic encryption and asymmetric keys (certificates) for signing purpose in ViPNet Business Mail.
  - a. ECCN: 5D002
  - b. Subparagraph: c.1
  - c. CCATS: G160429