

This End User License Agreement (“**EULA**”) governs the relationship between Company and Customer regarding the download, installation, copying, accessing, and/or use of the Software and related Documentation. Company and Customer shall be collectively referred to herein as the “Parties”, and each a “Party”.

Please read the terms and conditions of this EULA before downloading, installing, copying, accessing, and/or otherwise using the Software. By downloading, installing, copying, accessing, or using the Software (whichever occurs first), Customer represents and warrants that it is duly authorized and deemed to accept and agree to the terms and conditions of this EULA. If Customer does *not* agree to this EULA or if you are not authorized to accept the terms and conditions of this EULA on behalf of the Customer, Customer must not download, install, copy, access or use the Software; and promptly return the proof of entitlement of the Software to the Party from whom Customer acquired the Software. Customer must ensure that anyone it authorizes to use the Software must comply with this EULA and it is responsible for such person’s compliance with or breach of this EULA. If the Software was delivered to Customer embedded in Product, do not download, install, and/or use the Software if Customer does not agree to this EULA. Any additional, preprinted or different terms contained on any purchase order, portal, or other communication (electronic or otherwise) from Customer purporting to apply shall be deemed void and unenforceable unless expressly agreed and signed in writing by authorized representatives of both parties. This EULA shall apply to any quote issued by Company to Customer, any purchase order issued by Customer to Company, and any SOW regarding the Software, regardless of whether or not any of such documents reference this EULA. In the event Customer purchased access and use of the Software from an Authorized Partner, this EULA apply to Customer’s access and use of the Software and prevail over any inconsistent provisions in Customer’s agreement with such Authorized Partner.

1. LICENSE GRANT. USAGE RIGHTS.

1.1 License Grant. Subject to Customer’s compliance with the terms and conditions of this EULA and SOW, and payment of the applicable Fees, Company grants Customer a non-exclusive, non-transferable right to the Software listed in the SOW solely for Customer’s own internal business operations during the License Period. Customer’s use of the Software is dictated by the terms stated in the SOW and may include the right to download, install, copy, use, and access the Software.

1.2 Product Entitlement. Customer’s entitlement to use the Software is subject to the quantity limits and usage metrics described in the applicable SOW for the type of licenses Customer has purchased (e.g., on-premises or cloud).

1.3 Multiple Platforms/Bundles. If the Software supports multiple platforms, or if Customer receives the Software bundled with other Software, the total number of devices on which all versions of the Software are installed may not exceed those specified in the SOW. Certain Software licensed as part of a suite-based Product may also require the purchase of a separate Company server license to use the Software on certain types of servers, in each case as specified in the applicable Documentation.

1.4 Term. Termination. The license is effective for the License Period specified in the SOW, unless terminated earlier pursuant to this EULA. Without prejudice to Customer’s payment obligations, Customer may terminate Customer’s license at any time by uninstalling or discontinuing its use or access to the Software. Company may suspend or terminate Customer’s license if: (a) Customer materially breaches this EULA or Customer’s breach cannot be cured; or (b) Customer otherwise breaches this EULA and fails to cure the breach within five (5) days of receiving Company’s notice of the breach. Upon termination or expiration, Customer must promptly return, destroy, or permanently delete all copies of the Software and Documentation.

1.5 Affiliates. Managing Parties. Subject to Company’s prior written approval, Customer may permit access and/or use of the Software in accordance with this EULA: (a) by an Affiliate; (b) by a third-party which Customer enters into a contract or written arrangement to manage Customer’s information technology resources (collectively, “Managing Party”) if: (i) the Managing Party only access and/or uses the Software for Customer’s internal operations and not for the benefit of another third-party or itself; (ii) the Managing Party agrees in writing to comply with the terms and conditions of this EULA; and (iii) Customer provides Company with prior written notice that a Managing Party will be accessing and/or using the Software on Customer’s behalf. Customer shall be responsible and fully liable for each Affiliate’s and Managing Party’s compliance with, or breach of, this EULA.

1.7 General Restrictions. Customer shall not, and shall not cause or allow Authorized User(s), its Affiliates, Managing Party, or any third-party to:

- (a) modify, decompile, disassemble, or reverse-engineer the Software, or create or recreate the source code for the Software;
- (b) modify, adapt, tamper with, translate or create Derivative Works of the Software or the Documentation; prepare derivative computer programs based upon the copyrighted Software; combine or merge any part of the Software or Documentation with or into any other software or documentation; or refer to or otherwise use the Software as part of any effort to develop software (including any routine, script, code, or program) having any functional attributes, visual expressions, or other features similar to those of the Software to compete with Company;
- (c) remove, erase, obscure, or tamper with any copyright or any other product identification or proprietary rights notices, seal, or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any Software or Documentation; or fail to preserve all copyright and other proprietary notices on all copies Customer makes of the Software and Documentation;
- (d) except with Company's prior written permission, publish any performance or benchmark tests or analysis relating to the Software;
- (e) except as expressly permitted in this EULA, sell, market, license, sublicense, distribute or otherwise grant to any person or entity any right to use the Software; or use the Software to provide, alone or in combination with any other product or service, any product or service to any person or entity, whether on a fee basis or otherwise;
- (f) make copies of the Software for purposes of distribution to the public by sale or other transfer of ownership, or by rental, lease or lending;
- (g) make a public performance of the Software or publicly display the Software;
- (h) lease, lend, or use the Software for timesharing or service bureau purposes;
- (i) run or operate the Software in a cloud, internet-based computing, or similar on-demand computing environment unless the SOW specifically allows such use; or
- (j) attempt to do any activities in subsections (a) to (i) above;
- (k) host the Software on Customer's or any third-party's servers or systems to offer "Software as a Service" services or otherwise white label the Software.

1.8. End-of-Life. Customer's right to use or obtain any support for the Software, and any Software features is subject to Company's End-of-Life Policy. Upon the End-of-Life date of Software or any feature of the Software (as Company determines in accordance with the End-of-Life Policy), Customer's right to use or obtain any support for the Software shall terminate.

2. PAYMENT. TAXES.

2.1 Payment. In consideration of licensing the Software, Customer agrees to pay Company the Fees set forth in the SOW or Company's invoice, as applicable. All payment obligations are non-cancelable and non-refundable. If Customer considers an invoice to be incorrect, Customer must contact Company in writing within ten (10) days of the date of invoice to request an adjustment or credit. Company reserves the right to require guarantees, security or payment in advance of shipment from Customer. In the event Customer fails to pay the total sums due on an invoice by the due date, the entire outstanding balance due to Company on all invoices shall be accelerated and become due in full immediately and the maximum allowable charge and/or interest allowed by applicable laws shall be applied to all past due accounts commencing from the due date of the invoice until paid. Company shall also be entitled, in addition to all other remedies available at law or in equity, to suspend or terminate performance of the Software or any outstanding orders for Software, and to recover reasonable attorneys' fees and/or other expenses incurred collecting all outstanding sums from Customer or otherwise enforcing or successfully defending this EULA. Company may set off any amount due from Customer from any amount due to Customer. Company reserves the right to convert any payment into electronic funds at its discretion. If Customer purchased Software license(s)

through an Authorized Partner, Customer's payment obligations are exclusively between Customer and the Authorized Partner.

2.2 Taxes. If Customer purchases Software license(s) directly from Company, Customer agrees to pay all applicable transaction taxes, including sales and use taxes, value added taxes, duties, customs, tariffs, and other government-imposed transactional charges however designated (and any related interest or penalty) on amounts payable by Customer under this EULA ("**Transaction Taxes**"). Company will separately state on invoices the Transaction Taxes that Company's required to collect from Customer under applicable law. Customer will provide proof of any exemption from Transaction Taxes to Company at least fifteen (15) Business Days before the due date for paying an invoice. If Company does not collect the required Transaction Taxes from Customer but are subsequently required to remit the Transaction Taxes to any taxing authority, Customer will promptly reimburse Company for the Transaction Taxes, including any accrued penalty or interest charges if the failure to timely collect and remit was not due to Company's fault. Each Party is responsible for its own income taxes or taxes based on gross revenues or gross receipts.

All payments due will be made free and clear and without deduction for any present and future taxes imposed by any taxing authority. If Customer is required by applicable law to deduct or withhold income taxes from amounts payable to Company under this EULA ("**Withholding Taxes**"), Customer will remit and provide Company with evidence that Customer have remitted the Withholding Taxes to the appropriate taxing authority and paid the remaining net amount. Customer will provide written notice to Company of Customer's intent to withhold (including details of the amounts and legal basis for Withholding Taxes) at least fifteen (15) Business Days before the due date for any payments under this EULA and will cooperate with Company to reduce any Withholding Taxes. If Company provides Customer with valid and official documentation issued by the relevant taxing authority for a lower rate of Withholding Taxes, then Customer will apply the lower rate.

If Customer purchases Software license(s) through an Authorized Partner, the obligations regarding Transaction Taxes or Withholding Taxes will be the exclusive responsibility of the Authorized Partner or Customer, and the terms in Section 2.2 do not apply as between Company and Customer.

3. LIMITED SOFTWARE WARRANTY. DISCLAIMER.

3.1 Company warrants that, for a period of ninety (90) days from the Software Deployment Date (the "**Warranty Period**"), the Product licensed under this EULA will perform substantially in accordance with the Documentation. If the Software does not operate as warranted, at Company's option and expense, Company shall repair or replace the Software or refund Customer the price paid for the Software if a repair or replacement of the Software would, in Company's opinion, be unreasonable. This limited warranty is conditioned upon Customer providing Company prompt written notice of the Software's failure to perform substantially in accordance with the Documentation. Any replacement Software will substantially conform to the accompanying Documentation and be warranted for the remainder of the original Warranty Period. The remedy set forth in this Section 3.1 is Customer's exclusive remedy.

3.2 Exclusions. Sections 3.1 does not apply if: (a) the Software is not used in accordance with this EULA or the Documentation; (b) the Software, or any part of the Software, has been modified by any entity other than Company or Company's authorized representative; (c) a malfunction in the Software has been caused by any equipment or software not supplied by Company; (d) the Software was not provided by an Authorized Partner; or (e) the Software is provided under an evaluation license for beta, evaluation, test, or demonstration purposes, and in such cases, to the fullest extent not prohibited by law, the Software is furnished "AS IS" "AS AVAILABLE" with all faults, and without express or implied warranties, conditions, or remedies. Additionally, the Software may contain independent third-party software to perform certain functionality. Company makes no warranty as to the operation of any third-party software or the accuracy of any third-party information.

3.3 DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND COMPANY DISCLAIMS AND EXCLUDES, AND CUSTOMER WAIVES, ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST REDHIBITORY DEFECTS, CONFORMITY TO ANY REPRESENTATION, DESCRIPTION, OR SPECIFICATION, PERFORMANCE, NON-INFRINGEMENT, AND OF ANY OTHER TYPE, REGARDLESS OF WHETHER ARISING BY LAW (STATUTORY OR OTHERWISE), COURSE OF PERFORMANCE, COURSE OF DEALING, OR ANY OTHER LEGAL OR

EQUITABLE BASIS. IN THE EVENT THE DISCLAIMER OF WARRANTY STATEMENTS ARE DISALLOWED BY LAW, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY LAW. EXCEPT AS OTHERWISE SET FORTH HEREIN, THE SOFTWARE IS PROVIDED "AS IS" "AS AVAILABLE" BASIS. COMPANY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE SOFTWARE'S USE OR PERFORMANCE, OR THAT THE OPERATION OF THE SOFTWARE WILL BE FAIL-SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS. Any sustainability-related data, such as carbon avoidance estimates, or environmental impact metrics provided by Company or Company's Affiliate are for informational purposes only and do not constitute any type of warranty, guarantee, or certification of performance. Company and Company Affiliate's disclaim responsibility for any carbon offsets, credits, and any other environmental claims made by Company, Company's Affiliates or any third parties based on this data. The Customer acknowledges that sustainability metrics may vary and are subject to external factors beyond Company's control. Company and Company's Affiliates shall not be held liable for any discrepancies between estimated and actual sustainability outcomes.

3.4 HIGH-RISK SYSTEMS TERMS. THE SOFTWARE MAY FAIL AND IS NOT DESIGNED, DEVELOPED, TESTED, OR INTENDED TO BE RELIABLE IN THE CONTEXT OF HIGH-RISK SYSTEMS. COMPANY HAS NO RESPONSIBILITY FOR, AND CUSTOMER WILL INDEMNIFY AND HOLD COMPANY HARMLESS FROM, ALL CLAIMS, SUITS, DEMANDS AND PROCEEDINGS ALLEGING, CLAIMING, SEEKING, OR ASSERTING ANY LIABILITY, LOSS, OBLIGATION, RISK, COST, DAMAGE, AWARD, PENALTY, SETTLEMENT, JUDGMENT, FINE OR EXPENSES (INCLUDING ATTORNEY FEES) ARISING FROM OR IN CONNECTION WITH CUSTOMER'S ACCESS OR USE OF THE SOFTWARE ON OR IN A HIGH-RISK SYSTEM, INCLUDING THOSE THAT COULD HAVE BEEN PREVENTED BY DEPLOYMENT OF FAIL-SAFE OR FAULT TOLERANT FEATURES TO THE HIGH-RISK SYSTEM, OR ARE BASED ON A CLAIM, ALLEGATION, OR ASSERTION THAT THE FUNCTIONING OF HIGH-RISK SYSTEM DEPENDS OR DEPENDED ON THE FUNCTIONING OF THE SOFTWARE, OR THAT THE FAILURE OF THE SOFTWARE CAUSED A HIGH-RISK SYSTEM TO FAIL.

4. CONFIDENTIALITY. Each Party acknowledges that it may have access to Confidential Information of the other Party in connection with this EULA, and that each Party's Confidential Information is of substantial value to the disclosing Party, which could be impaired if it were improperly disclosed to third parties or used in violation of this EULA. The receiving Party shall protect the disclosing Party's Confidential Information with the same degree of care as the receiving Party normally uses in the protection of its own Confidential Information, but in no case with any less degree than reasonable care. The receiving Party shall not disclose to any third party any Confidential Information it receives from the disclosing party. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving Party; (ii) subsequent to its disclosure was lawfully received from a third party; (iii) was known by the receiving Party prior to its receipt without any breach of any confidentiality obligations; or (iv) was independently developed by the receiving Party without use of the disclosing Party's Confidential Information. If the receiving Party becomes legally obligated to disclose any Confidential Information by subpoena, court order or other lawful government action, the receiving Party may disclose the Confidential Information only to the extent so ordered and, to the extent permitted by law, after providing prompt written notification to the disclosing Party of the pending disclosure. Neither Party may use such Confidential Information in any way for any purpose, except as authorized under the EULA. Either Party may disclose Confidential Information to its auditors or attorneys under an obligation of confidentiality no less stringent, or Company to its Affiliates and/or Authorized Partners on a need-to-know basis to the extent necessary. Customer will immediately, and at least within seventy-two (72) hours, notify Company if Confidential Information is used or disclosed in breach of this EULA. As monetary damages may not be sufficient relief if anyone violates or threatens to violate the terms of this section, Company is immediately entitled to enforce Company's rights by specific performance or injunction proceedings, in addition to any other rights or remedies Company may have. Upon the disclosing Party's request and upon termination of this EULA (unless agreed otherwise by the Parties at the time), each Party will return, destroy, or delete permanently (at the disclosing Party's election) the other Party's Confidential Information. On termination of this EULA, the receiving Party must continue to keep the disclosing Party's Confidential Information confidential for five (5) years in accordance with this Section 4.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1 Customer acknowledges and agrees that the Software is considered Company's Proprietary and Confidential Information and protected under copyright, trade secret, and other Intellectual Property laws, and Company (or Company's licensors) own exclusively and reserve all rights, title, and interest in and to the Software and

Documentation, including all Intellectual Property Rights therein, as well as any Derivative Works. Customer may not exercise any right, title, and interest in and to the Software or Documentation, or any related Intellectual Property Rights, except for the limited usage rights granted to Customer in this EULA and the SOW. Customer agrees, on behalf of itself and its Affiliates, that Customer and its Affiliates will take no action inconsistent with Company's Intellectual Property Rights including but not limited to reverse engineering, decompiling, or creating Derivative Works of the Software, except as expressly permitted by applicable law. Furthermore, all trademarks, service marks, trade names, logos, and branding associated with the Software are Company's (or Company's licensors') property. This EULA does not grant Customer any rights to use Company's trademarks, except as expressly authorized in writing.

5.2 This EULA is not an agreement of sale, and does not transfer any title, Intellectual Property Rights or ownership rights to Software or Documentation to Customer, unless otherwise specifically provided for in the SOW. All Software is licensed to Customer and is not sold. Customer acknowledges and agrees that the Software, Documentation and all ideas, methods, algorithms, formula, processes and concepts used in developing or incorporated into Software or Documentation, all future Updates and Upgrades, and all other improvements, revisions, corrections, bug-fixes, hot-fixes, patches, modifications, enhancements, releases, DATs, signature sets, upgrades, and policy and database updates and other updates in, of, or to Software or Documentation, as applicable, all Derivative Works based on any of the foregoing, and all copies of the foregoing are Company's proprietary property protected under copyright, trade secret, and other Intellectual Property laws., having great commercial value to Company.

5.3 Customer and its Affiliates are obligated to take all reasonable steps to ensure that Customer's use of the Software and Documentation, and any actions taken by Customer or its Affiliates in relation to the Software, are in full compliance with this EULA and do not infringe on Company's Intellectual Property Rights. Any such infringement or violation will be considered a material breach of this EULA.

6. INDEMNIFICATION. LIMITATION OF LIABILITY.

6.1 Customer Indemnification Obligations. Customer shall indemnify and defend Company, Company's Affiliates, and Company's officers, directors, employees, contractors, agents, and licensors (each an "**Indemnified Party**") against any claims, liabilities, and expenses (including court costs and reasonable attorney fees) that an Indemnified Party incurs as a result of, or in connection with: (i) Customer's failure to obtain any consent, authorization, or license required for Company's use of data, software, materials, systems, networks, or other technology Customer provides Company under this EULA; (ii) Customer's use of the Software in a manner not expressly permitted by this EULA; (iii) Company's compliance with any technology, designs, instructions, or requirements provided by Customer or a third-party on Customer's behalf; (iv) any claims, costs, damages, and liabilities whatsoever asserted by any of Customer's Authorized Partners; (v) any violation by Customer of applicable laws; (vi) any reasonable costs and attorneys' fees required for Company to respond to a subpoena, court order or other official government inquiry regarding Customer's use or access of the Software.

6.2 Company Indemnification Obligations.

(a) Company will defend Customer against a third-party claim that Customer's valid use of the Software in accordance with this EULA infringes a third-party's patent, copyright, or registered trademark, when such claim is asserted in the United States of America and based on U.S. law against the Software alone, and not in combination with non-Company product, software, or service, or solely a combination of Company's Software ("**Third-Party Claim**"). Company will indemnify Customer against any final judgement entered by a court of competent jurisdiction or any settlements arising out of the Third- Party Claim, subject to Section 6.2 (b) below.

(b) **Exclusions.** Company has no obligation with respect to any Third-Party Claim(s) based on: (i) compliance with technology, designs, instructions, or requirements that Customer, or a third-party acting on Customer's behalf, provided to Company; (ii) modifications or programming to the Software that were made by anyone other than Company; (iii) use of the Software outside the scope of the applicable Documentation or outside the entitlements granted under this EULA or the SOW; (iv) use of the Software in conjunction with any third-party software or products not approved or provided by Company; (v) Customer's continued use of the Software that is the subject of a Third-Party Claim, after Company has provided Customer with a modified or new version of the Software at no additional cost that is intended to rectify the alleged infringing Software; (vi) any Software provided on a no charge, beta, or

evaluation basis; and (vii) use of the Software on Products that have been modified or programed by anyone other than Company.

(c) **Remedies.** Company may, at Company's sole discretion and at Company's own expense, with respect to any Software that is subject to a Third-Party Claim: (i) procure for Customer with the right to continue using the Software; (ii) replace the Software with a non-infringing Software; (iii) modify the Software so that it becomes non-infringing; or (iv) upon Customer's return of a proof of entitlement of the Software to Company and removal of the Software permanently from Customer's systems, refund the residual value of the purchase price Customer paid for the infringing Software, depreciated using a straight-line method of depreciation over a three (3) year period from the date of delivery of the Software to Customer.

6.3 Indemnification Procedure. The indemnified Party shall: (i) provide prompt written notice to the indemnifying Party; (ii) reasonably cooperate in connection with the defense or settlement of the claim, including providing all reasonable information and assistance at the indemnifying Party's cost; and (iii) give the indemnifying Party sole control over the defense and settlement of the claim, provided that any settlement of a claim shall not include a specific performance obligation or admission of liability by the indemnified Party. Failure to provide timely notice that prejudices the indemnifying Party shall relieve the indemnifying Party of its obligations under this EULA to the extent the indemnifying Party has been prejudiced and the failure to provide timely notice shall relieve the indemnifying Party of any obligation to reimburse the indemnified Party for its attorney's fees incurred prior to notification.

6.4 Personal and Exclusive Remedy. The foregoing indemnities are personal to Seller and Buyer and may not be transferred or assigned to anyone. This section 6 states the parties' exclusive remedies for any claims arising under sections 6.1 and 6.2, other than any remedies that may be available against third party manufacturers or providers of the Software.

6.5 Limitation of Liability TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST REVENUE, DELAY DAMAGES, OR ANY OTHER SPECIAL, INCIDENTAL, LIQUIDATED, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY'S LIABILITY ON ANY CLAIM ARISING OUT OF OR CONNECTED WITH THIS EULA OR THE ACCESS, INSTALLATION, COPY OR USE OF THE SOFTWARE, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), MISREPRESENTATION, BREACH OF CONTRACT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE SOFTWARE GIVING RISE TO THE CLAIM.

THESE LIMITATION OF LIABILITY DO NOT APPLY TO LIABILITY ARISING FROM CUSTOMER'S: FAILURE TO PAY ALL AMOUNTS DUE, OR BREACH OF SECTIONS 1 (LICENSE GRANT AND USAGE RIGHTS), 4 (CONFIDENTIALITY) 5 (INTELLECTUAL PROPERTY RIGHTS) OR 9 (COMPLIANCE WITH LAWS). NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. THESE LIMITATIONS OF LIABILITY ARE CUMULATIVE AND NOT PER INCIDENT.

7. DATA. PRIVACY.

8.1 The Software or Services may employ applications and tools to collect Data. Company may collect and use Data to provide Customer and End Users with the relevant Software or Services functionalities as ordered (including detecting and reporting threats and vulnerabilities on Customer's and End Users' computer network), to enable Company to improve Software or Services (including content synchronization, device tracking, troubleshooting, etc.), to manage licenses to Software or Services, to further or improve overall security, and to develop new services, software, functionality and capabilities. Customer may be required to uninstall the Software or disable Services to stop further Data collection that supports these functions.

8.2 Customer grants Company a royalty free, non-exclusive, irrevocable, worldwide, perpetual right and license to use, reproduce, store, access, transmit, modify, aggregate and disclose Data for provisioning and improvement of the Software and Services, for research and development purposes, training, and for the deployment of new services, software, functionality and capabilities. This includes without limitation compiling statistical and performance information and making such anonymized information publicly available.

8.3 Customer shall be solely responsible for the processing of Data using the Software, as well as the accuracy, quality, integrity, legality, reliability, and appropriateness of all Data. Except as provided in these Cloud Services Terms, Customer retains all rights, title, and interest in and to Customer Data.

8.4 Customer is responsible and liable for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Data; and access and use of the Software in a manner that is inconsistent with this EULA

8.4 Where, as part of or in relation to Services, Software or Product, Company process Customer Personal Data, Customer shall be deemed to have agreed to the DPA.

8. EVALUATION SOFTWARE.

8.1 Evaluation Software. If Company identifies the Software licensed to Customer as “*Evaluation*” or “*Limited Trial*” Software (“*Evaluation Software*”), this Section 8.1 and Section 8.2 apply and supersede any conflicting terms in this EULA. Customer’s royalty-free, non-transferable, limited license to use the Evaluation Software, for evaluation purposes only, is limited to thirty (30) days unless agreed otherwise in writing by Company. The Evaluation Software may contain errors or other problems that could cause system or other failures and data loss. During the evaluation period, Customer may use information about the Evaluation Software gathered from Customer’s use solely for internal evaluation purposes and must not provide that information to any third party. The General Restrictions in Section 1 apply. At the end of the evaluation period, Customer’s right to use the Evaluation Software automatically expires and Customer agrees to discontinue all use, and destroy any copies, of the Evaluation Software, as applicable. If Customer fails to destroy or discontinue access or use the Evaluation Software after the evaluation period has expired, Company may, at Company’s discretion, invoice Customer in an amount equal to the then-current list price for the Software and Customer agrees to pay such invoice upon receipt. Company has no obligation to provide any support for Evaluation Software, and Company may change or discontinue any Evaluation Software at any time without notice. Customer acknowledges that the Evaluation Software may not have been tested or debugged and may contain errors, defects or other problems that could cause system or other failures, security breaches, interruptions, and data loss.

8.2 Feedback. Company welcomes any comments, suggestions for improvements, and feedback regarding the Software and other products and services of Company and Company’s Affiliates (“**Feedback**”). Customer hereby agrees that Company owns all right, title, and interest in and to the Feedback, including any and all associated Intellectual Property Rights, and that Company may use, copy, modify, create Derivative Works based upon, and otherwise exploit the Feedback for any purpose, without notice or attribution to, payment to or consent from Customer. Customer waives any moral rights in the Feedback, to the extent permitted by law. Customer acknowledges that such Feedback will be Company’s Proprietary and Confidential Information and not Customer’s. Customer also agrees not to assert any claims or rights to the Feedback or any derivative works thereof.

8.3 Disclaimer of Warranties. Company’s indemnification obligations in Section 6 do not apply to Evaluation Software. Evaluation Software is provided to Customer solely on an “*AS IS*” “*AS AVAILABLE*” basis. Customer assumes all risk of use of Evaluation Software. If the laws in Customer’s jurisdiction do not allow the exclusion of express or implied warranties, the disclaimer in this section may not apply and the express or implied warranties will be limited in duration to any minimum period required by applicable law, and Company’s aggregate liability and that of Company’s licensors will be limited to the sum of fifty (50) United States dollars (or the then current value in the relevant local currency) in total.

8.4 “Free” or Open-Source Software. The Software may include components (including programs, applications, tools, utilities, libraries, and other programming code) that are made available from third parties under a free or open-source software licensing model (FOSS Code). FOSS Code components included with the Software are redistributed by the Company under the terms of the applicable FOSS Code license for such component. Customer’s receipt of FOSS Code components from Company under this EULA neither enlarges nor curtails Customer’s rights or obligations defined by the FOSS Code license applicable to the FOSS Code component. Copies of the FOSS Code licenses for FOSS Code components included with Software are included with or referenced in the Software’s Documentation.

9. COMPLIANCE WITH LAWS. Each Party will comply with the applicable national, state, and local laws with respect to its rights and obligations under this EULA, including applicable privacy and export control laws and regulations,

and applicable anti-bribery and anti-corruption laws, and other applicable anti-corruption laws. Customer will not, directly or indirectly, export, transmit, permit access or use any of the Software or technical data (or any part of Software or technical data) or system or service incorporating any of the Software to or in any country to which export, transmission or access is restricted by regulation, statute or other law, without the authorization, if required, of the Bureau of Industry and Security of the U.S. Department of Commerce or any other competent governmental entity that may have jurisdiction over export or transmission. Customer will not use, transfer, or access any Software for end use relating to any nuclear, chemical, or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license. Customer acknowledges and agree that certain Software containing encryption may require authorization from the U.S. Government and other competent authorities including the European Union, prior to export. Customer also acknowledges and agrees that certain Software containing encryption may be subject to import or use restrictions in other countries.

U.S. State Department Directorate of Defense Trade Controls (“DDTC”) Debarred Parties List), Company will not be obligated to perform any of its obligations under this EULA. Equipment, systems, or services provided by Company may incorporate, include, or use telecommunications equipment, systems, parts, components, elements, or services that have sourcing restrictions depending on the intended use under section 889 of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. No. 115- 232). It is Customer’s responsibility to advise Company whether an Order is funded in any part by funds from or related to the American Reinvestment and Recovery Act (“ARRA”) (Pub. L. No. 111-5) (i.e., Stimulus Funds). Upon request, Company will provide country of origin information so that Customer may determine compliance with any applicable requirements under ARRA Section 1605 or any other applicable regulations. While all products listed on GSA Advantage!® meet the requirements of the Trade Agreements Act (“TAA”), as implemented by Federal Acquisition Regulations Part 25, other products sold on the Sites may not meet the requirements. Any federal government customer purchasing Software from Company will be making an “open market” purchase that is not covered by any contract, unless the Software is listed on a GSA schedule in which event the “open market” language shall not apply. Federal government customers are advised that the open market purchases are NOT GSA schedule purchases. By purchasing any Software, on the open market, Customer represents that it has authority to make such purchases and has complied with all applicable procurement regulations.

10. GENERAL PROVISIONS.

10.1 Software License Compliance. No more than once per year, Company may request that Customer provides Company, within thirty (30) days of Company’s request, either (a) a system-generated report verifying Customer’s license to the Software, or (b) an accurate Software deployment verification report for the Software. Customer will take reasonable steps to maintain complete and accurate records of its license to the Software is sufficient to verify compliance with the EULA and will provide an accurate Software license verification report signed by a Customer senior executive. Customer acknowledges that the systems report is based on technological features of the Software that provide Software deployment verification. If the systems report or Customer’s prepared Software deployment verification report indicates that Customer is out of compliance with the license terms of the SOW and the EULA, Customer agrees to purchase the additional licenses and pay Company the applicable reinstatement fees associated with the Software licenses. Company may also charge Customer out-of-compliance fees.

10.2 Relationship. The Parties are independent contractors under this EULA and expressly disclaim any partnership, franchise, joint venture, agency, employer/employee, fiduciary, or other special relationship. Neither Party intends this EULA to benefit or create any right or cause of action in or on behalf of, any person or entity other than the Parties and listed Affiliates. Other than Company’s licensors, who are intended third-party beneficiaries under this EULA, this EULA is not intended to create a third-party beneficiary of any kind.

10.3 Severability. If a court holds that any provision of this EULA is invalid or unenforceable under applicable law, the court will modify the provision to the minimum extent necessary to make it valid and enforceable or, if it cannot be made valid and enforceable, the court will sever and delete the provision from this EULA. The change will affect neither the validity of the amended provision nor the validity of any other provision of this EULA, which will continue in full force and effect.

10.4 No Waiver. A Party's failure or delay in enforcing any provision of this EULA will not operate as a waiver of the right to enforce that provision or any other provision of this EULA at any time. A waiver of any provision of this EULA must be in writing, specify the provision to be waived and signed by the Party agreeing to the waiver.

10.5 Dispute Resolution. Subject to applicable mandatory local laws, any issue, dispute or controversy arising out of or related to this EULA, or its contract formation, interpretation, or subject matter ("Disputes") will be governed by the substantive laws of the Republic of Ireland, regardless of and excluding rules relating to conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this EULA. Any Dispute that cannot be commercially resolved by the Parties shall, at Company's election, be submitted to nonbinding mediation as a condition precedent to arbitration. If Company elects mediation, the Parties shall mutually agree upon the mediator and shall share equally in the mediator's fees. If Company does not elect mediation or the Parties cannot resolve the Disputes through the mediation process, the Parties hereby consent to settle such Disputes under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Dublin, Ireland. The language of the arbitration shall be English. The proceedings shall be confidential. The award may only be appealed in the event of procedural irregularities, fraud, or other specific grounds under the Irish Arbitration Act 2010; otherwise, the award shall be final and binding and enforceable in any court of competent jurisdiction. If Customer is a public sector government entity in the United States (excluding the U.S. Government), the laws of the state or territory where Customer is located primarily located shall govern any dispute arising under this EULA. Company shall be entitled to seek necessary and appropriate interim measures of protection from any court of competent jurisdiction to enjoin Customer from taking actions which may adversely affect Company's rights, provided that any proceedings and decisions as to the merits of the dispute are exclusively governed and resolved by arbitration in accordance with this Section.

10.6 Entire EULA. This EULA constitutes the entire understanding between the Parties relating to its subject-matter and supersedes all prior or contemporaneous oral or written communications between the Parties relating to its subject-matter. This EULA, including all documents incorporated by reference, as well as the SOW, will prevail, notwithstanding any variance with any purchase order or other written instrument submitted by Customer, and whether or not expressly rejected by Company. Company reserves the right to amend any terms of this EULA, including all documents incorporated by reference, at any time at Company's own discretion without prior notice to Customer. Any amendment will be effective on the posting of an updated version made available at www.accu-tech.com/termsandconditions or by otherwise publicly notifying Customer.

10.7 Notices. Notices and consents required or permitted to be given under this EULA must be in writing. Notices will be considered delivered upon the earliest of (a) when received, (b) the next business day after being sent to a domestic address by pre-paid, nationally recognized, overnight air courier with tracking capabilities, or (c) 5 business days after being sent by registered or certified airmail, domestically or internationally, return receipt required, postage prepaid. Notices to Company shall be made to the applicable address for Company provided in the Definitions section below. Notices to Customer shall be made to Customer's designated point of contact and address, as provided to Company in connection with this EULA.

10.8 Assignment. Customer may not sublicense, assign, or transfer Customer's rights under this EULA without Company's prior written consent. Any attempt by Customer to sublicense, assign, or transfer any of Customer's rights, duties, or obligations under this EULA, whether directly, or indirectly by merger, acquisition or change of control, will be null and void.

10.9 Notice to U.S. Government End Users. The Software and accompanying Documentation are considered "*commercial computer software*" and "*commercial computer software documentation*," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the Software and accompanying Documentation by the United States Government will be governed solely by this EULA and will be prohibited except to the extent expressly permitted by this EULA.

10.10 Survival. The following sections, together with any other terms necessary for the interpretation or enforcement of this EULA, will survive termination or expiration of this EULA: 3 (Limited Software Warranty and Disclaimer), 4 (Confidentiality), 4 (Intellectual Property Rights), 6 (Indemnification. Limitation of Liability.), 7 (Data.

Privacy), 8.3 (Disclaimer of Warranties regarding Evaluation Software), 10.5 (Governing Law and Venue), 10.10 (Survival), and 11 (Definitions).

10.11 Force Majeure. (a) Company is not liable for delays or failures to perform any of its obligations under this EULA to the extent caused by a Force Majeure Event. (b) Failures or delays in Company's performance are excused to the extent they result from: (i) Customer's acts or omissions, or those of Customer's employees, agents, users, affiliates, or contractors; (ii) notwithstanding the generality of Section 10.11(b)(i), Customer's failure or delay in the performance of a specific task, obligation or responsibility under this EULA, which task, obligation, or responsibility is a condition or requirement for a task, obligation, or responsibility; (iii) reliance on instructions, authorizations, approvals, or other information from Customer; or (iv) acts or omissions of third parties (unless directed by Company).

10.12 Third-Party Software Licenses. Use of Company's Products or some features thereof may require that Customer have licenses for third-party software that has or has not been distributed with Company's Products; in either case, the Customer is responsible for purchasing such third-party software licenses.

11. DEFINITIONS. Capitalized terms used in this EULA have the following meanings:

"Affiliate(s)" mean any entity(ies) that directly or indirectly controls, is controlled by, or is under common control (defined as having more than 50% ownership or the right to direct the management of such entity) with a Party.

"Authorized Partner" means any of Company's authorized resellers, subcontractors, integrators, agents, or other business partners. For the avoidance of doubt, an Authorized Partner has no authority to modify, edit or alter this EULA, and any Software purchased or licensed through any Authorized Partner shall remain governed by and subject to the EULA.

"Authorized User(s)" means the unique individual(s) that Customer authorized to access and use the Software pursuant to Customer's access rights under the EULA, including Customer's employees, Affiliates, Managing Party, as well as any other entity on whose behalf Customer is purchasing the right to access and use the Software as specified in the SOW.

"Cloud Services" means the Company-branded cloud services that Company (or an Authorized Partner) offers and provides Customer via the internet from servers that Company either owns or manages and are provided to the Customer as specified in the applicable SOW and subject to the Cloud Services Terms.

"Cloud Services Terms" means Company's Cloud Services terms and conditions made available at www.accu-tech.com/termsandconditions. Any conflict or inconsistency between the EULA and the Cloud Services Terms will be resolved in favor of the EULA if it relates to Software, and the Cloud Services Terms as it relates to Cloud Services or other matters.

"Company" means Accu-Tech Corporation with its principal address located at 11350 Old Roswell Road, Alpharetta, GA 30009.

"Confidential Information" means information received by the receiving Party from the disclosing Party which (a) is marked as "Confidential" or "Proprietary"; or (b) would reasonably be considered confidential and/or proprietary under the circumstances surrounding disclosure.

"Customer" means the unique person or entity specified in the SOW that is licensed or authorized to access and use the Software pursuant to the EULA.

"Customer Data" means any information relating to an identified or identifiable individual or is otherwise defined as 'Personal Data' under the General Data Protection Regulation or other applicable data protection laws.

"Data" means Personal Data, sensitive data or any other information and data about Customer and End Users, their computers and equipment, files stored on or collected through their computers and equipment, or their computers' and equipment's interactions with other computers and equipment or interactions with virtual and physical environment, and any other information and data received from Customer or End Users directly or indirectly.

"Derivative Work" means a work that is based on one or more preexisting works (such as a revision, translation, dramatization, motion picture version, abridgment, condensation, enhancement, modification, or any other form in which preexisting work may be recast, transformed, or adapted) which, if created without the authorization of

the copyright owner of the preexisting work, would constitute copyright infringement. This definition includes, but is not limited to, modifications and enhancements to software or other technical works.

“Documentation” means any explanatory materials, such as user or operational manuals, training materials, user guides, product descriptions, regarding the implementation and use of the Software that Company makes available to Customer. Documentation is provided in printed, electronic, or online form.

“DPA” means Company’s “Data Processing Agreement” made available at www.accu-tech.com/termsandconditions.

“End-of-Life Policy” means Company’s end-of-life policies made available at www.accu-tech.com/termsandconditions.

“Fees” means the fees for licensing the Software as set forth in the SOW.

“Force Majeure Event” means any event beyond Company’s reasonable control that, by its nature, could not have been foreseen or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third parties), acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, shortage of supply or delay in delivery by Company’s vendors, fire, flood, earthquake, accident, radiation, inability to secure transportation, failure of communications or energy sources, malicious damage, breakdown of plant or machinery, or default of suppliers or sub-contractors.

“High-Risk System” means a device or system that requires extra safety functionalities such as fail-safe or fault-tolerant performance features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury, or catastrophic property damage. A device or system with a fail-safe feature in the event of failure may revert to a safe condition rather than break down, may include a secondary system that comes into operation to prevent a malfunction, or may operate as a backup in the event of a malfunction. A device or system with a fault-tolerant feature in the event of failure may continue its intended operation, possibly at a reduced level, rather than failing completely. Without limitation, High-Risk Systems may be required in critical infrastructure, industrial plants, manufacturing facilities, direct life support devices, aircraft, train, boat or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.

“Intellectual Property Rights” means all intellectual property or other proprietary rights throughout the world, whether existing under statute, at common law or in equity, now existing or created in the future, including: (i) copyright, trademark and patent rights, trade secrets, moral rights, right of publicity; (ii) authors’ rights; and (iii) any application or right to apply for any of the rights referred to in (i) above.

“License Period” means the period for which the Customer and Authorized User(s) shall have the right to download, install, copy, access, and/or use the Software under this EULA, as specified in the SOW.

“Open-Source Software” means any software distributed under a license approved by the Open-Source Initiative (OSI) or a similar recognized body, such as the Free Software Foundation, which permits the use, modification, and distribution of the software without requiring the payment of royalties or licensing fees for the software itself. Certain Open Source licenses may impose conditions on the use, modification or distribution of the software or any other software incorporated into, derived from, or distributed with the software (“Derivative Software”); such conditions may include any of the following: (i) The source code of the software or any Derivative Software must be released or otherwise made available to third parties; (ii) Permission for creating derivative works of the software or any Derivative Software must be granted to third parties; (iii) Changes made to the software must be documented and disclosed when the software or any Derivative Software is being distributed, and (iv) providing attribution to the original authors. Compliance with the specific terms of each open-source license used is required.

“Personal Data” or “Personal Information” means any information relating to an identified or identifiable individual or is otherwise defined as ‘*Personal Data*’ under the General Data Protection Regulation or other applicable data protection laws

“Privacy Policy” means Company’s published privacy policy made available at www.accu-tech.com/termsandconditions.

“Product” means third-party hardware equipment that is not manufactured by or on behalf of Company (together with all parts, elements, or accessories, and any combination of them) purchased by Customer from Company or an Authorized Partner, and identified in the applicable SOW, excluding any Software or other intangible items (whether or not pre-loaded on hardware or subsequently loaded on hardware by Customer, Company, or any other person or entity). The Products are not covered by the warranties set forth in the EULA. Company makes no representations or warranties whatsoever, directly, or indirectly, express, or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality, performance or non-infringement of the Products. With respect to Company, Products are provided "as is." All warranty claims related to Products are subject to the applicable warranty terms of the third-party manufacturer, licensor or service provider.

“Services” means those non-cloud related service offerings that Company (or an Authorized Partner) provides Customer as specified in the SOW and subject to the Company’s terms and conditions of sale, made available at www.accu-tech.com/termsandconditions. Any conflict or inconsistency between the EULA and the Company’s terms and conditions of sale will be resolved in favor of the EULA if it relates to Software, and Company’s terms and conditions of sale as it relates to Services or other matters.

“Software” means any software program branded, developed, owned or licensed by Company, as the context require, in object code format and applicable Documentation, including Upgrades and Updates that Customer or the Authorized User(s) installs during the applicable License Period.

“Software Deployment Date” means the date the Software is made available for operational use by Customer. This includes, but is not limited to, the installation, configuration, and activation of the Software on Customer’s systems or environments, thereby enabling End-Users to access and utilize the Software's functionalities as intended under this EULA.

“SOW” means any written (electronic or otherwise) statement/scope of work document between a Company Affiliate and Customer that identifies, amongst other things, the Software provided by Company to Customer and incorporates the EULA.

“Updates” means any update to the content of the Software, and includes all policy updates, database updates for the Software, and updates to the related Documentation that are made generally available to Authorized User(s) after the date of purchase of the Software. Updates are not separately priced or marketed by Company.

“Upgrade” means all improvements in the Software that are generally made available to Authorized User(s). Upgrades are not separately priced or marketed by Company.