NODEWARE EULA AGREEMENT

THIS NODEWARE SOLUTION AGREEMENT ("**AGREEMENT**") IS A LEGAL CONTRACT BETWEEN IGI CYBERLABS, LLC ("IGI") AND YOU. AS USED IN THIS AGREEMENT, "**YOU**" REFERS TO YOU AS AN INDIVIDUAL AND THE COMPANY ON BEHALF OF WHICH YOU ARE USING THE NODEWARE SOLUTION (AS DEFINED BELOW) AS AN EMPLOYEE OR AGENT ("**COMPANY**"). YOU REPRESENT AND WARRANT THAT YOU HAVE THE FULL CORPORATE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE COMPANY, THAT THIS AGREEMENT HAS BEEN DULY AUTHORIZED BY THE COMPANY, AND THAT THIS AGREEMENT WILL CONSTITUTE THE LEGAL, VALID, AND BINDING OBLIGATION OF THE COMPANY, ENFORCEABLE AGAINST THE COMPANY IN ACCORDANCE WITH ITS TERMS.

BY CREATING YOUR USER ACCOUNT (THE FIRST DATE ON WHICH ANY SUCH ACTION OCCURS, THE "**EFFECTIVE DATE**"), YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE, YOU ARE NOT AUTHORIZED TO USE THE NODEWARE SOLUTION FOR ANY PURPOSE, AND YOU SHOULD NOT INSTALL THE NODEWARE DATA COLLECTOR OR THE SOFTWARE. USE OUTSIDE OF THE US OR CANADA IS PERMITTED IF IT MEETS THE REQUIREMENTS OF SECTION 21 OF THIS DOCUMENT.

IGI MAY MODIFY THIS AGREEMENT UPON NOTICE TO YOU, WHICH NOTICE MAY BE PROVIDED VIA THE NODEWARE PORTAL (AS DEFINED BELOW).

1. **NODEWARE SOLUTION. "NODEWARE SOLUTION"** means IGI's SOLUTION consisting of any or all of the following (a) NODEWARE hardware, or virtual sensor ("**NODEWARE SENSOR**") or agent ("**NODEWARE AGENT**"), each being a NODEWARE DATA COLLECTOR ("**NODEWARE DATA COLLECTOR**") (b) NODEWARE software ("**Software**") installed on one or more computers and/or mobile devices (each, a "**Device**") and (c) certain services, features and/or functionality made available to You through IGI's Nodeware online portal(s). In this Agreement, references to "Software" also include (x) any bug fixes, patches, updates or upgrades that You purchase or that are otherwise made available to You by IGI ("**Upgrades**") and (y) any help documentation provided through the Software or Online Portal ("**Documentation**"). It does not include additional features or functionality that may come at an additional cost.

2. **SOFTWARE.** The NODEWARE SOLUTION may include desktop Software for Your computers ("**Desktop Software**") and mobile Software for Your mobile devices ("**Mobile Software**"). IGI and its distributors may offer the Desktop Software and Mobile Software individually or together, but You are licensed to use only the type(s) of Software for which You have paid the applicable Fees or are part of a Nodeware evaluation and for which You have received a valid activation code. Except where otherwise specified, all terms of this Agreement and all references to Software apply to the NODEWARE SENSOR Software, Desktop Software, the Mobile Software and the Online Portal(s). Subject to all of the terms and conditions of this Agreement, IGI hereby grants You the following non-exclusive, non-transferable, non-sub licensable rights during the Term:

   a. <u>Desktop Software Users:</u> to install and use the Desktop Software on Your computer(s) and/or Your Customers computer(s), solely for Your business purposes; and

   b. <u>Mobile Software Users:</u> to install and use the Mobile Software on Your mobile device(s) and/or Your Customers mobile device(s), solely for Your business purposes.

   c. <u>NODEWARE DATA COLLECTOR:</u> to install the NODEWARE DATA COLLECTOR for the sole use of continuous network scanning and vulnerability management for Your business purposes only.

   d. <u>NODEWARE PORTAL:</u> to register and access the NODEWARE PORTAL for viewing and managing Your or Your Customers data.

3. **RESTRICTIONS.**

   a. You may use the NODEWARE SOLUTION only in accordance with this Agreement, the Documentation, and the order documentation presented when You obtained Your access to the NODEWARE SOLUTION ("**Order Documentation**").

   b. You agree to comply with all restrictions. Depending on where You obtained the NODEWARE SOLUTION and whether You have licensed the Software, Order Documentation may have been: (i) included in an online NODEWARE shopping cart, Your Software product packaging, the terms of purchase of a third party app store, marketplace or other site or service from which You downloaded the Software ("**App Store**"), or other third party reseller/distributor terms; or (ii) presented directly by IGI, by an App Store provider, or by another third party reseller or distributor.

   c. You will not: (i) reproduce, modify, create derivative works of, distribute, sublicense, or transfer the NODEWARE SOLUTION; (ii) use the NODEWARE SOLUTION for the benefit of any third party; (iii) circumvent mechanisms in the NODEWARE SOLUTION intended to limit Your use (including without limitation any license expiry or time-out mechanisms); or (iv) reverse engineer, disassemble, decompile, or translate the NODEWARE DATA COLLECTOR or Software, or attempt to derive the source code of the Software or non- public APIs for the Online Services, except as permitted by law.

4. **EVALUATION VERSIONS.** Any evaluation versions of Nodeware, if and when available from IGI, are governed by the terms and conditions specified in this Agreement and any other documentation provided to You regarding Your Nodeware evaluation. Any Nodeware evaluation, unless specifically indicated by IGI in writing, will convert automatically to a paid instance of Nodeware if not cancelled prior to the end of the evaluation period, in accordance with Sections 12 and 15.

5. **UPGRADES.** Any Upgrades will be subject to the terms of this Agreement applicable to Software and/or Hardware or other terms provided with the Upgrade.

6. **SUPPORT:** Reseller shall be responsible for all first level of support for the End Users (e.g., initial response, problem identification and problem resolution) for the NODEWARE SOLUTION and shall include all relevant contact information on Reseller's website. Reseller agrees to provide and make available a sufficient number of trained personnel to provide such support for the End Users. IGI is responsible for support to the Reseller, which includes software updates, patches, bug fixes, non-chargeable upgrades and remote support. Additionally, Nodeware support documentation is provided in the NODEWARE PORTAL.

7. **PORTAL AND LOGIN INFORMATION**

   a. The Portal Services are for use in conjunction with the Software as part of the NODEWARE SOLUTION and are accessible through IGI's online portal at https://app.nodeware.com or a successor website ("NODEWARE PORTAL"). Subject to all the terms and conditions of this Agreement, IGI hereby grants You a non-exclusive, non-transferable, non-sub licensable right during the Term to access and use the Online Services through the NODEWARE PORTAL for Your own internal business purposes in connection with the Product, Desktop Software and/or Mobile Software (depending on which You have licensed).

   b. To use the NODEWARE PORTAL and certain other features of the NODEWARE SOLUTION, You must register Your email address, and a password ("**Login Information**") with IGI. You are solely responsible for any actions taken using Your Login Information. You understand and agree that IGI uses Login Information according to its https://igius.com/privacy-policy/ (as such may be updated by IGI) and that IGI may contact You about Your account and our products and services as described in the Privacy Policy. Use of the Online Services and NODEWARE PORTAL may be subject to additional terms posted on the NODEWARE PORTAL.

   c. IGI uses and stores certain information obtained from Your network. Any of Your information that is included in aggregate reporting is anonymized.

   d. **NODEWARE PORTAL AVAILABILITY**. The NODEWARE PORTAL will be operational and available to You twenty-four (24) hours per day, seven (7) days per week at least ninety-nine point nine percent (99.9%) of

the time in any calendar month, except for scheduled maintenance and upgrades, and excluding API Interruptions (the "NODEWARE PORTAL Availability SLA"). Where reasonably possible, IGI shall provide at least twenty-four (24) hours' advance notice to You regarding scheduled maintenance in excess of thirty (30) minutes.

NODEWARE PORTAL Availability will be calculated as follows: [Total number of minutes Service is available in a calendar month DIVIDED BY [Total number of minutes in a calendar month LESS Excused Downtime)].

Any NODEWARE PORTAL Availability Credit will only apply to any NODEWARE SOLUTION software fees for the affected month. This NODEWARE PORTAL Availability SLA states Your sole and exclusive remedy for any failure by IGI to meet the NODEWARE PORTAL Availability SLA.

NODEWARE PORTAL Availability	NODEWARE PORTAL Availability Credit
< 99.9% - > 99.0%	3% credit of NODEWARE SOLUTION monthly software fees
< 99.0% - > 95.0%	6% credit of NODEWARE SOLUTION monthly software fees
<95.0%	12% credit of NODEWARE SOLUTION monthly software fees

HOW TO RECEIVE NODEWARE PORTAL AVAILABILITY CREDITS. If IGI does not meet the NODEWARE PORTAL Availability SLA, You may be eligible to receive the NODEWARE PORTAL Availability Credits described above. A service ticket must be submitted via the NODEWARE PORTAL or through support@nodeware.com in order to make a failure known or for downtime to be considered. In order to receive NODEWARE PORTAL Availability Credits, You must make a request in writing to IGI via NODEWARE Support within thirty (30) days of the event-giving rise to such NODEWARE PORTAL Availability Credits. NODEWARE PORTAL Availability Credits are based on IGI's monitoring, may not exceed the total amount of recurring fees You have paid to IGI for the month in which IGI failed to meet the NODEWARE PORTAL Availability, are forfeited at the expiration or termination of the Agreement, may not be aggregated, and will not be paid in cash.

8. **YOUR CONNECTION/THE NODEWARE DATABASE(S).** Each Nodeware Data Collector or Device with the appropriate Nodeware Software requires an active Internet connection for the Software to operate and the NODEWARE DATA COLLECTOR to transmit data as part of NODEWARE SOLUTION. This is because the Software communicates with the NODEWARE SOLUTION's online database(s) ("NODEWARE Database(s)") in order to provide certain features and functionality, including, but not limited to, scanning programs and URLs for threats and receiving threat removal instructions. The Software also may send Your Information (as defined below) to the NODEWARE Database(s) for the purposes described in Section 9 (Information Collected by the Nodeware Data Collector).

YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING YOUR OWN INTERNET AND DATA CONNECTIONS AND SMS FUNCTIONALITY FOR ANY DEVICE THAT YOU USE WITH THE NODEWARE SOLUTION, AND IGI TAKES NO RESPONSIBILITY OR LIABILITY FOR THE FOREGOING. YOU ACKNOWLEDGE THAT THE NODEWARE ONLINE DATABASES AND OTHER SERVICES THAT ARE ACCESSED OR USED THROUGH INTERNET CONNECTIONS OR VIA SMS FUNCTIONALITY MAY BE SUBJECT TO YOUR SERVICE PROVIDER'S DOWNTIME FROM TIME TO TIME FOR PURPOSES OF MAINTENANCE, REPAIR OR UPGRADE.

9. **INFORMATION COLLECTED BY THE NODEWARE DATA COLLECTOR.** The NODEWARE SOLUTION may collect and send to the NODEWARE Database(s) information about the following:

a. Potential security risks such as, without limitation, network vulnerabilities. ("**Vulnerability Data**")

b. Your Device's IP address and approximate geographic location ("**Location Information**"); and other details about Your Devices, which may include, but is not limited to, Your Device's operating system, device name, mac address, host name, type and carrier (for mobile devices), ("**System Information**," and collectively with Vulnerability Data and Location Information, "**Your Information**").

IGI may use Your Information to (1.) provide and improve the related services; (2.) improve the NODEWARE Database(s) and its other products and services; and (3.) develop aggregate, non-customer identifiable statistics, which IGI may use for research, publicity, marketing, promotional and other commercial purposes. In addition, IGI may share other anonymous information about Your network with third party service providers for their use in providing vulnerability trends and related threat protection services to You and other customers and otherwise in

protecting the safety and integrity of their systems. IN CONDUCTING THE FOREGOING ACTIVITIES, IGI MAY TRANSFER YOUR ANONYMOUS INFORMATION TO ITS LOCATIONS IN THE UNITED STATES AND OTHER JURISDICTIONS. BY AGREEING TO THIS AGREEMENT AND INSTALLING THE SOFTWARE, YOU AGREE TO SUCH TRANSFER OF YOUR INFORMATION. PLEASE NOTE THAT YOUR INFORMATION MAY NOT BE SUBJECT TO THE SAME CONTROLS AS YOUR CURRENT LOCATION.

YOU CONSENT TO THE USES DESCRIBED ABOVE, INCLUDING BUT NOT LIMITED TO HAVING YOUR INFORMATION TRANSFERRED TO AND PROCESSED IN THE UNITED STATES AND OTHER JURISDICTIONS. YOU GRANT NODEWARE AN UNRESTRICTED, ROYALTY-FREE, PERPETUAL LICENSE TO USE AND MODIFY YOUR INFORMATION FOR SUCH PURPOSES. BY USING THE NODEWARE SOLUTION INCLUDING THE PORTAL, YOU HEREBY CONSENT TO USE OF THIS INFORMATION. IF YOU DO NOT CONSENT, DO NOT USE THE NODEWARE SOLUTION.

10. **REMEDIATION**. The NODEWARE SOLUTION does not perform any direct remediation function.

11. **BREACHES.** The NODEWARE SOLUTION does not prevent security breaches in any way nor does it warrant against any such claims.

IGI IS NOT LIABLE FOR ANY LOSS OF DELETED CONTENT, DATA, LOSS OF ACCESS OR OTHER PROBLEMS OR LOSSES ARISING FROM USE OR MISUSE OF THE NODEWARE SOLUTION OR DURING ANY REMEDIATION EFFORTS PROVIDED BY YOU OR ANY OTHER PARTY.

IGI IS NOT LIABLE FOR ANY LOSSES THAT RESULT FROM DELETED CONTENT, DATA, LOSS OF ACCESS OR OTHER PROBLEMS OR LOSSES ARISING FROM BREACHES TO ANY THIRD-PARTY SERVICES UTILIZED BY THE NODEWARE SOLUTION.

12. **FEES**. You are responsible for paying IGI or the third party from which You obtained the NODEWARE SOLUTION ("Distributor") the fees specified in the Order Documentation ("Fees") for the right to use the NODEWARE SOLUTION in the Initial Term and any Renewal Term(s) (as defined below). All Fees are non- refundable except as set forth in Sections 17a or 18 or as otherwise stated in Your Order Documentation. The Fees exclude any taxes. You and/or the Distributor will be responsible, and will indemnify and hold IGI harmless, for payment of all applicable sales, use or other taxes (excluding taxes based on IGI's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fees hereunder or the delivery, license, or support of the Software.

13. **OWNERSHIP.** IGI and its licensors have and retain all right, title, and interest in the NODEWARE SOLUTION, including without limitation the Software, the PORTAL, the NODEWARE PORTAL and any materials made available through the NODEWARE PORTAL, and any modifications to or derivative works of any of the foregoing (including all intellectual property rights). Each copy of the Software, and use of the PORTAL, is licensed, not sold, notwithstanding any use of "purchase," "sale," or similar terms.

14. **PRODUCT CHANGES.** Provided that the functionality of the NODEWARE SOLUTION is not substantially decreased during the Term, IGI may at any time without notice discontinue or modify any characteristics of the NODEWARE SOLUTION.

15. **TERM.** This Agreement will begin on the Effective Date and will continue for the Initial Term set forth in the Order Documentation. Your license will renew according to the terms set forth in your Order Documentation. All renewals are subject to payment of applicable fees. The Initial Term and any renewal terms are collectively referred to as the term ("Term"). Regardless of payment timing (monthly, annual or multi-year), the Initial Term for the NODEWARE SOLUTION is a minimum of twelve (12) months. You are obligated to pay the entire 12-month term. For any cancellation during the initial 12-month term or during any subsequent Renewal Term, a Termination Fee equal to the sum of the payments remaining is due upon cancellation request. If prepaid, no refund will be provided. Unless cancelled by You in writing at least thirty (30) days prior to the end of the Initial Term or any subsequent Renewal Term, or otherwise terminated in accordance with this Agreement, the NODEWARE SOLUTION shall automatically renew at the end of the Initial Term or each Renewal Term, at the applicable rate at the time of renewal.

16. **TERMINATION.** IGI may terminate this Agreement immediately (i) if You breach this Agreement or (ii) any aspect of this Agreement is limited by law or third-party terms of service. Failure to pay Fees when due will constitute a breach. The following will survive termination: outstanding fee obligations, the license restrictions in Sections 3.b, the disclaimers in Section 8 (Your Connection/NODEWARE Database(s)), Section 9 (Information Collected by the Software), the disclaimers in Section 12 (Fees) and Sections 13 (Ownership), 16 (Termination), 17.b (Disclaimers),

19 (Limitation of Liability), 20 (US Government End Users Only), 21 (Export), 22 (Governing Law), 23 (High Risk Activity), 24 (Force Majeure), 25 (Third-Party Software), and 26 (General). When this Agreement terminates or does not renew, your data, including, but not limited to, scan data, Your Information, and console data, may be deleted by IGI, in its sole discretion, at any time after forty-five (45) days after the date of non-renewal or termination.

17. **LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES.**

   a. Limited Warranty. During the service which commences on the Effective Date IGI warrants that the NODEWARE SOLUTION, when used as permitted in this Agreement will operate substantially as described in the Documentation. IGI's sole liability (and Your exclusive remedy) for any breach of this warranty will be, in IGI's sole discretion, to use commercially reasonable efforts (i) to provide You with an error-correction or work-around which corrects the reported non-conformity, (ii) to replace the non-conforming portions of the NODEWARE SOLUTION with conforming items, or (iii) if IGI determines such remedies to be impracticable within a reasonable period of time, to terminate the Agreement and refund the Fees paid for the NODEWARE SOLUTION for the time the NODEWARE SOLUTION was non-conforming. IGI will have no obligation with respect to a warranty claim unless notified of such claim by you. The above warranty will not apply: (i) if the NODEWARE SOLUTION is not used in compliance with the Documentation; (ii) if any modifications are made to the NODEWARE SOLUTION by You or any third party; (iii) to defects due to accident, abuse or improper use by You; or (iv) to Evaluation Software or other items provided on a no charge or evaluation basis.

   b. <u>DISCLAIMERS</u>. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE NODEWARE SOLUTION IS PROVIDED "AS IS" AND IGI AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. THERE IS NO WARRANTY THAT THE NODEWARE SOLUTION WILL BE ERROR FREE OR THAT ACCESS WILL BE CONTINUOUS OR UNINTERRUPTED. NO SECURITY, OR DEVICE LOCATION SERVICE CAN GUARANTEE A 100% DETECTION OR SUCCESS RATE, AND IGI IS NOT LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM ANY FAILURE OF THE NODEWARE SOLUTION TO DETECT OR QUARANTINE ANY POTENTIALLY NETWORK VULNERNABILTY. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE WARRANTY PERIOD ABOVE.

   THIRD PARTY CERTIFICATIONS AND/OR APPROVALS MAY BE REQUIRED IN ORDER TO UTILIZE SOME FEATURES OF THE NODEWARE SOLUTION ON CERTAIN DEVICES. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL SUCH CERTIFICATIONS AND APPROVALS, AND IGI TAKES NO RESPONSIBILITY OR LIABILITY FOR THE FOREGOING.

18. **INDEMNIFICATION.** IGI will defend at its own expense any action against You brought by a third party to the extent that the action is based upon a claim that the NODEWARE SOLUTION directly infringes any U.S. patents or copyrights, or misappropriates any trade secrets recognized as such under the Uniform Trade Secret law, and IGI will pay those costs and damages finally awarded against You in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. You will notify IGI promptly in writing of such action, give IGI sole control of the defense thereof and any related settlement negotiations, and cooperate with IGI and, at IGI's request and expense, assist in such defense. If the NODEWARE SOLUTION becomes, or in IGI's opinion is likely to become, the subject of an infringement claim, IGI may, at its option and expense: (i) procure for You the right to continue using the NODEWARE SOLUTION; (ii) replace or modify the NODEWARE SOLUTION so that it becomes non-infringing; or (c) terminate this Agreement, accept return of the NODEWARE SOLUTION and give You a prorated refund for the Fees. Notwithstanding the foregoing, IGI will have no obligation under this Section 18 or otherwise with respect to any infringement claim to the extent based upon: (i) any use of the NODEWARE SOLUTION not in accordance with this Agreement or for purposes beyond the scope set forth in the Documentation; (ii) any use of any release of the NODEWARE SOLUTION other than the most current release made available to You; (iii) any modification of the NODEWARE SOLUTION by any person other than IGI or its authorized agents or subcontractors; (iv) the use or combination of the NODEWARE

SOLUTION with any third party product or service; or (v) any manipulation of or presentation of Your Information other than as shown in the NODEWARE PORTAL or directly from the IGI-provided API. If an infringement action or claim against IGI is based on any of the exceptions to IGI's indemnity as set forth above, You will defend such action or claim at Your own expense and will pay all damages and costs finally awarded against IGI in connection with such action or claim or agreed to in any monetary settlement thereof. IGI will promptly notify You in writing of such action or claim, give You sole control of the defense thereof and any related settlement negotiations, cooperate with You and, at Your request and expense, assist in such defense. THIS SECTION 18 STATES IGI's ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

19. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL IGI, ITS RESELLERS, OR ITS LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR (A) ANY LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR (B) AMOUNTS EXCEEDING THE TOTAL FEES PAID OR PAYABLE TO IGI FOR THE NODEWARE SOLUTION DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE RELEVANT CLAIM. THIS SECTION 19 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

20. **US GOVERNMENT END USERS ONLY.** For US government end-users only, the NODEWARE SOLUTION is a "commercial item" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth therein.

21. **EXPORT.** The NODEWARE SOFTWARE AND NODEWARE DATA COLLECTOR may be installed on any networks outside the U.S., subject to U.S. data privacy laws, export control laws and regulations and may be subject to foreign export or import or data privacy laws or regulations. You agree to comply strictly with all such laws and regulations and not to use or transfer the Nodeware Solution for any use relating to nuclear, chemical, or biological weapons, or missile technology. You will indemnify and hold harmless IGI and its licensors from all claims, damages, losses, and expenses (including attorneys' fees) arising from breach of this Section 21.

22. **GOVERNING LAW.** The parties submit all their disputes arising out of or in connection with this Agreement shall be interpreted and construed according to, and governed by, the laws of the State of New York, excluding any such laws that might direct the application of the laws of another jurisdiction. All actions or suits in law or equity arising out of or related to this Agreement shall be litigated in Supreme Court Monroe County, New York.

23. **HIGH RISK ACTIVITY.** You acknowledge and agree that the NODEWARE SOLUTION is not intended for use with any high risk or strict liability activity, including, without limitation, air or space travel, technical building or structural design, power plant design or operation, or life support or emergency medical operations or uses, and IGI makes no warranty regarding, and will have no liability arising from, any use of the Nodeware Solution in connection with any high risk or strict liability activity.

24. **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

25. **THIRD-PARTY SOFTWARE.** The NODEWARE SOLUTION may contain or be provided with components subject to the terms and conditions of third-party software licenses ("**Third-Party Software**"). Third-Party Software may be identified in the Documentation or via a link to IGI's website, or IGI will provide a list of the Third-Party Software for a particular version of the Software to You upon Your written request. To the extent required by the license that accompanies the Third-Party Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Third-Party Software itself, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

26. **GENERAL.** You acknowledge and agree that any translation of the English language version of this Agreement provided by IGI to You is provided for Your convenience only, and that the English language version of the Agreement will take precedence over the translation in the event of any contradiction arising from translation. The English language version of the Agreement may be viewed at www.NODEWARE.com/EULA. If any provision of this Agreement is held unenforceable, that provision will be enforced to the extent permissible by law and the

remaining provisions will remain in full force. IGI may provide You with notice of matters relating to this Agreement by sending You an email or by posting notice in the NODEWARE PORTAL. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that either party may freely assign or transfer its rights or obligations hereunder to any affiliate or any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization, or otherwise. No provision of this Agreement will be deemed waived unless the wavier is in writing and signed by IGI. This Agreement is the complete and exclusive statement of the mutual understanding between You and IGI and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. **Notwithstanding the foregoing, if You have entered into a separate written agreement signed by IGI for use of the NODEWARE SOLUTION, the terms and conditions of such other agreement will prevail over any conflicting terms and conditions in this Agreement**. No provision of any purchase order or in any other business form employed by You will supersede the terms and conditions of this Agreement, and any such document issued by You will be for administrative purposes only and will have no legal effect.

27. **USE OF THE NODEWARE SOLUTION TO PROVIDE MANAGED SERVICES.** If You are licensing the NODEWARE SOLUTION to provide Managed Services to Your End Users, the provisions of this Section 27 shall also apply to Your use of the NODEWARE SOLUTION. To the extent of any conflict between the provisions of this Section 27 of the Agreement and the rest of the Agreement, the provisions in this Section 27 shall prevail.

   a. **Definitions.** As used in this Section 27:

      i. "**Beneficiary**" means a third-party organization for whom You provide Managed Services in accordance with this Agreement for such organization's own internal business use.

      ii. **Managed Services**" means the managed services provided by You to Beneficiaries through the use of the NODEWARE SOLUTION specified in Your Order Documentation.

      iii. "**NODEWARE Marks**" means the names of IGI's NODEWARE products and services, the NODEWARE logos, any text or graphical material incorporating such names or marks, service marks, trade names, indicia of origin or design marks NODEWARE provides from time to time.

   b. **Grant of License.** Subject to the terms and conditions of this Agreement, IGI grants You a royalty-free, revocable, non-exclusive, non-transferable, non-sub licensable license to (a) use the NODEWARE SOLUTION and Documentation solely as part of Your provision of Managed Services to Beneficiaries for such Beneficiaries' internal business use, and (b) use and display the most current version of the NODEWARE SOLUTION Agreement and Documentation made available to You, solely for the non- production purposes of conducting demonstrations of the Managed Services for potential Beneficiaries.

   c. **License Restrictions**. You acknowledge that the NODEWARE SOLUTION and its structure, organization, and source code constitute valuable trade secrets of IGI. Accordingly, You agree not to: (a) modify, adapt, alter, translate, or create derivative works from the NODEWARE SOLUTION; (b) merge the NODEWARE SOLUTION with other software or services; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the NODEWARE SOLUTION; (d) knowingly permit any Beneficiaries to do any of the foregoing; or (e) use the NODEWARE SOLUTION for the provision of any services, other than the Managed Services, for the benefit of any third party. You and Beneficiaries must not remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of NODEWARE on or within the NODEWARE SOLUTION and the Documentation, if any.

   d. **Trademark License**. Subject to the terms and conditions of this Agreement, IGI grants You a non- exclusive, non-transferable, non-sub licensable, revocable license to use and reproduce the NODEWARE Marks solely in connection with marketing the Managed Services. IGI grants no rights in the NODEWARE Marks other than those expressly granted in this paragraph. You acknowledge IGI's exclusive ownership of the NODEWARE Marks. You agree not to take any action inconsistent with such ownership and to cooperate, at IGI's request and expense, in any action which IGI deems necessary or desirable to establish or preserve IGI's exclusive rights in and to the NODEWARE Marks. You will not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the NODEWARE Marks or in such a way as to create combination marks with the NODEWARE Marks. For the avoidance of doubt, You will not be entitled to incorporate "*IGI*", "*IGI CyberLabs"* or "*NODEWARE*" into Your domain names without IGI's prior written

approval. You will use the NODEWARE Marks in accordance with such guidelines as IGI may provide to You from time to time. At IGI's request, You will immediately modify or discontinue any use of the NODEWARE Marks.

e. **Branding**. You will use the NODEWARE Marks to identify the NODEWARE SOLUTION, the Managed Services, and in all materials used to market and promote the Managed Services in a manner acceptable to IGI and subject to the limitations and requirements in this Agreement. You will at all times conduct business in a manner that reflects favorably on the NODEWARE SOLUTION, the Managed Services, and the good name, goodwill, and reputation of IGI.

f. **Publicity**. IGI and You will communicate and cooperate with respect to advertising and publicity regarding this Agreement and our relationship, and each will obtain the written consent of the other before publishing or releasing any advertising or publicity.

g. **Compliance with Laws**. You will at all times comply with all applicable laws and regulations in performing hereunder, including without limitation all laws related to the protection of Beneficiary and/or personal data acquired by You in the course of Your provision of Managed Services.

h. **Warranties Made by You**. You will not make or publish any false or misleading representations, warranties, or guarantees concerning the NODEWARE SOLUTION that are inconsistent with any warranties made by IGI in this Agreement. You will indemnify, defend and hold harmless IGI for any action brought by a third party to the extent that the action is based upon a claim that a misrepresentation or manipulation of data that either You or any Affiliates, employees, and/or customers may have made intentionally or inadvertently to the NODEWARE SOLUTION or data. You will indemnify, defend and hold harmless IGI for any claim brought by a third party to the extent that the action is based upon a claim that resulted from any false positives, negatives, inaction or timely action to remediate any identified vulnerabilities portrayed in the NODEWARE SOLUTION.

i. **Independent Contractors**. Your relationship to IGI is that of a customer, and neither party is an agent or partner of the other. You will not have and will not represent to any third party that You have, any authority to act on behalf of IGI.