



## CyberSecure IPS, LLC - Standard End User License Agreement (EULA)

**PLEASE READ CAREFULLY BEFORE USING THIS PRODUCT:** This End-User License Agreement ("EULA") is a legal agreement between (a) you (either an individual or a single entity), and (b) CyberSecure IPS, LLC ("CyberSecure IPS") that governs your use of any Software Product, installed on or made available by CyberSecure.

**BY CLICKING "I AGREE", OR BY TAKING ANY STEP TO INSTALL OR USE THE SOFTWARE PRODUCT, YOU (1) REPRESENT THAT YOU ARE OF THE LEGAL AGE OF MAJORITY IN YOUR STATE, PROVINCE JURISDICTION OF RESIDENCE AND, IF APPLICABLE, YOU ARE DULY AUTHORIZED BY YOUR EMPLOYER TO ENTER INTO THIS CONTRACT AND (2) YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT ACCEPT THE EULA TERMS, DO NOT USE THE SOFTWARE PRODUCT.**

1. **GRANT OF LICENSE.** The Software Product includes computer software that is owned by CyberSecure (and may include associated media, and "online" or electronic documentation) (collectively the "Software Product") and may include other software provided by third parties and used with the Software Product ("Third Party Software"). CyberSecure grants you the following non-exclusive rights provided you agree to and comply with all terms and conditions of this EULA:
  - a. **Use.** You may use the Software Product on your computer (or computers if the Software Product is sold to you for use on multiple computers). You may not use the Software Product on additional computers and do not have the right to distribute the Software Product. You agree to only use the Software Product as expressly permitted herein.
  - b. **Reservation of Rights.** The Software Product is licensed, not sold, to you by CyberSecure. CyberSecure and its suppliers own all right, title and interest in and to the Software Product and reserve all rights not expressly granted to you in this EULA. You agree to refrain from any action that would diminish such rights or would call them into question.
  - c. **Third Party Software.** Notwithstanding the terms and conditions of this EULA, all or any portion of the Software Product which constitutes Third Party Software, is licensed to you subject to the terms and conditions of the software license agreement accompanying such Third Party Software whether in the form of a discrete agreement, shrink wrap license or electronic license terms accepted at time of download. Use of the Third Party Software by you shall be governed entirely by the terms and conditions of such license. CyberSecure will have no obligation whatsoever under this EULA to support or maintain any such Third-Party Software, *nor will CyberSecure have any liability under this EULA, regardless of the nature of the claim or the nature of the claimed or alleged damages, including, without limitation, direct, indirect, incidental, consequential or punitive damages, for any claim arising from or related to your use or distribution of the Third-Party Software, and CyberSecure disclaims any and all representations and warranties, express, implied or statutory, with respect to any and all such Third-Party Software, including without limitation, any warranties of merchantability, fitness for a particular purpose, system integration, data accuracy, title, non-infringement, quiet enjoyment, and/or non-interference.* You acknowledge and agree that the foregoing disclaimers, limitations and exclusions of liability form an essential basis of the bargain between the parties, and that, absent such disclaimers, limitations and exclusions, the terms of this EULA, including, without limitation, any economic terms, would be substantially different.
  - d. **Support.** Technical support may be offered by CyberSecure as a paid support service on an annual basis.
2. **UPGRADES.** To use a Software Product identified by CyberSecure as an upgrade, you must first be licensed for the original Software Product identified by CyberSecure as eligible for the upgrade. After upgrading, you may no longer use the original Software Product that formed the basis for your upgrade eligibility and the upgraded software shall be deemed the "Software Product".
3. **ADDITIONAL SOFTWARE.** This EULA applies to updates or supplements to the original Software Product provided by CyberSecure unless CyberSecure provides other terms along with the update or supplement. In case of a conflict between such terms, the supplemental terms will prevail.
4. **TRANSFER.**
  - a. **Third Party.** The Software Product may only be transferred to another end user as part of a transfer of the computer(s) on which it is installed. Any transfer must include all component parts, media, printed materials and this EULA. Prior to the transfer, the end user receiving the transferred product must agree to all the EULA terms. Upon transfer of your computer(s), your license is automatically terminated and you are no longer permitted to use the Software Product.
  - b. **Restrictions.** You may not rent, lease or lend the Software Product or use the Software Product for commercial timesharing or bureau use. You may not sublicense, assign or transfer the license or Software Product except as expressly provided in this EULA.
5. **PROPRIETARY RIGHTS.** All intellectual property rights in the Software Product and user documentation are owned by CyberSecure or its suppliers and are protected by law, including but not limited to copyright, trade secret, and trademark law, as well as other applicable laws and international treaty provisions. The structure, organization and code of the Software Product are the valuable trade secrets and confidential information of CyberSecure and its suppliers. You shall not remove any product identification, copyright notices or proprietary restrictions from the Software Product.
6. **NO REVERSE ENGINEERING.** Except to the extent that such restriction is not permitted under applicable law, you are not permitted (and you agree not to) reverse engineer, decompile, disassemble or create derivative works of or modify the Software Product. Nothing contained herein shall be construed, expressly or implicitly, as transferring any right, license or title to you other than those explicitly granted under this EULA. CyberSecure reserves all rights in its intellectual property rights not expressly agreed to herein. Unauthorized copying of the Software Product or failure to comply with the restrictions in this EULA (or other breach of the license herein) will result in automatic termination of this EULA and you agree that it will constitute immediate, irreparable harm to CyberSecure for which monetary damages would be an inadequate remedy, and that injunctive relief will be an appropriate remedy for such breach.
7. **TERM.** The initial term of the SOFTWARE LICENSE will start on the SOFTWARE LICENSE Effective Date and continue for a period of one (1) year (the "Initial SOFTWARE LICENSE Term"). You may renew the SOFTWARE LICENSE for additional one (1) year periods (the Initial SOFTWARE LICENSE Term and each such renewal term, each herein referred to herein as a "SOFTWARE LICENSE Term"). To renew the SOFTWARE LICENSE for an additional one (1) year period, CYBERSECURE will provide you with a quote for Software Services, any Additional SOFTWARE LICENSE Fees that are applicable that you request for the renewal SOFTWARE LICENSE Term (the "SOFTWARE LICENSE Renewal Fee"). The SOFTWARE LICENSE will be renewed for an additional one (1) year period each time you issue to CYBERSECURE a purchase order for the SOFTWARE LICENSE Renewal Fees prior to the end of the then current SOFTWARE LICENSE Term. **IF, PRIOR TO THE END OF THE THEN CURRENT SOFTWARE LICENSE TERM, YOU DO NOT ISSUE A PURCHASE ORDER FOR THE SOFTWARE SERVICES AND ANY ADDITIONAL SOFTWARE LICENSE FEES THAT ARE DUE (I) THE SOFTWARE LICENSE WILL AUTOMATICALLY TERMINATE AT THE END OF THE CURRENT SOFTWARE LICENSE TERM; (II) ALL SOFTWARE SERVICES FOR THE SOFTWARE LICENSE WILL AUTOMATICALLY AND IMMEDIATELY TERMINATE AT THE END OF THE THEN CURRENT SOFTWARE LICENSE TERM; AND (III) YOU MAY NOT, IN ANY EVENT, EXCEED THE NUMBER OF SOFTWARE LICENSES FOR WHICH YOU HAVE PAID THE REQUIRED FEES TO CYBERSECURE. THE SOFTWARE AND THE APPROVED LICENSE MANAGERS MAY CONTAIN CODE THAT WILL, FOLLOWING TERMINATION OF THE SOFTWARE LICENSE, DEACTIVATE YOUR ABILITY TO USE THE SOFTWARE UNDER THE SOFTWARE LICENSE WITH OR WITHOUT WARNING UPON THE TERMINATION OF THE SOFTWARE LICENSE. ANY REACTIVATION OF THE SOFTWARE LICENSE FOLLOWING ITS TERMINATION SHALL BE AT THE SOLE DISCRETION OF CYBERSECURE AND MAY BE SUBJECT TO THE PAYMENT OF APPLICABLE REACTIVATION FEES AS DETERMINED BY CYBERSECURE.**
8. **CONSENT TO USE OF DATA.** You agree that CyberSecure and its affiliates or suppliers may collect and use statistics on your use of the Software Product in performing backup operations and technical information you provide in relation to support services related to the Software Product. CyberSecure and its suppliers agree not to use this information in a form that personally identifies you except to the extent necessary to provide such services.
9. **DISCLAIMER OF WARRANTIES.**
  - a. Use of the Software Product may adversely affect the operation of other software and devices. Computer software is inherently subject to bugs and potential incompatibility with other computer software and hardware. You should not use the Software Product for any applications in which failure could cause any significant damage or injury to persons or tangible or intangible property.
  - b. EXCEPT AS MAY BE SET OUT IN A SPECIFIC WARRANTY ACCOMPANYING THE SOFTWARE PRODUCT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CYBERSECURE AND ITS SUPPLIERS PROVIDE THE SOFTWARE PRODUCT "AS IS" AND WITH ALL FAULTS AND WITHOUT ANY OTHER WARRANTY OF ANY KIND, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, QUIET ENJOYMENT, INTEGRATION, NON-INTERFERENCE AND NON-INFRINGEMENT. FURTHER, CYBERSECURE DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE SOFTWARE PRODUCT WILL BE FREE FROM BUGS OR VIRUSES OR THAT ITS USE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE OR THAT SUCH ERRORS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CYBERSECURE OR A CYBERSECURE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. YOU AGREE THAT THE USE OF THE SOFTWARE PRODUCT IS AT YOUR SOLE RISK. Some jurisdictions do not allow for the exclusion or limitation of implied warranties, so the above disclaimer may not apply in its entirety. To the extent applicable law requires CyberSecure to provide warranties, you agree that the scope and duration of such warranty shall be to the minimum extent permitted under such applicable law. This disclaimer of warranty constitutes an essential part of this EULA.
  - c. IN NO EVENT DOES CYBERSECURE PROVIDE ANY WARRANTY OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY HARDWARE OR SOFTWARE WITH WHICH THE SOFTWARE PRODUCT IS DESIGNED TO BE USED, AND CYBERSECURE DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY FAILURES THEREOF.
10. **LIMITATION OF LIABILITY.** Notwithstanding any damages that you might incur, the entire liability of CyberSecure and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Software Product. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CYBERSECURE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THIRD PARTY SOFTWARE AND/OR THIRD PARTY HARDWARE USED WITH THE SOFTWARE PRODUCT, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS EULA), EVEN IF CYBERSECURE OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
11. **INDEMNITY.** You agree to indemnify and hold CyberSecure and its officers, directors, employees and licensors harmless from any claim or demand (including but not limited to reasonable legal fees) made by a third party due to or arising out of or related to your violation of the terms and conditions of this EULA, your violation of any laws, regulations or third party rights or your negligent act, omission or willful misconduct.
12. **U.S. GOVERNMENT CUSTOMERS.** The Software Product is a "Commercial Item" as that term is defined in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable, Commercial Computer Software and Commercial Computer Software Documentation are licensed to the U.S. Government users (i) only as Commercial Items and (2) only with those rights granted to other users under this EULA. Unpublished rights are reserved under the copyrights of the United States.
13. **COMPLIANCE WITH LAWS.** You shall comply with all laws and regulations of the United States and other countries ("Export Laws") to ensure that the Software Product is not (1) exported, directly or indirectly, in violation of Export Laws, or (2) used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. You further agree that you will not use the Software Product for any purpose prohibited under applicable law.
14. **APPLICABLE LAW.** This EULA is governed by the laws of the State of Maryland exclusive of conflict of law provisions and you attorn to the jurisdiction of the courts of the state of Maryland with respect to any proceedings arising from this EULA. The parties hereby agree that the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on Contracts for the International Sale of Goods do not apply to this EULA.
15. **ENTIRE AGREEMENT.** This EULA is the entire agreement between you and CyberSecure relating to the Software Product and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software Product or any other subject matter covered by this EULA. To the extent the terms of any CyberSecure policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. In the event of a conflict between the English and any non-English versions of this EULA, the English version shall govern. If any provision of this EULA is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provision of the EULA will remain in force and effect. Sections 5, 6, 9, 10, 11, 14 and 15 shall survive termination of this EULA.