#### END USER LICENSE AGREEMENT FOR DeCYFIR

This End User License Agreement is a contract between CYFIRMA ("[CYFIRMA]") and Client ("SUBSCRIBER") regarding the use of CYFIRMA's DeCYFIR further described at (the "Licensed Software").

# License.

**License Grant.** CYFIRMA hereby grants to SUBSCRIBER a non-exclusive, limited, revocable, non-sublicensable license to use the Licensed Software.

**No Other Rights.** CYFIRMA reserves for itself all other rights and interest not explicitly granted under this agreement.

**Trial, Evaluation, and Beta.** If this Agreement is for a trial, evaluation, or beta license, the licenses granted herein will terminate upon the expiration or cancellation of the trial, beta, or evaluation period or when the Services are no longer available. SUBSCRIBER may use the Services only for the duration of the trial or evaluation period. All such licenses are limited to one per Client per promotion or beta test.

**Permitted Uses.** SUBSCRIBER may install and use the Licensed Software solely for SUBSCRIBER's personal, non-commercial, internal business use.

**Restricted Uses.** SUBSCRIBER may not distribute, license, loan, or sell the Licensed Software or other content contained or displayed in it, modify, alter, or create any derivative works of the Licensed Software, reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from the Licensed Software, or remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Licensed Software.

**Support and Maintenance.** CYFIRMA will not have any obligation to provide SUBSCRIBER with any support, maintenance, or other services.

### **Updates**

**Right to Updates.** Subject to paragraph [RIGHT TO CHARGE FOR UPDATES], SUBSCRIBER may choose to use any updates or upgrades (collectively, "Updates") CYFIRMA provides to the Licensed Software, but only if they have a license to use the previous version of the Licensed Software.

**License to Updates.** Unless CYFIRMA provides other terms in writing, SUBSCRIBER's installation and use of any update will be subject to this agreement.

**Right to Charge for Updates.** If SUBSCRIBER chooses to use an Update, CYFIRMA may charge SUBSCRIBER for the use and installation of that Update.

**Use of Previous Versions.** SUBSCRIBER may continue to use the previous versions of the Licensed Software subject to the terms of this agreement, provided that the Update and the previous version are installed on the same computers.

**No Transfer of Previous Versions.** SUBSCRIBER may not transfer the previous version to a third party.

**No Support Obligations for Previous Versions.** CYFIRMA will have no obligations to support previous versions of the Licensed Software.

**Activation.** The Software may require you to take certain steps to activate your Software or validate your subscription. Failure to activate or register the Software, validate the subscription, or a determination by us of fraudulent or unauthorized use of the Software may result in reduced functionality, inoperability of the Software, or a termination or suspension of the subscription.

# No Warranty

"As-Is". The [Licensed] Software is provided "as is," with all faults, defects, bugs, and errors.

No Warranty. Unless otherwise listed in this agreement,

CYFIRMA does not make any warranty regarding the [Licensed] Software, which includes that

CYFIRMA disclaims to the [fullest] extent authorized by Law any and all [other] warranties, whether express or implied, including any implied warranties of [title, non-infringement, quiet enjoyment, integration,] merchantability or fitness for a particular purpose.

**Licensed Software Ownership.** Licensor will retain all ownership of the Software and all intellectual property rights in it.

**Title.** You acknowledge that no title to the intellectual property in the Product is transferred to you. Title, ownership, rights, and intellectual property rights in and to the Product shall remain that of CYFIRMA and/or the companies providing content.

### Non-Infringement

**No Infringement.** The [Licensed Goods / Licensed Software / Licensed Method] does not infringe the Intellectual Property rights or other rights of any third party.

**No Third-Party infringement.** Except as disclosed in CYFIRMA's Disclosure Annexure] To CYFIRMA's Knowledge, no third party is infringing the [Licensed Goods / Licensed Software / Licensed Method].

**Not in Public Domain.** The [Licensed Goods / Licensed Software / Licensed Method] is not in the public domain.

## Third Party Software

**Acknowledgement of Third-Party Software.** SUBSCRIBER hereby acknowledges that the Licensed Software might contain third party software that require additional notices or are subject to additional terms and conditions.

**Third Party Software Terms.** If CYFIRMA does include third party software in the Licensed Software, CYFIRMA shall post any additional the notices and terms and conditions on CYFIRMA's website at [URL], and those terms and conditions are hereby incorporated into this agreement.

**Conflicting Terms.** If there are any conflicts between this agreement and the additional terms or conditions governing third party software, those additional terms and conditions will control in connection with third party software.

### SUBSCRIBER Data

**Collect and Use of Data.** CYFIRMA may collect and use technical information gathered as part of its maintenance, support, and training services, only for the purpose of improving its products and services.

**Non-Disclosure.** CYFIRMA will not disclose this any of this information in a form that personally identifies SUBSCRIBER or SUBSCRIBER's clients.

### Confidentiality

**Confidentiality Obligation.** The receiving party shall hold in confidence all Confidential Information in perpetuity, disclosed by the disclosing party to the receiving party.

**Use Solely for Purpose.** A receiving party may only use the Confidential Information according to the terms of this agreement [ and solely for the Purpose].

**Non-Disclosure.** A receiving party may only use the Confidential Information according to the terms of this agreement [ and solely for the Purpose].

**No Copies or Recording.** The receiving party may not copy, record, or otherwise reproduce the Confidential Information without the disclosing party's written consent.

**Monitoring.** CYFIRMA has no obligation, but reserves the right, to monitor and review your account information and history and the content and materials uploaded by you or others in the Software for the purpose of determining compliance with this Agreement or to detect illegal activity.