

End-User License Agreement for Plexer Product

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v. **Passwords and Access.** Licensee is responsible for all activities that occur under Licensee’s User accounts. Licensee is responsible for maintaining the security and confidentiality of all User usernames and passwords. Licensee agrees to notify Licensor immediately of any unauthorized use of any Plixer Product username or password or account or any other known or suspected breach of security.

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2.4 Adjustments to License

- i. **License Key.** Licensee will be issued a new license key for use for the duration of the License Period upon payment in full to Licensor of the associated Fees.
 - ii. **Number of Devices.** Licensee agrees to and acknowledges that, during the then-current calendar year of the License Period, it may increase the number of devices that it licenses under this Agreement. Licensee shall be responsible for any increase in Fees attributable to the increase in the number of devices licensed with such Fees being prorated based upon the pricing of the then-current calendar year of the License Period.
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[THE FOLLOWING SECTION 3 IS APPLICABLE TO A PLEXIER CLOUD-BASED LICENSE]

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- **Fees and Use of Account.** Licensee agrees to pay fees as set forth in the applicable Order or as Licensor and Licensee otherwise agree in writing (the "Fees"). Subject to the Fee structure and calculations, as stated in such Order, and except as otherwise agreed to by the parties in such Order, a User account may not be shared or used by more than one User.
 - **Payment of Fees.** Licensor will invoice Licensee for Fees due and owing upon receipt of a purchase order from Licensee, payment for which will be due either (i) net thirty (30) days from invoice date; or (ii) if Licensee is electing to pay via credit card, Licensee's credit card will be charged simultaneously with the creation of Licensee's invoice. Licensee's account will be considered delinquent (in arrears) if payment of Fees in full is not received by the due date

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9. **Privacy.** Licensor agrees to implement its current privacy policy which is available on Licensor's website and via the following link: <https://www.plixer.com/privacy/>. Licensor reserves the right to modify its privacy and security policies from time to time in its business judgment and as it deems required for compliance with applicable laws and regulations.

10. **Warranty Regarding the Plexer Product.** Licensor warrants that the Plexer Product will perform in all material respects to the functionality as described in the applicable hard copy, as provided to Licensee, or the online user documentation available via Licensor's website.

11. **Service Level.** Licensor agrees that, during the License Period, the Plexer Product will meet certain applicable service level(s), the details of which can be found at <https://www.plixer.com/support/sla/> (the "SLA"). If Licensor does not achieve such service level, Licensor will provide Licensee upon request with a credit, as described in the SLA, as Licensee's sole and exclusive remedy. To claim a remedy under this Section, Licensee is required to notify Licensor in writing within 15 days of the occurrence of the failure to provide the applicable service level.

12. **Note to U. S. Government User regarding Restricted Rights.** The Plexer Product and documentation are provided with restricted rights. The Plexer Product, as used herein, is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "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, the Plexer Product is provided to U.S. Government End Users only as (a) a commercial end item(s) and (b) with only those rights as are granted to all other customers pursuant to

the terms and conditions contained in this EULA. Use, duplication, or disclosure by the U. S. Government is subject to restrictions as set forth in the aforementioned regulations. Manufacturer is: Plexier LLC, 68 Main Street, Suite 4, Kennebunk, ME 04043; Telephone: (207) 324-8805.

13. **Indemnification.** The Plexier Product is intended for use as specified in this EULA and in accordance with the documentation accompanying the Plexier Product. It is Licensee's responsibility to ascertain whether any additional copyright, patent or other licenses are necessary and to obtain any such licenses. Licensee agrees to hold harmless, indemnify, and defend Licensor, its officers, directors, affiliates and employees, from and against any losses, damages, fines, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any claims that Licensee has encoded, compressed, copied, or transmitted any materials (other than the materials provided by Licensor) in connection with the Plexier Product in violation of another party's rights or in violation of any law. If Licensee is importing the Plexier Product from the United States, Licensee shall indemnify and hold Licensor harmless from and against any import and export duties or other claims arising from such importation.

14. **Limited Warranty.** Provisions: Licensor warrants the Plexier Product for a period of one (1) year from Licensee's date of purchase based upon its originally installed version, that (a) the Plexier Product will perform substantially in accordance with Licensor's written and/or cloud-based materials accompanying it, and (b) Licensor support engineers will make commercially reasonable efforts to solve any problem issues with the Plexier Product. Any Support Services provided by Licensor shall be substantially as described in applicable written materials provided with the Plexier Product. To the extent that implied warranties on the Plexier Product are disclaimable, they are disclaimed herein below. Some states and jurisdictions do not allow disclaimers of or limitations on the duration of an implied warranty, so the above limitation may not apply to Licensee. Licensee Remedies: During the limited warranty period, Licensor and its suppliers' entire liability and Licensee's exclusive remedy shall be, at Licensor's sole option, either (a) return of the price paid by Licensee for the Plexier Product, if any, or (b) repair or replacement of the component(s) of the Plexier Product that do(es) not meet Licensor's Limited Warranty. This Limited Warranty is void if failure of the Plexier Product has resulted from accident, abuse, or misapplication. Any replacement Plexier Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside of the United States, neither of these remedies nor any product Support Services offered by Licensor are available without first contacting Licensor or Licensor's distributor serving Licensee's country.

15. **Support Services.** Licensor may provide Licensee with support services related to the Plexier Product ("Support Services"). Any supplemental software code provided to or accessed by Licensee as part of the Support Services shall be considered part of the Plexier Product and subject to the terms and conditions of this EULA. With respect to technical information Licensee provides to Licensor as part of the Support Services, Licensor reserves the right to use such information for its business purposes,

including for product updates and development. Licensor will use its best efforts to not use such technical information in a form that personally identifies Licensee.

16. Privacy and Collection of Personal or System Information

16.1. System Information. The Plixer Product, Support Services and/or Subscription may employ applications and tools to collect personally identifiable, sensitive or other information about Licensee and Users (e.g., including, without limitation, Licensee and Users' name, address, e-mail address and payment details), their computers, files stored on their computers, or their computers' interactions with other computers (e.g., including, without limitation, information regarding network, licenses used, hardware type, model, hard disk size, CPU type, disk type, RAM size, operating system types, versions, locale, total scanners deployed, database size, system telemetry, device ID, IP address, location, content, Licensor products installed, Licensor components, processes and services information, frequency and details of update of Licensor components, information about third party products installed, extracts of logs created by Licensor, products and specific features, etc.) (collectively, "Data"). The collection of this Data may be necessary to provide Licensee and Users with the relevant Plixer Product, Support Services or Subscription functionalities as ordered (e.g., including, without limitation, detecting and reporting threats and vulnerabilities on Licensee and Users' computer network), to enable Licensor to improve its Plixer Product, Support or Subscription (e.g., including, without limitation, content synchronization, device tracking, troubleshooting, etc.), and to further or improve overall security for you and Users. Licensee may be required to uninstall the Plixer Product or disable Support Services or its service subscription to stop further Data collection that supports these functions.

16.2. Privacy Policy. By entering into this EULA, or using the Plixer Product, Support Services or Subscription, Licensee and Users agree to Licensor's Privacy Policy on Licensor's web site (<https://www.plixer.com/privacy/>) and to the collection, processing, copying, backup, storage, transfer and use of this Data by Licensor and its service providers, in, from and to the United States, Europe, or other countries or jurisdictions potentially outside of Licensee or user's own as part of the Plixer Product, Support Services Subscription. Licensor will only collect, process, copy, backup, store, transfer and use personally identifiable information in accordance with Licensor's privacy policy, as disclosed herein.

17. Automatic Software Updates. Licensor from time to time may develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Plixer Product and related services ("Updates"). These may be automatically installed or made without providing any additional notice or receiving any additional consent. By agreeing to the terms of this EULA, Licensee consents to this automatic update. If Licensee does not want such Updates, Licensee's remedy is to stop using the Plixer Product. If Licensee does not cease using the Plixer Product, Licensee will receive Updates automatically. Licensee acknowledges that it may be required to install Updates to use the Plixer Product under an on-premises arrangement

and Licensee agrees to promptly install any Updates Licensor provides. Licensee's continued use of the Plexier Product constitutes its agreement to this EULA.

18. **No Other Warranties.** THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE PLEXIER PRODUCT AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY HAVE OTHERS, DEPENDING ON LICENSEE'S STATE OR JURISDICTION.

19. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, DAMAGES FOR LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER PECUNIARY LOSS) INCURRED BY LICENSEE OR ANY OTHER THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE PLEXIER PRODUCT, ANY PRE-RELEASE SOFTWARE, ANY HARDWARE, THE DOCUMENTATION, OR ANY OTHER ACCOMPANYING MATERIALS, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF LICENSOR OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED IN ANY SINGLE EVENT OR IN THE AGGREGATE TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE PLEXIER PRODUCT FOR THE TWELVE (12) MONTHS PRIOR TO THE APPLICABLE CAUSE OF ACTION OR EVENT OR TEN UNITED STATES DOLLARS (U.S. \$10.00); PROVIDED, HOWEVER, IF LICENSEE HAS ENTERED INTO AN LICENSOR SUPPORT SERVICES AGREEMENT, LICENSOR'S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT. LICENSEE ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH THE UNDERSTANDING THAT LICENSOR'S LIABILITY IS LIMITED, THE PRICES PAYABLE HAVE AND WILL BE CALCULATED ACCORDINGLY, AND THAT LICENSEE MAY REDUCE ITS RISK FURTHER BY MAKING APPROPRIATE PROVISION FOR INSURANCE. LICENSEE AGREES TO MITIGATE ANY LOSSES OR DAMAGES. BECAUSE SOME STATES AND

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

20. **Termination.**

20.1 Generally. A party may terminate this EULA for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Without prejudice to any of Licensor's other rights, Licensor may terminate this EULA and any applicable Order(s) if Licensee fails to comply with any term(s) or condition(s) of this EULA and/or any Order(s).

20.2 Refund or Payment upon Termination. If this Agreement is terminated by Licensee in accordance with Section 20.1, Licensor will refund Licensee any prepaid Fees, specifically excluding any payment by Licensee for Hardware, covering the remainder of the term of an Order(s) after the effective date of termination. If this Agreement is terminated by Licensor in accordance with Section 20.1, Licensee will remain obligated to pay any unpaid fees covering the remainder of the term of any Order(s). In no event will termination relieve Licensee of its obligation to pay any fees payable to Licensor for the period prior to the effective date of termination.

20.3 Obligations upon Termination. Upon the expiration or termination of this EULA for any reason, this Agreement and any license for Plexer Product will immediately terminate. If any Hardware is in Licensee's possession, to include, but not be limited to Licensor's Server, it may be retained by Licensee. Upon termination, Licensee will make no further use of the Plexer Product and, within 10 days, Licensee will, at Licensor's option, either destroy or permanently erase all copies of Licensor's Confidential Information. Upon any termination of this Agreement, Licensee will still be obligated to pay all Fees not in dispute and any expenses that have accrued pursuant to this EULA prior to the effective date of termination. Sections 1, 2, 3, 5, 6, 10, 13 and 17-21 will survive the expiration or termination of this Agreement.

21. Laws and Regulations. Licensee must comply with all applicable laws (including, but not limited to, export laws), rules and regulations before using Plexer Product. In addition, Licensee represents and warrants that neither Licensee, nor any of its subsidiaries or affiliates, nor, to the knowledge of Licensee, any director, officer, agent, consultant, partner, third party service provider or employee of Licensee or any of its subsidiaries is a person who is directly or indirectly owned or controlled by any person or entity that is currently included on the List of Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by the U.S. Treasury Department's OFAC, or is directly or indirectly owned or controlled by any person or entity who is located, organized, or resident in a country or territory that is, or whose government currently is, the target of countrywide sanctions imposed by any

U.S. government Sanctions Authority, which are currently Cuba, Iran, North Korea, Sudan, and Syria, or any country in which the United States embargoes goods.

22. **Miscellaneous.**

22.1 **Support.** During installation of any Plexer Product, information related to the installation may be sent via e-mail to Licensor. This information will not be revealed or sold to any 3rd party, and is only used to benefit the end-user for technical support.

22.2 **Marketing.** Licensor reserves the right to use the Licensee's corporate logo on the plixer.com web site.

- **Changes to Rules and Regulations.** Licensor reserves the right to revise the terms and conditions of this EULA at any time to ensure compliance with any applicable rules, regulations or laws and Licensee is deemed to be apprised of and bound by any such changes to the terms and conditions resulting from changes to rules, regulations or laws.

22.4 **Overall Compliance.** Licensee and Licensee's purchase of a Subscription, license of the Plexer Product and/or use of the Plexer Product will comply with this Agreement and all legal requirements applicable hereto.

22.5 **Third Party Engagement.** If Licensee wishes to engage any third-party, or request that Licensor engage any third-party on Licensee's behalf, to perform any services in connection with Licensee's Subscription, Licensee shall be required to obtain written permission from Licensor and shall be held primarily liable for any and all acts and/or omissions of any such third-party.

22.6 **Unauthorized Access or Use.** Licensee shall use commercially reasonable efforts to prevent unauthorized access to or use of the Plexer Product, and notify Licensor promptly of any such unauthorized access or use.

22.7 **Authority.** Licensee represents and warrants that it has the legal power and authority to enter into this Agreement. Licensee represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Plexer Product.

22.8 **Disposition of License.** Licensee shall not sell, resell, rent, or lease Licensee's license (whether it be through a Subscription, or otherwise) unless as otherwise set forth in this EULA or an Order.

22.9 **Violations of Rules and Regulations.** Licensor reserves the right to seek all remedies available at law and in equity for violations of the terms and conditions of this EULA.

22.10 Force Majeure. Licensor will not be held liable or responsible to Licensee, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in fulfilling or performing any of its obligations under this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of Licensor (a "Force Majeure Event") including, but not limited to, any act of God, fire, natural disaster, pandemic, accident, terrorism, war, acts of war (whether war be declared or not), insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances or any acts, omissions or delays in activity by any governmental authority. If Licensor is prevented or delayed in performing because of a Force Majeure Event it will promptly notify Licensee of the circumstances giving rise to the Force Majeure Event and, if possible, provide a projected duration of the Force Majeure Event. If a Force Majeure Event continues for longer than three consecutive months, either party will thereafter have the option of terminating this Agreement immediately upon written notice to the other party without any resulting liability for early termination.

22.11 Entire Agreement. This EULA, together with any applicable Order, constitutes and incorporates the parties' entire agreement with respect to the subject matter hereof, and supersedes any and all prior oral and written agreements, understandings and quotations. In the event of a conflict between the terms and conditions of this EULA and an Order, the terms and conditions of this Agreement shall govern. No waiver, alteration, modification, or cancellation of any of the provisions of this EULA shall be binding unless made in writing and signed by both of the parties hereto.

22.12 Choice of Law; Jurisdiction; Venue. This EULA is governed by the laws of the State of Delaware without regard to its principles governing conflicts of law. Any claims or legal actions by one party against the other shall be commenced and maintained in an appropriate state or federal court located in York County, Maine, and both parties hereby submit to the jurisdiction and venue of any such court.

22.13 Confidentiality. Each party hereto acknowledges that by reason of its relationship with the other party hereunder, it may have access to confidential information and materials concerning the other party's business, technology, and/or products that is confidential to the other party ("Confidential Information"). Each party's Confidential Information is of substantial value to the party, which value could be impaired if such information was disclosed to third parties or used in violation of this EULA. Written or other tangible Confidential Information must at the time of disclosure be identified and labeled as Confidential Information belonging to the disclosing party. When disclosed orally or visually, Confidential Information must be identified as confidential at the time of the disclosure, with subsequent confirmation in writing within fifteen (15) days after disclosure. Each party agrees that it will not use in any way for its own account or the account of any third party, such Confidential Information, except as authorized under this EULA, and will protect Confidential Information at least to the same extent as it protects its own Confidential Information and to the same extent that a reasonable person would protect such Confidential Information. Neither party may use the other party's Confidential Information except to perform its duties or exercise its

rights under this EULA. The Confidential Information restrictions will not apply to Confidential Information that is (i) already known to the receiving party at the time of access hereunder, (ii) becomes publicly available through no wrongful act of the receiving party, (iii) independently developed by the receiving party without benefit of the disclosing party's Confidential Information, (iv) has been rightfully received from a third party not under obligation of confidentiality or (v) is required to be disclosed by law, provided the party compelled to disclose the Confidential Information provides the party owning the Confidential Information with prior written notice of disclosure adequate for the owning party to take reasonable action to prevent such disclosure, where reasonably possible. Unless otherwise agreed to by both parties, upon termination of this EULA or an applicable addendum, each party will return the other party's Confidential Information.

22.14 Suggestions and Feedback. All suggestions or feedback provided by Licensee to Licensor with respect to the Plixer Product shall be Licensor's property. Licensor may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to Licensee. Licensee also agree that Licensor does not waive any rights to use similar or related ideas previously known to Licensor, developed by its employees, or obtained from other sources.

22.15 Audit. During the License Period for the Plixer Product and for a period of three (3) years after its expiration or termination, Licensee will take reasonable steps to maintain complete and accurate records of Licensee's use of the Plixer Product sufficient to verify compliance with this EULA. No more than once per twelve (12) month period, Licensor will allow Licensor and its auditors the right to examine such records and any applicable books, systems, and accounts, upon reasonable advanced notice, during Licensee's normal business hours. If the audit discloses underpayment of license fees, Licensee will pay such license fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.

22.16 No Assignment or Transfers by Licensee. Licensee shall not sub-license, assign or otherwise transfer the rights granted herein without the prior express written consent of Licensor. If Licensor grants any such consent, Licensee shall be solely responsible for the conduct of all assignees of Licensee, and the granting of such consent shall in no way modify or affect the duties of Licensee to Licensor under this Agreement. Licensor may assign this Agreement to an affiliate or to a third party in the event of a sale or a merger by Licensor. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefits of the parties, and their respective successors and assigns.

22.17 Severance. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all the other provisions shall remain in full force and effect.

22.18 **Headings.** The headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

22.19 **Waiver.** The waiver by Licensor of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for breach of Licensor's proprietary rights in the Plexar Product, no action, regardless of form, arising out of this Agreement may be brought by Licensee more than two (2) years after the cause of action has accrued.