

End User License Agreement

This End User License Agreement is a contract between CYFIRMA ("CYFIRMA") and you ("SUBSCRIBER") regarding the use of CYFIRMA's DeTCT further described at _____ (the "Licensed Software").

By clicking, "I accept" or by installing, copying, or using the Licensed Software, SUBSCRIBER agrees to be bound by the terms of this agreement.

License

License Grant. CYFIRMA hereby grants to SUBSCRIBER a non-exclusive, 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 customer 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.

License Fees: SUBSCRIBER SHALL PAY LICENSE FEE IN ACCORDANCE WITH THE LICENSE ORDER FORM.

Taxes. Payment amounts under this agreement do not include Taxes, and SUBSCRIBER shall pay all Taxes applicable to payments between the parties under this agreement.

Interest on Late Payments. Any amount not paid when due will bear interest from the due date until paid at a rate equal to [1] % per month (12% annually) or the maximum allowed by Law, whichever is less.

Term. This agreement begins on the Effective Date or the date of acceptance of the terms of this Agreement and will continue until terminated (the "Term").

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 Schedule] 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 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.

Termination

Termination by CYFIRMA. CYFIRMA may terminate this agreement with immediate effect if SUBSCRIBER breaches any part of this agreement.

Termination by SUBSCRIBER. SUBSCRIBER may terminate this agreement if you uninstall, discontinue use of, and destroy your copies of the Licensed Software, effective when SUBSCRIBER delivers notice that it has done so.

Effect of Termination

Termination of Obligations. Subject to paragraph [PAYMENT OBLIGATIONS], on the expiration or termination of this agreement, each party's rights and obligations under this agreement will cease immediately.

Payment Obligations. On the expiration or termination of this agreement, each party shall.

pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and

refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.

Indemnification

Indemnification by SUBSCRIBER. SUBSCRIBER (as an indemnifying party) shall indemnify CYFIRMA (as an indemnified party) against all losses and expenses in connection with any proceeding arising out of

SUBSCRIBER's use of the Software, and

SUBSCRIBER's unauthorized customization, modification, or other alterations to the Software, including claims that its customization, modification, or other alterations infringe a third party's Intellectual Property rights,

Mutual Indemnification. Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses in connection with any proceeding arising out of the indemnifying party's wilful misconduct or gross negligence.

Notice and Failure to Notify

Notice Requirement. Before bringing a claim for indemnification, the indemnified party shall notify the indemnifying party of the indemnifiable proceeding, and deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.

Failure to Notify. If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

Exclusive Remedy. The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section [INDEMNIFICATION].

Limitation on Liability. Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

Definitions

"Confidential Information" means all material, non-public, business-related information, written or oral, whether or not it is marked as confidential, that is disclosed or made available to the recipient, directly or indirectly, through any means of communication or observation by the disclosing party or any of its affiliates or representatives.

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world

(a) trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,

(b) copyrights, including all applications and registrations related to the foregoing,

(c) trade secrets and confidential know-how,

(d) patents and patent applications,

(e) websites and internet domain name registrations, and

(f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Law" means

(a) any law (including the common law), statute, bylaw, rule, regulation, ordinance, treaty, decree, judgment, and

(b) any official directive, protocol, code, guideline, notice, approval, policy, or other requirement of any governmental authority having the force of law.

"License Fee" is defined in section [LICENSE FEES].

"Licensed Software" is defined in the introduction to this agreement.

"Permits" means all material licenses, consents, franchises, permits, certificates, approvals, and authorizations, from governmental authorities or third parties necessary for the ownership and operation of the party's business.

"Taxes" includes all taxes, assessments, charges, duties, fees, levies, and other charges of a government authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, stamp, value-added, and all other taxes of any kind for which a party may have any liability imposed by any government authority, whether disputed or not, any related charges, interest or penalties imposed by any government authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.

General Provisions

Entire Agreement. The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement, represent the final expression of the parties' intent relating to the subject matter of this agreement, contain all the terms the parties agreed to relating to the subject matter, and replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.

Amendment. This agreement can be amended only by a writing signed by both parties.

Assignment. Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

Notices

Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax][, or (v) electronic mail] to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

Severability. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Waiver

Affirmative Waivers. Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.

Written Waivers. A waiver or extension is only effective if it is in writing and signed by the party granting it.

No General Waivers. A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

No Course of Dealing. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

Governing Law

Governing Law. This agreement, and any dispute arising out of the [SUBJECT MATTER OF THE AGREEMENT], shall be governed by the laws of the State where the agreement is signed.

Equitable Relief

Intent to Allow for Equitable Remedies. Accordingly, the parties hereby acknowledge their mutual intent that after any breach of the obligations listed in the paragraph directly above, the non-breaching party may request any applicable equitable remedies from a court, including injunctive relief, without the need for that party to post any security.

Force Majeure. A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

Survival. The parties' obligations under sections [CONFIDENTIALITY OBLIGATIONS], [NON-COMPETITION OBLIGATION], and [EFFECT OF TERMINATION] will survive the [TERMINATION, EXPIRATION, CLOSING DATE] of this agreement.