

End User Terms and Conditions of Use

These End User Terms and Conditions of Use (this “**Agreement**”) govern your use of Cyware Labs, Inc.’s (the “**Cyware**”) proprietary software applications (the “**Software**”), including user manuals, technical manuals, and any other materials provided by Cyware, in printed, electronic, or other form, that describe the Software, its specifications, or its use (the “**Documentation**”) through a website or mobile application, or other means of access whether provided by Cyware (as applicable, collectively referred to as the “**Cyware Services**”) provided to you (“**you**” or “**your**” or “**Customer**” or Customer’s “**End Users**” as defined below) for use pursuant to and subject to a master services agreement (“**MSSA**”), or similar agreement (“**MSSA**”) between Cyware and Customer, or pursuant to an agreement between an End User and Customer (“**Cyware Services Access Agreement**”) which provides for access to Cyware Services.

BY DOWNLOADING OR OTHERWISE ACCESSING THE SOFTWARE OR BY INDICATING YOUR ACCEPTANCE TO THIS AGREEMENT, YOU: (I) REPRESENT THAT YOU ARE DULY AUTHORIZED TO ACCESS AND USE THE SOFTWARE; AND (II) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. If you do not agree with the terms and conditions of the Agreement, you may not download or use the Cyware Services in any manner and should exit the Cyware Services immediately. This is a legal and binding contract between you and Cyware. The Cyware Services are made available solely for use by you, your employees (if applicable), agents (if applicable) and contractors (if applicable) (“**End Users**”) according to this Agreement.

1. **Access and Use.** Subject to the terms and conditions of this Agreement, Cyware grants Customer a limited, revocable, non-exclusive, non-sublicensable right, during the applicable term, to remotely access and use the functionality of Cyware Services as a software-as-a-service solution solely for Customer, or Customer’s internal business purposes (if applicable) by Customer and its End Users, and for any designated End Users under a Cyware Services Access Agreement. Customer shall be responsible for providing all End Users (if applicable) with a copy of this Agreement for review and consent. Customer shall be responsible and liable for all access to and use of the Cyware Services directly or indirectly by itself, or its End Users with or without Customer's knowledge or consent. Customer shall cause all End Users to comply with all obligations, representations and warranties of Customer under this Agreement. Notwithstanding anything to the contrary herein, no term or condition of this Agreement shall be interpreted to grant to Customer or any End User rights to use, reproduce or distribute Cyware Services or any work product, trade secret, technology, invention, process, work of authorship or other software under any intellectual property rights of Cyware.
2. **Limitations on Use.** Customer and its End Users (if applicable) shall not, directly or indirectly:
 - a. copy the Software or the Documentation, in whole or in part;
 - b. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or any part thereof;
 - c. combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs, unless such combination or incorporation is contained within the Cyware Services functionality;
 - d. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
 - e. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Software or Documentation;
 - f. rent, lease, lend, sublicense, assign, sell/distribute, publish, transfer, or otherwise provide any access to or use of Cyware Services or any features or functionality of the Cyware Services, for any reason, to any other person or entity, without the distribution and acknowledgement of these restrictions contained herein by the User(s), whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private

network (VPN), virtualization, time-sharing, software as a service, cloud, or other technology or service;

- g. use the Cyware Services in violation of any law, regulation, or rule;
- h. use the Cyware Services for purposes of competitive analysis of the Cyware Services, the development of a competing software product or service, or any other purpose that is to Cyware's commercial disadvantage;
- i. loan, lease, distribute or transfer the Cyware Services to any third parties, or otherwise allow any third party to use Cyware Services without Cyware's consent; or
- j. modify or disable Cyware Services or use Cyware Services in any manner that interferes with or disrupts the integrity or performance of Cyware Services or related systems, network or data.

3. Intellectual Property Rights. Cyware Services are the intellectual property of and are owned by Cyware, and the structure, organization, and code of the Software are the valuable trade secrets and confidential information of Cyware. Cyware Services are protected by all applicable copyright law, patent law and international treaty provisions. You do not acquire any right, title, or interest in Cyware Services under this Agreement, or any other rights to the Software other than to remotely access the functionality of Cyware Services as a software-as-a-service offering in accordance with this Agreement. Cyware reserves and shall retain its entire right, title, and interest in and to Cyware Services and all intellectual property rights arising out of or relating to Cyware Services. Customer hereby grants Cyware a perpetual, irrevocable, worldwide license to use any Feedback (as defined below) Customer communicates to Cyware, without compensation, without any obligation to report on such use, and without any other restriction. Cyware's rights granted in the previous sentence include, without limitation, the right to exploit Feedback in any and every way, as well as the right to grant sublicenses under copyright, patent, and any other form of intellectual property. Notwithstanding anything to the contrary in this Agreement, Feedback will not be considered Customer's Proprietary Information or its trade secret. "Feedback" refers to any suggestion or idea for modifying any of Cyware's products or services, including, without limitation the Cyware Services.

4. Customer Data. "Customer Data" means any and all information or data provided or made available by or on behalf of you, any of your Users or Affiliates or any of your or their personnel and accessed, hosted, processed or transmitted by the Platform or Software, or any server, hardware, software, network or technology infrastructure used to provide the Platform. You hereby irrevocably grant all such rights and permissions in or relating to Customer Data as are necessary or useful to Cyware, as may be needed for the delivery and maintenance of Cyware Services, including but not limited to: (a) improving the performance of the Software or developing updates; and (b) verifying compliance with the terms of this Agreement and enforcing Cyware's rights, including all intellectual property rights in and to the Software. Notwithstanding the foregoing, "Customer Data" does not include "Anonymized Data" meaning data that does not identify Customer which may be compiled in the aggregate by Cyware for purposes of improving, maintaining and/or optimizing the Cyware Services which Cyware may retain and use internally at Cyware's sole discretion, without limitation. Customer represents and warrants that (i) Customer owns or otherwise has and will have the necessary rights and consents in and relating to Customer Data to provide Customer Data to Cyware for all purposes contemplated under this Agreement; (ii) as received by Cyware and used in accordance with this Agreement, Customer Data does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party; (iii) Customer Data does not and will not contain any viruses or other harmful computer code; and (iv) Cyware's use and disclosure of Customer Data as contemplated under this Agreement will not violate any law, rule or regulation.

5. Access Credentials. You are responsible for maintaining the security of any user passwords or other access credentials required for your access to and use with the Software. You will abide by Cyware's security policies and practices in accessing the Cyware Services.

6. **Software Features and Changes.** Cyware may, from time to time, update Cyware Services and offer such updated Cyware Services to you. However, updating shall be at Cyware's sole discretion and Cyware shall have no obligation, express or implied, to update Cyware Services. Cyware shall have the right at any time, in its sole and absolute discretion, to modify or delete features and to change the operating interface in Cyware Services, or to change the hardware and computer system specifications necessary or recommended to operate Cyware Services. Cyware does not warrant the level of performance of Cyware Services or that earlier versions superseded by new versions will continue to be capable of access to or use within your specific operating environment, unless such access is agreed upon in writing between the parties by separate agreement.

7. **Term.** The Agreement will commence upon Customer's acceptance of this Agreement as set forth above and will terminate immediately upon termination of the MSSA between Cyware and Customer, or termination of any Cyware Services Access Agreement, unless and until earlier terminated as set forth in this Agreement or the Cyware Services Access Agreement. Cyware may immediately terminate this Agreement by delivery of notice to Customer if Customer breaches this Agreement. All termination rights related to the Cyware Services Access Agreement shall be communicated to Cyware in the event of termination under same. Cyware does not have any obligation to terminate End User services until and if Customer demonstrates Customer's contractual right to terminate under the terms of the Cyware Services Access Agreement.

8. **Effect of Termination; Survival.** Upon any termination or expiration of this Agreement or Cyware Services Access Agreement, the End User must cease all use of Cyware Services, destroy all copies then in your possession or control and take such other actions as Cyware may reasonably request to ensure that no copies of Cyware Services remain in your possession or control. All sections of this Agreement shall survive termination or expiration of this Agreement, except for the right to continue use of the Cyware Services.

9. **Suspension.** Cyware may, on written notice, suspend access to Cyware Services without liability if: (a) Cyware reasonably believes that Cyware Services are being accessed or used in violation of this Agreement; (b) Customer does not cooperate with reasonable investigation by Cyware of any suspected violation of this Agreement; (c) Cyware Services or Customer Data are accessed or manipulated by a third party without Customer consent; (d) Cyware is required by law, or a regulatory or government body to suspend access to Cyware Services; or (e) there is another event for which Cyware reasonably believes that the suspension of access to Cyware Services is necessary to protect the environment in which Customer's instance of Cyware Services is deployed.

10. Disclosure Rights.

- a. As used herein, "**Affiliates**", means any entity that directly or indirectly controls, is controlled by or is under common control with a party. As used herein, with all recognized rights to use as contained herein, "**Proprietary Information**" means (i) any and all nonpublic or proprietary information and data, whether of a business, technical, engineering, financial, economic or other nature and regardless of the form (whether oral, recorded, written, electronic or otherwise) that has been or is hereafter disclosed by or on behalf of a party hereto (the "**Disclosing Party**") to the other party hereto (the "**Recipient**"), including (1) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (2) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (3) information regarding the skills and compensation of the Disclosing Party's employees, contractors, and other agents; and (4) confidential or proprietary information that the Disclosing Party has received and in the future will receive from third parties subject to a duty on the

Disclosing Party's part to maintain the confidentiality of such information and to use it only for certain limited purposes; and (ii) the existence of any business discussions, negotiations, or agreements between Disclosing Party and Recipient or any third party. "**Representatives**" means a Party's directors, officers, employees, attorneys, Affiliates, accountants, financial advisors, investors, lenders, consultants or other agents or advisors who are not officers or employees of such Party. Cyware may disclose and Customer may receive Proprietary Information directly or indirectly through its respective Affiliates or other representatives and all such disclosures and all such receipts shall be deemed disclosures by Cyware, and receipts by Customer, of Cyware's Proprietary Information.

- b. The Recipient agrees that for a period of three (3) years from the MSSA expiration date, or termination of the Agreement, whichever is later, it will (i) hold in confidence and not disclose to any third party other than its Representatives any Proprietary Information; (ii) protect such Proprietary Information with at least the same degree of care that Recipient uses to protect its own Proprietary Information, but in no case, less than a reasonable degree of care; (iii) use the Proprietary Information solely for the "**Permitted Use**" means any use rights granted in this Agreement, by any other written agreement between the Parties, or any Cyware Services Access Agreement; (iv) limit access to the Disclosing Party's Proprietary Information to its Representatives having a need to know such Proprietary Information and who agree to be bound by the terms and conditions of this Agreement or otherwise are bound by confidentiality obligations substantially similar to those contained herein; and (v) promptly notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Proprietary Information. The Recipient shall be liable to the Disclosing Party for any breach by any of its Representatives of the terms and conditions contained herein.
- c. The term Proprietary Information shall not include, however, information that (a) is or becomes generally available to the public other than as a result of a disclosure by the Recipient or any of its Representatives in breach of this Agreement, (b) was available to the Recipient on a nonconfidential basis prior to its disclosure by or on behalf of the Disclosing Party or its Representatives from a person who was not bound by a confidentiality or similar agreement with the Disclosing Party or any of its Representatives, or otherwise subject to an obligation of confidentiality or secrecy to the Disclosing Party or its Representatives or (c) becomes available to the Recipient on a nonconfidential basis from a person who was not bound by a confidentiality or similar agreement with the Disclosing Party or any of its Representatives, or otherwise subject to an obligation of confidentiality or secrecy to the Disclosing Party or its Representatives. Information shall not be deemed to fit within one of the enumerated exceptions to Proprietary Information merely because such information is included in a document that also happens to include other information that does fit within such an exception.
- d. If the Recipient or any of its Representatives is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas or similar process) in connection with any proceeding (including proceedings before the Securities and Exchange Commission and any local public service commission) to disclose or otherwise becomes legally compelled to disclose any Proprietary Information, the Recipient shall provide the Disclosing Party with prompt written notice and reasonable assistance so as to enable the Disclosing Party to seek a protective order or other appropriate remedy or waive compliance with this Agreement. The Recipient shall not, and shall not permit its Representatives to, oppose any action by the Disclosing Party to obtain a protective order or other appropriate remedy. If such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with this Agreement, the Recipient (or such other person required to disclose Proprietary Information) may disclose Proprietary Information, but only such Proprietary Information as it is legally required to disclose on advice of counsel to the Recipient and only in such proceeding, and shall exercise reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such Proprietary Information so disclosed.
- e. Recipient hereby acknowledges and agrees that in the event of any breach of this Agreement by Recipient, including, without limitation, the actual or threatened disclosure or unauthorized use of a Disclosing Party's Confidential and/or Proprietary Information without the prior express written

consent of the Disclosing Party, the Disclosing Party will suffer an irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, it is agreed that the Disclosing Party shall be entitled to relief both at law and in equity, including injunctive relief and specific performance, in the event of any breach or anticipated breach of this Agreement, without proof of any actual or special damages and without the requirement that the Disclosing Party post a bond or other surety in connection with any such injunctive relief. The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

11. **Indemnity.** Customer shall indemnify, defend, and hold harmless Cyware, its Affiliates, and its and their respective officers, directors, employees, subcontractors, agents, successors and assigns (each, a "**Cyware Indemnatee**") from and against any and all liabilities, losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including without limitation reasonable attorney fees) arising out of or resulting from any, action, cause of action, suit, claim, litigation or proceeding arising out of or resulting from: (a) Customer or End User Data; (b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any End User, including Cyware's compliance with any specifications or directions provided by or on behalf of Customer or any End User to the extent prepared without any contribution by Cyware; (c) Customer's actual or alleged breach of any of its representations, warranties, covenants, or obligations under this Agreement; (d) the actual or alleged violation of any law, rule, regulation or industry standard by Customer or any of its Affiliates or End Users, or any third party on behalf of Customer, or any of its Affiliates or End Users; (e) gross negligence or willful misconduct of Customer, or any of its Affiliates or End Users, or any third party on behalf of Customer, or any of its Affiliates or End Users; (f) any Third-Party Product; or (g) any actual or alleged breach of any agreement by and between Customer and any End User. Customer will control the defense of any indemnified claim, including appeals, negotiations, and any settlement or compromise thereof; provided: (i) if Customer fails to assume the defense on time to avoid prejudicing the defense, Cyware Indemnatee may defend the indemnified claim, without loss of rights pursuant to this section, until Customer assumes the defense; and (ii) Cyware Indemnatee will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it or a Cyware Indemnatee admit wrongdoing or liability or subjects either of them to any ongoing affirmative obligation.

12. DISCLAIMERS AND LIMITS OF LIABILITY.

THE CYWARE SERVICES AND THIRD-PARTY PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CYWARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING CYWARE SERVICES OR THIRD-PARTY PRODUCTS OR THE USE THEREOF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CYWARE DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN CYWARE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE DEFECTS WILL BE CORRECTED, OR THAT THE CYWARE SERVICES, OR THE SERVERS THAT MAKE THE CYWARE SERVICES AVAILABLE ARE FREE OF VIRUSES. CYWARE DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE INFORMATION ACCESSIBLE THROUGH CYWARE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, ADEQUACY, TIMELINESS, RELIABILITY OR OTHERWISE. WE PROVIDE NO WARRANTIES FOR SERVICES NOT PROVIDED BY US. SOME STATES OR COUNTRIES DO NOT PERMIT CERTAIN LIMITATIONS OR EXCLUSIONS ON WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. CUSTOMER OR END USER ACKNOWLEDGES AND AGREES THAT IN ENTERING INTO THIS AGREEMENT IT HAS NOT RELIED AND IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES OR

OTHER STATEMENTS WHATSOEVER, WHETHER WRITTEN OR ORAL (FROM OR BY CYWARE OR ANY OF ITS AFFILIATES OR REPRESENTATIVES) OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND THAT IT WILL NOT HAVE ANY RIGHT OR REMEDY ARISING OUT OF ANY REPRESENTATION, WARRANTY OR OTHER STATEMENT NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

IN NO EVENT WILL CYWARE BE LIABLE TO YOU AS A RESULT OF YOUR USE OF THE CYWARE SERVICES OR THIRD-PARTY PRODUCT FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF CYWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. CYWARE'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID, IF ANY, BY CUSTOMER TO CYWARE FOR THE RIGHT TO ACCESS OR GRANT ACCESS TO THE CYWARE SERVICES IN THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO CUSTOMER'S FIRST CLAIM MADE UNDER THIS AGREEMENT. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU WITH REGARD TO THOSE DAMAGES, BUT SHALL APPLY TO THE AGGREGATE TOTAL OF ALL OTHER DAMAGES.

13. Third-Party Products. “Third-Party Products” means any and all software, services, goods, products and technology that are provided or made available to Customer or End Users by or on behalf of a third party. “Provider” means any entity which provides Third-Party Products. Provider may from time to time facilitate the provision of Third-Party Products to Customer or End User. Such Third-Party Products are subject to their own terms and conditions and the applicable flow through provisions. If Customer or End User does not agree to abide by the applicable terms for any such Third-Party Products, then Customer or End User should not install or use such Third-Party Products. Customer and End User shall at all times comply with all such terms for any such Third-Party Products.

14. Entire Agreement. This Agreement embodies the entire understanding between you and Cyware with respect to, and supersedes any prior understandings or agreements between you and Cyware, oral or written, relating to, Cyware Services and your use of Cyware Services. However, if the Customer has entered into a Master Services Agreement with Cyware or into a Cyware Services Access Agreement, then the terms and conditions of that Agreement, and any hierarchy of forms provided in same may govern.

15. Export/Regulatory. You acknowledge that the Cyware Services and all related technical information are subject to export controls under the laws and regulations of the United States and all other applicable governments. You agree to comply with these laws and regulations governing export, re-export, import, transfer, distribution, and use of Cyware Services and all related technical information. In particular, but without limitation, Cyware Services and all related technical information may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to any person or entity listed on a denial order published by the U.S. government or any other applicable governments. By using or accessing Cyware Services or all related technical information, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use Cyware Services or any related technical information for any purposes prohibited by the U.S. government or other applicable governments, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons. You confirm that Cyware Services and all related technical information will not be re-exported or sold to a third party who is known or suspected to be

involved in activities including, without limitation, the development, design, manufacture, or production of nuclear, missile, chemical or biological weapons.

16. Governing Law and Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of New York, without regard to conflict of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) (including, without limitation, its rules on contract formation) is specifically excluded from and will not apply to this Agreement. All disputes arising out of or related to this Agreement, whether based on contract, tort, or any other legal or equitable theory, will be subject to the exclusive jurisdiction of the courts of the State of New York or of the Federal courts sitting in New York, New York. Each party submits to the personal jurisdiction of those courts and waives all objections to that jurisdiction/venue for those disputes, and consents to extra-territorial service of process, should a dispute arise. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY AND ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

17. Dispute Resolution. Disputes between the parties that cannot be resolved informally, shall be finally resolved by arbitration in accordance with the Commercial Arbitration Rules of the AAA (“Rules”) in effect as of the Effective Date (except to the extent such Rules conflict with the provisions of this Exhibit, in which event the provisions of this Exhibit shall control), by one arbitrator who both parties agree is qualified to hear the parties’ dispute and is an attorney admitted to and is in good standing to practice law in the State of New York in accordance with Rules (the “Panel”). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C §§ 1 et seq., to the exclusion of state laws inconsistent therewith, and judgment upon the award rendered by the arbitrator may be entered and enforced by any court having jurisdiction thereof.

18. Assignment. This Agreement and your rights and obligations hereunder may not be assigned, delegated or transferred by you (whether voluntarily or involuntarily, or by merger, consolidation, operation of law or otherwise) without the prior written permission of Cyware. Any purported assignment, delegation or transfer in violation of this section is null and void. No assignment or delegation will relieve Customer of any of its obligations hereunder. Cyware may assign this Agreement or any of its rights or obligations under this Agreement to an entity affiliated with, or a successor to or assignee of, Cyware, or to any other third party.

19. Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by it or any User of any of its obligations under Section 1, Section 2, Section 3 or Section 10 would cause Cyware irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Cyware will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

20. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, Customer or End User and Cyware shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21. **Waiver.** No waiver by Cyware or Customer or End User of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
22. **Force Majeure.** In no event shall Cyware be liable to Customer or End User, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Cyware's reasonable control.
23. **Changes to Terms.** Cyware may amend this Agreement from time to time by posting an amended version at its website or by sending Customer or End User written notice thereof, which can be conveyed via a version update access consent requirement. Such amendment will be deemed accepted and become effective 30 days after such notice (the "**Proposed Amendment Date**") unless Customer or End User first gives Cyware written notice of rejection of the amendment. In case of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer's or End User's next term or renewal term following the Proposed Amendment Date. Customer's or End User's continued use of Cyware Services following the effective date of an amendment will confirm Customer's or End User's consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party.

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