

IKANOW  
1270 Darby Brooke Court  
Woodbridge, VA 22192  
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<http://www.ikanow.com>

Carahsoft Rider to Manufacturer End User License Agreements  
(for U.S. Government End Users)

1. Scope. This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
2. Applicability. The terms and conditions in the attached Manufacturer EULA (<http://www.ikanow.com/terms-conditions/>) are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ)), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (See FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
  - (a) Contracting Parties. The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
  - (b) Changes to Work and Delays. Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
  - (c) Contract Formation. Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
  - (d) Audit. During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self assessment with tools provided by and at the direction of Manufacturer ("Self Assessment") to verify Ordering Activity's compliance with this Agreement.
  - (e) Termination. Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions: Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..
  - (f) Consent to Government Law / Consent to Jurisdiction. Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the

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laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.

(i) Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.

(j) Customer Indemnities. All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) Renewals. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue. Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

(r) Limitation of Liability: Subject to the following:  
Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

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(t) Public Access to Information. Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

(IKANOW EULA- CARAHSOFT 3-22-2012 FINAL)  
EVALUATION AND TESTING AGREEMENT

You are attempting to register for the evaluation and testing program (the “**Program**”) offered by Ikanow LLC, a Delaware limited liability corporation, with a place of business located at 12740 Darby Brooke Court, Woodbridge, VA 22192 (“**Ikanow**”) for the functionality and features of the Ikanow infinite information discovery and visualization toolset (as further described herein, the “**Ikanow Software**”) and related web services (as further described herein, the “**Ikanow Service**”).

Ikanow has established the Program to permit the evaluation and testing of the functionality and features of the Ikanow Software and Ikanow Service (the “**Ikanow Platform**”) in an internal, non-production, non-commercial environment (“**Evaluation**”). This Evaluation and Testing Agreement (this “**Agreement**”) sets forth the terms and conditions under which Ikanow is willing to provide you, or, if you represent an entity or other organization, that entity or organization, (in either case, “**Licensee**”) with a limited right and license to use the Ikanow Software and access the Ikanow Service for purposes of Evaluation of the Ikanow Platform under the Program.

This Agreement applies to all use of or access to the Ikanow Platform. Ikanow is willing to grant Licensee the right to use and access the Ikanow Platform only on the condition that Licensee accepts the terms of this Agreement. By using or accessing the Ikanow Platform, Licensee agrees (on Licensee’s own behalf or on behalf of the company or other entity represented by Licensee) to enter into and be legally bound by the terms of this Agreement as of the date Licensee first accesses or uses the Ikanow Platform (such date, the “**Effective Date**”). IF LICENSEE DOES NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE REFRAIN FROM ACCESSING OR USING THE IKANOW PLATFORM.

BY CLICKING ON THE “ACCEPT” BUTTON BELOW (OR BY OTHERWISE USING THE SOFTWARE OR ACCESSING THE IKANOW PLATFORM), LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT AS IT RELATES TO THE IKANOW PLATFORM AS OF THE EFFECTIVE DATE. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, IKANOW WILL NOT GRANT LICENSEE ANY RIGHT TO ACCESS OR USE THE IKANOW PLATFORM, AND LICENSEE SHOULD CLICK ON THE “DO NOT ACCEPT” BUTTON BELOW TO DISCONTINUE THE INSTALLATION PROCESS.

This Agreement consists of this cover page and the attached Terms and Conditions, all of which are incorporated in and made a part of this Agreement. This Agreement supersedes any and all oral or written agreements or understandings between the parties, as to the subject matter of the Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. The parties are an independent contractors, and nothing in this Agreement will be construed as creating an employer-employee

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relationship, a partnership, or a joint venture between the parties. Neither party is an agent of the other and neither party is authorized to make any representation, contract, or commitment on behalf of the other party. No term of this Agreement will be construed to confer any third-party beneficiary rights on any non-party. Each and every right and remedy hereunder is cumulative with each and every other right and remedy herein or in any other agreement between the parties or under applicable law. This Agreement is in the English language only, which language will be controlling in all respects.

This Agreement may be executed in one or more counterparts, duplicate originals, or facsimile versions, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

The parties, by their authorized representatives, have entered into and agreed to be legally bound by this Agreement as of the Effective Date.

1. **DEFINITIONS.** All capitalized terms used in this Agreement and defined in the context in which they are used will have the meanings given to them herein. All other terms used in this Agreement will have their plain English meaning as commonly interpreted in the United States.

2. **IKANOW SOFTWARE.** Subject to Licensee's compliance with this Agreement, during the term of this Agreement Ikanow grants to Licensee a limited, non-exclusive, personal, non-transferable, non-sub-licensable right to: (1) install and operate the Ikanow Software for Evaluation purposes on no more than the number of Licensed Computers set forth above; (2) use the software development tools package included in the Ikanow Software and identified by Ikanow as the "**infini.e SDK**" (including any plug-ins, APIs or other interfaces, frameworks, libraries, reference designs, or applications) to develop new widgets and applications for operation with the Ikanow Services (such applications, "**Developed Applications**"); and (3) install and operate the Developed Applications for Evaluation purposes on no more than the number of Licensed Computers set forth above. For the avoidance of doubt, the rights granted about will enable Licensee to develop new Developed Applications but will not enable Licensee to modify any existing widgets or applications provided by Ikanow. All use of all Ikanow Software will be solely by Licensee for internal Evaluation purposes and at all times in accordance with this Agreement and any applicable separate agreement or documentation accompanying the Ikanow Software or otherwise provided by Ikanow.

3. **IKANOW SERVICE.** Subject to Licensee's compliance with this Agreement, during the term of this Agreement Ikanow will provide Subscriber with a limited, non-exclusive, non-transferable, non-sub-licensable, subscription solely to access the Service through the Developed Applications from the Licensee Address listed above. All access to the Service will be solely by Licensee for internal Evaluation purposes and at all times in accordance with this Agreement and any applicable separate agreement or documentation accompanying the Ikanow Service or otherwise provided by Ikanow.

4. **LICENSEE ACCOUNT.** Licensee will be provided with access to the Ikanow Service through an account established for Licensee (an "**Account**"). The Account may be accessed and used only by Licensee for purposes accessing the Ikanow Service as stated herein. Licensee will be solely responsible for all use of the Account and any access to the Ikanow Service. Licensee will ensure the security and confidentiality of all usernames and passwords associated with the Account. Licensee will be fully responsible and liable for all use of and access to the Account. Any transactions completed through the Account will be deemed to have been completed by or on behalf of Licensee. Ikanow will not be liable for the foregoing obligations or the failure by Licensee to fulfill such obligations.

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**5. RESTRICTIONS.** Licensee acknowledges that the Ikanow Software and Ikanow Service, as well as the databases, software, hardware and other technology used by or on behalf of Ikanow to provide the Ikanow Service and their structure, organization, and underlying data, information, and source code thereof, constitute intellectual property of Ikanow. In addition to the other restrictions in this Agreement, Licensee will not and will not permit any third party to: (1) use or access the Ikanow Platform or any portion thereof, for commercial or production purposes or otherwise except as expressly provided in this Agreement; (2) modify, adapt, alter, translate, or create derivative works from the Ikanow Platform, except for the limited right to create Developed Applications under Section 2 above; (3) sublicense, distribute, sell, convey, assign, pledge, or otherwise transfer or in any way encumber the Ikanow Platform or any portion thereof; (4) use the Ikanow Platform for the benefit of any third party or make the Ikanow Platform available to any third party, whether through a service bureau, outsourcing, application service provider, hosting, lease, rental, loan or other arrangement; (5) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, design, or method of operation for the Ikanow Platform, except where the Ikanow Platform is provided by Ikanow in source code form; (6) circumvent or overcome (or attempt to circumvent or overcome) any technological protection measures intended to restrict access to any portion of the Ikanow Platform; (7) utilize the Ikanow Platform for any purpose that is illegal in any way or that advocates illegal activity (8) interfere in any manner with the operation or hosting of the Ikanow Service or attempt to gain unauthorized access to the Ikanow Platform; (9) use automated scripts to collect information from or otherwise interact with the Ikanow Platform, other than as may be contained in any Developed Applications; or (10) alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Ikanow Platform. All use of the Ikanow Platform will be in accordance with any documentation for the Ikanow Platform provided by Ikanow.

**6. NO SUPPORT OR MAINTENANCE.** Except as may be set forth in a separate agreement with Ikanow, Ikanow is under no obligation to provide to Licensee with any support, maintenance or training relating to the Ikanow Platform. Notwithstanding the foregoing, should Ikanow elect to provide Licensee with any support, maintenance or training for the Ikanow Platform, such support, maintenance or training will be pursuant to Ikanow's then-current terms for support, maintenance or training, as applicable. Any updates, upgrades, new versions, or new releases of or to the Ikanow Software provided by Ikanow will be treated as part of the "Ikanow Software" for purposes of this Agreement.

**7. OWNERSHIP.** The Ikanow Platform, any derivatives, modifications, improvements or enhancements thereof or thereto, created by either party, either alone or with the other party or any third party, and all intellectual property rights therein or relating thereto, are and will remain the exclusive property of Ikanow and its licensors. Except for any portions of the Developed Applications developed or authored by Licensee without the assistance or involvement of Ikanow, the Developed Applications, including, without limitation, all Ikanow Software included therein, and all intellectual property rights therein or relating thereto, are and will remain the exclusive property of Ikanow and its licensors. Licensee hereby grants to Ikanow a non-exclusive, irrevocable, perpetual, worldwide, fully transferable, fully paid and royalty-free license to any aspects of any Developed Applications owned by Licensee, to make, use, sell, reproduce, create derivative works of, distribute, perform, display and otherwise utilize without restriction such Developed Applications and all intellectual property rights therein and related thereto, in any form and for any purpose. Licensee agrees to and does hereby make all assignments necessary to provide Ikanow with the ownership rights set forth in this Section. Licensee will perform all acts reasonably necessary to assist Ikanow in perfecting and defending Ikanow's ownership interest in the Ikanow Platform and Developed Applications. Any rights not expressly granted to Licensee hereunder are reserved by Ikanow. Except as expressly granted in this Agreement, Ikanow grants no rights or licenses to Licensee (whether by implication, estoppel, or otherwise) in or to the Ikanow Platform or any intellectual property rights therein or relating thereto.

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8. **THIRD PARTY CODE.** The Ikanow Software may contain or include software code owned or provided by third-party licensors of Ikanow ("**Third-Party Code**"). For any Third-Party Code clearly indicated to be subject to the terms of a third party license (a "**Third-Party License**"), the terms of the applicable Third-Party License will apply to the Third-Party Code independent of the terms of this Agreement. All other Third-Party Code provided to Licensee by Ikanow may be used only under the terms of this Agreement. Nothing in this Agreement limits Licensee's rights under, or grants rights to Licensee that supersede, the terms of any such applicable Third-Party License.

9. **FEEDBACK.** Licensee will test and evaluate the Ikanow Platform and Developed Applications under the terms of this Agreement. Licensee will promptly report any problems to Ikanow whenever the Ikanow Platform does not perform in accordance with any applicable documentation. Both periodically and at Ikanow's request, Licensee will provide to Ikanow test results, observations, comments, criticisms, suggested improvements and other feedback, about the use, operation, functionality and features of the Ikanow Platform (collectively, the "**Feedback**"). The Feedback will include, without limitation, information about operating results, known or suspected bugs, errors or compatibility problems, desired features, results of any benchmark or similar testing, and any unusual or unplanned performance of the Ikanow Platform observed by Licensee. Ikanow has the right to use the Feedback at Ikanow's sole discretion, including incorporating any portion of the Feedback into the Ikanow Platform or any other products or services, without notice to, payment to or consent from Licensee. Licensee hereby grants to Ikanow a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, fully paid, fully transferable, fully sublicensable license to use, reproduce, distribute, perform, display, modify, create derivative works of, make, have made, use, import, sell, and offer to sell the Feedback, in any form and for any purpose. Ikanow will not use Licensee's name or trademarks in external communications without the prior consent of Licensee.

10. **TERM AND TERMINATION.** The term of this Agreement will begin on the Effective Date stated above and will continue until the Termination Date stated above, unless terminated earlier under this Section 9. This Agreement will terminate immediately upon any breach by Licensee. In addition, Ikanow may terminate this Agreement, for any reason, effective immediately upon written notice to Licensee. Ikanow may also suspend access by Licensee to the Ikanow Service without notice to Licensee. Upon any termination or expiration of this Agreement all rights and licenses granted to Licensee hereunder will immediately terminate and Licensee will immediately and at Licensee's expense: (1) cease all use of the Ikanow Software and access to the Ikanow Service; (2) cease all use of any Developed Applications; and (3) at the option of Ikanow, return to Ikanow or destroy, all Ikanow Software, Developed Applications, and Confidential Information. Upon the request of Ikanow an officer of Licensee will certify in writing to Licensee's compliance with the terms of this Section. The relevant portions of Sections 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 will survive termination or expiration of this Agreement for any reason.

11. **DISCLAIMER OF WARRANTIES.** LICENSEE ACKNOWLEDGES THAT THE IKANOW PLATFORM (INCLUDING ALL IKANOW SOFTWARE AND IKANOW SERVICES) IS PROVIDED BY IKANOW AND ITS LICENSORS "AS IS," AND "AS AVAILABLE," WITHOUT ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND. IKANOW EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND COVENANTS, WHETHER EXPRESSED OR IMPLIED, REGARDING THIS AGREEMENT AND THE IKANOW PLATFORM, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY IKANOW OR ITS AGENTS OR REPRESENTATIVES WILL CREATE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS UNLESS CONFIRMED IN WRITING BY IKANOW AS AN AMENDMENT TO THIS AGREEMENT.

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**12. INDEMNITY.** Licensee will indemnify, hold harmless and defend Ikanow (and its officers, directors, employees, contractors, and agents) from and against any damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) incurred in connection with or as a result of (1) Licensee's use of or access to the Ikanow Platform or any Developed Applications; (2) Licensee's actual or alleged breach of any provision of this Agreement; or (3) damage to property or injury to or death of any person directly or indirectly caused by Licensee.

**13. LIMITATION OF LIABILITY.** IN NO EVENT WILL IKANOW BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE OR ACCESS THE IKANOW PLATFORM (INCLUDING ANY IKANOW SOFTWARE OR IKANOW SERVICES), INCLUDING, WITHOUT LIMITATION, ANY LOST, CORRUPTED OR ALTERED DATA OR INFORMATION, LOSS OF USE OF DATA OR INFORMATION, RECOVERY OF DATA OR INFORMATION, OR LOSS OR INTERRUPTION OF BUSINESS OR PROFITS, EVEN IF IKANOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND WHETHER OR NOT SUCH LOSSES OR DAMAGES ARE FORESEEABLE. IN NO EVENT WILL THE LIABILITY OF IKANOW RELATING TO THIS AGREEMENT, THE IKANOW PLATFORM, OR ANY RESULTS OBTAINED FROM THE USE OF OR ACCESS TO THE IKANOW PLATFORM, EXCEED \$100. IN STATES WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, IKANOW'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**14. CONFIDENTIALITY.** For purposes of this Agreement, "**Confidential Information**" means the Ikanow Platform, Feedback, and all documentation, information, data, and materials relating to the Ikanow Platform and Feedback, regardless of the form thereof, including all copies and extracts thereof. Licensee will not disclose Confidential Information to any third party without Ikanow's prior written consent. Licensee may disclose the Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of the Evaluation of the Ikanow Platform as permitted under this Agreement and who are bound by an obligation of confidentiality at least as protective of the Confidential Information as the terms of this Agreement. Licensee will treat all Confidential Information with the same degree of care as it treats its own confidential information which, in no event, will be less than reasonable care. Licensee will not utilize the Confidential Information other than as expressly permitted in this Agreement.

**15. DATA PRIVACY.** Ikanow will have the right to collect, extract, compile, synthesize, and analyze data or information resulting from Licensee's utilization of or access to the Ikanow Platform ("**Data**"). To the extent any Data is collected by Ikanow, the Data will be solely owned by Ikanow and may be used by Ikanow for any lawful business purpose without a duty of accounting to Licensee or any third party, provided that the Data is used only in an aggregated form without specifically identifying Licensee as the source of the Data.

**16. EQUITABLE RELIEF.** Licensee acknowledges and agrees that due to the unique nature of the Ikanow Platform and the Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Licensee or third parties to unfairly compete with Ikanow resulting in irreparable harm to Ikanow, and therefore, that upon any such breach of this Agreement or threat thereof, Licensee will not oppose any attempt by Ikanow to obtain, in addition to whatever remedies it may have at law, an injunction or other appropriate equitable relief without making any additional showing of irreparable harm (and agrees to support the waiver of any requirement that Ikanow be required to post a bond prior to the issuance of any such injunction or other appropriate equitable relief).

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17. **GENERAL.** This Agreement will be governed by the laws of the Commonwealth of Virginia, without regard to conflicts of law principles thereof. The federal and state courts in Manassas, Virginia will have sole and exclusive jurisdiction over any disputes arising hereunder and the parties hereby irrevocably submit to the personal jurisdiction of such courts. The parties expressly waive any applications of the U.N. Convention on Contracts for the International Sale of Goods with respect to the performance or interpretations of this Agreement. At any time during the term of this Agreement, Ikanow may conduct an inspection of the facilities in which the Ikanow Platform are being used by Licensee to inspect the Ikanow Platform and to confirm Licensee's compliance with this Agreement, provided all inspections will be performed during regular business hours and that Ikanow gives Licensee at least 2 business days advance written notice. Licensee may not assign or delegate, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement to any third party without the prior written consent of Ikanow. For the purposes of this Section 16, any change of control of Licensee will be deemed an assignment. Any assignment in violation of the foregoing will be null and void, and will be considered a breach of this Agreement.