Knowmadics, Inc.
3901 Centerview Drive Suite E
Chantilly, VA 20151

Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)

1. **Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) 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's CSA 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 CSA 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 Multiple Award Schedule 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 ADM4800.2H, 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 General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of 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 CSA: (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 CSA. 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 CSA.

   (e) **Termination.** Clauses in the Manufacturer's CSA referencing termination or cancellation the Manufacturer's CSA are hereby deemed to be deleted. Termination shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

      Carahsoft may request cancellation or termination of the CSA 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 and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) **Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).   Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.

(h) **Assignment. All** clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA 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 (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

(j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencin**g** Customer Indemnities are hereby deemed to be deleted.

(k) **Contractor Indemnities.** All of the Manufacturer's CSA 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 of the Manufacturer's CSA 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 of the Manufacturer's CSA 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 GSAR 552.212-4 (k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).

(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's CSA, 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's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(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.

(t) **Public Access to Information.** Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA 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. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

SilverEye End User License Agreement

Knowmadics , Inc.

IMPORTANT - PLEASE READ THE TERMS OF THIS PERIOD END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY. BY INSTALLING OR USING THE APPLICATION ("APPLICATION"),

(1) YOU ACKNOWLEDGE THAT YOU AGREE TO BE BOUND BY THIS AGREEMENT, AND (2) YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT YOU SHOULD DISCONTINUE USE OF THE APPLICATION AND REMOVE IT FROM YOUR MACHINE(S).

This Agreement is a legal agreement between_____, located at_____ the end user ("End User" or "You") and Knowmadics, Inc., located at 3901 Centerview Drive Suite E, Chantilly, VA 20151 ("Knowmadics", "Us", "We" or "Our"), for the use of Knowmadics SilverEye Software ("Application") . By loading or using the Application You agree to be bound by the terms of this Agreement. If You do not agree to the terms and conditions of this Agreement, do not load or use the Application .

1. **License** - Subject to the terms of this Agreement, and as applicable and as designated where you loaded the Application , we grant you a non-transferable, non-exclusive, non-sublicensable, royalty-free and fully paid, worldwide license to install one (1) copy of the Application per server, solely for your own private use or internal business operations. The Application is licensed, not sold, for your use. Your license confers no title or ownership in the Application and should not be construed as any sale of any rights in the Application .

2. **Term** – The term (the "Term") of this Agreement shall commence on the date the Software is made available to You and shall continue in perpetuity, unless terminated earlier as set forth below.

3. **Restrictions** - The rights granted to You in this Agreement are subject to the following restrictions : (a) You shall not license, sell, rent, lease, transfer , assign, distribute , display , host, outsource , disclose or otherwise commercially exploit or make the Application available to any third party; (b) You shall not modify, make derivative works of, disassemble , reverse compile or reverse engineer any part of the Application ; (c) You shall not access the Application in order to build a similar or competitive product or service or to publish any performance or benchmark test or analyses relating to the Application; (d) and except as expressly stated herein, no part of the Application may be copied, reproduced , distributed , republished , downloaded , displayed, translated , posted or transmitted in any form or by any means, including but not limited to electronic , mechanical, photocopying, recording or other means. You shall not make any attempt to circumvent the technological measure(s), including, but not limited to, password protection or expiration date(s) , that controls access to the Application software, except that it is expressly permitted by applicable law notwithstanding this restriction.

4. . **Proprietary Rights** - The Application is licensed, not sold. We retain exclusive ownership of all worldwide copyrights , trade secrets, patents, and all other intellectual property rights (including, but not limited to, any titles, computer code, themes, objects, characters, character names, stories, text, dialog, catch phrases, locations, concepts , artwork, images, photographs , animations, video, sounds , musical compositions , audio-visual effects, methods of operation, moral rights, and any related documentation incorporated into the Application) throughout the world and all applications and registrations therefore , in and to the Application , any full or partial copies thereof , including any additions or modifications theretoand any accompanying materials, electronic or otherwise. This Agreement grants You no right to use such content other than as part of the Application . The Application is protected by the copyright laws of the United States , international copyright treaties and conventions and other laws. You acknowledge that, except for the limited license rights expressly provided in this Agreement , no right, title , or interest to the intellectual property in the Application is provided to You, and that You do not obtain any rights, express or implied, in the Application . All rights in and to the Application not expressly granted to You in this Agreement are expressly reserved to Us. The Application may contain certain licensed materials and Knowmadics licensors may act to protect their rights in the event of any violation of this Agreement.

5. **Disclaimer of Warranties** – YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK. THE APPLICATION IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, UNLESS SUCH

WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. YOU FURTHER ACKNOWLEDGE THAT THE APPLICATION HAS NOT BEEN COMPLETELY TESTED IN ALL SITUATIONS . WE DO NOT WARRANT THAT USE OF THE APPLICATION WILL BE UNINTERRUPTED , OR ERROR-FREE . WE AND OUR LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS , WHETHER ORAL OR WRITTEN , EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY , FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, REGARDING THE APPLICATION . ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE IS EXPRESSLY DISCLAIMED. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, ITEMS OR OTHER MATERIALS FROM ERRORS OR OTHER MALFUNCTIONS CAUSED BY KNOWMADICS , ITS LICENSORS , LICENSEE AND/OR SUBCONTRACTORS , OR BY YOUR OR ANY OTHER PARTICIPANT'S OWN ERRORS AND/OR OMISSIONS . YOU ASSUME ALL RISKS ASSOCIATED WITH THE APPLICATION . WIRELESS INTERNET ACCESS PRESENTS CHALLENGES FOR PROTECTING YOUR INFORMATION FROM ILLEGAL DATA INTERCEPTION BY THIRD PARTIES. YOU SHOULD CONSULT WITH A COMPUTER TECHNICIAN TO ENSURE YOUR COMPUTER OR MOBILE DEVICE IS CONFIGURED CORRECTLY FOR SECURE WIRELESS ACCESS TO THE INTERNET AND THAT YOU HAVE THE LATEST SECURITY SOFTWARE AND HARDWARE INSTALLED. IN NO EVENT WILL WE BE OBLIGATED , CONTRACTUALLY OR OTHERWISE, TO INDEMNIFY YOU , OR OTHERWISE REIMBURSE YOU , FOR ANY LOSSES THAT YOU MAY INCUR IN CONNECTION WITH THE APPLICATION .

6. **Limitation of Remedies and Damages** – YOU ACKNOWLEDGE AND AGREE THAT WE,

SHALL NOT ASSUME OR HAVE ANY LIABILITY FOR ANY ACTION BY US WITH RESPECT TO CONDUCT , COMMUNICATION , OR CONTENT OF THE APPLICATION . NEITHER WE NOR OUR LICENSORS AND SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER ANY CONTRACT , NEGLIGENCE , STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY , OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS. OUR AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR THE APPLICATION . CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES , SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

7. **Basis of Bargain** - The warranty disclaimer and limitation of liability set forth above are fundamental elements of the basis of the agreement between Us and You. We would not be ableto provide the Application without such limitations . The warranty disclaimer and limitation of liability inure to the benefit of Our resellers.

8. **Termination** - We may terminate this Agreement at any time, with or without cause. You may terminate this Agreement at any time, with or without cause by sending a letter by United States mail to: Knowmadics, Inc., 3901 Centerview Drive Suite E, Chantilly, VA 20151, or to such other address as We may specify in writing by posting the new address on Our website . Upon expiration or termination , the license granted hereunder shall terminate and within 48 hours of the termination of the license, You are required to provide written confirmation to Knowmadics that you have uninstalled the software and destroyed any residual media. The terms of this Agreement which are intended to survive terminat ion will remain in effect.

9. **Modifications** - We reserve the right to change the terms and conditions of this Agreement or Our policies relating

to the Application at any time, and such changes will be effective upon notice to You. Your continued use of the Application after any such changes shall constitute Your consent to such changes.

10. **Equitable Remedies** - You hereby agree that We would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore You agree that Knowmadics shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies withrespect to breaches of this Agreement, in addition to such other remedies as We may otherwisehave available to Us under applicable laws.

11. **Indemnity** - At Our request, You agree to defend, indemnify and hold harmless Knowmadics, its affiliates and licensors from all damages, losses, liabilities, claims and expenses, includingattorneys' fees, arising directly or indirectly from Your acts and omissions, to act in using theApplication pursuant to the terms of this Agreement or any breach of this Agreement by You.

12. **Miscellaneous** - You may not use, copy, modify, sublicense, rent, sell, assign or transfer the rights or obligations granted to You in this Agreement, except as expressly provided in thisAgreement. Neither the rights nor the obligations arising under this Agreement are assignable byYou, and any such attempted assignment or transfer shall be void and without effect.Knowmadics failure to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right ofany party to enforce each and every such provision thereafter. The express waiver byKnowmadics of any provision, condition or requirement of this Agreement shall not constitute awaiver of any future obligation to comply with such provision, condition or requirement.Notwithstanding anything else in this Agreement, no default, delay or failure to perform on thepart of Knowmadics shall be considered a breach of this Agreement if such default, delay orfailure to perform is shown to be due to causes beyond the reasonable control of Knowmadics. Inthe event that any provision of this Agreement is found to be contrary to law, then such provisionshall be construed as nearly as possible to reflect the intention of the parties, with the otherrovisions remaining in full force and effect. Any notice to You may be provided by e-mail. In theevent that any provision of this Agreement shall be held by a court or other tribunal of competentjurisdiction to be unenforceable, such provision will be enforced to the maximum extentpermissible and the remaining portions of this Agreement shall remain in full force and effect.

13. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia and applicable United States federal law without giving effect to any conflict of laws principlesthat may provide the application of the law of another jurisdiction . You agree that notwithstanding anything to the contrary contained herein, in the event Knowmadics wishes to pursue injunctive or other equitable relief, it may do so in a court of competent jurisdiction in the Commonwealth of Virginia , and you agree to submit to the personal jurisdiction of any such court.

14. **Metric / How Usage Is Measured.** User Licenses are based on a per-seat license model. For example a 250-user per-seat license would mean that up to 250 individually named users can access the program. A license key is installed alongside the product to control the user licensing. Device licenses are based on total number of active devices. A device is to be considered active if it is marked as such within the product. A license key is installed alongside the product to control the devices licensing.

15. **Required Maintenance Support.** See Exhibit "A" For the avoidance of doubt, the Warranty, Maintenance and Support shall expire 12 months from the delivery of the software unless You purchase the annual Maintenance Agreement. In the event of a break between the expiration of the initial Warranty , Maintenance and Support the purchase of the annual Maintenance Agreement , You will be assessed a "rebaseline" fee.

16. **Entire Agreement** - This Agreement , constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements between the parties pertaining to the subject matter hereof. Except as otherwise provided in this Agreement , any modifications of this Agreement must be in writingand agreed to by both parties.

Knowmadics, Inc.

Signature and Date   Signature and Date

Printed Name and Title   Printed Name and Title

CASES END USER LICENSE AGREEMENT

IMPORTANT - PLEASE READ THE TERMS OF THIS END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY. BY INSTALLING OR USING THE APPLICATION ("APPLICATION"), (1) YOU ACKNOWLEDGE THAT YOU AGREE TO BE BOUND BY THIS AGREEMENT, AND (2) YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT YOU SHOULD DISCONTINUE USE OF THE APPLICATION AND REMOVE IT FROM YOUR MACHINE(S).

This Agreement is a legal agreement between You the end user ("End User", "You" or "Your") and Knowmadics, Inc., located at 3901 Centerview Drive Suite E, Chantilly, VA 20151 ("Knowmadics", "Us", "We" or "Our" or "Licensor"), for the use of Knowmadics CASES XXX ("Application"). By loading or using the Knowmadics CASES XXXX ("the Application") You agree to be bound by the terms of this Agreement. If You do not agree to the terms and conditions of this Agreement, do not load or use the Application.

1. **License Grant** - Subject to the terms herein, the End User during the term of this Agreement is granted a revocable, non-transferable , non-exclusive , non-sub licensable, license to use and install XXXX copies of the Application on End Users device(s) . End Users license shall be used solely by End User. The Application is licensed, not sold, for End User use. End Users license confers no title or ownership in the Application and should not be construed as any sale of any rights in the Application .)

2. **Term** – The term (the "Term") of this Agreement shall commence on the date the Application is made available to You and shall terminate In accordance with the term as defined in Contract XXXXX. Within 48 hours of the termination of the license, You are required to provide written confirmation to Knowmadics via e-mail to Sam.Sutton@knowmadics.com that You have uninstalled the Application and destroyed any residual media .

3. **Restrictions** - The rights granted to the End User are subject to the following restrictions: (a) You shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Application available to any third party; (b) You shall not modify, make derivative works of, disassemble , reverse compile or reverse engineer any part of Application ;
(c) You shall not access the Application in order to build a similar or competitive product or service or to publish any performance or benchmark test or analyses relating to the Application ; (d) and except as expressly stated herein, no part of the Application may be copied , reproduced, distributed, republished, downloaded , displayed , translated , posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means. You shall not make any attempt to circumvent the technological measure(s) , including , but not limited to, password protection or expiration date(s) , that controls access to the Application , except that it is expressly permitted by applicable law notwithstanding this restriction.

4. **Proprietary Rights** - The Application is licensed, not sold. This license DOES NOT grant to You any ownership of any worldwide copyrights, trade secrets, patents, intellectual property rights (including, but not limited to, any titles , computer code, themes , objects, characters , character names, stories, text, dialog, catch phrases, locations, concepts, artwork , images, photographs, animations , video, sounds , musical compositions , audio-visual effects , methods of operation , moral rights, and any related documentation incorporated into the Application

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) throughout the world or any applications and registrations therefore , in and to the Application, any full or partial copies thereof , including any additions or modifications thereto and any accompanying materials, electronic or otherwise . The Agreement grants You no right to use such content other than as part of the Application . The Application is protected by the copyright laws of the United States, international copyright treaties and conventions and other laws. End User acknowledges that, except for the limited license rights expressly provided herein, no right, title , or interest to the intellectual property in the Application is provided to You , and that You do not obtain any rights, express or implied, in the Application . All rights in and to the Application not expressly granted to You herein are expressly reserved. The Application may contain certain licensed materials and licensors may act to protect their rights in the event of any violation of the License.

5. **Disclaimer of Warranties** – END USER EXPRESSLY ACKNOWLEDGE AND AGREES THAT USE OF THE APPLICATIONIS IS AT END USERS SOLE RISK. THE APPLICATION IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION . YOU FURTHER ACKNOWLEDGES THAT THE APPLICATION HAS NOT BEEN COMPLETELY TESTED IN ALL SITUATIONS . LICENSOR DOES NOT WARRANT THAT USE OF THE APPLICATION WILL BE UNINTERRUPTED , OR ERROR-FREE. LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS , WHETHER ORAL OR WRITTEN , EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION , ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY , FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT OF THIRD PARTY RIGHTS, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, REGARDING THE APPLICATION. ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE IS EXPRESSLY DISCLAIMED . THE LICENSOR AND DISTRIBUTOR OF THE PRODUCTS ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU , INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, ITEMS OR OTHER MATERIALS FROM ERRORS OR OTHER MALFUNCTIONS CAUSED BY LICENSORS, LICENSEE AND/OR SUBCONTRACTORS, OR BY YOU OR ANY OTHER PARTICIPANT'S OWN ERRORS AND/OR OMISSIONS . END USER ASSUMES ALL RISKS ASSOCIATED WITH THE APPLICATION . WIRELESS INTERNET ACCESS PRESENTS CHALLENGES FOR PROTECTING END USER INFORMATION FROM ILLEGAL DATA INTERCEPTION BY THIRD PARTIES. YOU SHOULD CONSULT WITH A COMPUTER TECHNICIAN TO ENSURE END USERS COMPUTER OR MOBILE DEVICE IS CONFIGURED CORRECTLY FOR SECURE WIRELESS ACCESS TO THE INTERNET AND THAT END USER HAS THE LATEST SECURITY APPLICATION AND HARDWARE INSTALLED. IN NO EVENT WILL LICENSOR OR ITS LICENSORS BE OBLIGATED , CONTRACTUALLY OR OTHERWISE , TO INDEMNIFY YOU , OR OTHERWISE REIMBURSE YOU , FOR ANY LOSSES THAT YOU MAY INCUR IN CONNECTION WITH THE APPLICATION.

6. **Limitation of Remedies and Damages** – YOU ACKNOWLEDGE AND AGREE THAT LICENSOR AND ITS LICENSORS SHALL NOT ASSUME OR HAVE ANY LIABILITY FOR ANY ACTION BY LICENSOR AND ITS LICENSORS WITH RESPECT TO CONDUCT , COMMUNICATION , OR CONTENT OF THE APPLICATION . NEITHER WE NOR OUR LICENSORS AND SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH

RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS. LICENSORS AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR THE APPLICATION. THIS IS END USERS SOLE REMEDY.

7. **Basis of Bargain** - The warranty discla imer and limitation of liability set forth above are fundamental elements of the basis of the agreement between Licensor and You. Licensor would not be able toprovide the Application on an economic basis without such limitations. The warranty disclaimer andlimitation of liability inure to the benefit of our resellers.

8. **Auditing** - Licensor shall have the right upon prior notice to You, and during regular business hours, to audit End User premises, records and use of the Application to verify that End User is in compliance with this Agreement. In the event that any audit reveals that End User has exceeded the scope of the Agreement, End User shall: (i) immediately remedy such breach, including, without limitation, paying Licensor for any additional licenses of the Application required if End Users use exceeded the permitted number of copies of the Application ; and (ii) reimburse Licensor for the costs incurred by them to perform such audit.

9. **Termination** - <u>Termination for Material Breach</u>. Either party may terminate this Agreement , and all licenses granted hereunder, if the other party is in material breach hereunder and has not cured thebreach within thirty (30) days after written notice specifying the breach, <u>provided</u>, however, You shall only have ten (10) days to cure any breach of its payment obligations.

<u>Termination upon Insolvency</u> . The Agreement and all licenses granted hereunder may be terminated by Licensor immediately and without notice in the event End User: (i) admits in writing its inability to pay its debts generally as they become due, (ii) makes a general assignment for the benefit of creditors , (iii) institutes proceedings to be adjudicated a voluntary bankrupt, or consents to the filing of a petition of bankruptcy against it, (iv) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent, (v) seeks reorganization under any bankruptcy act, or consents to the filing of a petition seeking such reorganization, or (vi) ceases to do business itself or through a successor.

<u>Effect of T</u>ermination. Upon termination of the Agreement for any reason, End User's right to use the System shall immediately cease and Licensor shall disconnect End User's access and use of the Application . End User shall return all copies of the Application and associated documentation to Licensor or End User may choose to delete all copies from all storage media possessed by You. End User shall provide Licensor with a written certification signed by an officer of End User that all copies of the Application and associated documentation have been returned or destroyed and that End User has retained no copies. Termination of this Agreement shall not relieve either Party of any obligation accrued prior to the termination date. The terms of the Agreement which are intended to survive termination will remain ineffect.

10. **Modifications** - Licensor reserves the right to change the terms and conditions of the Agreement or Licensors policies relating to the Application at any time, and such changes will be effective upon notice to You. End User's continued use of the

Application after any such changes shall constitute End Users consent to such changes .

11. **U.S. Export Regulations.**

   (a) End User understands that the export, reexport or retransfer of the Application or products to any Country or foreign person is subject to the export laws of the United States and will/may require, among other things, prior approval of the United States Government via an export license or other authorization should the export be for end use in Iran, Cuba, North Korea, Sudan, Syria, and for military end user/end use in China, Venezuela or Russia.

   (b) End User understands that the export or reexport, retransfer of the Application or products to any Country or foreign person is subject to the export laws of the United States and will/may require, among other things, prior approval of the United States Government via an export license or other authorization (license exception).

   (c) End User shall supply Knowmadics Inc. on a timely basis with all necessary information and documentation requested by Knowmadics in order to permit Knowmadics to ensure no export has taken place to any of the above listed countries without the appropriate USG export authorization.

   (d) End User understands that in addition to the countries listed above in (a), it is not permitted to distribute to persons listed in the US Government denied parties list. End User is responsible to verify each transaction by using the tool at the attached link, screening the buyer, end user and parties to the transaction including banks.

   http://intern atio naltradead ministrat ion.g ithub.io/explorer/#/ conso lidated-screen ing-1ist-entries

   http://www .bis.doc .gov/images/consolidated_ lisUconsolidated_ party_list_final.csv

   (e) Knowmadics Inc. is not obligated in any way to apply for an export license by virtue of this Agreement , nor to provide U.S. regulatory advice. End User should contact the Department of Commerce , Bureau of Industry and Security and the Department of the Treasury , Office of Foreign Assets Controls.

   (f) End User shall not dispose of any Application or product to any party or country or in any manner which would constitute a violation of the export control regulations or other laws of the United States now or hereafter in effect.

   (g) End User understands that it is required to maintain records for a period of 5 years from the date of export or reexport. Knowmadics Inc. is permitted to audit such records on a periodic basis to verify compliance to US export laws.

   (h) In the event the download of this application is considered an export under U.S. export control laws PLEASE BE ADVISED the following statement applies: ***These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited. ECCN 50002.c.1. Exported via License Exception ENC.***

   (i) **Foreign Corrupt Practices Act.** End User shall at all times comply with the provisions of the United States Foreign Corrupt Practices Act, (15 U.S.C. §§ 78m, -dd-1, -dd-2, -ff) as then in effect or any successor law. End User shall not, directly or indirectly, in the name of, on behalf of, or for the benefit of Knowmadics Inc. offer, promise, authorize to pay or pay any compensation , or give anything of value to, any person to secure favored or preferential treatment for End
   User. However, this paragraph does not prohibit End User from making payments of salary , bonus, commission or similar compensation in the ordinary course of business to End User's employees, agents or other.

   U) End User will indemnify and hold Licensor harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by End User of End Users obligations under this section. End Users obligations under this section shall survive the expiration or termination of the Agreement.

12. **Equitable Remedies** – End User hereby agrees that Licensor would be irreparably damaged if the terms of the Agreement were not specifically enforced , and therefore End User agrees that Licensor shall be entitled, without bond, other security , or proof of damages, to appropriate equitable remedies with respect to breaches of the Agreement , in addition to such other remedies as Licensor may otherwise have available to us under applicable laws.

13. **Indemnity** - At Licensors request, End User agrees to defend, indemnify and hold harmless Licensor, its Affiliates and it's licensors from all damages , losses, liabilities, claims and expenses, including attorneys' fees, arising directly or indirectly from End Users' acts and omissions , to act in using Application pursuant to the terms of the Agreement or any breach of the Agreement by You.

14. **Confidential Information** - Definition "Confidential Information" means CASES, its associated documentation, Knowmadics pricing for CASES and any results achieved by use of CASES, and other information disclosed by Knowmadics under the Agreement that is labeled or otherwise designated as confidential or that by its nature would reasonably be expected to be kept confidential.

Exclusions - Notwithstanding the previous paragraph, Knowmadics Confidential Information shall not include information that (i) is or becomes publicly available through no act or omission of End User; or (ii) was in End User's lawful possession prior to the disclosure and had not been obtained by End User either directly or indirectly from Knowmadics; or (iii) is lawfully disclosed to End User by a third party not bound by a duty of non-disclosure;

Nondisclosure - End User agrees to hold the Confidential Information in confidence. End User agrees not to make the Confidential Information available in any form to any third party or to use theConfidential Information for any purpose other than performing its obligations or enjoying its rightsunder the Agreement . You agree to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed by itsemployees or agents in violation of the provisions of the Agreement. End User represents that it has, with each of its employees who may have access to any Confidential Information, an appropriate agreement sufficient to enable it to comply with all of the terms of this Section 14.

Required Disclosure Notwithstanding the foregoing, You may disclose the Confidential Information to the extent that such disclosure is required by law or court order, provided, however, that End User provides to Knowmadics prior written notice of such disclosure and reasonable assistance in obtaining an order protecting the Confidential Information from public disclosure.

Termination/Expiration After termination or expiration of the Agreement, End User shall return to Knowmadics any Confidential Information received during the term of the Agreement .

15. **Miscellaneous** - You may not use, copy, modify, sublicense, rent, sell, assign or transfer the rights or obligations granted to You in the Agreement , except as expressly provided in the Agreement. Neither the rights nor the obligations arising under the Agreement are assignable by You, and any such attempted assignment or transfer shall be void and without effect. Licensors failure to enforce at anytime any of the provisions of the Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by Licensor of any provision , condition or requirement of theAgreement shall not constitute a waiver of any future obligation to comply with such provision , condition or requirement. Notwithstanding anything else in the Agreement , no default, delay or failureto perform on the part of Licensor shall be considered a breach of the Agreement if such default, delayor failure to perform is shown to be due to causes beyond the reasonable control of Licensor. TheUnited Nations Convention on Contracts for the International Sale of Goods shall not apply to thisAgreement. In the event that any provision of the Agreement is found to be contrary to law, then such provision shall be

construed as nearly as possible to reflect the intention of the parties, with the otherprovisions remaining in full force and effect. Any notice to You may be provided by e-mail. In the eventthat any provision of the Agreement shall be held by a court or other tribunal of competent jurisdictionto be unenforceable , such provision will be enforced to the maximum extent permissible and the remaining portions of the Agreement shall remain in full force and effect.

16. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia , United States of America except, however that Virginia's choice of law provisions shall not apply. Inaddition, the parties expressly exclude from this Agreement all provisions of the Vienna Convention1980 (The United Nations Convention on Contracts for the International Sale of Goods).

17. **Entire Agreement** - This Agreement , constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements between the parties pertaining to the subject matter hereof. Knowmadics reserves the right to modify this Agreement at anytime.