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(iii) Conflicting Time Periods. You acknowledge and agree that if there is any conflict between the Time Period specified, stated or referred to (or the absence of any Time Period specified, stated or referred to) in your applicable Purchase Order Documents and the Time Period specified, stated or referred to (including as part of the Software product name) in the invoice issued by PSIGEN for your order (whether issued to you or to the Authorized Reseller through which you purchased the license, as applicable), then the Time Period specified, stated or referred to in the invoice issued by PSIGEN will govern and be the Time Period under this Agreement.

(iv) Purchase Order Documents. For purposes of this Agreement, "Purchase Order Documents" means (A) the applicable valid and mutually agreed to purchase order, acknowledgment, confirmation and/or other similar transaction documents between you and PSIGEN if you placed your order for the Software license directly with PSIGEN, or (B) in the applicable valid and mutually agreed to purchase order, acknowledgment, confirmation and/or other similar transaction documents between you and an Authorized Reseller if you placed your order for the Software license directly with an Authorized Reseller, provided, that PSIGEN must have received complete and accurate copies of the applicable Purchase Order Documents and approved the order placed pursuant thereto.

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(a) Defense. Subject to the limitations, exclusions and conditions set forth in this Agreement, if an unaffiliated third party initiates any claim, suit or other legal action (any of the foregoing, a "Third-Party Claim") against you alleging that your use of the Software infringes any United States patent issued or published as of the Effective Date or any United States copyright existing as of the Effective Date (collectively, "Third-Party Rights"), then PSIGEN will (i) defend you against, or at PSIGEN's option settle (in either case, at PSIGEN's sole discretion and under PSIGEN's sole control), such Third-Party Claim, and (ii) indemnify you against damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) that are included in a final judgment (without right of appeal) against you or in a settlement approved by PSIGEN and that are attributable to your use of the Software. PSIGEN will be relieved of the foregoing obligations, and you will not be entitled to have PSIGEN defend or indemnify you against any Third-Party Claim under this Section 12, unless: (A) all applicable license fees for your Software license that were due and payable to PSIGEN (whether payable by you, an applicable Authorized Reseller or any other party) prior to such Third-Party Claim have been timely paid in full; (B) you are in compliance with, and at all times prior to such Third-Party Claim have performed

and complied with, all of your covenants and obligations under this Agreement; (C) you give PSIGEN written notice of any such Third-Party Claim (including the applicable allegations and relevant details relating thereto) within ten (10) days after you first receive notice or otherwise become aware of such Third-Party Claim by sending an email to accounting@psigen.com with the phrase "Software Infringement Claim - Indemnification Request" stated in the subject line; (D) you permit PSIGEN to assume, control and conduct the defense of such Third-Party Claim with legal counsel of PSIGEN's choice and to settle such Third-Party Claim at PSIGEN's sole discretion; and (E) you fully cooperate with, and provide assistance to, PSIGEN, as reasonably requested by PSIGEN, in any investigation and/or defense conducted by PSIGEN in connection with such Third-Party Claim. Notwithstanding clause (D) above, you may participate in the defense of the applicable Third-Party Claim at your own expense with legal counsel of your choice; provided, however, you will not enter into any settlement that obligates PSIGEN to incur any liability, obligation or expense (including, without limitation, under this Section 12) or make any admission without PSIGEN's prior written consent. In addition, PSIGEN will not be liable for any costs or expense incurred by you without PSIGEN's prior written authorization.

(b) Other Remedial Actions. If (i) an injunction or other legally binding restriction is sought or obtained against your use of any of the Software (or any component(s) thereof), (ii) any of the Software (or any component(s) thereof) is finally adjudicated to infringe any Third-Party Rights or any other United States patent, United States copyright or other proprietary rights of any third party, or (iii) in PSIGEN's sole judgment, any of the Software (or any component(s) thereof) is (are) likely to become the subject of any Third-Party Claim for infringement of any Third-Party Rights or any other United States patent, United States copyright or other proprietary rights of any third party, then in any such event PSIGEN may elect, in its sole discretion and at its expense, to: (A) procure for you the right to use the applicable Software (and/or component(s) thereof) under the applicable third party's proprietary rights consistent with this Agreement; (B) replace the applicable Software (and/or component(s) thereof) with other suitable software (and/or component(s)) that is (are) functionally substantially equivalent to the replaced Software (and/or component(s) thereof); (C) modify the applicable Software (and/or component(s) thereof) so that such modified Software (and/or component(s) thereof) no longer infringes (or in PSIGEN's sole judgment, potentially infringes) any Third-Party Rights or any other United States patent, United States copyright or other proprietary rights of any third party, but remains functionally substantially equivalent to the applicable Software (and/or component(s) thereof) prior to such modification; or (D) terminate this Agreement and the license granted hereunder (without any liability to PSIGEN under this Section 12 or otherwise on account of such termination), and subject to you satisfying all of the refund conditions and requirements described below, authorize a refund to you of the Refundable Portion (as defined below), if any, of the license fee and support contract fee (if applicable) received by PSIGEN (whether paid to PSIGEN by you, an Authorized Reseller or any other party) for your Software license and support contract (if applicable). In the event PSIGEN elects to terminate this Agreement pursuant to clause (D) above, you acknowledge and agree that: (1) this Agreement and the license granted hereunder will terminate immediately upon such election by PSIGEN; (2) you will immediately cease using the Software; (3) in order to receive the Refundable Portion, if any, of the license fee and support contract fee (if applicable) received by PSIGEN for your license and support contract (if applicable), you must timely comply with all the provisions and requirements in clauses (i) through (iv) of Section 21 below following such termination of this Agreement; and (4) if you purchased your Software license through an Authorized Reseller, PSIGEN, in its sole discretion, may require you to obtain your refund of the Refundable Portion directly from such Authorized Reseller and not from PSIGEN.

(c) Refundable Portion. For the purpose of determining the amount of the refund, if any, that you may be entitled to receive in the event that PSIGEN terminates this Agreement and your license

pursuant to clause (D) of Section 12(b) above, the term "Refundable Portion" means the following amount(s) of the license fee and support contract fee (if applicable) received by PSIGEN (whether paid to PSIGEN by you, an Authorized Reseller or any other party) for your license and for an applicable support contract covering your license: (i) if your license is a term license, the portion of such license fee that is allocable on a pro rated basis to (i.e., that would have paid for) any unused portion of the original License Term (or any unused portion of any Extension Period, as applicable) remaining at the time this Agreement and your license are so terminated; and (ii) if your license is a perpetual license: (A) the amount of such license fee, if any, that PSIGEN received (i.e., was paid) during the twelve (12) month period immediately preceding the date that this Agreement and your license are so terminated, plus (B) if your license is covered by a fully paid support contract, the portion of the support contract fee paid for such support contract that is allocable on a pro rated basis to (i.e., that would have paid for) any unused portion of the term of such support contract remaining at the time this Agreement and your license are so terminated. For avoidance of doubt, you acknowledge and agree that as used in this Agreement (including in this Section 12(c)), any "support contract fee" received by PSIGEN covering your Software license means only the support contract fee for the specific applicable support contract (whether annual or for a longer term, if applicable) and does not include any fees for consulting services, professional services, custom development, or any other fees assessed at an hourly rate (if any) paid to PSIGEN.

(d) Exclusions. Notwithstanding the provisions of Section 12(a) above, PSIGEN assumes no liability and will have no obligations to defend or indemnify you under Section 12(a) above for any infringement or alleged infringement of any Third-Party Rights (or any other intellectual property rights or proprietary rights of any third party) to the extent arising out of, based on or resulting from any of the following: (i) any assembly, circuit, combination, method or process in which any of the Software (or any component(s) thereof) may be used but not covering the Software standing alone; (ii) any use, operation or combination of any of the Software (or any component(s) thereof) with any non-PSIGEN software, programs, data, equipment or documentation; (iii) failure to use any Update(s) or Upgrade(s) and/or other modification(s) to any of the Software (or any component(s) thereof) provided by or available from PSIGEN; (iv) any use or operation of any of the Software (or any component(s) thereof) that is not in accordance with the applicable specifications or instructions in the Documentation or any other written instructions given by PSIGEN; (v) any alteration or modification of any of the Software (or any component(s) thereof), unless such alteration or modification was made by PSIGEN pursuant to specifications and designs drafted by PSIGEN; (vi) compliance by PSIGEN, any Authorized Reseller or any other third party with any designs, specifications or instructions prepared or provided by you; (vii) any actions, omissions, facts or circumstances constituting a breach by you of any of your covenants or obligations under this Agreement; (viii) your use of any of the Software (or any component(s) thereof) after receiving notice from PSIGEN or an Authorized Reseller to discontinue such use; or (ix) any claim, suit or other legal action made or brought by you against any third party. In addition, PSIGEN will have no obligations under Section 12(a) above if, as of the Effective Date, you have received notice of allegations of infringement or are engaged in litigation concerning the subject matter of what would otherwise be a Third-Party Claim under this Agreement or with respect to any software or product(s) substantially similar to any of the Software (or any component(s) thereof).

13. Indemnification by You. You agree to defend, indemnify and hold harmless PSIGEN and PSIGEN's affiliates, and their respective past, present and future directors, officers, managers, employees, owners, affiliates, representatives, agents, consultants, contractors, suppliers, licensors, successors and assigns (each, a "PSIGEN Indemnified Party" and collectively, "PSIGEN Indemnified Parties"), from and against any and all claims, actions, causes of action, suits, damages, liabilities, judgments, fines, settlements, fees, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") that may be asserted against, imposed upon and/or incurred by PSIGEN or any other PSIGEN Indemnified Parties to the extent arising out of, based on or resulting from (i) any of the actions or matters described in clauses (i) through (ix) of Section 12(d) above; (ii) any acts or omissions

by you or any of your directors, officers, managers, employees, owners, affiliates, representatives, agents, consultants, contractors or Deemed Authorized Agents in connection with this Agreement or the installation or use of the Software (or any component(s) thereof); (iii) any representations, warranties, guaranties or commitments made by you or any of your directors, officers, managers, employees, owners, affiliates, representatives, agents, consultants, contractors or Deemed Authorized Agents with respect to any of the Software (or any component(s) thereof) or your use of any of the Software (or any component(s) thereof); and/or (iv) any breach or default by you of any of your covenants or obligations under this Agreement. PSIGEN will cooperate with, and provide assistance to, you, as reasonably requested by you, in any investigation and/or defense conducted by you in connection with such claim, suit or other legal action covered by this Section 13. Notwithstanding the foregoing, you will not settle any third-party claim against PSIGEN (or any other PSIGEN Indemnified Parties) unless such settlement completely and forever releases PSIGEN (and any other applicable PSIGEN Indemnified Parties) from any liability with respect thereto or unless PSIGEN (and any other applicable PSIGEN Indemnified Parties) provides its/their prior written consent to such settlement. Subject to PSIGEN's rights under Section 14 below, in any action for which you provide a defense on behalf of PSIGEN (and/or any other applicable PSIGEN Indemnified Parties) pursuant to this Section 13, PSIGEN (and any other applicable PSIGEN Indemnified Parties) may participate in such defense at its/their own expense with legal counsel of its/their choice.

14. Intellectual Property Litigation. Notwithstanding any provision of Section 13 above to the contrary, and without limiting your obligations to indemnify and hold harmless PSIGEN and all PSIGEN Indemnified Parties from and against all Damages arising from any claims, actions, causes of action, suits or proceedings covered by any provision(s) of Section 13 above, PSIGEN will have the sole and exclusive right to assert claims and demands, and to bring or defend any legal action, including any court proceedings: (i) relating to any actual or alleged infringement of any of PSIGEN's proprietary rights or intellectual property rights by any third party, (ii) relating to any allegation(s) that any of PSIGEN's proprietary rights or intellectual property rights infringe any proprietary rights, intellectual property rights or other rights of any third party, and/or (iii) to otherwise protect and defend any of PSIGEN's proprietary rights or intellectual property rights. You will assist and cooperate with PSIGEN in connection with any such claim, demand or legal action instituted or defended by PSIGEN.

15. Exclusive Remedy. THE PROVISIONS OF SECTION 12 ABOVE SET FORTH THE ENTIRE LIABILITY AND OBLIGATIONS OF PSIGEN AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY THIRD-PARTY ALLEGATIONS OR CLAIMS OF INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT BY ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF). ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT PSIGEN WILL HAVE NO LIABILITY OR OBLIGATIONS WHATSOEVER TO YOU WITH RESPECT TO ANY SUCH INFRINGEMENT ALLEGATIONS OR CLAIMS UNLESS EXPRESSLY REQUIRED, AND THEN ONLY TO THE EXTENT SO REQUIRED, UNDER SECTION 12 ABOVE.

16. Limitations on Liability.

(a) Limitations. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER DOCUMENTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL PSIGEN OR ANY OTHER PSIGEN INDEMNIFIED PARTY HAVE ANY OBLIGATION OR LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED) OR ANY OTHER LEGAL THEORY) FOR THE COST OF COVER OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OR LIABILITIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY (i) MALFUNCTIONS, DELAYS OR INTERRUPTION OF SERVICE, (ii) LOSS OF USE, REVENUE, BUSINESS OR ANTICIPATORY PROFITS, (iii) LOST OR DAMAGED DATA, OR (iv) ANY OTHER COMMERCIAL OR ECONOMIC LOSS) ARISING OUT

OF, BASED ON OR PERTAINING TO THIS AGREEMENT, ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF), ANY DOCUMENTATION, ANY PHYSICAL MEDIA ON WHICH PSIGEN PLACES ANY OF THE SOFTWARE (IF APPLICABLE), AND/OR ANY OTHER MATERIALS, DATA, TECHNOLOGY, ITEMS AND/OR SERVICES LICENSED, SOLD AND/OR PROVIDED BY PSIGEN UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF PSIGEN OR ANY OTHER PSIGEN INDEMNIFIED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES OR IF SUCH DAMAGES OR LIABILITIES ARE FORESEEABLE. IN ADDITION, THE MAXIMUM AGGREGATE LIABILITY OF PSIGEN (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED) OR ANY OTHER LEGAL THEORY) ARISING OUT OF, BASED ON OR PERTAINING TO THIS AGREEMENT, ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF), ANY DOCUMENTATION, ANY PHYSICAL MEDIA ON WHICH PSIGEN PLACES ANY OF THE SOFTWARE (IF APPLICABLE), AND/OR ANY OTHER MATERIALS, DATA, TECHNOLOGY, ITEMS AND/OR SERVICES LICENSED, SOLD AND/OR PROVIDED BY PSIGEN UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR INDEMNIFICATION UNDER SECTION 12(a) ABOVE WITH RESPECT TO ANY ALLEGED OR CLAIMED INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT BY ANY OF THE SOFTWARE OR ANY COMPONENT(S) THEREOF), WILL IN NO EVENT AND UNDER NO CIRCUMSTANCES EXCEED THE FOLLOWING: (A) IF YOUR LICENSE IS A TERM LICENSE, THE TOTAL AMOUNT OF THE LICENSE FEE RECEIVED BY PSIGEN (WHETHER PAID TO PSIGEN BY YOU, AN AUTHORIZED RESELLER OR ANY OTHER PARTY) FOR YOUR USE OF THE SOFTWARE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ASSERTION OF THE APPLICABLE CLAIM (i.e., THE PORTION OR AMOUNT OF SUCH LICENSE FEE THAT IS ALLOCABLE TO, AND PAID FOR, YOUR USE OF THE SOFTWARE DURING SUCH TWELVE (12) MONTH PERIOD, REGARDLESS OF WHEN SUCH LICENSE FEE WAS ACTUALLY RECEIVED BY PSIGEN); AND (B) IF YOUR LICENSE IS A PERPETUAL LICENSE, THE TOTAL AMOUNT, IF ANY, OF THE LICENSE FEE FOR YOUR USE OF THE SOFTWARE THAT WAS RECEIVED BY PSIGEN (WHETHER PAID TO PSIGEN BY YOU, AN AUTHORIZED RESELLER OR ANY OTHER PARTY) DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ASSERTION OF THE APPLICABLE CLAIM.

(b) Disclaimer of Authorized Reseller Damages. WITHOUT LIMITING THE GENERALITY OR PROVISIONS OF SECTION 16(a) ABOVE, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL PSIGEN OR ANY OTHER PSIGEN INDEMNIFIED PARTY BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES WHATSOEVER ARISING OUT OF, BASED ON OR RESULTING FROM, ANY ACTIONS OR OMISSIONS OF ANY AUTHORIZED RESELLER OR ANY EMPLOYEES, REPRESENTATIVES OR OTHER AGENTS OF ANY AUTHORIZED RESELLER IN CONNECTION WITH USING, ADVERTISING, MARKETING, PROMOTING, SELLING AND/OR DISTRIBUTING ANY OF THE SOFTWARE AND/OR PROVIDING RELATED SUPPORT SERVICES TO YOU OR ANY OTHER PERSON OR ENTITY, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF, BASED ON OR RESULTING FROM (i) ANY ADDITIONAL, EXCESSIVE OR UNAUTHORIZED WARRANTY MADE WITH RESPECT TO ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF) OR THE FUNCTIONALITY, CAPABILITIES OR PERFORMANCE OF ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF), (ii) AN AUTHORIZED RESELLER'S FAILURE TO PERFORM ANY OF ITS COVENANTS OR OBLIGATIONS TO YOU UNDER ANY APPLICABLE PURCHASE ORDER DOCUMENTS OR UNDER ANY MAINTENANCE, SUPPORT AND/OR SERVICE CONTRACTS BETWEEN YOU AND SUCH AUTHOURIZED RESELLER, (iii) ANY OTHER OR ADDITIONAL OBLIGATIONS THAT AN AUTHORIZED RESELLER MAY HAVE TO YOU, (iv) ANY OTHER PRODUCTS OR SERVICES THAT AN AUTHORIZED RESELLER MAY SELL, PROVIDE OR SUPPLY TO YOU, REGARDLESS OF WHETHER YOU PURCHASED THE SOFTWARE LICENSE THROUGH SUCH AUTHORIZED RESELLER AS A STAND-ALONE PRODUCT OR TOGETHER WITH OTHER PRODUCTS OR SERVICES AS PART OF A SOLUTION THAT CONTAINS AND/OR IS USED IN CONJUNCTION WITH ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF), OR (v) ANY ALTERATIONS, MODIFICATIONS OR REPAIR TO ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF) DONE WITHOUT PSIGEN'S PRIOR WRITTEN APPROVAL.

(c) Basis of the Bargain; Failure of Essential Purpose. You acknowledge and agree that PSIGEN

has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between you and PSIGEN. You acknowledge and agree that all limitations and exclusions of liabilities and all disclaimers of warranties and damages specified in this Agreement (including, without limitation, all of those contained in Section 10, Section 11, Section 15, Section 16(a) and Section 16(b) above) will survive, apply and limit and exclude the specified liabilities, damages and warranties even if (i) there is a fundamental breach or a breach of the fundamental terms of this Agreement, (ii) any exclusive remedy provided for in this Agreement fails of its essential purpose, and/or (iii) any other limitation(s), exclusion(s) and/or disclaimer(s) herein is/are found to have failed of its/their essential purpose(s).

17. **Certain Restrictions; Right to Audit.** The non-exclusive, limited and restricted license granted to you herein sets forth the entirety of your rights to use, reproduce and otherwise deal with the Software and the Documentation. PSIGEN reserves all rights to the Software (and all components thereof) and the Documentation not expressly granted to you in this Agreement, including, without limitation, exclusive ownership by PSIGEN (and, as applicable, its suppliers and licensors) of all ownership and proprietary rights associated therewith. Without limiting the generality of the foregoing, the license granted herein does not include the right to, and, without the prior written consent of PSIGEN, you will not, directly or indirectly:

(i) license, re-license, sublicense, sell, resell, lease, sublease, rent, export, re-export distribute, market, commercialize or otherwise transfer or grant to any third party any rights (including any rights of usage and/or reproduction) in or to, or permit concurrent or any other usage of, the Software (or any component(s) thereof) or the Documentation;

(ii) in addition to, and without limiting the generality of any of the restrictions in clause (i) above, use or provide use of the Software (or any component(s) thereof) in or in connection with any computer service business, service bureau business or arrangement, third-party outsourcing facility or service, network, or timesharing business or arrangement with or to users who are not properly licensed by PSIGEN;

(iii) alter, modify, adapt, translate, reverse engineer, decrypt, disassemble, decompile, merge or separate the Software (or any component(s) thereof), or attempt to determine any portion of the source code or any trade secrets with respect to the Software (or any component(s) thereof), or prepare or create any Derivative Work(s) based on the Software (or any component(s) thereof);

(iv) assign or transfer this Agreement or your license to the Software, except as expressly permitted by Section 25 below;

(v) use the Software (or any component(s) thereof) or permit the Software (or any component(s) thereof) to be used in medical life support, aircraft instrumentation or any other use where failure or misuse may cause harm, injury or death to human life;

(vi) use the Software (or any component(s) thereof) or permit the Software (or any component(s) thereof) to be used, or import or export the Software (or any component(s) thereof), in violation of any laws or regulations of any government or governmental agency;

(vii) use the Software (or any component(s) thereof) or permit the Software (or any component(s) thereof) to be used in any country that is not a signed and ratified party to the Berne Convention for the Protection of Literary and Artistic Works, as amended;

(viii) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the Software or the Documentation; or

(ix) circumvent or attempt to circumvent any methods employed by PSIGEN to control access to the components, features or functions of the Software, to prevent unauthorized use of the Software, or to control the capacity of the Software.

You acknowledge and agree that PSIGEN may audit any installation or use of the Software to confirm compliance with the terms of this Agreement.

18. **Export / Import Restrictions.** You acknowledge that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, including the Software. You agree that you will not export or re-export the Software (or any component(s) thereof) in any form without the appropriate United States and foreign government licenses. In addition, you represent and warrant that (i) no relevant agency has suspended, revoked or denied your export and/or import privileges; (ii) you are not located in or under the control of a national or resident of, a jurisdiction where this transaction is prohibited; and (iii) you will not, in any manner whatsoever, either remove, convey, export, import or transmit the Software (or any component(s) thereof) from or to your jurisdiction in violation of the applicable laws and regulations.

19. **Collection and Use of Customer Information; Consent to Publication.** You acknowledge that PSIGEN will gather end user registration information. This information will be used for customer notifications and to make decisions relating to support, product and business issues. PSIGEN will not use your name or other information except as permitted under this Agreement and/or by applicable law. You consent to (i) any written and/or oral disclosure by PSIGEN of your name as an end user of PSIGEN's Software and/or services in a factual listing or statement naming PSIGEN customers (with or without a list of the category of software licensed by you), and (ii) any use and/or disclosure of your name on any such listing of PSIGEN's customers to be published within marketing and promotional materials, in presentations, on trade show signs and materials and on PSIGEN's website, and to be provided to financial and industry analysts. PSIGEN will seek your prior written authorization for use of your name for promotional activities beyond those mentioned above, which may include press releases and brochures, or descriptions of the specific software and/or services provided by PSIGEN.

20. **Termination of License.**

(a) **Expiration of Term License.** If your license is a term license, your license and rights to use the Software under this Agreement will terminate automatically at the expiration of the License Term (as defined in Section 1(c)(i) above), subject to earlier termination as provided herein. Notwithstanding the foregoing, the original License Term may be extended one time for up to a maximum of one (1) additional year (without changing any other applicable terms of your license) if: (i) you or the Authorized Reseller through which you purchased the term license (if applicable) notifies PSIGEN of the requested extension prior to the expiration of the original License Term by sending an email to accounting@psigen.com with the phrase "Term License - Extension Request" stated in the subject line and requesting such extension in the body of the email itself or in an attached purchase order to such email, either of which may constitute the Purchase Order Documents for such extension (provided, however, if the purchasing, procurement and/or payment policies of the person or entity submitting such requested extension require that an actual purchase order be issued to PSIGEN in order for PSIGEN to collect payment, then the request for such extension must be submitted in a purchase order attached to such email and may not be made only in the body of such email); (ii) PSIGEN, in its sole discretion, accepts and agrees to the requested extension by issuing to you or such Authorized Reseller (as applicable) an invoice for the then applicable license fee(s) (including license fees to use any applicable

Connectivity Features(s) relating to your license) charged by PSIGEN for the requested extension period (the "Extension Period"), and (iii) you or such Authorized Reseller (as applicable) pays PSIGEN such applicable license fee for the Extension Period. If your term license is validly extended pursuant to this Section 20(a), your License Term will include the applicable Extension Period and your license and rights to use the Software under this Agreement will terminate automatically at the expiration of such Extension Period, subject to earlier termination as provided herein. You acknowledge and agree that all of the terms and conditions relating to your license (other than the length of the License Term) will remain unchanged and be in full force and effect during the Extension Period, including, without limitation, whether your license is for concurrent use or use by a named user, any applicable volume limitations, and the right to use (and obligation to pay for) any applicable Connectivity Features relating to your license. You also acknowledge and agree that if there is any conflict between the Extension Period stated or referred to in your applicable Purchase Order Documents for the requested extension of your License Term (whether given to PSIGEN by you or an Authorized Reseller, if applicable), and the Extension Period stated in the invoice issued by PSIGEN for such requested extension (whether issued to you or to such Authorized Reseller, as applicable), then the Extension Period stated in the invoice issued by PSIGEN will govern and be the Extension Period.

(b) Termination for Breach. PSIGEN will be entitled to terminate this Agreement and/or the license granted hereunder upon written notice to you if: (i) you fail to pay any applicable license fee(s) for the Software, including any applicable license fee for a requested Extension Period; (ii) PSIGEN does not receive payment of any applicable license fee(s) for the Software, including any applicable license fee for a requested Extension Period, whether such payment is withheld by you, by any applicable Authorized Reseller or by any other party otherwise involved in the transaction; or (iii) you breach or fail to perform any covenant or obligation you have under this Agreement and, provided that such breach or failure to perform is of such a nature that it can be cured, you fail to cure such breach or failure to perform within ten (10) days after receiving written notice thereof from PSIGEN.

(c) Termination for Insolvency. PSIGEN may terminate this Agreement and/or the license granted hereunder immediately upon written notice to you if: (i) you cease to function as a going concern, suspend or discontinue your business or otherwise cease to conduct operations in the normal course of business; (ii) you become insolvent or admit in writing your inability to pay your debts as they mature; (iii) you make or execute an assignment for the benefit of creditors; (iv) a trustee, receiver or similar authority is appointed for you or for a substantial portion of your assets; or (v) you become subject to any bankruptcy or insolvency proceeding (whether voluntary or involuntary) under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws.

21. Effect of Termination. Upon the expiration of the License Term (including, if applicable, any Extension Period) if your license is a term license, or upon any earlier termination of this Agreement and/or the license granted hereunder if your license is a term license or a perpetual license, all of your license rights to use the Software and the Documentation will immediately terminate and cease to exist. Following the expiration of the License Term (including, if applicable, any Extension Period) if your license is a term license, or any earlier termination of this Agreement and/or the license granted hereunder if your license is a term license or a perpetual license: (i) you will immediately discontinue all use of all of the Software; (ii) you will promptly and permanently remove and purge all copies of the Software and any Documentation from all computers, computer storage, tablets, phones, other electronic devices and/or other media on which either was stored; (iii) you will promptly either return to PSIGEN or destroy all physical / tangible copies of the Software (including any physical media and/or dongles on which any of the Software is stored) and any Documentation; and (iv) if PSIGEN requests, you will promptly certify in writing to PSIGEN's reasonable satisfaction that you have fully complied with and completely discharged your obligations under clause (ii) and clause (iii) above with respect to the permanent removal and purging of all such electronic copies and the return or destruction of all such

physical / tangible copies of the Software and any Documentation, respectively. Except as expressly limited by this Agreement, termination of this Agreement and/or the license granted hereunder will be without prejudice to any other remedy that may be available to PSIGEN due to your breach or default of this Agreement. Without limiting the generality of the foregoing, you acknowledge and agree that whether your license is a term license or a perpetual license, if PSIGEN terminates this Agreement and/or the license granted hereunder pursuant to Section 20(b) or Section 20(c) above, you will not be entitled to any refund of any license fee(s) that you paid for the license (including any applicable license fee for a requested Extension Period if your license is a term license) or any fee(s) that you paid for any support contract(s) covering your license, regardless of whether you paid such license fee(s) or support contract fee(s) directly to PSIGEN or to an Authorized Reseller.

22. Cumulative Remedies; Equitable Relief. Subject to the limitations expressly set forth herein (including, without limitation, the limitations on your remedies and PSIGEN's liabilities set forth in Sections 10, 15 and 16 above), all of your rights and remedies and all of PSIGEN's rights and remedies, whether at law, in equity, hereunder or otherwise, are cumulative (and not alternative) of each other and of every other right or remedy you or PSIGEN may otherwise have, and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies. In addition, and without limiting the generality of the foregoing, you understand and acknowledge that your breach or violation of various provisions of this Agreement may result in irreparable harm and damage to PSIGEN, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach or violation would not be reasonable or adequate compensation to PSIGEN. Accordingly, you agree that if you violate or threaten to violate any provision of this Agreement, then in addition to any other remedy that may be available at law, in equity, under this Agreement or otherwise, PSIGEN will be entitled to seek and obtain equitable remedies, including specific performance and injunctive relief, without posting bond or other security, and without the necessity of proving actual damages.

23. Survival of Certain Provisions. The provisions of Section 1(e), Section 1(f), Section 4, Section 5, Section 6 and Sections 8 through 37 (and any other Section or provision of this Agreement that by its nature is intended to survive any termination hereof), and your and PSIGEN's obligations under such Sections and provisions will survive the expiration of the License Term if your license is a term license, or any earlier termination of this Agreement and/or the license granted to you hereunder if your license is a term license or a perpetual license. You acknowledge and agree that the survivability of such provisions in this Agreement does not imply and will not create any continued right to use the Software or the Documentation after the expiration of the License Term or any earlier termination of this Agreement and/or the license granted to you hereunder.

24. U.S. Government End Users. The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant and subject to the terms and conditions in this Agreement. Unpublished-rights reserved under the copyright laws of the United States by PSIGEN Software, Inc., 5800 NE 7th Avenue, Boca Raton, FL 33487-4115.

25. Assignment. You will not rent, lease or sublicense the Software. You will not assign or otherwise transfer your license to use the Software or the Documentation under this Agreement or any other rights or obligations you have under this Agreement (whether by voluntary assignment, operation of law or otherwise) without the prior written consent of PSIGEN, which PSIGEN may grant or withhold in its sole

discretion. Without limiting the generality of the foregoing prohibition on assignment and transfer, each of the following will constitute an assignment and/or transfer by you and require the prior written consent of PSIGEN under this Section 25 for you to retain your license under this Agreement: (i) a sale of all or substantially all of your assets, (ii) a merger of you with or into another entity, (iii) a change in your ownership (including, without limitation, the sale, assignment or other transfer of 50% or more of the stock, membership interests or other equity interests in you), and (iv) a change of control in or of your management. If PSIGEN, in its sole discretion, elects to consent to any proposed assignment or transfer of your license and rights hereunder, such consent may be conditioned on the satisfaction of any applicable requirements that PSIGEN may impose. Such conditions precedent and requirements may include, without limitation: (a) you completing a PSIGEN assignment / transfer request form; (b) if your license is a perpetual license, that your license is covered by a current PSIGEN support contract and has been continuously covered by one or more PSIGEN support contracts from the Effective Date through the date of the requested assignment; (c) you certifying that you have provided this Agreement, all copies of the Software pertaining to this license and all accompanying Documentation to the proposed assignee; (d) the proposed assignee has agreed in writing, in form and substance satisfactory to PSIGEN, to be bound by all the terms and conditions of this Agreement; and (e) you acknowledging and agreeing that such assignment will not release you from any obligations or liabilities that you may have under this Agreement or otherwise relating to the Software unless PSIGEN, in its sole and absolute discretion, agrees to such release. PSIGEN may assign this Agreement, and all of PSIGEN's rights and obligations hereunder, to any other party at any time without your prior consent. Upon any such assignment by PSIGEN and the assumption by the applicable assignee of PSIGEN's obligations under this Agreement, PSIGEN will automatically be released from any and all obligations and liabilities relating to this Agreement.

26. **Successors and Assigns.** This Agreement will bind and inure to the benefit of and be enforceable by you and PSIGEN and your and PSIGEN's respective successors and permitted assigns.

27. **Entire Agreement.** This Agreement constitutes the complete agreement and understanding between you and PSIGEN with respect to the subject matter hereof and supersedes all oral negotiations and prior oral or written understandings, covenants or agreements with respect to the matters referred to in this Agreement. In addition, and without limiting the generality of the foregoing, no provisions contained in any Purchase Order Documents used or issued by you or by any Authorized Reseller and relating to the purchase and/or sale of the Software license described herein, an Extension Period for such Software license (if it is a term license), or any support contract relating to such Software license will affect or modify the terms of this Agreement or, except as specifically provided in Section 1(e) above, be of any force or effect or binding on PSIGEN, regardless of the date of any such Purchase Order Documents and regardless of whether any such Purchase Order Document(s) is (are) accepted by PSIGEN. Such provisions will be null and void and deemed deleted from the applicable Purchase Order Documents.

28. **Amendments.** No modification or amendment of this Agreement will be effective unless it is in writing and signed by you and by PSIGEN.

29. **Delays or Omissions; Waivers.** No delay or omission to exercise any right, power or remedy accruing to you or PSIGEN under this Agreement, upon any breach or default of the other party under this Agreement, will impair any such right, power or remedy of such non-breaching or non-defaulting party nor will it be construed to be a waiver of any such breach or default, or an acquiescence therein, or a waiver of or an acquiescence in any similar breach or default thereafter occurring; nor will any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of you or PSIGEN of any breach or default under this Agreement, or any waiver on the part of you or PSIGEN of

any provisions or conditions of this Agreement, must be in writing and will be effective only to the extent specifically set forth in such writing.

30. **Governing Law; English Language.** This Agreement and the respective rights and obligations of the parties hereunder will be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law thereof or to the United Nations Convention on Contracts for the International Sale of Goods, neither of which will apply to this Agreement. The version of this Agreement in the English language, and no other language (or any version of this Agreement that is translated into any other language, if applicable), will be used to govern, construe and interpret any of the provisions hereof and/or any of the rights or obligations of you and PSIGEN hereunder.

31. **Consent to Jurisdiction; Venue.** You agree that any actions or proceedings arising in connection with this Agreement that may be brought in court will be tried and litigated exclusively (i) in the state and federal courts located in Orange County, California, United States, or (ii) in such other venue as PSIGEN, in its sole discretion, may elect to bring such action or proceeding. The aforementioned choices of venue are intended by you and PSIGEN to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between you and PSIGEN with respect to or arising out of this Agreement in any jurisdiction other than as specified in clauses (i) or (ii) above in this Section 31. You and PSIGEN each hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Agreement, and stipulates that the state and federal courts located in the Orange County, California, United States and, if applicable, the state and federal courts located in such other venue as PSIGEN, in its sole discretion, may elect to bring any action or proceeding, will have in personam jurisdiction and venue over you and PSIGEN for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against you or PSIGEN in any action or proceeding will be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

32. **Attorneys' Fees.** If any action at law or in equity (including any arbitration) is brought to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

33. **Third-Party Beneficiaries.** The covenants set forth in this Agreement are intended solely for the benefit of you, PSIGEN and your and PSIGEN's respective successors and permitted assigns. Except as otherwise provided in this Section 33, nothing in this Agreement, whether express or implied, will confer upon any person or entity, other than you, PSIGEN and such successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement. Notwithstanding the foregoing, you acknowledge and agree that: (i) if the Software includes any software developed and/or any intellectual property rights owned by any PSIGEN supplier(s) or licensor(s), then each such supplier or licensor is intended to be, and will be, a third-party beneficiary of your acknowledgements, agreements and obligations under this Agreement and the applicable restrictions on you hereunder (including, without limitation, those under Section 4, Section 5 and Section 17 above); (ii) each of the PSIGEN Indemnified Parties referred to in Section 13 above is intended to be, and will be, a third-party beneficiary of your indemnification obligations under Section 13 of this Agreement; and (iii) each third-party beneficiary referred to in clause (i) or (ii) above will have full authority to enforce such third-party beneficiary's rights as a third-party beneficiary hereunder and your obligations to such third-party beneficiary hereunder (including, without limitation, the rights of and your obligations to the PSIGEN Indemnified Parties under Section 13 above).

34. Notices. You agree to give PSIGEN written notice of any claim under PSIGEN's 90-day limited warranty for the Software or any Third-Party Claim for which you seek indemnification in the manner and within the time periods required by Section 10 above or Section 12(a) above, as applicable. If your license is a term license, you agree to give (or, if applicable, to cause the Authorized Reseller to give) PSIGEN written notice of any request for an Extension Period in the manner and within the time periods required by Section 20(a) above. PSIGEN may give you any written notice required or permitted by this Agreement via email to any email address you designate to receive such notices, or via personal delivery, courier, overnight delivery or certified or registered mail addressed to any address that PSIGEN has on file for you, whether set forth in any applicable Purchase Order Documents, furnished by an Authorized Reseller (if applicable), provided by you in any product or end user registration information or otherwise. Any such written notice from PSIGEN to you will be deemed sufficient: (i) upon being sent by PSIGEN, when sent via email, (ii) upon receipt, when delivered personally or by courier, (iii) one (1) business day after it is sent, if sent for next business day delivery by overnight delivery service, or (iv) three (3) business days after being deposited in the United States mail as certified or registered mail with postage prepaid. You or PSIGEN may change the applicable email address or address to which the other party will deliver notices by sending written notice to the other party in accordance with the above provisions and stating in such written notice that the applicable email address and/or other address is being changed pursuant to this Section 34 and for purposes of receiving notices under this Agreement.

35. Force Majeure. Except for payment of monies, neither you or PSIGEN will be liable for failure to fulfill its obligations under this Agreement or for delays in delivery due to causes beyond its reasonable control, such as and including, without limitation, acts of God, acts of terror, man-made or natural disasters, earthquakes, fires, riots, floods, material shortages, strikes and delays in transportation. The time for performance of any such obligation will be extended for the time period lost by reason of the delay.

36. Severability. It is the desire and intent of the parties hereto that each of the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement will be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, will be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it will, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

37. Headings. The section headings, titles and captions used herein are for reference and convenience only. Such headings, titles and captions will not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement or any part hereof; nor will such headings, titles and captions be considered in construing or interpreting this Agreement or otherwise be given any legal effect.

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Page 1

PSIGEN EULA (Combined)_(2017-01-18)