

End User License Agreement

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This End User License Agreement (“EULA”) is an integral part of your agreement to use the Hardware, any and all versions and variations of the Software, or any other components (collectively, the “Product Solution”) and/or Services provided by BluVector, either directly or through its authorized reseller. Please read this EULA carefully. If you engage in any of the activities prohibited by this EULA, BluVector may exercise a variety of legal remedies, including, but not limited to, the suspension or termination of your access to the Product Solution. Use of and access to the Product Solution and/or Services are expressly conditioned to the terms and conditions of this EULA. **By using the product solution, you accept and agree to be bound by the terms of this EULA.**

This EULA is designed to help protect BluVector, BluVector’s customers and the Internet community in general from irresponsible and/or illegal activities. This EULA includes a non-exclusive list of the actions prohibited by BluVector and BluVector reserves the right to modify this EULA at any time. BluVector reserves the sole and absolute right to interpret, apply, define and implement this EULA.

a. Certain Definitions.

Affiliate: An entity that controls, is controlled by, or is under common control with a party. For purposes of this definition, the terms “controls”, “controlled by” or “under common control with” shall mean the possession, direct or indirect, of the power to control the management of an entity, whether through the ownership of voting securities, by contract or otherwise.

BluVector: BluVector, Inc. References to BluVector in Sections (u) and (v) shall also include BluVector, Inc.’s Affiliates and such Affiliates’ and BluVector, Inc.’s respective directors, officers, employees, agents, suppliers, licensors, successors, and assigns, as the case may be.

Documentation: User manuals, help files, specifications, supplemental materials, user data/information, and other related technical references provided to help users understand the Software features and functions, but not including marketing materials.

End User: Any user of the Product Solution.

Hardware: The hard drive on which the Software is embedded, and any other hardware components of the Product Solution.

Hardware Lease Term: The lease term applicable to the Hardware as set forth in the applicable Sales Order.

Licensed Purpose: Malware detection in your network(s).

Sales Order: The order placed with and accepted by BluVector for the Product Solution and/or Services, which includes a description of the number and SKU type of the Product Solution and/or Services purchased.

Services: All services that BluVector provides to you, either directly or through its authorized reseller, including support services and professional services, as applicable, which may be offered (a) as part of a defined package; or (b) on an ad-hoc basis.

Services Term: The services term applicable to the Services as set forth in the applicable Sales Order.

Software: Licensed software, and any Updates or Upgrades thereto, designed to enable the Product Solution.

Software License Term: The perpetual or limited subscription-based term for which the Software is licensed as set forth in the applicable Sales Order.

Territory: Worldwide, except for the OFAC Excluded Countries.

Unassociated Data: Any and all aggregated and anonymized Customer Data (as defined in Section (m)).

Update: A minor revision, modification or addition made to the Software, such as a bug fix, if any, that is made available by BluVector

Upgrade: A major revision to the Software, as indicated by a different version number, if any, that is made available by BluVector.

b. **Software License.** Subject to the terms of this EULA, you and your End Users may use the Software only for the Licensed Purpose during the Software License Term set forth in the applicable Sales Order and only in the Territory, solely (i) in machine-readable object code form, (ii) as embedded on the Hardware, and (iii) in accordance with the applicable Documentation and this EULA. You shall not, and shall ensure that your End Users do not, claim title to, or an ownership interest in, the Software (or any derivations or improvements thereto). You and your End Users shall not copy the Software for any purpose. You may copy, print or reproduce the Documentation solely for the purpose of using the Product Solution, provided that you include in any whole or partial reproduction of the Documentation all copyright and proprietary rights legends appearing in such Documentation as furnished by BluVector. You may not sell or transfer any copy of the Documentation.

c. **Hardware.** You shall not attempt to repair or otherwise tamper with the Hardware or permit others to do so, and shall not use the Hardware for any purpose other than as authorized by this EULA. You shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Hardware and (ii) be responsible for damage to, or loss of, Hardware caused by you or your End Users' acts or omissions, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of BluVector. Your use and your End Users' use of the Hardware (whether purchased or leased) shall be subject to any terms required by the applicable original equipment manufacturer

("OEM") to be passed through ("OEM Terms"). In addition, as a result of the purchase and use of the Hardware, you agree to the applicable OEM's end user license terms located on the applicable OEM Website (as defined below) (each an "OEM End Customer Agreement"), as applicable and as required by the applicable OEM. In addition, you hereby authorize BluVector to accept such End Customer Agreement, if applicable, on your behalf and to agree to be bound by such terms as if you had accepted such terms directly. In addition, to the extent permitted by law, certain OEMs may include terms and conditions for the Hardware in the equipment box itself and by use of such equipment, you agree to be bound by such terms and conditions. In each case, any such OEM terms represent your sole contractual terms as it relates to the ongoing use and performance of the applicable Hardware. With regard to any firmware licenses or OEM-provided support packages associated with the Hardware, the commencement and length of the term of each of the applicable firmware licenses and/or OEM support package will be dictated by the applicable OEM's terms and conditions. Commencement of the manufacturer warranty will be in accordance with the applicable OEM's policies. For any purchased Hardware, BluVector is acting only as a reseller and therefore the only warranties that accompany the Hardware are the warranties that are provided by the OEM of the Hardware, if any (refer to the applicable OEM's website ("OEM Website") for details regarding all manufacturer's warranties). Except for such OEM-provided warranties, all Hardware provided by BluVector hereunder and associated operating software and/or firmware is provided on an "as-is" basis. BLUVECTOR DOES NOT PROVIDE ANY WARRANTIES ON THE HARDWARE AND EXPRESSLY DISCLAIMS ANY LIABILITY WITH RESPECT TO HARDWARE.

d. **Prohibited Uses.** Except as expressly permitted in this EULA, you and your End Users shall not (and shall not allow any third party to) use the Product Solution (I) for any purpose in violation of any law, rule, regulation or policy of any government authority, (II) in violation of this EULA, (III) for any use as to which you or your End Users have not obtained all required government approvals, authorizations, licenses, consents and permits, (IV) for any fraudulent purpose, or (V) to interfere unreasonably with the use of BluVector products or services by others. In addition, you and your End Users shall not (and shall not allow any third party to): (i) copy the Software, the Documentation or related materials, (ii) reverse engineer, reverse compile, reverse assemble, disassemble, translate or otherwise attempt to discover any source code or underlying ideas or algorithms of the Software, (iii) provide, lend, disclose, exploit, circumvent, disable or otherwise allow others to use the Product Solution for the benefit of any third party, except as expressly and specifically authorized in a signed writing by BluVector, (iv) sell, lease, license, sublicense, resell, share, distribute, transfer or create derivative works of any Software or otherwise make available to third parties the Product Solution (or any component thereof) or Services, (v) remove, alter or deface any copyright or other proprietary notices, labels or marks from the Product Solution, (vi) revise, alter, modify, enhance or otherwise change the Product Solution (or any component thereof), (vii) use any Update or Upgrade beyond those to which you are entitled or with any Software to which you do not have a valid, current license, (viii) use any Software on a time sharing, service bureau, application service provider (ASP), rental or other similar basis, (ix) use any Software other than with products provided by BluVector, or combine any Software with software or products other than the Hardware, (x) circumvent or disable BluVector copyright protection mechanisms or license management mechanisms, (xi) use any Software to violate any rights of any third party, including, without limitation, any intellectual property rights, or (xii) attempt to use the Software on a standalone basis. BluVector expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

e. **Documentation.** You may copy, print or reproduce the Documentation solely for the purpose of using the Product Solution, provided that you include in any whole or partial reproduction of the Documentation all copyright and proprietary rights legends appearing in such Documentation as

furnished by BluVector or its authorized reseller. You may not sell or transfer any copy of the Documentation. You shall return or destroy any Documentation upon expiration of your Hardware Lease Term and Software License Term.

f. **Use Policies.** You acknowledge and agree that, in addition to this EULA, your and your End Users' use of the Product Solution shall be subject to any use policies and/or security policies ("**Use Policies**"), which BluVector reserves the right to implement from time to time in BluVector's sole discretion, and which may limit your and your End Users' use of the Product Solution. Any such Use Policies shall become effective as of the earlier of (i) the date BluVector posts such Use Policies on its website, or (ii) the date BluVector makes such Use Policies available to you. BluVector may change or modify the Use Policies from time to time ("**Revisions**") by posting such Revisions to BluVector's website or otherwise making such Revisions available to you. Any Revisions shall become effective as of the earlier of (i) the date BluVector posts such Revisions on its website or (ii) the date BluVector makes such Revisions available to you.

g. **Remedies for Violation.** In the event you or your End Users breach your obligations set forth in this EULA or any Use Policies, BluVector shall, in addition to any and all other rights and remedies under law or in equity, have the right to act immediately and without notice to you to restrict, suspend or terminate your right to use the Product Solution (or any component thereof) and/or Services. You acknowledge and agree that BluVector is not obligated to detect or report unauthorized or fraudulent use of the Product Solution (or any component thereof) to you.

h. **Obligation to Notify BluVector of Breach.** Without limiting anything in this EULA, if you become aware of any breach or suspected breach of this EULA, you shall promptly notify BluVector and provide BluVector with assistance which it may request in order to investigate any such breach and enforce this EULA.

i. **Protection of Branding and Marking.** You shall not disassemble, re-brand, re-bundle, re-label or white-label or otherwise modify the Product Solution in any manner, nor take any action inconsistent with BluVector's logos, trademarks, or tradenames, or service marks ("**Marks**") and BluVector's ownership of the same. You shall fully reproduce any Marks, copyright or other notices marked on any part of the Product Solution and you shall not alter or remove any such notices, Marks or designations, whether such notices, Marks or designations belong to BluVector or other parties.

j. **Third Party Software.** BluVector may use, and in connection with accessing and using the Product Solution, you and your End Users may have access, directly or indirectly, to third party software and components that are subject to separate licenses, terms and conditions ("**Third Party Software**"). Such Third Party Software may include software and components that are subject to the GNU General Public License or other "open source" licensing terms or are otherwise subject to requirements that such materials be distributable or otherwise made available on a royalty free basis ("**Open Source Software**"). The applicable license for Third Party Software, including Open Source Software, may require BluVector to provide the Third Party Software to you and your End Users on the terms of a separate third party license, including in the case of Open Source Software, the terms of an "open source" license, rather than this EULA. By using the Product Solution and any Third Party Software, you and your End Users agree to abide by the terms and conditions of the applicable third party license(s). Under no circumstances shall the Product Solution or any portion thereof (except for Open Source Software contained therein, if any) be deemed to be "opensource" or "publicly available" software.

k. **DISCLAIMER.** TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE PRODUCT SOLUTION AND SERVICES ARE PROVIDED ON AN “AS-IS” BASIS WITHOUT ANY WARRANTY WHATSOEVER AND BLUVECTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PRODUCT SOLUTION, THE SOFTWARE OR THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SYSTEM INTEGRATION, QUIET ENJOYMENT, QUALITY, OR ARISING FROM COURSE OF PERFORMANCE, DEALING USAGE OR TRADE, ALONG WITH ANY WARRANTIES THAT THE PRODUCT SOLUTION, THE SOFTWARE OR THE SERVICES, OR ANY USE THEREOF, WILL BE UNINTERRUPTED, ERROR FREE, FREE OF LATENCY OR DELAY, ACCURATE OR COMPLETE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BLUVECTOR DOES NOT WARRANT, AND EXPRESSLY DISCLAIMS ANY WARRANTY, THAT THE PRODUCT SOLUTION, THE SOFTWARE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE PRODUCT SOLUTION, THE SOFTWARE OR THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCT SOLUTION, THE SOFTWARE AND THE SERVICES ARE NOT FAIL-SAFE AND ARE NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS REQUIRING FAIL-SAFE PERFORMANCE OR IN WHICH AN ERROR OR INTERRUPTION IN THE PRODUCT SOLUTION, THE SOFTWARE, OR THE SERVICES COULD LEAD TO SEVERE INJURY TO BUSINESS, PERSONS, PROPERTY OR ENVIRONMENT.

l. **Use of Product Solution.** YOU ARE SOLELY RESPONSIBLE FOR YOUR AND YOUR END USERS’ OPERATION AND USE OF THE PRODUCT SOLUTION. YOU ACKNOWLEDGE THAT THE PRODUCT SOLUTION IS DIRECTED AT DETECTING MALWARE AND THAT SUCH THREATS ARE RAPIDLY EVOLVING AND MAY NOT BE DETECTABLE; AS SUCH, THE USE OF THE PRODUCT SOLUTION IS SUBJECT TO SIGNIFICANT RISKS AND UNCERTAINTIES. BLUVECTOR DOES NOT STATE OR OTHERWISE REPRESENT THAT THE OPERATION AND USE OF THE PRODUCT SOLUTION WILL PREVENT, OR WILL NOT CAUSE OR CONTRIBUTE TO, DATA LOSSES, FALSE POSITIVES, DELAYS OR INTERRUPTIONS IN, INTERFERENCE WITH, OR DAMAGE TO COMMUNICATIONS ACCESS AND/OR SERVICES, INFORMATION TECHNOLOGY INFRASTRUCTURE OR BUSINESS OPERATIONS. BLUVECTOR IS NOT OBLIGATED TO DIRECT, MANAGE OR CONTROL THE OPERATION OF THE PRODUCT SOLUTION OR OBLIGATED TO MONITOR TRAFFIC THROUGH ANY OF YOUR NETWORKS AND SYSTEMS. YOU ACKNOWLEDGE AND AGREE THAT (I) THE PRODUCT SOLUTION IS INTENDED TO CONSTITUTE ONLY ONE PART OF A LARGER SYSTEM OF CYBERSECURITY AND ANTI-MALWARE PROTECTIONS FOR YOU, AND (II) YOU SHOULD NOT RELY ON THE PRODUCT SOLUTION ALONE (IN AND OF ITSELF) TO ENSURE THAT NETWORKS, SYSTEMS AND DATA REMAIN SAFE FROM CYBER INTRUSIONS, MALWARE AND OTHER THREATS TO SUCH NETWORKS, SYSTEMS AND DATA. YOU FURTHER ACKNOWLEDGE THAT, UPON YOUR ELECTION TO UTILIZE ANY OF BLUVECTOR’S SERVICE FEATURES, YOU SHALL ALLOW FOR BLUVECTOR TO USE AN INTERNET CONNECTION FOR THE TRANSMISSION OF MALICIOUS SUSPICIOUS FILES FROM ITS ENVIRONMENT TO BLUVECTOR’S DESIGNATED ENGINEERS FOR REVIEW AND ANALYSIS, AS WELL AS FOR THE RETURN OF THE REPORT OUTLINING SAID ANALYSIS. BLUVECTOR ACKNOWLEDGES AND AGREES THAT BLUVECTOR SHALL UTILIZE THIS CONNECTION ONLY FOR THE STATED PURPOSE AND SHALL NOT SELL, DISTRIBUTE, LEASE, RENT OR OTHERWISE CONVEY THE INFORMATION CONTAINED

IN THE FILE OR REPORT TO ANY PERSON OR PARTY NOT INVOLVED IN THE ANALYSIS OF SAID FILES AND RELATED CONTENT.

m. **Customer Data.** Your use of the Product Solution does not generally require you to transmit or provide to BluVector data relating to End Users, your networks, systems, business, employees or customers (“**Customer Data**”). However, to the extent that you transmit or provide BluVector with Customer Data in connection with a Support Services request or provide Customer Data to BluVector inadvertently, you represent and warrant that you have the right to disclose such Customer Data under applicable law and regulation, your privacy policies, and your obligations to third parties. As between BluVector and you, you are the sole and exclusive owner of all right, title and interest in and to the Customer Data. You grant BluVector the limited right and license to access and use such Customer Data solely to the extent necessary for BluVector to perform its obligations.

n. **Data Protection Laws.** To the extent that any privacy or data protection law (including but not limited to any European Union (“**EU**”) data protection law, including but not limited to the General Data Protection Regulation, as implemented in the national laws of the relevant EU Member States (together, the “**Directive**”)), applies to Customer Data, you shall not provide such data to BluVector without first identifying or describing it to BluVector, obtaining BluVector’s written consent to receive the data, and agreeing with BluVector inwriting on instructions for the handling of the data. For Customer Data to which the Directive applies and that BluVector consents to receive in accordance with the immediately preceding sentence, (i) BluVector shall act only as a data processor, within the meaning of the Directive, and you shall act as a data controller within the meaning of the Directive; and (ii) BluVector shall only process Customer Data in accordance with your instructions, including the instructions set out in this EULA. In the event that you provide BluVector with any Customer Data to which any data privacy or protection law applies without first obtaining consent and providing clear, written instructions to BluVector regarding the processing of that data, BluVector may delete such data upon receipt.

o. **Storage and Transfer.** Customer Data may be transferred to, and stored and processed in, the United States or any other country in which BluVector or its Affiliates in business maintain facilities. You hereby appoint BluVector to perform any such transfer of Customer Data to any such country and to store and process Customer Data, as necessary in connection with this EULA and your use of the Product Solution and/or Services. BluVector shall ensure that any such transfer of Customer Data is in full compliance with the Directive.

p. **Unassociated Data.** Notwithstanding anything herein, you acknowledge and agree that BluVector is authorized to use Unassociated Data for any purpose, including benchmarking and statistical analysis, and may share Unassociated Data with third parties for their use. BluVector will not disclose any Unassociated Data or information that could identify you as being associated with said Unassociated Data.

q. **Rights to Intellectual Property.** No transfer is made to you or any of your End Users of title or ownership of any intellectual property rights in and to the Product Solution (or any component thereof, including without limitation, the Software, and all translations, Updates, Upgrades, modifications, and derivative works thereof, or the associated Documentation). Ownership of all intellectual property rights in and to the Product Solution (including without limitation, all components thereof, including the Software, and all translations, Updates, Upgrades, modifications, or derivative works thereof, and the associated Documentation) is and shall remain with BluVector. BluVector retains the right to exploit the Software and Documentation without restriction and grant others the right to do so throughout the world for any purpose. The Software and Documentation are

licensed, not sold. The Software is protected by the copyright laws of the United States and international copyright treaties. All rights not granted in this EULA are reserved for BluVector.

r. **Feedback.** You may, regardless of whether or not formally requested to do so, provide to BluVector reasonable suggestions, comments and feedback regarding the Product Solution (collectively, “**Feedback**”). All Feedback shall be owned solely and exclusively by BluVector. You hereby irrevocably transfer and assign to BluVector all right, title and interest in and to all Feedback, including, but not limited to all intellectual property or proprietary rights pertaining to such Feedback.

s. **Termination of Software License Term, Hardware Lease Term, or Services Term for Cause.**

If (i) you or any End User breaches any term of this EULA or any Use Policies, (ii) you or the authorized reseller from which you ordered the Product Solution and/or Services fails to pay any amounts to BluVector when due, or (iii) the applicable Sales Order is terminated, BluVector may, at its option, terminate any Software License Term, Hardware Lease Term, and/or Services Term immediately upon notice to you and/or the authorized reseller, in BluVector’s discretion.

t. **Effect of Termination of Software License Term/ Hardware Lease Term/Services Term.**

Upon termination or expiration of your right to use the Product Solution (or any component thereof) or the Services: (i) you shall immediately stop using the Product Solution and destroy all copies of the Software, together with all related Documentation; (ii) BluVector shall have no obligation with respect to such Software, Hardware and/or Services; and (iii) within thirty (30) days after such expiration or termination, you shall return to BluVector all leased Hardware subject to such expired or terminated Hardware Lease Term; provided that you may destroy, in lieu of returning, the hard drive component of the Hardware. BluVector may require you to provide proof satisfactory to BluVector that all copies of the Software and Product Solution have been returned or destroyed. **The Product Solution contains a time-bomb that will cause the Product Solution to cease FUNCTIONING upon the expiration or termination of any Software License Term OR RIGHT TO USE THE PRODUCT SOLUTION.** For avoidance of doubt, upon termination or non-renewal of a Software License Term or Hardware Lease Term, under no circumstances are you authorized or otherwise allowed to continue the use of any portion of the Product Solution. Upon termination or expiration of any Services Term for any reason, BluVector shall have no further obligation to perform the applicable Services.

u. **Indemnification.** To the extent not prohibited by applicable laws, you shall indemnify, defend and hold harmless BluVector from and against any and all claims, actions, causes of action, damages, liabilities, losses, costs and expenses (including reasonable attorneys’ fees) arising out of or related to this EULA and/or your or your End Users’ use of the Product Solution (or any component thereof), including, without limitation (i) your or any End User’s breach of this EULA, a Use Policy, or any OEM terms and conditions, including, without limitation, OEM Terms and OEM End Customer Agreements; (ii) your or an End User’s operation or use of the Product Solution (or any component thereof), including without limitation any claim or action arising from or relating to, in whole or in part, defects, non-conformance, or other errors or flaws in the Product Solution, whether or not arising from actions of “hackers” or other persons or entities who illegally or improperly penetrate, exploit, use or misuse (or attempt to do any of the foregoing) your networks, systems or data; (iii) any claims by End Users; (iv) for patent or other intellectual property infringement arising from (1) your or an End User’s use of the Product Solution, including in connection or combination with any of your or an End User’s or third party’s software or equipment, or any other software or equipment not provided by BluVector as part of the Product Solution, (2) any designs, specifications, or instructions provided by you, (3) modification or alteration of the Product Solution (or any component thereof)

by you, an End User or a third party, (4) use of the Product Solution (or any component thereof) in a way not authorized in writing by an authorized officer of BluVector, and/or (5) failure of you or an End User to use an updated version of the Software which has been provided, or made available, to you; (v) for damage arising out of the gross negligence or willful misconduct of you or an End User; or (vi) alleging injuries to or death of persons or damage to tangible or intangible personal property caused by you or an End User or any of your agents or contractors. You shall assume the defense of any action for which BluVector seeks indemnification with counsel reasonably satisfactory to BluVector. BluVector may employ its own counsel in any such case. You shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires BluVector to take or refrain from taking any action or purports to obligate BluVector, then you shall not settle such claim without the prior written consent of BluVector.

v. **Limitation of Liability.** TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAWS, YOU ACKNOWLEDGE AND AGREE THAT BLUVECTOR SHALL HAVE NO DIRECT LIABILITY TO YOU WHATSOEVER AND THAT YOU SHALL LOOK ONLY TO THE AUTHORIZED RESELLER FROM WHICH YOU PURCHASED THE PRODUCT SOLUTION AND/OR SERVICES AND NOT TO BLUVECTOR FOR ANY CLAIMS OR LIABILITIES ARISING OUT OF OR RELATED TO THE PRODUCT SOLUTION AND/OR SERVICES AND/OR YOUR USE THEREOF. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EULA, IN NO EVENT SHALL BLUVECTOR BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (1) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (2) ANY ACT OR OMISSION OF YOU, YOUR END USERS OR THIRD PARTIES; (3) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE PRODUCT SOLUTION WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY YOU, YOUR END USERS OR THIRD PARTIES; (4) LOSS OR DESTRUCTION OF ANY OF YOUR OR YOUR END USERS' HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT. YOU AND YOUR END USERS ARE SOLELY RESPONSIBLE FOR BACKING UP DATA, FILES, AND SOFTWARE PRIOR TO THE INSTALLATION OF THE PRODUCT SOLUTION AND AT REGULAR INTERVALS THEREAFTER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, BLUVECTOR SHALL NOT BE LIABLE TO YOU, YOUR END USER(S) OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OF DATA, OR COST OF COVER, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT.

w. **Export Compliance.** You acknowledge that BluVector and the Product Solution (and any component thereof) may be subject to regulation by agencies of the United States and in other countries, which prohibits export or diversion of certain software to certain countries. You hereby agree that you will not directly or indirectly export, import, transmit or use the Product Solution (or any component thereof) contrary to the laws or regulations of any governmental entity that has jurisdiction over such export, import, transmission or use.

x. **Severability.** Whenever possible, each provision of this EULA shall be interpreted in such manner as to be valid and effective under applicable law, but if any provision of this EULA or the application of any such provision to any person or circumstances shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall

not affect any other provision hereof, and the invalid or unenforceable portion shall be replaced with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the EULA shall remain in full force and effect.

y. **Governing Law**. Except to the extent superseded by federal law, this EULA shall be interpreted and construed in accordance with, and shall be governed by, the internal laws of the Commonwealth of Pennsylvania, without regard to the conflicts of laws principles thereof. The UN Convention on Contracts for the International Sale of Goods shall not apply. You agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this EULA will be brought in the United States District Court for the Eastern District of Pennsylvania or any Pennsylvania court sitting in Philadelphia so long as one of such courts will have subject matter jurisdiction over such suit, action, or proceeding, and that any cause of action arising out of this EULA will be deemed to have arisen from a transaction of business in the Commonwealth of Pennsylvania, and you hereby irrevocably consent to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

z. **Survival**. Any provision of this EULA which contemplates performance or observance subsequent to any termination or expiration of any Software License Term, Hardware Lease Term or Services Term, or otherwise by its nature would continue beyond the termination or expiration of any Software License Term, Hardware Lease Term or Services Term, shall survive such termination or expiration of such Software License Term, Hardware Lease Term or Services Term and continue in full force and effect.