

Alliance Technology Group LLC. (d.b.a. SENTRYWIRE) End User License Agreement

YOU MUST CAREFULLY READ THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (“AGREEMENT”) FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED AND CUSTOMER AGREES AS FOLLOWS:

1. **LICENSE AGREEMENT TERMS.** This is a license to run SENTRYWIRE offerings that may be included with the System or purchased to be installed on your Computer System. The Software or, Software with System, is provided to Customer subject to the technical specifications and limitations as defined in the software quotation for which a purchase order is placed and per the following terms and conditions which define what Customer can and cannot do with the Software or Software and System, as well as limitations on warranties and remedies. Although SENTRYWIRE has used reasonable efforts to accurately illustrate and describe its products, such illustrations and descriptions are for the sole purpose of software product identification and do not express or imply a warranty or affirmation of fact, of any kind, or a warranty or affirmation of fact that the products will conform to their respective illustrations or descriptions. All products are sold "as is" and SENTRYWIRE expressly disclaims any warranty or affirmation of fact, express or implied. In addition, SENTRYWIRE expressly disclaims any liability related to product misuse, improper product selection, product recommendation, or product misapplication. The terms and conditions in SENTRYWIRE forms, acknowledgments, quotations, invoices, catalogues, and websites and this license agreement constitute the entire and exclusive agreement between customer and SENTRYWIRE.

2. **Grant of License; Intellectual Property Rights.**

2.1. License to Software and Documentation. SENTRYWIRE hereby grants to Customer a, non transferable, non-exclusive, world-wide, perpetual license (with no right to sublicense) to (i) licensed to on specific computer System (with any updates, changes or enhancements provided by SENTRYWIRE in object code form, solely as incorporated in the specific Software and Software Systems (Appliance) licensed and purchased by Customer (“Software”), and (ii) to use internally any printed or electronic documentation which SENTRYWIRE provides or makes available regarding the System (“Documentation”). Any use of the System by a person other than Customer and Customer’s employees, agents and contractors requires an additional license from SENTRYWIRE. The System is licensed to Customer based on certain minimum equipment configurations that are necessary to support proper functioning of the System (collectively a “Minimum Equipment Configuration”) and which are set forth in each Order or otherwise indicated in the Documentation. Customer must maintain, at a minimum, such Minimum Equipment Configuration. From time to time, SENTRYWIRE may create Software with new functionality, features and components. Customer’s license hereunder does not

entitle Customer to receive all such Software with new functionality, features and components in the case where there is a new software feature designated as a part number and priced option to the software purchased

2.2. Ownership of Intellectual Property. Customer acknowledges that the Software and Documentation are protected by intellectual property rights that are owned or licensed by SENTRYWIRE and its partners/affiliates, and that Customer's rights in and to Software and Documentation are solely as set forth in Section 2.1 hereto (License to Software and Documentation) and do not include any other rights (express or implied) of ownership or license in any of the Software or Documentation or any other intellectual property of SENTRYWIRE. Customer will not, nor permit any third Party to, (i) copy or transfer the Software to any other equipment, (ii) modify the Software or the System, (iii) decompile, reverse engineer, disassemble the Software or the System, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of any object code contained in the Software, or (iv) create, set-up or design any hardware, software or system with the intent, or resulting effect, of circumventing the intended limitations, uses and configurations of the System. Customer may not remove, alter or use SENTRYWIRE trademarks or other intellectual property rights notices affixed to or included in the Software or Documentation. SENTRYWIRE and its licensors and partners reserve all rights in the Software and Documentation that are not expressly granted herein including, but not limited to, all rights under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law or other similar law. No express or implied license or right of any kind is granted to Customer regarding the Software or Documentation except as set forth in Section 2.1 hereto (License to Software and Documentation). If SENTRYWIRE has reason to believe that the System, in whole or in part, including without limitation the Software or Documentation is not being used in accordance with the terms and conditions of this Agreement, Customer will permit SENTRYWIRE to review Customer's relevant records and inspect Customer's facilities to ensure compliance with this Agreement.

3. Installation. Except as otherwise provided in a Purchase Order, Customer will be responsible for installation and set-up of the Software and Software Systems (Appliance). Title and Risk of Loss to the System (except Software that is subject to Section 2.1 above) passes from SENTRYWIRE to Customer in the case when SENTRYWIRE ships the software on a system from its manufacturing location. It is the responsibility of Customer to provide and prepare the System environment(s) in which Software and Software Systems (Appliance) are to be installed and to ensure a proper environment, including the minimum equipment configuration, and proper utilities for the Software and Software Systems (Appliance), including, but not limited to, an uninterrupted power supply. Except to the extent expressly provided in an Order, SENTRYWIRE has no

obligation to provide any services to Customer with respect to the Software and Software Systems (Appliance), except pursuant to the terms and conditions of this Agreement.

4. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SENTRYWIRE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE SOFTWARE AND SYSTEM, THE SOFTWARE, THE SUPPORT SERVICES, THE DESIGN OR CONDITION OF THE HARDWARE OR ANY PROGRAMMING, OR ANY OUTPUT BASED ON USE OF THE SOFTWARE OR PRODUCTS. NO WARRANTY IS MADE REGARDING THE RESULTS OF THE SYSTEM OR THE SOFTWARE, OR THAT USE OF THE SYSTEM OR SOFTWARE WILL BE UNINTERRUPTED, OR THAT ANY ERRORS OR DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE AND SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS. SENTRYWIRE SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE.

4. Limitation of Liability. IN NO EVENT WILL SENTRYWIRE OR ANY SENTRYWIRE REPRESENTATIVE, OFFICER, DIRECTOR, SHAREHOLDER OR EMPLOYEE BE LIABLE FOR LOSS OR CORRUPTION OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTIONS OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE EVEN IF SENTRYWIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES BY THE CUSTOMER RELATING TO SECTIONS 2 (GRANT OF LICENSE; INTELLECTUAL PROPERTY RIGHTS) OR 6 (INFRINGEMENT OF INTELLECTUAL PROPERTY), EITHER PARTY'S LIABILITY FOR DIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID AND OWED BY CUSTOMER OR RESELLER TO SENTRYWIRE IN CONNECTION WITH PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM.

5. Infringement of Intellectual Property. SENTRYWIRE will indemnify, defend and hold Customer harmless from and against any claim of any third Party that any Software or Software System (appliance) as provided by SENTRYWIRE infringes or misappropriates any U. S. copyright, U.S. trademark, U.S. trade secret or U.S. patent issued as of the date of license and purchase of the Software or Software System (appliance) ("**Indemnified Claim**"), if, but only if (i) Customer notifies SENTRYWIRE promptly in writing of the claim, (ii) SENTRYWIRE has sole control of the defense and all related settlement negotiations, (iii) Customer provides SENTRYWIRE with all necessary assistance, information and authority to perform the above, and (iv) Customer

does not take any actions that are adverse to the defense or settlement of the claim. In addition, if SENTRYWIRE receives prompt notice of an Indemnified Claim that, in SENTRYWIRE's reasonable opinion, is likely to result in an adverse ruling, then SENTRYWIRE shall at its option, (1) obtain a right for Customer to continue using the System, Software or Documentation; (2) modify such System, Software or Documentation to make them non-infringing; (3) replace such System. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF SENTRYWIRE FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

6. **Force Majeure.** Neither Party will be liable for any damages or penalty for delay in performance of its nonmonetary obligations under this Agreement, and the Party's obligations to so perform will be extended accordingly, when such delay is due to acts of God, acts of terrorism, acts of civil or military authority, fires, floods, epidemics, war or riots, strikes, lockouts or other labor disputes, delays in transportation or shortage of materials, or any other causes beyond the reasonable control of such Party. The Party so affected will, upon giving prompt written notice to the other Party of the delay and the cause therefore, use commercially reasonable efforts to avoid or remove such causes of nonperformance and will continue performance hereunder whenever such causes are removed.

7. **Injunctive Relief.** Both Parties acknowledge and agrees that remedies at law may be inadequate to provide full compensation in the event of the other Party's material breach of the license or its confidentiality obligations or breach of the other Party's intellectual property rights, and that each Party will therefore be entitled to seek injunctive relief in the event of any such material breach.

8. **United States Government Restricted Rights.** If any Software or Documentation is acquired by or on behalf of a unit or agency of the United States Government, such Software or Documentation is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement to the contrary, the Government's rights with respect to such Software or Documentation are limited by terms of this Agreement, pursuant to FAR § 12.212(a) and its successor regulations and/or DFARS § 227.7202-1(a) and its successors regulations, as applicable.

9. **General.**

9.1. **Assignment.** Neither this Agreement, nor any license or other rights granted hereunder, may be assigned by either Party without the prior written consent of the other Party, which consent will not be unreasonable denied, provided that SENTRYWIRE may freely assign this Agreement in connection with a merger or sale of all or substantially all of its assets to a third Party, and Customer may freely assign this Agreement in connection with a merger or sale of all or substantially all of its assets to a third Party who is not a competitor of the SENTRYWIRE.

9.2. Governing Law. This Agreement will be governed, construed and interpreted in accordance with the laws of the State of Maryland, without reference to conflicts of laws principles. Customer submits and agrees to the non-exclusive personal jurisdiction of the state and federal courts located in Maryland.

9.3. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or the making, performance or interpretation thereof, shall be resolved by binding arbitration in accordance with the Rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Arbitration shall take place in Maryland. The arbitrators selected shall be persons experienced in the subject matter of the dispute.

9.4. Notices. All notices required to be given to SENTRYWIRE hereunder shall be given in writing and shall be delivered either by hand or by certified mail with proper postage affixed thereto to SENTRYWIRE at the address set forth below or to such other address as may be designated by SENTRYWIRE in conformity with the requirements of this section:

Alliance Technology
Group LLC. DBA
SENTRYWIRE 7010
Hi Tech Drive.

Hanover, MD 21076

Attn:
Contracts@Alliance-
it.com

All notices required to be given to Customer will be delivered to the Customer address set forth in the Order.

9.5. Export Restrictions. THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO ANY LAWS, REGULATIONS, ORDERS OR OTHER RESTRICTIONS ON THE EXPORT FROM THE UNITED STATES OF AMERICA OF THE SOFTWARE OR SOFTWARE SYSTEM (APPLIANCE) (OR COMPONENTS THEREOF) OR OF INFORMATION ABOUT THE SYSTEM WHICH MAY BE IMPOSED FROM TIME BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER SHALL NOT EXPORT OR RE-EXPORT, DIRECTLY OR INDIRECTLY, ANY SOFTWARE OR SOFTWARE SYSTEM (APPLIANCE) (OR COMPONENT THEREOF) OR INFORMATION PERTAINING THERETO TO ANY COUNTRY TO WHICH SUCH EXPORT OR RE-EXPORT IS RESTRICTED OR PROHIBITED, OR AS TO WHICH SUCH

GOVERNMENT OR ANY AGENCY THEREOF REQUIRES AN EXPORT LICENSE OR OTHER GOVERNMENTAL APPROVAL AT THE TIME OF EXPORT OR RE-EXPORT WITHOUT FIRST OBTAINING SUCH LICENSE OR APPROVAL.

9.6. Entire Agreement. This Agreement, any Orders that are issued under this Agreement, and any registration information provided by Customer, constitute the entire agreement between the parties pertaining to the subject matter hereof and thereof. No document submitted by Customer or any amendment or modification of this Agreement shall be valid or binding upon the parties unless it is in writing and signed by both parties hereto. In the event of any conflict between any terms of Customer's purchase order, or other documents submitted by Customer, and the terms of this Agreement, the terms of this Agreement shall control. Any purchase order that Customer submits will be for billing purposes only and any terms and conditions contained in such purchase order will not be binding and will not be part of this Agreement.

If Customer has any questions about this Agreement, Customer may contact SENTRYWIRE at the address set forth above in Section 10.3.

Exhibit A

Maintenance and Support Terms and Conditions

1. **Supported Software and Systems.** These Maintenance and Support Terms and Conditions only apply to those Customers who purchase maintenance and support services (“Support Services”) under an Order and for the purchased Software and Software Systems (Appliance) that Customer registered with SENTRYWIRE (each, a “Supported System”). SENTRYWIRE acknowledges that registration of the Software and Software Systems (Appliance), as described in this section, occurs automatically upon the concurrent initial purchase of a System and Support Services, and that no other action is required of Customer to register such Software and Software Systems (Appliance). If Customer licenses and purchases additional Software and Software Systems (Appliance) from SENTRYWIRE after the initial Supported System purchase and desires to make such Software and Software Systems (Appliance) Supported Software and Software Systems (Appliance) under this Agreement, Customer must register such additional Software and Software Systems (Appliance) with SENTRYWIRE pursuant to an additional Order. Customer will not be able to receive the Support Services described in these Maintenance and Support Terms and Conditions for any Software and Software Systems (Appliance) that are not registered with SENTRYWIRE. SENTRYWIRE will provide Support Services for the then-current version of the Software made generally available by SENTRYWIRE and the next previous version. SENTRYWIRE’s release of a new version or release of the Software may cause the minimum equipment configuration set forth in the Order under which Customer originally licensed and purchased the System to change. Notwithstanding the foregoing, in no event will Customer be required to change its minimum equipment configuration during the period which begins on the date of purchase of the Supported System. After such period, if the minimum equipment configuration changes, as set forth herein, or if Customer’s then-existing equipment configuration is insufficient to meet the new minimum equipment configuration required to support a Supported System, Customer, in its sole discretion and at Customer’s sole cost and expense, shall purchase additional equipment or change Customer’s existing equipment configuration to meet the new minimum equipment configuration required to support a Supported System. If Customer fails to maintain the then-current minimum equipment configuration, as determined solely by SENTRYWIRE, SENTRYWIRE may suspend or terminate its Support Services.

2. **Support Services.**

2.1. Scope of Services. SENTRYWIRE will provide Customer the Support Services for each Supported software license consistent with the SENTRYWIRE offerings.

2.1.1. SENTRYWIRE will provide to Customer one (1) copy of any updated or enhanced release of any Computer software program (the software, associated data and their Documentation (as defined in the Purchase Agreement)) (“Software”) that SENTRYWIRE makes generally available for

purchase to all end-users of such Software. Such updates, when delivered, shall become part of the Software and will be supported and otherwise subject to this Support Agreement.

2.2 Additional Services. Customer may request that SENTRYWIRE provide additional services relating to the System that are beyond the scope of the Support Services. Unless such services on the System are covered by any applicable warranties or these maintenance and support terms, Customer shall pay SENTRYWIRE at its then - current standard rates for all services performed on the System and shall reimburse SENTRYWIRE for all expenses incurred by SENTRYWIRE in connection therewith, including, without limitation, any parts necessary to restore the functionality of the System. All on-site repairs not included within these Maintenance and Support Terms and Conditions will be at the expense of Customer and will be invoiced in addition to fees for the Support Services. Customer shall provide SENTRYWIRE full and free access to the applicable Supported Software and Software Systems (Appliance) as a condition to SENTRYWIRE providing such services.

Limitations & Exclusions. If applicable, SENTRYWIRE will neither be responsible for nor obligated to provide Support Services for Supported Software and Software Systems (Appliance) in the event such repair is necessitated by any of the following: (a) faulty electrical Systems external to the machines or accessories, attachments or other devices not furnished by SENTRYWIRE; (b) accident, transportation, neglect or misuse; (c) repair, damage or increase in service time resulting from failure to provide a suitable installation environment (including, but not limited to, failure of or failure to provide adequate or proper electrical power, air conditioning, humidity control, or protection from dust or dirt from the outside or within the building), or from use of supplies or materials not meeting the network specifications set forth in any Order accepted by SENTRYWIRE for such installation unless such supplies or materials were recommended or used by SENTRYWIRE; (d) repair damage or increase in service time attributable to the use of the Supported Systems for purposes other than as set forth in any Documentation; (e) Customer adding or removing accessories, attachments or other devices to the Supported Systems; or (f) such service is necessitated by or the result of malfunctions or other problems of Software or hardware other than software or hardware provided by SENTRYWIRE. If SENTRYWIRE determines that the Error is due to anything described in this section or other causes beyond the reasonable control of SENTRYWIRE, then SENTRYWIRE shall: (i) refer the reported problem back to Customer for resolution and shall have no further obligation to resolve such problem, or (ii) at Customer's request, prepare a proposal for corrective services for an additional fee at SENTRYWIRE's then-current standard rates. Customer will reimburse SENTRYWIRE for all reasonable expenses incurred, including any shipping and insurance costs, and time spent in responding to false maintenance or support claims, repairing any Customer alterations or revisions to the System and correcting defects resulting from the occurrence of the events described in items (a) through (f) above. Such services will not be treated as Support Services, and will be invoiced to Customer at the then-current time and material rates of SENTRYWIRE.

4. **Conditions for Providing Maintenance and Support.** SENTRYWIRE's obligation to provide Support Services with respect to any reported problem is conditioned on the following: (a) Customer makes reasonable efforts to solve such problem after consulting with SENTRYWIRE; (b) Customer provides SENTRYWIRE with sufficient information and resources to correct the problem, as well as access to the personnel, hardware, and any additional software involved in discovering the problem; (c) Customer promptly installs all upgrades; and (d) Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Supported System.

5. **Customer Responsibilities.**

5.1. **Generally.** During each term of the Support Services, Customer agrees to the following: (a) Customer will be and remain current with respect to all fees and charges due under these Maintenance and Support Terms and Conditions and the Agreement; (b) Customer will use the Supported System only with the network configurations included with the applicable Order; (c) Customer will have installed and be operating s supported version of the Software made available by SENTRYWIRE; (d) Customer will designate and provide SENTRYWIRE with a liaison coordinator and alternate coordinator, which persons will be the sole persons authorized to communicate directly with SENTRYWIRE for Support Services; (e) Customer shall not permit persons other than authorized representatives of SENTRYWIRE to perform Support Services, adjustment, repairs or modifications to any Supported System without the prior written consent of SENTRYWIRE; (f) Customer will assist SENTRYWIRE in providing a remote access connection via VPN or suitable alternative to the Supported Software and Software Systems (Appliance) at Customer's facilities, as necessary; and (g) Customer agrees to observe the special terms and conditions, if any, relating to included third Party computer software programs, if any.

6. **Term of Support Services.**

6.1. **Term.** The initial term of the Support Services commences on delivery the System and continues for one (1) year. Thereafter, it shall automatically renew for successive renewal terms of one (1) year each at SENTRYWIRE's then-current fees for the Support Services unless and until Customer elects to terminate the Agreement by giving written notice of its intention to do so to SENTRYWIRE at least thirty (30) days prior to the end of the then-current term. SENTRYWIRE may terminate or suspend the Support Services, without notice to Customer, in the event Customer fails to pay SENTRYWIRE's then-current fees for the Support Services, as invoiced to Customer by SENTRYWIRE, and such failure continues for thirty (30) days following the due date set forth on such invoice.

6.2. **Reinstatement Fees.** In the event that the Support Services lapse or are not procured at the time at the time System is purchased and licensed to Customer, a reinstatement fee shall be assessed upon

commencement of Support Services and such fee shall include all cumulative fees that would have been payable had Support Services been procured continuously from the initial delivery of the Software (less any Support Fees already paid), subject to SENTRYWIRE's policies in effect when Support Services are ordered. If Customer discontinues Support Services and later wishes to reinstate Support Services, then Customer must obtain and install the most current version available of the Software, purchase any necessary hardware and equipment to support the most current Software version and minimum equipment configuration, and perform any Data conversion or other additional services as may be required to implement such versions before SENTRYWIRE shall reinstate Support Services. Customer also agrees to observe and abide by any maintenance reinstatement requirements relating to any third Party software programs identified by SENTRYWIRE.