End User License Agreement

Use of this software product is governed by the terms of this License Agreement ("Agreement") between you (the "User") and Peraton Inc. ("The Company"). READ THIS LICENSE CAREFULLY. BY INSTALLING AND OPERATING THE COMPANY SOFTWARE PRODUCT, USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

In consideration of the mutual obligations described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LICENSING

1a. LICENSEE - The Company defines two “Users” in this agreement, defined jointly as “Users” or individually as such:
   a. The System Integrator (SI) is defined as a Value Added Reseller (VAR) that performs integration, configuration and installation of the Company Software on behalf of the End User.
   b. The End User (EU) is defined as the owner/operational user of the software.

1b. LICENSE. The Company hereby grants, SI, pursuant to the terms and conditions set forth herein, a nonexclusive, nontransferable, non-sublicensable (except as provide in Section 2b, below) right to license the object code version of PuriFile™, The Company's proprietary software (the "Company Software"), along with any written documentation, including any Company user guides, tutorials, reference manuals or other explanatory materials that accompany or are stored on or in the Company Software for the purpose of integration, configuration and installation on behalf of an EU. The foregoing license is effective as of the date at which the SI delivers the product containing PuriFile™ to the EU, or the EU loads, copies or otherwise enables the Company Software for operational use, and will continue as provided in Section 3 unless terminated as provided in Section 11.

2. SCOPE OF LICENSE AND USE.

2a. The Users may transfer the Company Software to a different computer or computer system, provided that the Company Software and any copies thereof are permanently uninstalled and/or deleted from the computer or computer system from which the Company Software is transferred (a "Transferred Installation"), and provided further that the restrictions on use as specified in this Section 2 apply to any such Transferred Installation.

2b. The Users may not sublicense, sell or resell directly as a product or indirectly as a managed service, lease, assign, pledge, give, lend, distribute, or in any way transfer the Company Software, documentation, or copies thereof, except to the intended EU as defined in the purchase agreement, nor use the Company Software to provide data processing services to others not defined in the purchase agreement.

2c. The Company Software and the accompanying documentation are copyrighted and are proprietary products of The Company. The Users may make one copy of The Company Software for backup purposes. A restore may be performed on a different computer or workstation only if the Company Software has been permanently removed from the original computer or workstation. All other copying of the Company Software or documentation is expressly forbidden.
2d. The Company Software is licensed as a single integrated product. The Users may not decompile, reverse engineer or disassemble the Company Software in an attempt to derive or use the source code therefrom. The Users may not modify or create derivative works of the Company Software.

2e. A separate license must be obtained from the Company for each and every installation/instantiation upon which the Company Software is installed or used. The license includes the right to use the Company Software on a single installation/instantiate server, but limits access to the application to a fixed number of named accounts.

2f. Third Party Software. The Company Software is designed to be integrated with or otherwise interoperate with third party software products. The Company is not a distributor, licensor, sublicensor, guarantor or vendor of such third party software products. The Users are solely responsible for obtaining all applicable licenses to any third party software not provided by the Company, and hereby agrees to indemnify, defend and hold harmless the Company from any claims and liabilities of the Company arising as a result of the Users use of such third party software, or the Users failure to obtain appropriate licenses to such third party software. [For US Customers only] [US Federal Government exempt from this clause]

2g. Special provisions applicable to Datalogics software. The Company Software incorporates or inter-operates with certain software owned by Datalogics. User acknowledges and agrees that Datalogics is the owner of such software, and agrees that Datalogics is a third party beneficiary of this agreement, and may be entitled to seek appropriate legal and equitable remedies from User if software is used outside the rights specified in this agreement. The Company may embed copies of Datalogics font software into electronic documents for purposes of printing, viewing and editing such documents, but no other embedding rights are implied or permitted. The Datalogics software is provided as part of the Company software and User is given no rights outside of the usage provided by the Company software.

2h. Datalogics provided documentation for a function allowing the copying of a PDF document into memory for editing (“the Editing Bypass”) not otherwise available in the Software. User agrees to indemnify and hold The Company, Datalogics and any Third Party Licensors harmless from any claims or damages (inclusive of attorney’s fees) made against The Company, Datalogics and any Third Party Licensors as a result of using the Editing Bypass to circumvent the protections and security placed on a PDF file by its originator.

3. LICENSE/SUPPORT TERM.

3a. Licenses/Support Term. The License/Support Term for full and evaluation versions of the Company Software will begin on the date of delivery of the Company Software and will require the Users to obtain a valid license installation key from the Company. The License Term will continue for the predetermined license/evaluation period, unless sooner terminated in accordance with Section 11. Users are prohibited from any actions intended to extend, obviate, alter or otherwise undermine the Company Software license and license term enforcement mechanism.

3b. License/Support Term Expiration for Full Versions. At the expiration of the License/Support Term for full versions of the Company Software, the Company will allow a grace period under which the software will continue to operate for a period of 60 days. Failure to renew support for an expired License/Support Term within the 60 day grace period will be considered Termination of the Agreement by the Company in accordance with Section 11. Renewal will be effective on the first day after expiration of the previous support period. Support obligations will operate pursuant to Section 7.
3c. License Term Expiration for Evaluation Versions. At the expiration of the License Term for evaluation versions of the Company Software, the software will cease to operate, and the Users shall deinstall all Company Software.

4. COMPANY AND PRODUCT ACKNOWLEDGEMENT. The Users may not remove or alter the Company or Company Software logos, trademark or copyright notices. If the Company Software is embedded or used within another product, application, system, architecture, or technology, the Users shall specifically identify the Company Software as a component thereof by the Company Software name and identify the Company as the vendor of such software, in all documentation, promotional materials, briefings, presentations, public releases, and other print and electronic materials relating to such product, application, system, architecture, or technology.

5. TITLE; CONFIDENTIALITY. The Company Software is licensed, not sold, and the Users obtain no right, title or interest in or to the Company Software other than the licenses granted herein. The Users acknowledges that the Company Software, documentation and any and all upgrades, enhancements, modifications, additions or new releases of or to the Company Software contain confidential information of, are trade secrets of, and are proprietary to the Company and that title to such materials is and shall remain in the Company. The Users shall not delete, obfuscate or remove any proprietary notice or legend contained on or included in the Company Software.

6. LIMITATION OF LIABILITY. In no event shall the Company be liable to you or any party related to you for any indirect, incidental, consequential, special, exemplary, or punitive damages or lost profits, even if the Company has been advised of the possibility of such damages. In any event, the Company’s total aggregate liability to you for all damages of every kind and type (regardless of whether based in contract or tort) shall not exceed the purchase price of the product.

7. SUPPORT. The Company is obligated by this agreement to provide Licensee with technical support services relating to the Licensed Software. Support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of the Software. The Company will provide email and telephone software support as well as license update, transfer or renewal on a business day basis. Business day is defined as 8:00 AM through 5:00 PM eastern standard time, excluding holidays and weekends. Response times can be expected within 4 business hours 85% of the time. The Company shall have no obligation to update or support the Company Software for any Users not currently covered under a valid license/support contract with the Company. Software Support is required on an annual basis for the License Term to remain current. The Support period will run for one year from the date the software is delivered or the Support Term is renewed. Payment for each support renewal term shall be due on the renewal date at the current rates for support of the Software. This agreement may be terminated for non-payment or material breach. Fees paid or due are non-refundable unless the Company has materially breached this agreement and has failed to cure the breach after 30 days written notice.

8. WARRANTY.

8a. The Company will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but the Company does not guarantee that the problems will be solved or that any item will be error-free. This agreement is only applicable to the Company Software
running under the supported environments specified in the release notes for the product. The Company will provide the Customer with substantially the same level of service throughout the term of this agreement. The Company may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service. THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR PROMISES TO CUSTOMER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. EXCEPT AS PROVIDED ABOVE, THE SERVICES AND MAINTENANCE ARE PROVIDED 'AS IS'. The Company is not liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if Customer has advised of such a claim. The liability of the Company shall not exceed the purchase price of the product that Customer has paid under this agreement. This warranty agreement shall run for a period of one (1) year from the Date the software is delivered.

8b Media Warranty. The Company warrants that the original software media (disk or download) is free from defects in material and workmanship, assuming normal use, for a period of ninety (90) days from the date of original purchase. If a media defect occurs during this time, the Users may contact the Company who will have the sole determination of the media defect and may authorize replacement by the Company.

9. U.S. GOVERNMENT RESTRICTED RIGHTS. If this Agreement is assigned to, or the Company Software is licensed on behalf of an agency, department, or other entity of the United States Government ("Government"), the Company Software is deemed to be "commercial computer software" and licensed in accordance with Section 12.212 of the Federal Acquisition Regulations ("FARS") (48 CFR 12.212) or Section 227.7202-3 of the Defense Federal Acquisition Regulations ("DFARS") (48 CFR 227.7202-3), as applicable, and the Government hereby acknowledges that use, duplication, reproduction, release, modification, disclosure and/or transfer of the Company Software by the Government is governed by, and subject to, all of the terms, conditions, restrictions and limitations set forth in this License. In the event that, for any reason, Section 12.212 or 227.7202-3 is not applicable, the Government hereby acknowledges that use, duplication, reproduction, release, modification, disclosure and/or transfer of the Company Software by the Government is governed by the Commercial Computer Software Restricted Rights clause of 48 CFR Section 52.227-19(c)(1) and (2), or the Rights in Technical Data-Noncommercial Items at DFARS 252.227-7013 (February 2014), as applicable. Unpublished-rights reserved under the copyright laws of the United States. Manufacturer is Peraton Inc. 474 Phoenix Drive, Rome NY 13441.

10. INDEMNIFICATION.

10a. The Company's Obligation. Subject to the Users indemnification set forth at Section 10b, and the Limitations of Liability set forth in Section 6, the Company will defend, indemnify and hold the Users harmless against any action brought against the Users alleging that the User’s use of the Company Software as authorized hereunder infringes a United States copyright or issued patent. However, the Company will not be obligated to indemnify or hold the Users harmless from any such action unless the Users notify the Company in writing of any claim within 10 days after it learns of such a claim, gives the Company sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to infringe the intellectual property rights of a third party, or in the Company's opinion is likely to become the subject of an injunction, the Company
shall, at its option and expense, either: (i) procure for the Users the right to continue using the Software; (ii) modify or replace the Company Software to make it non-infringing; or (iii) refund the fee paid, upon return or removal/deinstallation of the Company Software. The Company shall have no liability regarding any infringement claim arising out of: (a) use of the Company Software in combination with nonCompany software, data or equipment if the infringement was caused by such use or combination; (b) any modification, alteration or derivation of the Company Software made by or on behalf of the Users; or (c) Users’ use of third party software or works of authorship in conjunction with the Company Software, if the infringement was caused by such use. THE FOREGOING STATES THE COMPANY’S ENTIRE LIABILITY AND USERS’ EXCLUSIVE REMEDY FOR INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS BY THE COMPANY SOFTWARE.

10b. USERS OBLIGATION. Except for the infringement indemnification set forth in Section 10a, The Users shall indemnify and hold the Company, its directors, officers, agents and employees harmless from any claims, demands, or causes of action whatsoever arising on account of the Users' use of the Company Software. [For US Customers only] [US Federal Government exempt from this clause]

11. TERMINATION. The Company or the Users may terminate this Agreement at any time. The license and support fees are not refundable. Upon any termination of this Agreement, the Users shall immediately: cease using or operating the Company Software; deinstall all copies of the Company Software, and permanently delete or disable all copies of the Company Software from the Users’ computer system(s).

12. GOVERNING LAW. This Agreement will be governed by and interpreted in accordance with the laws of the State of New York, without regard to its conflicts of law principles. In the event that any legal proceedings are commenced with respect to any matter arising under this Agreement, the parties specifically consent and agree that the courts of the State of New York and/or the Federal Courts located in the State of New York will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings. [US Federal Government only exempt from this clause]

13. PARTIAL INVALIDITY. If any provision of this Agreement is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it shall then appear. The total invalidity or unenforceability of any particular provision of this Agreement will not affect its other provisions and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted.

14. WAIVER. No failure on the part of the Company to exercise, and no delay in exercising, any of the Company's rights hereunder will operate as a waiver thereof.

15. FOREIGN TRADE RESTRICTIONS. The Users acknowledges that the export and re-export of this software is subject to the export laws of the U.S., including the Export Administration Regulations (15 CFR Pts. 730-774). The Users certify that it is not a prohibited entity/individual for which sanctions have been imposed and that are included on one or more of the lists maintained by Department of Commerce, Bureau of Industry and Security (BIS) to include companies, organizations or persons listed on the Specially Designated Nationals List, the Debarred List, the Entity List. The Users agree that the software will not be used directly or indirectly in the design, development, fabrication, or use of nuclear, chemical, or biological weapons or missile technology without U.S.
government authorization. The Users agree to comply with all applicable export control laws and will not export or re-export this software to a prohibited end-user or destination without obtaining authorization from BIS. Diversion contrary to the export laws of the United States is prohibited.

16. ENTIRE AGREEMENT. This License Agreement contains the entire understanding of the parties with respect to the licensed use of the Company Software and supersedes any prior license agreements with respect to the subject matter hereof.