

**ZEROEYES LLC**  
**END USER LICENSE AGREEMENT**

BY INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY REVISED OR RENEWED VERSIONS THEREOF, AS MAY BE PUBLISHED ON THE ZEROEYES WEBSITE AT WWW.ZEROEYES.COM. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT INSTALL OR USE THE SOFTWARE.

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This End User License Agreement (this "Agreement") is between ZeroEyes LLC, located at 3401 Grays Ferry Ave. Philadelphia, PA 19317 ("ZeroEyes") and the customer that has downloaded or otherwise procured the licensed Software (as defined below) for use as an end user ("you"). This Agreement covers any Software and Documentation.

**1. Definitions.**

"Authorized User" means your employee(s) for whom the applicable license fees have been paid and you have authorized to use the Software.

"Documentation" means the user instructions, manuals or other implementation materials concerning the Software that are made available to you by ZeroEyes or Reseller.

"Invoice" means any order on ZeroEyes' standard invoice or other ordering document which references this Agreement. Each Invoice which references this Agreement shall be deemed a part of this Agreement.

"Reseller" means an authorized third-party reseller or distributor of the Software.

"Software" means the ZeroEyes software product(s) provided in connection with this Agreement in object code form (or as otherwise specified in any related Invoice), including any updates provided to you by ZeroEyes or Reseller.

**2. License.**

2.1. License Grant. Subject to all of the terms and conditions of this Agreement, ZeroEyes grants you a limited, non-transferable, non-sublicensable (except as permitted under Section 2.3), non-exclusive, internal-use license to use the Software that has been delivered to you by ZeroEyes or a Reseller, but only in accordance with (a) the Documentation, (b) this Agreement, and (c) any other restrictions set forth in the applicable Invoice or as agreed upon with ZeroEyes or a Reseller.

2.2. Delivery. All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Invoice. Software shall be deemed delivered when it is made available for download by you ("Delivery").

2.3. Permitted Sublicense. You may permit third parties ("Permitted Sublicensees") to access the Software as Authorized Users, provided that, (a) you shall remain responsible for the acts and omissions of such Permitted Sublicensees as if such were your acts and omissions, (b) such use is only for your benefit, (c) upon request you will identify each such Permitted Sublicensee and (d) any use of the Software by Permitted Sublicensees shall be within the usage restrictions set forth in this Agreement, including any applicable Invoice.

2.4. Restrictions. You shall not (and shall not allow any third party to): (a) decompile, disassemble or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever; (b) distribute, sell, sublicense, rent, lease or use the Software (or any portion thereof), except as expressly permitted under this Agreement; (c) remove any product identification or proprietary, copyright or other notices contained in the Software; (d) modify any part of the Software, create a derivative work of any part of the Software or incorporate the Software into or with any other software, except to the extent expressly authorized in writing by ZeroEyes; (e) publicly disseminate performance information or analysis from any source relating to the Software; (f) utilize any equipment, device, software or other means designed to circumvent or remove any form of copy protection used by ZeroEyes in connection with the Software; or (g) use the Software to develop a product which is competitive with any ZeroEyes product offerings.

2.5. Reseller Licenses. If you obtained the Software from a Reseller, your use of the Software is subject to any additional terms provided by the Reseller including any limitations on Software use in conjunction with third party applications. Any other use of the Software provided to you by a Reseller is strictly prohibited. Notwithstanding any other term in this Agreement, (a) the warranty in Section 6 and the Support Services in Section 7 shall not apply to any Software provided to you by a Reseller and (b) no terms provided a Reseller may modify these terms or otherwise bind ZeroEyes to any obligation.

**3. Ownership**. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, ZeroEyes and its suppliers have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software and the Documentation and all copies, modifications and derivative works thereof (including any changes which incorporate any of your ideas, feedback or suggestions). You acknowledge that you are obtaining only a limited license right to the Software and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

**4. Payment**. You shall pay all fees associated with the Software licensed and any services purchased hereunder as set forth in the applicable Invoice or at the time of purchase. All payments shall be made in US dollars within thirty (30) days of the Delivery of the Software to you or your receipt of an applicable Invoice. Except as expressly set forth herein, all fees

are non-refundable once paid. You shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of ZeroEyes).

**5. Term.** This Agreement is effective as of the Delivery of the Software and expires at such time as all license and service subscriptions hereunder have expired in accordance with their own terms (the "Term"). For clarification, the term of your license under this Agreement may be perpetual or designated as a fixed-term license in the Invoice or by a Reseller and shall be specified at your time of purchase. Either party may terminate this Agreement (including all related Invoices) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach, provided that ZeroEyes may terminate this Agreement immediately upon any breach of Section 2.4 (Restrictions); (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party and not dismissed within sixty (60) days. Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise. Upon any expiration or termination of this Agreement, you shall immediately cease any and all use of the Software, securely destroy any copies thereof in your possession and so certify to ZeroEyes in writing.

**6. Limited Warranty.** ZeroEyes warrants to you that for a period of thirty (30) days from Delivery (the "Warranty Period") the Software shall operate in substantial conformity with the Documentation. ZeroEyes does not warrant that your use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. ZeroEyes' sole liability (and your exclusive remedy) for any breach of this warranty shall be, in ZeroEyes' sole discretion, to use commercially reasonable efforts to provide you with an error-correction or work-around which corrects the reported nonconformity, or if ZeroEyes determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid for the applicable Software. ZeroEyes shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period. The above warranty shall not apply: (a) if the Software is used with hardware or software not specified in the Documentation; (b) if any modifications are made to the Software by you or any third party; (c) to defects in the Software due to accident, abuse or improper use by you; (d) to any Software provided to you by a Reseller; or (e) to any evaluation version or other Software provided on a no charge or evaluation basis. THIS SECTION 6 IS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, THE SOFTWARE AND ALL SERVICES ARE PROVIDED "AS IS", "WHERE-IS" AND "AS-AVAILABLE" WITH ALL FAULTS AND WITHOUT ANY WARRANTIES OF ANY KIND, AND ZEROEYES HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF AND ITS MEMBERS, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THIRD-PARTY SUPPLIERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY,

THE "ZEROEYES PARTIES") ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ZEROEYES AND THE ZEROEYES PARTIES DO NOT GUARANTEE OR WARRANT THAT THE SOFTWARE WILL PREVENT, IDENTIFY OR NEUTRALIZE THREATS OR TRANSMIT ALERTS, AND YOUR USE OF THE SOFTWARE IS AT YOUR OWN RISK. THE SOFTWARE IS NOT INTENDED TO SERVE AS YOUR PRIMARY SECURITY SYSTEM AND IS NOT CERTIFIED FOR EMERGENCY RESPONSE. THE ALERTS PROVIDED BY THE SOFTWARE ARE FOR INFORMATIONAL PURPOSES ONLY AND ZEROEYES AND THE ZEROEYES PARTIES DO NOT MONITOR SUCH ALERTS OR DISPATCH EMERGENCY SERVICES IN RESPONSE TO SUCH ALERTS OR OTHERWISE. AS BETWEEN YOU AND ZEROEYES AND THE ZEROEYES PARTIES, YOU ARE SOLELY RESPONSIBLE FOR (AND YOU HEREBY WAIVE, RELEASE AND DISCHARGE ZEROEYES AND THE ZEROEYES PARTIES FROM ANY AND ALL LIABILITIES FOR) ANY AND ALL DAMAGES, LOSSES AND INJURIES ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM YOUR USE OF THE SOFTWARE, INCLUDING ANY AND ALL DECISIONS MADE BY YOU ON THE BASIS OF SUCH USE. YOU MAY HAVE OTHER STATUTORY RIGHTS; HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.

**7. Software Support; Upgrades.**

7.1. Term. Subject to the terms and conditions of this Agreement, you are entitled to support and maintenance services ("Support Services") with a license to the Software; provided, that unless agreed to in writing by ZeroEyes, Support Services are not provided for: (a) any claim for Support Services that is not submitted by you; (b) any Software provided to you by a Reseller; and (c) any evaluation version or other Software provided on a no charge or evaluation basis. The Support Services will commence on the date of Delivery of the Software and will continue thereafter for an initial support term of one (1) year. Thereafter, Support Services shall be renewed upon receipt by ZeroEyes of applicable payment from you. All terms and conditions hereof shall remain in effect during each one-year support renewal term, except as the parties otherwise expressly agree to in writing.

7.2. Software Services. ZeroEyes shall make commercially reasonable efforts to correct bugs or other errors in the Software. You acknowledge that ZeroEyes is not required to correct every or any bug, error or problem with the Software that you report to ZeroEyes or which ZeroEyes is otherwise made aware. ZeroEyes may also provide reasonable technical assistance via telephone, email or online resources. Support Services cover only the current publicly available version of the Software and do not cover hardware, operating systems, networks or third-party software. At ZeroEyes' sole discretion, ZeroEyes may provide support for other versions of the Software but is under no obligation to do so. You may contact ZeroEyes customer support during any period for which you have paid for Support Services. You understand that ZeroEyes may need additional information from you as to your use of

the Software in order to provide Support Services requested by you, to upgrade the Software and to ensure your compliance with the terms of this Agreement.

**7.3. Upgrades.** Support Services may include new versions of the Software, when and if made commercially available by ZeroEyes. If ZeroEyes labels a new version as an upgrade or update to Software previously licensed to you, you must replace the previous version (including all installed copies) with the new version, although you may retain one copy of the previous version for backup. Your rights with respect to the new version shall, unless otherwise provided in the accompanying Documentation, be the same as those rights provided to you with previous version. You are only granted a single license for each copy of the Software and that license automatically transfers to the new version once installed. ZeroEyes reserves the right to require you to securely destroy or return the previous version to ZeroEyes and to require you to provide proof of your compliance.

**8. Professional Services.** You may obtain additional professional consulting services for separate and additional payment terms and conditions. Classification of any and all service requests as Support Services or professional consulting services shall be at ZeroEyes' sole discretion.

**9. Limitation of Liability.** IN NO EVENT SHALL ZEROEYES (INCLUDING ITS SUPPLIERS) BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ZEROEYES AND ITS SUPPLIERS' ENTIRE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEES PAID BY YOU FOR THE SOFTWARE OR THE FEES PAID BY YOU FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 9 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**10. Indemnification.** You shall indemnify, defend and hold harmless ZeroEyes, its affiliates, and its and their respective officers, directors, members, managers, employees and representatives from and against any claims, penalties, losses or damages related to or arising from a breach of your obligations under Agreement or your use of the Software.

**11. Confidentiality.** As used herein, "Confidential Information" means all confidential information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information. The Confidential Information of ZeroEyes includes the Software. Confidential Information does not include information that: (a) was known to the Receiving Party without restriction before receipt from the Disclosing Party; (b) is publicly available through no fault of the Receiving Party; (c) is rightfully received by the Receiving

Party from a third party without a duty of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to Confidential Information. The Receiving Party shall (x) observe complete confidentiality with respect to the Confidential Information of the Disclosing Party; (y) not disclose or permit any third party access to disclose the Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent; and (z) only provide access to the Disclosing Party's Confidential Information to those of the Receiving Party's employees officers, agents and independent contractors who need to know such Confidential Information and who, prior to receiving access to such Confidential Information, have executed and are bound by an agreement that prohibits them from disclosing or using such confidential information other than for the benefit of the Receiving Party in accordance with this Agreement. The Receiving Party may disclose the Disclosing Party's Confidential Information if required by law or court order, provided that the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's expense, in limiting the disclosure (to the extent legally permitted). Without limiting the generality of the foregoing, the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care.

**12. Export Compliance.** You acknowledge that the Software may be subject to export restrictions by the US government and import restrictions by certain foreign governments. You shall not, and shall not allow any third-party to, remove or export from the US or allow the export or re-export of any part of the Software or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the US Department of Commerce Table of Denial Orders or US Department of the Treasury's Specially Designated Nationals and Blocked Persons List; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the US 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; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any US or foreign agency or authority. You agree to the foregoing and warrant that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Software is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology.

**13. Miscellaneous.**

**13.1. Survival.** Sections 2.4 (Restrictions), 3 (Ownership), 4 (Payment), 5 (Term), 9 (Limitation of Liability), 10 (Indemnification), 11 (Confidentiality), 12 (Export Compliance) and 13 (Miscellaneous) shall survive any termination or expiration of this Agreement.

**13.2. Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the

minimum extent necessary so that this Agreement shall otherwise remain in effect.

13.3. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction. The jurisdiction and venue for actions related to the subject matter hereof shall exclusively be the Pennsylvania state and United States federal courts located in Philadelphia, Pennsylvania, and both parties hereby submit to the personal jurisdiction of such courts.

13.4. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

13.5. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. ZeroEyes may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of ZeroEyes' assets or voting securities. You may not assign or transfer this Agreement, in whole or in part, without the prior written consent of ZeroEyes, and any attempt to transfer or assign this Agreement without such prior written consent will be null and void.

13.6. Notices. Any notice hereunder shall be in writing. If to ZeroEyes, such notice shall be sent to the address above to the attention of "Legal Department". If to you, such notice shall be sent to the address you provided upon placing your order. Notices shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered US mail (return receipt requested); or (c) one day after being sent if by next day delivery by a major commercial delivery service.

13.7. Amendment; Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

13.8. Entire Agreement. This Agreement (including any Invoice) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The terms and conditions contained in any customer purchase order shall be of no force and effect. The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver of such right. Notwithstanding the foregoing, if you have entered into a separate written license agreement signed by ZeroEyes for use of the Software, the terms and conditions of such other agreement shall prevail over any conflicting terms or conditions in this Agreement.

13.9. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13.10. Inspection & Audit. Upon ZeroEyes' request, you shall certify in a signed writing that your use of the Software is in full compliance with the terms of this Agreement. With prior reasonable notice, ZeroEyes may inspect or audit the copies of the Software in use by you provided such audit is during regular business hours. If such inspections or audits disclose that you have installed, accessed or permitted access to the Software in a manner that is not permitted under this Agreement, then ZeroEyes may immediately terminate this Agreement and you shall be liable for the reasonable costs of the inspection or audit in addition to any other fees, damages and penalties ZeroEyes may be entitled to under this Agreement and applicable law.

13.11. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockades, war, terrorism, riots, natural disasters or refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

13.12. US Government Rights. The Software is commercial computer software, as such term is defined in 48 C.F.R. § 2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Software as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.