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1. DELIVERY AND INSTALLATION.

A. *Delivery.* Title and risk of loss to the Product, which has been provided to Customer, shall transfer to Customer upon Entreda's delivery to Customer ("Delivery"). Software may be provided by (i) delivery of the Product or (ii) electronic means (where available from Entreda). If the Product has not been sold (for example – a lease or rental transaction), then risk of loss thereto transfers at delivery, but title does not.

B. *Installation and Acceptance.* Acceptance that Software operates in substantial conformity to the Documentation (defined below) occurs upon written acceptance by Customer. Such written acceptance by Customer shall be deemed to have occurred should the Customer not send either a written acceptance or written rejection to Entreda within ten (10) of delivery or electronic availability of that Software. Notwithstanding such acceptance, Customer retains all rights and remedies set forth in the Limited Warranties as further described below.

2. SOFTWARE LICENSE GRANT. Software is licensed to Customer, not sold. Subject to Customer's compliance with the terms of this EULA, including payment of the purchase price and/or all fees for the Product and the Software, Entreda hereby grants Customer a limited, personal, non-sub licensable, non-transferable (except as otherwise permitted herein), non-exclusive right and license to access and use the Entreda Service, including the Software made available by Entreda through the Entreda Service in accordance with the online help files and other content generally available by Entreda ("Documentation") solely for Customer's internal use. Software delivered as a Service shall be licensed for the term indicated in the Quote from Entreda and shall be subject to payment of the monthly, quarterly or annual subscription fees as indicated in the Quote. Documentation is licensed solely for purposes of supporting Customer's use of Software as permitted in this Section. To the extent applicable to Software, Customer may be required to follow Entreda's then current product registration process, if any,

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including without limitation, event data such as firewall logs, that Customer provides in conjunction with the Entreda Service (collectively, "Customer Data"), provided that Entreda (and if applicable, its employees, consultants and suppliers) may retain and use all Customer Data in the course of the administration, operation, maintenance, monitoring and supporting the Software and the Entreda Service. Entreda may use Customer Data in aggregate form for marketing, improving, modifying and publishing results of, the Software and the Entreda Service. Entreda shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Entreda Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Entreda Service. Entreda may also provide Customer Data in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Entreda disclaims all responsibility and will not be liable to Customer for any disclosure of such information to any such third party.

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6. **AUDIT RIGHTS.** Entreda (including any of their respective independent auditors and other representatives and advisors) shall have the right to request Customer to provide an attestation of usage. In the event Customer refuses to provide such an attestation, Entreda shall the right audit usage of Software to confirm compliance with the agreed terms. Such audit is subject may only be performed once annually, and is subject to 30 days advance written notice by Entreda, and shall not unreasonably interfere with Customer's business activities. Customer will provide Entreda with the support required to perform such audit and will, without prejudice to other rights of Entreda, address any non-compliant situations identified by the audit by forthwith procuring additional licenses.

7. **FEES.** Customer shall pay the purchase price and/or all fees for the Entreda Service pursuant to the Purchase Terms and Conditions delivered along with this EULA.

8. **SUPPORT.**

A. *General.* Support for Software is not provided under this EULA. Support, if purchased by Customer, is provided subject to a separate written agreement between the parties. Any Software that may be made available by Entreda pursuant to such support shall become part of the Software and subject to this EULA.

B. *Support Tools*. Entreda may use Support Tools (defined below) or may make certain Support Tools available to assist Customer in performing various maintenance or support related tasks. Customer shall use Support Tools only in accordance with the terms under which Entreda makes such available. For purposes of this Agreement, "Support Tools" means any hardware, software and other tools and/or utilities used by Entreda to perform diagnostic or remedial activities in connection with Software including any software or other tools made available by Entreda to Customer to enable Customer to perform various self-maintenance activities.

9. WARRANTY DISCLAIMER. Except as otherwise specified herein, and except as otherwise specified in the Limited Warranty section, Entreda makes no representation or warranty with respect to any Software under this EULA. ENTREDA DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE PRODUCTS, THE SOFTWARE, THE DOCUMENTATION, SUPPORT TOOLS, OR THE ENTREDA SERVICES PROVIDED TO CUSTOMER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, AND RELIABILITY. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO CUSTOMER. ENTREDA DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, ENTREDA MAKES NO REPRESENTATION REGARDING ANY FORMS, TEMPLATES OR OTHER DOCUMENTS PROVIDED AS PART OF THE SOFTWARE OR THE ENTREDA SERVICES, WHICH ARE IN ALL CASES PROVIDED ON A STRICTLY "AS IS" BASIS. FOR THE AVOIDANCE OF DOUBT, ENTREDA SHALL NOT BE DEEMED TO HAVE PROVIDED TO CUSTOMER ANY LEGAL, TAX, FINANCIAL OR ANY OTHER ADVICE WHATSOEVER. CUSTOMER'S ARE STRONGLY ENCOURAGED TO SEEK INDEPENDENT LEGAL COUNSEL PRIOR TO UTILIZING ANY FORM, TEMPLATE OR OTHER DOCUMENT THAT MAY BE PROVIDED BY ENTRADA, AS PART OF THE SOFTWARE OR THE ENTREDA SERVICES OR OTHERWISE.

10. LIMITATION OF LIABILITY. WHETHER UNDER ANY WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY: (A) NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS, LOSS OR INACCURACY OF DATA, FAILURE TO LOG INTO A DEVICE DUE TO LOST OR MISPLACED PASSWORDS; AND (B) IN ALL CASES ENTREDA'S CUMULATIVE LIABILITY FOR ANY AND ALL DAMAGES IS LIMITED TO AMOUNT PAID TO ENTREDA FROM CUSTOMER FOR THE PARTICULAR PRODUCTS AND/OR SERVICES WITH RESPECT TO WHICH A CLAIM IS MADE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

11. TERM AND TERMINATION. This EULA shall continue until terminated as set forth herein. Entreda may terminate this EULA if Customer violates any material provision of this EULA or any other provision of any agreement with Entreda. Any termination of this EULA shall also terminate the licenses granted hereunder to the Software and the Entreda Service. Upon termination of this EULA for any reason, Customer shall destroy and remove from all computers, hard drives, networks, and other storage media all copies of the Software, and shall so certify to Entreda that such actions have occurred. Section 2 and Sections 6 through 12 (inclusive), and all accrued rights to payment, shall survive termination of this EULA.

12. U.S. GOVERNMENT RIGHTS. The Software is "commercial computer software" as defined in the U.S. Federal Acquisition Regulations (FAR) at 2.101. If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of the EULA as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the "FAR" and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of the EULA as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in the Software. Any confidential or proprietary information received by the Government in connection with the EULA is exempt from release under the Freedom of Information Act and is prohibited from release under the Federal Trade Secrets Act, 18 U.S.C. 1905.

13. EXPORT COMPLIANCE. Customer shall comply with all export laws and regulations of the Applicable Law (as defined in Section 14, below) and of the U.S. Department of Commerce, the U.S. States Department of Treasury Office of Foreign Assets Control, or other U.S. or foreign agency or authority, and Customer shall not export, or allow the export or re-export of any Product in violation of any such laws or regulations. By installing or using the Software, Customer agrees to the foregoing, and represents and warrants that Customer is not located in, under the control of, or a national or resident of any restricted country.

14. CHOICE OF LAW/VENUE. This EULA shall be governed by New York law, without regard to the Uniform Computer Information Transactions Act ("Applicable Law"). Choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods will not apply. Notwithstanding the foregoing, either party may also seek and obtain appropriate relief (including equitable relief) in any court of competent jurisdiction for claims regarding (i) the scope of any licenses granted herein or (ii) its intellectual property rights and confidential information. The prevailing party in an action to enforce this EULA shall be entitled to costs and attorneys and experts fees and expenses.

15. TRIAL, EVALUATION SOFTWARE AND LOANED SOFTWARE. This Agreement shall also apply to (i) "Trial" or "Evaluation Software" (meaning the copy of Software which contains this Agreement, including any copies made by or on behalf of Customer, and all Documentation for the foregoing, which are licensed for a limited duration for the specific purpose of evaluation prior to making a final decision on procurement; and (ii) "Loaned Software" (meaning the copy of Software which contains this Agreement, including any copies made by or on behalf of Customer, and all Documentation for the foregoing, which are licensed for a limited duration directly to Customer for a limited period of time at no charge), subject to the following:

A. The particular Trial, Evaluation or Loaned Software, period of use, installation site and other transaction-specific conditions shall be as mutually agreed between Entreda and Customer and recorded in the form of a trial, evaluation or loan schedule indicated in the Quote or, via email.

B. Notwithstanding any deviating terms in this Agreement, all licenses for Trial, Evaluation Software and Loaned Software expire at the end of the pre-specified period.

C. Customer shall return or delete Evaluation Software and Loaned Software at the end of the evaluation or loan period or when sooner terminated by Entreda for convenience by giving thirty (30) days' written notice, whichever occurs first. Customer shall bear the risk of loss and damage for return of physical media, if any, and de-installation.

D. Customer may use Evaluation Software and Loaned Software solely for the purpose of evaluation and not in a production environment.

E. Without prejudice to any other limitations on Entreda's liability set forth in this Agreement (which shall also apply to Evaluation and Loaned Software), Evaluation Software and Loaned Software are provided "AS IS".

F. Unless otherwise specifically agreed in writing by Entreda, Entreda does not provide maintenance or support for any Evaluation Software. CUSTOMER RECOGNIZES THAT EVALUATION SOFTWARE MAY HAVE DEFECTS OR DEFICIENCIES WHICH CANNOT OR MAY NOT BE CORRECTED BY ENTREDA.

16. GENERAL.

A. Entreda may identify Customer for marketing purposes, unless and until Customer prohibits Entreda from doing so in writing.

B. Customer may not assign any rights or delegate any duties under this EULA and any attempt to do so is void and without effect. Any sale or transfer of 25% or more of equity or assets or any other change in control or management shall be deemed to be an assignment of this EULA.

C. Any notices permitted or required under this Agreement shall be in writing, and shall be deemed given when delivered (i) in person, (ii) by overnight courier, upon written confirmation

of receipt, (iii) by certified or registered mail, with proof of delivery, (iv) by facsimile transmission with confirmation of receipt, or (v) by email, with confirmation of receipt. Notices shall be sent to the address set forth below, or at such other address, facsimile number or email address as provided to the other party in writing. Notices shall be sent to: Entreda, Inc., 2nd Ave, Suite 460, San Mateo, CA 94401, USA. The parties agree that this Agreement has been written in the English language, that the English language version shall govern and that all notices shall be in the English language.

D. This EULA and any terms of documents incorporated by written reference (including written reference to information contained in a URL or Documentation), and any other agreement between the parties of which this EULA is a part, represents the parties entire agreement relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any communication between the parties relating to its subject matter. All terms of any purchase order or similar document provided by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent or conflict with this Agreement, shall be null and void and of no legal force or effect.

E. No modification to this EULA will be binding unless in writing and signed by an authorized representative of each party.

F. Any express waiver or failure to exercise promptly any right under this EULA will not create a continuing waiver or any expectation of non-enforcement.

G. If any provision of this EULA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable.

H. To the extent that any and all provisions of this EULA shall exclude or limit any statutory liability which, according to mandatory provisions of Applicable Law cannot be contractually excluded or limited by mutual agreement of the parties, then such provision shall be given only such effect, if any, as is permitted by the Applicable Law.

I. Neither party will be responsible for any failure or delay in its performance under this EULA , excluding Customer's payment obligations, due to causes beyond its reasonable control, including, but not limited to, lockouts, shortages of or inability to obtain energy, raw materials or supplies, war, terrorism, riot, or natural disasters.

J. Capitalized terms not defined herein shall have the meaning set forth in the Purchase Terms and Conditions, the Support Services Terms and Conditions, or the Limited Warranties, in each case to the extent applicable, this EULA is an integral part.