

PSIGEN SOFTWARE, INC.

PSISAFE END USER LICENSE AGREEMENT

NOTICE TO END USER: PLEASE CAREFULLY READ THIS PSISAFE END USER LICENSE AGREEMENT (THIS “AGREEMENT”), WHICH CONTAINS THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ACQUIRING A LICENSE TO USE THE ACCOMPANYING SOFTWARE (THE “SOFTWARE”) AND WHICH GOVERNS YOUR USE OF THE SOFTWARE. CLICKING TO “ACCEPT” DURING REVIEW OF THIS AGREEMENT, OR ANY INSTALLATION OR USE OF ANY OF THE SOFTWARE PROVIDED WITH THIS AGREEMENT, CONSTITUTES YOUR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HAVE NOT USED ANY OF THE SOFTWARE, CLICK “DON’T ACCEPT” AND PROMPTLY RETURN THE SOFTWARE AND ANY ACCOMPANYING ITEMS (INCLUDING WRITTEN MATERIALS, BINDERS, OTHER DOCUMENTATION AND CONTAINERS, IF APPLICABLE) TO THE PARTY FROM WHOM YOU PURCHASED THE SOFTWARE LICENSE FOR A FULL REFUND.

ACCEPTANCE BY DEEMED AUTHORIZED AGENT: IN THE EVENT THAT A SYSTEM INTEGRATOR, CONSULTANT, CONTRACTOR OR OTHER PARTY CLICKS TO “ACCEPT” THIS AGREEMENT FOR YOU OR INSTALLS OR USES ANY OF THE SOFTWARE ON YOUR BEHALF PRIOR TO YOUR USE OF ANY OF THE SOFTWARE, SUCH SYSTEM INTEGRATOR, CONSULTANT, CONTRACTOR OR OTHER PARTY (REFERRED TO HEREIN AS A “DEEMED AUTHORIZED AGENT”) WILL BE DEEMED TO BE YOUR AUTHORIZED AGENT ACTING ON YOUR BEHALF, AND YOU WILL BE DEEMED TO HAVE ACCEPTED ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS IF YOU HAD CLICKED TO “ACCEPT” OR INSTALLED OR USED ANY OF THE SOFTWARE. IN ADDITION, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY LICENSING THE SOFTWARE REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY.

This Agreement is by and between PSIGEN Software, Inc. (“PSIGEN”) and the end user of the Software (referred to herein as “you” or “end user”). For purposes of this Agreement, the “Effective Date” means the date that PSIGEN issued the license key for the Software license you purchased. All of the terms and conditions in this Agreement will govern your use of the Software regardless of whether your license to use the Software is for a specified period of time (referred to herein as a “term license”) or your license to use the Software is not limited to a specified period of time (referred to herein as a “perpetual license”), except that any terms and conditions herein that expressly apply (i) specifically to a term license will apply to you only if your license is a term license, or (ii) specifically to a perpetual license will apply to you only if your license is a perpetual license.

1. **Software License.**

(a) **Grant.** Subject to the terms and conditions set forth herein (including, without limitation, all restrictions and prohibitions in Section 17 below), PSIGEN hereby grants to you either (i) a non-exclusive, limited and restricted term license, or (ii) a non-exclusive, limited and restricted perpetual license, as applicable (based on Section 1(c) below), in either case to (A) use the Software in object code form solely for your own internal business purposes on a computer or virtual machine (each, sometimes referred to herein as a “computer”) running a validly licensed copy of any operating system for which the Software was designed (provided, however, that you are not authorized to run, and will not run, a single license of the Software simultaneously on multiple operating systems on the same computer), and (B) use the Documentation (as defined below) solely for your own internal business purposes and in connection with authorized use of the Software. You may use the Software either concurrently on multiple computers up to the maximum number of licenses you purchased, or only by a named user, depending on which method of use applies to your Software license and which feature of the Software you are utilizing. If your Software license is of the type that must be assigned to a named user (or if any feature(s) of the Software may be used only by a named user), then neither your license under this Agreement nor the Software (or any such feature of the Software) may be shared or used by any other user(s), regardless of whether or not such use is concurrent or simultaneous, even if such other user(s) also have access to the computer on which the

Software (or any such feature of the Software) is installed or might otherwise be capable of accessing the Software (or any such feature of the Software). For licensing purposes, use of the Software via remote terminals, thin-client desktop operating systems and all other desktop virtualization software will constitute concurrent use of a single Software license for each individual user concurrently using the Software, regardless of the number of physical computers being used to host the Software. For purposes of this Agreement, "Documentation" means any administrative and user manuals, WIKI (online documentation from PSIGEN's website), data sheets, specifications and/or other materials relating to the Software and provided by PSIGEN, whether in printed or electronic format.

(b) **Compatible Connectivity Features.** You acknowledge and agree that for any peripheral device (including, without limitation, any copier, scanner, multi-function device, tablet, handheld computer or other mobile device) to have either a direct or indirect integration (including, without limitation, to a copier, network scanner, folder or cloud system, or via a plug-in to email or any other system) that enables such peripheral device to connect with, access, utilize, send data and images to, and/or manage documents and data through the Software (regardless of the media, method, protocol or form of transmission used by such peripheral device to connect with, access, utilize, send data and images to, and/or manage documents and data through the Software), you must purchase, as an add-on to your Software license, a compatible connectivity feature (each, a "Connectivity Feature") for each such peripheral device. If any Connectivity Feature(s) is (are) provided to you by PSIGEN and/or an Authorized Reseller (as defined in Section 1(f) below), all software and code comprising, enabling, embodied in and/or utilized by each applicable Connectivity Feature will constitute "Software" (and be included in the definition thereof) under this Agreement, and as such, your use of each applicable Connectivity Feature will be subject to the terms and conditions in this Agreement applicable to the Software (including, without limitation, all restrictions and prohibitions in Section 17 below).

(c) **License Term.**

(i) **Term License.** Your license under this Agreement is a term license, and your right to use the Software and the Documentation hereunder will be for a limited period of time (the "Time Period"), if such Time Period (for example, and for illustrative purposes only, 1 year (or 12 months), 3 years (or 36 months), etc.) is specified, stated or referred to (including as part of the Software product name or product item number): (A) in the applicable Purchase Order Documents (as defined in Section 1(c)(iv) below) relating to your order for the Software license, or (B) in the applicable invoice issued by PSIGEN for the Software license you purchased, whether such invoice is issued to you (if you placed your order directly with PSIGEN) or to the applicable Authorized Reseller (if you placed your order directly with an Authorized Reseller). Subject to any earlier termination as provided herein, if your license is a term license, the term of your license under this Agreement will commence on the Effective Date and expire at the end of the Time Period following the Effective Date (the "Initial License Term"), subject to being automatically extended pursuant to Section 20(a) below. Accordingly, if your license under this Agreement is a term license, your License Term will be, collectively, the Initial License Term and any applicable Extension Period(s) (as defined in Section 20(a) below), subject to any earlier termination as provided herein. In addition, if your license is a term license, you acknowledge and agree that, without limiting the applicability of the above provisions of this Section 1(c)(i) to the extent such provisions establish a shorter Time Period for your Initial License Term based on the applicable Purchase Order Documents or PSIGEN invoice, under no circumstances will the Time Period that determines your Initial License Term (or your Initial License Term) be longer than the maximum Time Period (or maximum Initial License Term) offered and authorized by PSIGEN in connection with standard sales of Software licenses at the time you purchased your Software license.

(ii) **Perpetual License.** Your license under this Agreement is a perpetual license only if neither the applicable Purchase Order Documents relating to your order for the Software license nor the applicable invoice issued by PSIGEN for the Software license you purchased (whether issued to you or to an Authorized Reseller, if applicable) specifies, states or refers to a Time Period for your license. Subject to any earlier termination as provided herein, if your license is a perpetual license, your License Term will commence on the Effective Date and not expire.

(iii) **Conflicting Time Periods.** You acknowledge and agree that if there is any conflict between the Time Period specified, stated or referred to (or the absence of any Time Period specified, stated or

referred to) in your applicable Purchase Order Documents and the Time Period specified, stated or referred to (including as part of the Software product name or product item number) in the invoice issued by PSIGEN for your order (whether issued to you or to the Authorized Reseller through which you purchased the license, as applicable), then the Time Period specified, stated or referred to in the invoice issued by PSIGEN will govern and be the Time Period under this Agreement.

(iv) Purchase Order Documents. For purposes of this Agreement, “Purchase Order Documents” means (A) the applicable valid and mutually agreed to purchase order, acknowledgment, confirmation and/or other similar transaction documents between you and PSIGEN if you placed your order for the Software license directly with PSIGEN, or (B) in the applicable valid and mutually agreed to purchase order, acknowledgment, confirmation and/or other similar transaction documents between you and an Authorized Reseller if you placed your order for the Software license directly with an Authorized Reseller, provided, that PSIGEN must have received complete and accurate copies of the applicable Purchase Order Documents and approved the order placed pursuant thereto.

(d) **Premises License; Cloud License**.

(i) Premises License. If your license under this Agreement is a “premises” license, you are authorized to use the Software to manage and store documents and data on your local server or on a server hosted by a third party, subject to the terms and conditions set forth herein (including, without limitation, all restrictions and prohibitions in Section 17 below).

(ii) Cloud License. If your license under this Agreement is a “cloud” license: (A) you must use the Software and store your documents and data only on a server controlled by PSIGEN, or on a server controlled by the Authorized Reseller through which you purchased such “cloud” license if such Authorized Reseller also is authorized by PSIGEN to provide hosting services for the Software (as such, an “Authorized Host”) pursuant to a valid, existing cloud hosting or similar agreement with PSIGEN (a “PSIGEN Hosting Agreement”); and (B) prior to using the Software, you must enter into a cloud services agreement with PSIGEN (a “PSIGEN Cloud Services Agreement”) or with such Authorized Host (an “Authorized Host Cloud Services Agreement”), as applicable. Your use of the Software under a “cloud” license will be subject to the terms and conditions of both this Agreement and the applicable PSIGEN Cloud Services Agreement or Authorized Host Cloud Services Agreement; provided, however, that if any of the terms or conditions in the applicable PSIGEN Cloud Services Agreement or Authorized Host Cloud Services Agreement conflict with, or are contrary to, any of the terms or conditions of this Agreement, then the terms and conditions of this Agreement will govern and prevail over any and all such conflicting or contrary terms or conditions. In addition, you acknowledge and agree that if you use the Software and store your documents and data on a server controlled by an Authorized Host (i.e., if your use of the Software under a “cloud” license is subject to an Authorized Host Cloud Services Agreement), then your “cloud” license and rights to use the Software hereunder also are subject to such Authorized Host maintaining its rights to serve as an Authorized Host pursuant to its PSIGEN Hosting Agreement.

(iii) Cloud Service Agreements. If you enter into (or have entered into) a PSIGEN Cloud Services Agreement, you acknowledge and agree that the services provided by PSIGEN thereunder will constitute “services licensed, sold and/or provided by PSIGEN under or in connection with this Agreement” for purposes of this Agreement, including, without limitation, for purposes of the provisions in Section 11 and Section 16(a) below. If you enter into (or have entered into) an Authorized Host Cloud Services Agreement, then in addition to (and without limiting) any of the provisions in Section 16(c) below, and notwithstanding that PSIGEN has authorized the Authorized Host to provide hosting services for the Software pursuant to the applicable PSIGEN Hosting Agreement, you acknowledge and agree that in no event and under no circumstances will PSIGEN be responsible or liable to you or any other person or entity for (A) any covenants or obligations of the Authorized Host under such Authorized Host Cloud Services Agreement, (B) any damages whatsoever arising out of, based on or resulting from any actions or omissions of the Authorized Host in connection with providing services pursuant to such Authorized Host Cloud Services Agreement or otherwise, or (C) any termination of your license under this Agreement, or any other loss of or impact on your rights hereunder, arising out of, based on or resulting from any expiration or termination of the Authorized Host’s right to act as an Authorized Host pursuant to its PSIGEN Hosting Agreement (or otherwise).

(e) **Conflicting Terms.** You agree that the terms and conditions of this Agreement will prevail notwithstanding any contrary or additional terms or conditions contained in any Purchase Order Documents used or issued by you or by any Authorized Reseller and relating to (i) the purchase, sale and/or, if your license is a term license, any extension, of your Software license under this Agreement or (ii) any related support contract. You also agree that no terms or conditions in any such Purchase Order Documents used or issued by you or by any Authorized Reseller will be of any force or effect or be binding on PSIGEN, other than those terms specifically identifying (A) the number of Software licenses being purchased and/or (B) the Time Period (i.e., the length of the Initial License Term) for such Software license(s) that are term licenses, and even those terms described in clauses (A) and (B) above will be binding on PSIGEN only if, and to the extent to which, PSIGEN accepts and agrees to such terms by specifying or stating the same applicable term(s) in the invoice issued by PSIGEN for the applicable order.

(f) **Authorized Reseller.** For purposes of this Agreement, “Authorized Reseller” means any third party that is authorized by PSIGEN to market, sell and distribute the Software, including, without limitation, PSIGEN’s resellers and distributors, authorized affiliates of PSIGEN’s resellers and authorized resellers of PSIGEN’s distributors. If you purchased your Software license through an Authorized Reseller, PSIGEN is providing the Software pursuant to its agreement or contractual arrangement with (or relating to) such Authorized Reseller, and subject to the terms and conditions of this Agreement. You acknowledge and agree, however, that PSIGEN is not responsible for (i) any actions or omissions of such Authorized Reseller or any employees, representatives or other agents of such Authorized Reseller, (ii) any covenants or obligations of such Authorized Reseller under any applicable Purchase Order Documents or any maintenance, support and/or service contracts between you and such Authorized Reseller, (iii) any other or additional obligations that such Authorized Reseller may have to you, (iv) any other products or services that such Authorized Reseller may sell, provide or supply to you, regardless of whether you purchased the Software license through such Authorized Reseller as a stand-alone product or together with other products or services as part of a solution that contains and/or is used in conjunction with any of the Software (or any component(s) thereof), or (v) any alterations, modifications or repair to any of the Software (or any component(s) thereof) done by such Authorized Reseller without PSIGEN’s prior written approval.

2. **Support.**

(a) **Product Support.** Subject to the terms and conditions of this Agreement, including the conditions in clause (A) and clause (B) below: (i) if your license is a term license, the license includes product support during the License Term; and (ii) if your license is a perpetual license, the license includes product support only if the purchase price paid to PSIGEN for your license included product support for a specified period of time (e.g., for the first year of the License Term) or you or the Authorized Reseller through which you purchased your Software license (if applicable) purchases and timely pays PSIGEN in full for a separate support contract covering your license and such support contract is in full force and effect. If your license is a term license, or if your license is a perpetual license that included product support for a specified period of time or that is otherwise covered by an existing and fully paid support contract (as described in clause (ii) above), you will be entitled to product support, as described in this Section 2(a) provided that (A) all applicable license fees due and payable to PSIGEN for your Software license (including any periodic or installment payments, if applicable) have been timely paid in full, whether such license fees are payable by you or by an Authorized Reseller (if you purchased your Software license through an Authorized Reseller), and (B) you have not breached any of your covenants or obligations under this Agreement or, if applicable, under any PSIGEN Cloud Services Agreement or Authorized Host Cloud Services Agreement. PSIGEN’s Authorized Resellers generally are required to provide first level technical support for the Software. Accordingly, if you purchased your Software license through an Authorized Reseller, you agree to first contact such Authorized Reseller regarding any technical support questions you may have or any technical support assistance you may need. If the conditions described in both clause (A) and clause (B) above are met, PSIGEN also will provide technical support for the Software (1) during the License Term if your license is a term license, and (2) during such time as the conditions described in clause (ii) above also are met if your license is a perpetual license, in each case pursuant and subject to PSIGEN’s then applicable Product Support Commitment policies for the Software (including all applicable conditions and exclusions described therein), as set forth under the “Support – Support Policies” tab for the Software on PSIGEN’s website at www.psigen.com/support, or such other web address that PSIGEN may

use from time to time to publish such product support policies. You acknowledge and agree that PSIGEN reserves the right, and will have the right, in its sole discretion, to revise any of its product support policies and/or to modify and/or terminate any of its product support services at any time or from time to time.

(b) **Prior Versions of Software Excluded; Updates and Upgrades.** In addition to all other applicable requirements and conditions, you also acknowledge and agree that in order to receive product support from PSIGEN, you must be using a version of the Software that is then being supported by PSIGEN. Without limiting the generality of the foregoing, PSIGEN is not obligated to support old or prior versions of the Software after it releases any Updates (as defined below), Upgrades (as defined below) or other modifications to the Software (regardless of whether any such Update, Upgrade and/or other modification is available to you either for a fee or at no charge under PSIGEN's then applicable Product Support Commitment policies). In addition, if your license is a perpetual license: (i) you will be entitled to receive an Update only for the version of the Software you are using and only if such version is then being supported by PSIGEN; and (ii) you will not be entitled to receive or purchase an Upgrade unless (A) your license has been continuously covered by one or more PSIGEN support contracts (either purchased by you or the Authorized Reseller through which you purchased the license, as applicable) from the Effective Date through the date that the applicable Upgrade is released by PSIGEN, and (B) all of the applicable fees for all such PSIGEN support contracts payable to PSIGEN (whether by you or such Authorized Reseller, as applicable) have been timely paid in full. For purposes of this Agreement, the term "Software" includes any and all Updates, Upgrades and/or other modifications to the Software released by PSIGEN during the License Term; provided, however, that neither the release by PSIGEN of any Updates, Upgrades and/or other modifications to the Software or your use of any of them will increase or otherwise change the License Term.

(c) **Potential Revised EULAs.** In addition to the applicable requirements and conditions described in Section 2(a) Section 2(b) above, you acknowledge and agree that in connection with making any Update or Upgrade available to you, PSIGEN may require that you accept and agree to the then-current version of the End User License Agreement for the Software (a "Revised EULA"), and that upon your acceptance of any such Revised EULA, the Revised EULA will replace and supersede the applicable End User License Agreement governing your use of the Software that was in effect immediately prior to such acceptance (the "Prior EULA"). If this Agreement constitutes a Revised EULA that you have accepted and agreed to, whether in connection with receiving an Update or Upgrade or otherwise (including, without limitation, in connection with any automatic extension of a term license pursuant to Section 20(a) below), then you also acknowledge and agree that (i) the terms of this Revised EULA will be effective and the Prior EULA replaced and superseded as of the date you clicked to "Accept" this Revised EULA (the "Replacement Date"); and (ii) notwithstanding that this Agreement (as the Revised EULA) replaces and supersedes the Prior EULA, clicking to "Accept" this Agreement (as the Revised EULA) will not release you or PSIGEN from any obligations or liabilities which have already accrued under the Prior EULA as of the Replacement Date or which may accrue after the Replacement Date with respect to any act or omission prior to the Replacement Date (e.g., if you or PSIGEN breached the Prior EULA prior to the Replacement Date); provided, however, that all such obligations and liabilities of PSIGEN, if any, which have accrued or may hereafter accrue under the Prior EULA will continue to be subject to all limitations on PSIGEN's liabilities expressly set forth in the Prior EULA, as well as all limitations on PSIGEN's liabilities expressly set forth in this Agreement (as the Revised EULA) (including, without limitation, the limitations on your remedies and PSIGEN's liabilities set forth in Section 10, Section 15 and Section 16 below) to the same extent as if such obligations and liabilities arose solely under this Agreement (as the Revised EULA). For avoidance of doubt, a Revised EULA will not change the "Effective Date" relating to your license (as defined in the introductory paragraph of this Agreement) or your License Term.

(d) **Definitions.**

(i) **Updates.** For purposes of this Agreement, "Updates" mean versions of the Software, including version patches, subsequently released by PSIGEN to the public for the purpose of correcting errors and fixing software bugs that PSIGEN generally makes available to its customers that (A) are on a maintenance and support program, (B) are under a support contract, and/or (C) receive support as part of a term license.

(ii) **Upgrades.** For purposes of this Agreement, “Upgrades” mean new versions of the Software subsequently released by PSIGEN that contain new features and/or functionality and are not released solely for purposes of correcting errors and fixing software bugs as is the case with Updates; provided, however, that Upgrades do not include subsequent versions of the Software that PSIGEN considers new products (which would include, without limitation, any subsequent version of the Software that has or includes a new module and/or part number).

3. **Disabling of Software.** PSIGEN will not electronically or mechanically disable or deactivate the Software or impede your ability to use the Software during the License Term unless: (i) PSIGEN does not receive timely payment of any applicable license fee(s) for the Software (including any applicable license fee for any Extension Period), whether such payment is withheld by you, by an applicable Authorized Reseller or by any other party otherwise involved in the transaction; (ii) your license is terminated prior to the expiration of the License Term due to your breach of this Agreement or, if applicable, of any PSIGEN Cloud Services Agreement; or (iii) your license is terminated prior to the expiration of the License Term for any other reason permitted by this Agreement. If any event described or referred to in clause (i), clause (ii) and/or clause (iii) above occurs, then in addition to any other rights and remedies that may be available to PSIGEN hereunder or otherwise, PSIGEN will have the right, exercisable in its sole discretion, to electronically or mechanically disable or deactivate the Software and/or to otherwise impede and/or terminate your ability to use the Software.

4. **Proprietary Rights.** You acknowledge that the Software and the Documentation are proprietary to PSIGEN (and, as applicable, its suppliers and licensors). You agree to hold the Software and the Documentation in confidence, disclosing the Software and the Documentation only to authorized employees or contractors having a need to use the Software and/or the Documentation as permitted by this Agreement and to take all reasonable precautions to prevent disclosure to any other parties.

5. **Ownership.** The Software and the Documentation are licensed, not sold. Except for the non-exclusive, limited and restricted license granted in Section 1 above to use the Software and the Documentation in accordance with the terms and subject to the conditions in this Agreement, you are not granted or acquiring any ownership, use or other rights whatsoever in or to the Software, the Documentation or any patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other intellectual property or other rights, franchises or licenses relating to the Software or the Documentation. Title to and ownership of the Software, any copies or the Software, the Documentation, any reproductions of any Documentation, any Derivative Works (as defined below) and/or any content and/or services provided by PSIGEN pursuant to any PSIGEN Cloud Services Agreement (if applicable) or through or relating to any installation, configuration, maintenance, support and/or other professional or consulting services will remain the sole property of PSIGEN (and, as applicable, its suppliers and licensors). You hereby expressly acknowledge and affirm the ownership and other rights of PSIGEN (and, as applicable, its suppliers and licensors) as set forth in Section 4 above and in this Section 5. Accordingly, you will not at any time, directly or indirectly (i) claim or assert any ownership or other rights (other than the license rights granted in Section 1 above) in or to any of the Software (or any component(s) thereof), any Documentation, any Derivative Works and/or any content and/or services provided by PSIGEN pursuant to any PSIGEN Cloud Services Agreement (if applicable) or through or relating to any installation, configuration, maintenance, support and/or other professional or consulting services; (ii) oppose the grant of, or dispute the validity of, any ownership rights, intellectual property rights or other rights of PSIGEN and/or its suppliers or licensors in or to any of the Software (or any component(s) thereof), any Documentation, any Derivative Works and/or any content and/or services provided by PSIGEN pursuant to any PSIGEN Cloud Services Agreement (if applicable) or through or relating to any installation, configuration, maintenance, support and/or other professional or consulting services; or (iii) challenge or assist others to challenge, whether in any action, suit or proceeding or otherwise, any ownership rights, intellectual property rights or other rights of PSIGEN and/or its suppliers or licensors in or to any of the Software (or any component(s) thereof), any Documentation, any Derivative Works, any content and/or services provided by PSIGEN pursuant to any PSIGEN Cloud Services Agreement (if applicable) or through or relating to any installation, configuration, maintenance, support and/or other professional or consulting services, or the registration of any of such rights. For purposes of this Agreement, “Derivative Works” mean any work or product that (a) is derived from, or based upon, any of the Software (or any component(s) thereof) and/or any of the Documentation, (b) requires any of the Software (or any component(s) thereof)

or any other PSIGEN software product to operate or function, and/or (c) if prepared without the authorization of PSIGEN, would constitute a copyright infringement.

6. **No Use of Name or Similar Marks.** You will not (i) adapt or use any trademark, mark or trade name that is similar to or could be confused with any trademark, mark or trade name of PSIGEN or any of its suppliers or licensors, (ii) attempt to register any trademarks, marks or trade names confusingly similar to any of those of PSIGEN or any of its suppliers or licensors, or (iii) take any other action that impairs or reduces the trademark rights or any other intellectual property rights of PSIGEN or any of its suppliers or licensors.

7. **Additional Copies of Software and Documentation.** You may make additional copies of the Software solely for your own internal use, provided that you comply with the all license terms, conditions and restrictions set forth in Section 1 above, Section 17 below and/or elsewhere in this Agreement. You will not distribute any such additional copies of the Software to any third party without PSIGEN's prior written consent. In addition, you agree that any and all such additional copies of the Software that you may make as permitted by this Agreement will bear all copyright, trademark and other proprietary notices included therein by PSIGEN. You will have the right, as part of the license granted herein, to make a reasonable number of additional copies of the Documentation to the extent that such additional copies are for your own internal use and necessary for your use of the Software as permitted under this Agreement.

8. **Content Accessed or Managed.** Title, ownership rights, copyrights and all other intellectual property rights in and to any content accessed or managed through the use of the Software are and will remain the property of the applicable content owner and may be protected by applicable copyright or other law. You understand, acknowledge and agree that the license granted herein does not grant you any ownership, use or other rights whatsoever in or to any such accessed or managed content that is owned by other parties or in which other parties otherwise have intellectual property rights.

9. **Limited Warranty.** PSIGEN warrants that the Software will perform substantially in accordance with the Documentation for a period of ninety (90) days immediately following the Effective Date. The foregoing limited warranty will not apply to any Software that (i) has been installed by any means other than through PSIGEN's standard installation process, (ii) has been installed on a computer that does not meet PSIGEN's then current published minimum recommended specifications for running the Software (as set forth under the "Products" tab on PSIGEN's website at <http://www.psigen.com/index.php/products>, or such other web address that PSIGEN may use from time to time to publish such specifications), (iii) has been altered or repaired other than by PSIGEN, (iv) has been subject to misuse, mishandling, misapplication, neglect or accident, or (v) has not been used or operated in accordance with applicable specifications or instructions in the Documentation or otherwise supplied in writing by PSIGEN. THE LIMITED WARRANTY ABOVE GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION.

10. **Limited Remedies.** In the event that you believe there has been a breach of the 90-day limited warranty set forth in Section 9 above, you will promptly give PSIGEN written notice of such alleged breach by sending an email to accounting@psigen.com with the phrase "Software Warranty Claim" stated in the subject line. Your notice must describe in reasonable detail the specific basis or cause of such alleged breach. If a breach of the 90-day limited warranty has occurred, you acknowledge and agree that PSIGEN's entire obligation and liability, and your sole and exclusive remedy, as a result of such breach will be for PSIGEN to take, in its sole discretion, one of the following actions: (i) correct the error; (ii) help you work around or avoid the error; (iii) repair or replace the Software, as soon as commercially practicable, so that the functionality of the repaired Software or such replacement is substantially equivalent to the intended functionality of the Software; or (iv) authorize a refund to you of the license fee received by PSIGEN (whether paid to PSIGEN by you, an Authorized Reseller or any other party) for your Software license. If PSIGEN authorizes a refund as described in clause (iv) above, you acknowledge and agree that: (a) in order to receive such refund, you must first cease using the Software, permanently remove and purge all copies of the Software and any Documentation from all computers, computer storage, tablets, phones, other electronic devices and/or other media on which either was stored, and either return to PSIGEN or destroy all physical / tangible copies of the Software (including any physical media and/or dongles on which any of the Software is stored) and any Documentation; and if PSIGEN requests, you also must promptly

certify in writing to PSIGEN's reasonable satisfaction that you have fully complied with and completely discharged your obligations under this clause (a) with respect to such permanent removal and purging of all such electronic copies and such return or destruction of all such physical / tangible copies of the Software and any Documentation; and (b) if you purchased your Software license through an Authorized Reseller, you must obtain your refund directly from such Authorized Reseller and not from PSIGEN. For avoidance of doubt, you acknowledge and agree that as used in this Agreement (including in this Section 10 and in Section 12(c) below), the "license fee" received by PSIGEN for your Software license does not include any fees for consulting services, professional services, custom development, or any other fees assessed at an hourly rate (if any) paid to PSIGEN.

11. **No Other Warranties; Disclaimers.** PSIGEN DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING ANY OF THE SOFTWARE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9 ABOVE, THE SOFTWARE (AND ALL COMPONENTS THEREOF) AND ALL PHYSICAL MEDIA (IF APPLICABLE), DOCUMENTATION AND OTHER MATERIALS, DATA, TECHNOLOGY, ITEMS AND/OR SERVICES LICENSED, SOLD AND/OR PROVIDED BY PSIGEN UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY PSIGEN CLOUD SERVICES AGREEMENT (IF APPLICABLE), ARE LICENSED, SOLD AND/OR PROVIDED "AS IS" AND "WITH ALL FAULTS," AND PSIGEN MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (WHETHER ARISING IN OR BY LAW, CUSTOM, CONDUCT, USAGE OR OTHERWISE), WITH REGARD TO ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF) OR ANY PHYSICAL MEDIA, ANY DOCUMENTATION OR ANY SUCH OTHER MATERIALS, DATA, TECHNOLOGY, ITEMS OR SERVICES. PSIGEN DOES NOT WARRANT THAT ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF) OR ANY PHYSICAL MEDIA, ANY DOCUMENTATION, OR ANY OTHER MATERIALS, DATA, TECHNOLOGY, ITEMS OR SERVICES LICENSED, SOLD AND/OR PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY PSIGEN CLOUD SERVICES AGREEMENT (IF APPLICABLE) WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, PSIGEN EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED (WHETHER ARISING IN OR BY LAW, CUSTOM, CONDUCT, USAGE OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, SATISFACTORY QUALITY, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE SOFTWARE (AND ALL COMPONENTS THEREOF), THE DOCUMENTATION, ANY PHYSICAL MEDIA ON WHICH PSIGEN PLACES THE SOFTWARE (IF APPLICABLE), AND/OR ANY OTHER MATERIALS, DATA, TECHNOLOGY, ITEMS AND/OR SERVICES LICENSED, SOLD AND/OR PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY PSIGEN CLOUD SERVICES AGREEMENT (IF APPLICABLE). NO PSIGEN EMPLOYEE, REPRESENTATIVE OR OTHER AGENT, NO AUTHORIZED RESELLER AND NO EMPLOYEE, REPRESENTATIVE OR OTHER AGENT OF ANY AUTHORIZED RESELLER IS AUTHORIZED TO MODIFY, EXTEND OR ADD TO THE LIMITED WARRANTY SET FORTH IN SECTION 9 ABOVE OR MAKE ANY OTHER WARRANTY ON BEHALF OF PSIGEN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE LIMITATIONS OR EXCLUSIONS SET FORTH ABOVE OR ELSEWHERE IN THIS AGREEMENT MAY NOT APPLY TO YOU. HOWEVER, YOU AGREE THAT ALL EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS AGREEMENT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. **Infringement Claims - Indemnification by PSIGEN.**

(a) **Defense.** Subject to the limitations, exclusions and conditions set forth in this Agreement, if an unaffiliated third party initiates any claim, suit or other legal action (any of the foregoing, a "Third-Party Claim") against you alleging that your use of the Software infringes any United States patent issued or published as of the Effective Date or any United States copyright existing as of the Effective Date (collectively, "Third-Party Rights"), then PSIGEN will (i) defend you against, or at PSIGEN's option settle (in either case, at PSIGEN's sole discretion and under PSIGEN's sole control), such Third-Party Claim, and (ii) indemnify you against damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) that are included in a final judgment (without right of appeal) against you or in a

settlement approved by PSIGEN and that are attributable to your use of the Software. PSIGEN will be relieved of the foregoing obligations, and you will not be entitled to have PSIGEN defend or indemnify you against any Third-Party Claim under this Section 12, unless: (A) all applicable license fees for your Software license that were due and payable to PSIGEN (whether payable by you, an applicable Authorized Reseller or any other party) prior to such Third-Party Claim have been timely paid in full; (B) you are in compliance with, and at all times prior to such Third-Party Claim have performed and complied with, all of your covenants and obligations under this Agreement and, if applicable, under any PSIGEN Cloud Services Agreement or Authorized Host Cloud Services Agreement; (C) you give PSIGEN written notice of any such Third-Party Claim (including the applicable allegations and relevant details relating thereto) within ten (10) days after you first receive notice or otherwise become aware of such Third-Party Claim by sending an email to accounting@psigen.com with the phrase "Software Infringement Claim – Indemnification Request" stated in the subject line; (D) you permit PSIGEN to assume, control and conduct the defense of such Third-Party Claim with legal counsel of PSIGEN's choice and to settle such Third-Party Claim at PSIGEN's sole discretion; and (E) you fully cooperate with, and provide assistance to, PSIGEN, as reasonably requested by PSIGEN, in any investigation and/or defense conducted by PSIGEN in connection with such Third-Party Claim. Notwithstanding clause (D) above, you may participate in the defense of the applicable Third-Party Claim at your own expense with legal counsel of your choice; provided, however, you will not enter into any settlement that obligates PSIGEN to incur any liability, obligation or expense (including, without limitation, under this Section 12) or make any admission without PSIGEN's prior written consent. In addition, PSIGEN will not be liable for any costs or expense incurred by you without PSIGEN's prior written authorization.

(b) **Other Remedial Actions.** If (i) an injunction or other legally binding restriction is sought or obtained against your use of any of the Software (or any component(s) thereof), (ii) any of the Software (or any component(s) thereof) is finally adjudicated to infringe any Third-Party Rights or any other United States patent, United States copyright or other proprietary rights of any third party, or (iii) in PSIGEN's sole judgment, any of the Software (or any component(s) thereof) is (are) likely to become the subject of any Third-Party Claim for infringement of any Third-Party Rights or any other United States patent, United States copyright or other proprietary rights of any third party, then in any such event PSIGEN may elect, in its sole discretion and at its expense, to: (A) procure for you the right to use the applicable Software (and/or component(s) thereof) under the applicable third party's proprietary rights consistent with this Agreement; (B) replace the applicable Software (and/or component(s) thereof) with other suitable software (and/or component(s)) that is (are) functionally substantially equivalent to the replaced Software (and/or component(s) thereof); (C) modify the applicable Software (and/or component(s) thereof) so that such modified Software (and/or component(s) thereof) no longer infringes (or in PSIGEN's sole judgment, potentially infringes) any Third-Party Rights or any other United States patent, United States copyright or other proprietary rights of any third party, but remains functionally substantially equivalent to the applicable Software (and/or component(s) thereof) prior to such modification; or (D) terminate this Agreement and the license granted hereunder (without any liability to PSIGEN under this Section 12 or otherwise on account of such termination), and subject to you satisfying all of the refund conditions and requirements described below, authorize a refund to you of the Refundable Portion (as defined below), if any, of the license fee and support contract fee (if applicable) received by PSIGEN (whether paid to PSIGEN by you, an Authorized Reseller or any other party) for your Software license and support contract (if applicable). In the event PSIGEN elects to terminate this Agreement pursuant to clause (D) above, you acknowledge and agree that: (1) this Agreement and the license granted hereunder will terminate immediately upon such election by PSIGEN; (2) you will immediately cease using the Software; (3) in order to receive the Refundable Portion, if any, of the license fee and support contract fee (if applicable) received by PSIGEN for your license and support contract (if applicable), you must timely comply with all the provisions and requirements in clauses (i) through (iv) of Section 21 below following such termination of this Agreement; and (4) if you purchased your Software license through an Authorized Reseller, PSIGEN, in its sole discretion, may require you to obtain your refund of the Refundable Portion directly from such Authorized Reseller and not from PSIGEN.

(c) **Refundable Portion.** For the purpose of determining the amount of the refund, if any, that you may be entitled to receive in the event that PSIGEN terminates this Agreement and your license pursuant to clause (D) of Section 12(b) above, the term "Refundable Portion" means the following amount(s) of the license fee and support contract fee (if applicable) received by PSIGEN (whether paid to PSIGEN by you, an Authorized Reseller or any other party) for your license and for an applicable support contract covering

your license: (i) if your license is a term license, the portion of such license fee that is allocable on a pro rated basis to (i.e., that would have paid for) any unused portion of the Initial License Term (or any unused portion of any Extension Period, as applicable) remaining at the time this Agreement and your license are so terminated; and (ii) if your license is a perpetual license: (A) the amount of such license fee, if any, that PSIGEN received (i.e., was paid) during the twelve (12) month period immediately preceding the date that this Agreement and your license are so terminated, plus (B) if your license is covered by a fully paid support contract, the portion of the support contract fee paid for such support contract that is allocable on a pro rated basis to (i.e., that would have paid for) any unused portion of the term of such support contract remaining at the time this Agreement and your license are so terminated. For avoidance of doubt, you acknowledge and agree that as used in this Agreement (including in this Section 12(c)), any “support contract fee” received by PSIGEN covering your Software license means only the support contract fee for the specific applicable support contract (whether annual or for a longer term, if applicable) and does not include any fees for consulting services, professional services, custom development, or any other fees assessed at an hourly rate (if any) paid to PSIGEN.

(d) **Exclusions.** Notwithstanding the provisions of Section 12(a) above, PSIGEN assumes no liability and will have no obligations to defend or indemnify you under Section 12(a) above for any infringement or alleged infringement of any Third-Party Rights (or any other intellectual property rights or proprietary rights of any third party) to the extent arising out of, based on or resulting from any of the following: (i) any assembly, circuit, combination, method or process in which any of the Software (or any component(s) thereof) may be used but not covering the Software standing alone; (ii) any use, operation or combination of any of the Software (or any component(s) thereof) with any non-PSIGEN software, programs, data, equipment or documentation; (iii) failure to use any Update(s) or Upgrade(s) and/or other modification(s) to any of the Software (or any component(s) thereof) provided by or available from PSIGEN; (iv) any use or operation of any of the Software (or any component(s) thereof) that is not in accordance with the applicable specifications or instructions in the Documentation or any other written instructions given by PSIGEN; (v) any alteration or modification of any of the Software (or any component(s) thereof), unless such alteration or modification was made by PSIGEN pursuant to specifications and designs drafted by PSIGEN; (vi) compliance by PSIGEN, any Authorized Reseller or any other third party with any designs, specifications or instructions prepared or provided by you; (vii) any actions, omissions, facts or circumstances constituting a breach by you of any of your covenants or obligations under this Agreement or, if applicable, under any PSIGEN Cloud Services Agreement or Authorized Host Cloud Services Agreement; (viii) your use of any of the Software (or any component(s) thereof) after receiving notice from PSIGEN or an Authorized Reseller to discontinue such use; or (ix) any claim, suit or other legal action made or brought by you against any third party. In addition, PSIGEN will have no obligations under Section 12(a) above if, as of the Effective Date, you have received notice of allegations of infringement or are engaged in litigation concerning the subject matter of what would otherwise be a Third-Party Claim under this Agreement or with respect to any software or product(s) substantially similar to any of the Software (or any component(s) thereof).

13. **Indemnification by You.** You agree to defend, indemnify and hold harmless PSIGEN and PSIGEN's affiliates, and their respective past, present and future directors, officers, managers, employees, owners, affiliates, representatives, agents, consultants, contractors, suppliers, licensors, successors and assigns (each, a “PSIGEN Indemnified Party” and collectively, “PSIGEN Indemnified Parties”), from and against any and all claims, actions, causes of action, suits, damages, liabilities, judgments, fines, settlements, fees, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, “Damages”) that may be asserted against, imposed upon and/or incurred by PSIGEN or any other PSIGEN Indemnified Parties to the extent arising out of, based on or resulting from (i) any of the actions or matters described in clauses (i) through (ix) of Section 12(d) above; (ii) any acts or omissions by you or any of your directors, officers, managers, employees, owners, affiliates, representatives, agents, consultants, contractors or Deemed Authorized Agents in connection with this Agreement or any installation or use of the Software (or any component(s) thereof); (iii) any representations, warranties, guaranties or commitments made by you or any of your directors, officers, managers, employees, owners, affiliates, representatives, agents, consultants, contractors or Deemed Authorized Agents with respect to any of the Software (or any component(s) thereof) or your use of any of the Software (or any component(s) thereof); and/or (iv) any breach or default by you of any of your covenants or obligations under this Agreement or, if applicable, under any PSIGEN Cloud Services Agreement or Authorized Host Cloud Services Agreement. PSIGEN will cooperate with, and provide assistance to, you, as reasonably requested by you, in any

investigation and/or defense conducted by you in connection with such claim, suit or other legal action covered by this Section 13. Notwithstanding the foregoing, you will not settle any third-party claim against PSIGEN (or any other PSIGEN Indemnified Parties) unless such settlement completely and forever releases PSIGEN (and any other applicable PSIGEN Indemnified Parties) from any liability with respect thereto or unless PSIGEN (and any other applicable PSIGEN Indemnified Parties) provides its/their prior written consent to such settlement. Subject to PSIGEN's rights under Section 14 below, in any action for which you provide a defense on behalf of PSIGEN (and/or any other applicable PSIGEN Indemnified Parties) pursuant to this Section 13, PSIGEN (and any other applicable PSIGEN Indemnified Parties) may participate in such defense at its/their own expense with legal counsel of its/their choice.

14. **Intellectual Property Litigation.** Notwithstanding any provision of Section 13 above to the contrary, and without limiting your obligations to indemnify and hold harmless PSIGEN and all PSIGEN Indemnified Parties from and against all Damages arising from any claims, actions, causes of action, suits or proceedings covered by any provision(s) of Section 13 above, PSIGEN will have the sole and exclusive right to assert claims and demands, and to bring or defend any legal action, including any court proceedings: (i) relating to any actual or alleged infringement of any of PSIGEN's proprietary rights or intellectual property rights by any third party, (ii) relating to any allegation(s) that any of PSIGEN's proprietary rights or intellectual property rights infringe any proprietary rights, intellectual property rights or other rights of any third party, and/or (iii) to otherwise protect and defend any of PSIGEN's proprietary rights or intellectual property rights. You will assist and cooperate with PSIGEN in connection with any such claim, demand or legal action brought or defended by PSIGEN.

15. **Exclusive Remedy.** THE PROVISIONS OF SECTION 12 ABOVE SET FORTH THE ENTIRE LIABILITY AND OBLIGATIONS OF PSIGEN AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY THIRD-PARTY ALLEGATIONS OR CLAIMS OF INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT BY ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF). ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT PSIGEN WILL HAVE NO LIABILITY OR OBLIGATIONS WHATSOEVER TO YOU WITH RESPECT TO ANY SUCH INFRINGEMENT ALLEGATIONS OR CLAIMS UNLESS EXPRESSLY REQUIRED, AND THEN ONLY TO THE EXTENT SO REQUIRED, UNDER SECTION 12 ABOVE.

16. **Limitations on Liability.**

(a) **Limitations.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER DOCUMENTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL PSIGEN OR ANY OTHER PSIGEN INDEMNIFIED PARTY HAVE ANY OBLIGATION OR LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED) OR ANY OTHER LEGAL THEORY) FOR THE COST OF COVER OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OR LIABILITIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY (i) MALFUNCTIONS, DELAYS OR INTERRUPTION OF SERVICE, (ii) LOSS OF USE, REVENUE, BUSINESS OR ANTICIPATORY PROFITS, (iii) LOST OR DAMAGED DATA, OR (iv) ANY OTHER COMMERCIAL OR ECONOMIC LOSS) ARISING OUT OF, BASED ON OR PERTAINING TO THIS AGREEMENT, ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF), ANY DOCUMENTATION, ANY PHYSICAL MEDIA ON WHICH PSIGEN PLACES ANY OF THE SOFTWARE (IF APPLICABLE), AND/OR ANY OTHER MATERIALS, DATA, TECHNOLOGY, ITEMS AND/OR SERVICES LICENSED, SOLD AND/OR PROVIDED BY PSIGEN UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY PSIGEN CLOUD SERVICES AGREEMENT (IF APPLICABLE), EVEN IF PSIGEN OR ANY OTHER PSIGEN INDEMNIFIED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES OR IF SUCH DAMAGES OR LIABILITIES ARE FORESEEABLE. IN ADDITION, THE MAXIMUM AGGREGATE LIABILITY OF PSIGEN (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED) OR ANY OTHER LEGAL THEORY) ARISING OUT OF, BASED ON OR PERTAINING TO THIS AGREEMENT, ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF), ANY DOCUMENTATION, ANY PHYSICAL MEDIA ON WHICH PSIGEN PLACES ANY OF THE SOFTWARE (IF APPLICABLE), AND/OR ANY OTHER MATERIALS, DATA, TECHNOLOGY, ITEMS

AND/OR SERVICES LICENSED, SOLD AND/OR PROVIDED BY PSIGEN UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY PSIGEN CLOUD SERVICES AGREEMENT (IF APPLICABLE) (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR INDEMNIFICATION UNDER SECTION 12(a) ABOVE WITH RESPECT TO ANY ALLEGED OR CLAIMED INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT BY ANY OF THE SOFTWARE OR ANY COMPONENT(S) THEREOF), WILL IN NO EVENT AND UNDER NO CIRCUMSTANCES EXCEED THE FOLLOWING: (A) IF YOUR LICENSE IS A TERM LICENSE, THE TOTAL AMOUNT OF THE LICENSE FEE RECEIVED BY PSIGEN (WHETHER PAID TO PSIGEN BY YOU, AN AUTHORIZED RESELLER OR ANY OTHER PARTY) FOR YOUR USE OF THE SOFTWARE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ASSERTION OF THE APPLICABLE CLAIM (i.e., THE PORTION OR AMOUNT OF SUCH LICENSE FEE THAT IS ALLOCABLE TO, AND PAID FOR, YOUR USE OF THE SOFTWARE DURING SUCH TWELVE (12) MONTH PERIOD, REGARDLESS OF WHEN SUCH LICENSE FEE WAS ACTUALLY RECEIVED BY PSIGEN); AND (B) IF YOUR LICENSE IS A PERPETUAL LICENSE, THE TOTAL AMOUNT, IF ANY, OF THE LICENSE FEE FOR YOUR USE OF THE SOFTWARE THAT WAS RECEIVED BY PSIGEN (WHETHER PAID TO PSIGEN BY YOU, AN AUTHORIZED RESELLER OR ANY OTHER PARTY) DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ASSERTION OF THE APPLICABLE CLAIM.

(b) **Disclaimer of Authorized Reseller Damages.** WITHOUT LIMITING THE GENERALITY OR PROVISIONS OF SECTION 16(a) ABOVE OR SECTION 16(c) BELOW (IF ANY AUTHORIZED RESELLER ALSO IS AN AUTHORIZED HOST), IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL PSIGEN OR ANY OTHER PSIGEN INDEMNIFIED PARTY BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES WHATSOEVER ARISING OUT OF, BASED ON OR RESULTING FROM, ANY ACTIONS OR OMISSIONS OF ANY AUTHORIZED RESELLER OR ANY EMPLOYEES, REPRESENTATIVES OR OTHER AGENTS OF ANY AUTHORIZED RESELLER IN CONNECTION WITH USING, ADVERTISING, MARKETING, PROMOTING, SELLING AND/OR DISTRIBUTING ANY OF THE SOFTWARE, ANY OF PSIGEN'S CLOUD SERVICES RELATING TO "CLOUD" LICENSES AND/OR PROVIDING RELATED SUPPORT SERVICES TO YOU OR ANY OTHER PERSON OR ENTITY, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF, BASED ON OR RESULTING FROM (i) ANY ADDITIONAL, EXCESSIVE OR UNAUTHORIZED WARRANTY MADE WITH RESPECT TO ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF), THE FUNCTIONALITY, CAPABILITIES OR PERFORMANCE OF ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF) OR ANY OF PSIGEN'S CLOUD SERVICES, (ii) AN AUTHORIZED RESELLER'S FAILURE TO PERFORM ANY OF ITS COVENANTS OR OBLIGATIONS TO YOU UNDER ANY APPLICABLE PURCHASE ORDER DOCUMENTS OR UNDER ANY MAINTENANCE, SUPPORT AND/OR SERVICE CONTRACTS BETWEEN YOU AND SUCH AUTHORIZED RESELLER, (iii) ANY OTHER OR ADDITIONAL OBLIGATIONS THAT AN AUTHORIZED RESELLER MAY HAVE TO YOU, (iv) ANY OTHER PRODUCTS OR SERVICES THAT AN AUTHORIZED RESELLER MAY SELL, PROVIDE OR SUPPLY TO YOU, REGARDLESS OF WHETHER YOU PURCHASED THE SOFTWARE LICENSE THROUGH SUCH AUTHORIZED RESELLER AS A STAND-ALONE PRODUCT OR TOGETHER WITH OTHER PRODUCTS OR SERVICES AS PART OF A SOLUTION THAT CONTAINS AND/OR IS USED IN CONJUNCTION WITH ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF), OR (v) ANY ALTERATIONS, MODIFICATIONS OR REPAIR TO ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF) DONE WITHOUT PSIGEN'S PRIOR WRITTEN APPROVAL.

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FUNCTIONALITY, CAPABILITIES OR PERFORMANCE OF ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF), (ii) ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY RELATING TO ANY SERVICES PROVIDED BY AN AUTHORIZED HOST PURSUANT TO ANY APPLICABLE AUTHORIZED HOST CLOUD SERVICES AGREEMENT, (iii) AN AUTHORIZED HOST'S FAILURE TO PERFORM ANY OF ITS COVENANTS OR OBLIGATIONS TO YOU UNDER ANY APPLICABLE AUTHORIZED HOST CLOUD SERVICES AGREEMENT AND/OR ANY OTHER SERVICE OR OTHER CONTRACTS BETWEEN YOU AND SUCH AUTHORIZED HOST, (iv) ANY OTHER OR ADDITIONAL OBLIGATIONS THAT AN AUTHORIZED HOST MAY HAVE TO YOU, (v) ANY OTHER PRODUCTS OR SERVICES THAT AN AUTHORIZED HOST MAY SELL, PROVIDE OR SUPPLY TO YOU, REGARDLESS OF WHETHER YOU PURCHASED CLOUD SERVICES RELATING TO THE SOFTWARE FROM SUCH AUTHORIZED HOST AS A STAND-ALONE SERVICE OR TOGETHER WITH OTHER PRODUCTS OR SERVICES AS PART OF A SOLUTION THAT CONTAINS AND/OR IS USED IN CONJUNCTION WITH SUCH CLOUD SERVICES OR ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF), OR (vi) ANY ALTERATIONS, MODIFICATIONS OR REPAIR TO ANY OF THE SOFTWARE (OR ANY COMPONENT(S) THEREOF) DONE WITHOUT PSIGEN'S PRIOR WRITTEN APPROVAL.

(d) **Basis of the Bargain; Failure of Essential Purpose.** You acknowledge and agree that PSIGEN has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between you and PSIGEN. You acknowledge and agree that all limitations and exclusions of liabilities and all disclaimers of warranties and damages specified in this Agreement (including, without limitation, all of those contained in Section 10, Section 11, Section 15, Section 16(a), Section 16(b) and Section 16(c) above) will survive, apply and limit and exclude the specified liabilities, damages and warranties even if (i) there is a fundamental breach or a breach of the fundamental terms of this Agreement, (ii) any exclusive remedy provided for in this Agreement fails of its essential purpose, and/or (iii) any other limitation(s), exclusion(s) and/or disclaimer(s) herein is/are found to have failed of its/their essential purpose(s).

17. **Certain Restrictions; Right to Audit.** The non-exclusive, limited and restricted license granted to you herein sets forth the entirety of your rights to use, reproduce and otherwise deal with the Software and the Documentation. PSIGEN reserves all rights to the Software (and all components thereof) and the Documentation not expressly granted to you in this Agreement, including, without limitation, exclusive ownership by PSIGEN (and, as applicable, its suppliers and licensors) of all ownership and proprietary rights associated therewith. Without limiting the generality of the foregoing, the license granted herein does not include the right to, and, without the prior written consent of PSIGEN (which PSIGEN may give or withhold in its sole discretion), you will not, directly or indirectly:

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(ii) in addition to, and without limiting the generality of any of the restrictions in clause (i) above, use or provide use of the Software (or any component(s) thereof) in or in connection with any computer service business, service bureau business or arrangement, third-party outsourcing facility or service, network, or timesharing business or arrangement with or to users who are not properly licensed by PSIGEN, or otherwise use the Software (or any component(s) thereof) to process or manage data or information supplied by a third party for the benefit of such third party;

(iii) alter, modify, adapt, translate, reverse engineer, decrypt, disassemble, decompile, merge or separate the Software (or any component(s) thereof), or attempt to determine any portion of the source code or any trade secrets with respect to the Software (or any component(s) thereof), or prepare or create any Derivative Work(s) based on the Software (or any component(s) thereof);

(iv) assign or transfer this Agreement or your license to the Software, except as expressly permitted by Section 25 below;

(v) use the Software (or any component(s) thereof) or permit the Software (or any component(s) thereof) to be used in medical life support, aircraft instrumentation or any other use where failure or misuse may cause harm, injury or death to human life;

(vi) use the Software (or any component(s) thereof) or permit the Software (or any component(s) thereof) to be used, or import or export the Software (or any component(s) thereof), in violation of any laws or regulations of any government or governmental agency;

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(viii) remove, alter, obscure or obfuscate any notice or marking of confidentiality, copyright, trademark or other proprietary right(s) embedded or appearing in or on the Software (or any component(s) thereof), the Documentation or any item included with the Software or the Documentation; or

(ix) circumvent or attempt to circumvent any methods employed by PSIGEN to control access to the components, features or functions of the Software, to prevent unauthorized use of the Software, or to control the capacity of the Software.

You acknowledge and agree that PSIGEN may audit any installation or use of the Software to confirm compliance with the terms of this Agreement.

18. **Export / Import Restrictions.** You acknowledge that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, including the Software. You agree that you will not export or re-export the Software (or any component(s) thereof) in any form without the appropriate United States and foreign government licenses. In addition, you represent and warrant that (i) no relevant agency has suspended, revoked or denied your export and/or import privileges; (ii) you are not located in or under the control of a national or resident of, a jurisdiction where this transaction is prohibited; and (iii) you will not, in any manner whatsoever, either remove, convey, export, import or transmit the Software (or any component(s) thereof) from or to your jurisdiction in violation of the applicable laws and regulations.

19. **Collection and Use of Customer Information; Consent to Publication.** You acknowledge that PSIGEN will gather end user registration information. This information will be used for customer notifications and to make decisions relating to support, product and business issues. PSIGEN will not use your name or other information except as permitted under this Agreement and/or by applicable law. You consent to (i) any written and/or oral disclosure by PSIGEN of your name as an end user of PSIGEN's Software and/or services in a factual listing or statement naming PSIGEN customers (with or without a list of the category of software licensed by you), and (ii) any use and/or disclosure of your name on any such listing of PSIGEN's customers to be published within marketing and promotional materials, in presentations, on trade show signs and materials and on PSIGEN's website, and to be provided to financial and industry analysts. PSIGEN will seek your prior written authorization for use of your name for promotional activities beyond those mentioned above, which may include press releases and brochures, or descriptions of the specific software and/or services provided by PSIGEN.

20. **Termination of License.**

(a) **Automatic Renewal of Term License.** Subject to earlier termination as provided herein (including, without limitation, pursuant to Section 20(c), Section 20(d) or Section 20(e) below), if your license is a term license, your license will be automatically extended after the Initial License Term for successive one (1) year periods (each, an "Extension Period") unless you elect or PSIGEN elects not to extend the term of your license by giving written notice of non-renewal to the other party pursuant to Section 20(b) below not less than thirty (30) days prior to the expiration of the Initial License Term or the applicable Extension Period (collectively, the Initial License Term and any applicable Extension Period(s) are referred

to herein as the “License Term” for your term license). For each applicable Extension Period, you agree to pay PSIGEN or, if applicable, the Authorized Reseller through which you purchased the term license, the then applicable license fee(s) (including license fees to use any such applicable Connectivity Features(s)) charged by PSIGEN or such Authorized Reseller, as applicable, for such Extension Period. In order to facilitate payment of the applicable license fee(s) (including license fees to use any such applicable Connectivity Features(s)) payable by you for each applicable Extension Period, you agree to either: (i) maintain on file with PSIGEN or such Authorized Reseller, as applicable, an open, valid and current method of payment (e.g., via credit card, ACH or other electronic or online transfer) that PSIGEN or such Authorized Reseller, as applicable, is authorized to use to collect payment of such license fee(s) for such Extension Period; or (ii) prior to the commencement of such Extension Period, issue a purchase order to PSIGEN or such Authorized Reseller, as applicable, covering the renewal of your term license (including the license(s) to use any applicable Connectivity Features(s) relating to your term license) for such Extension Period, and then promptly pay the invoice issued by PSIGEN or such Authorized Reseller, as applicable, for such purchase order. If your license is a term license, you also acknowledge and agree that: (A) in connection with, and as a condition to, any automatic extension of your license, PSIGEN may require that you accept and agree to a Revised EULA, and that upon your acceptance of any such Revised EULA, the Revised EULA will replace and supersede the applicable Prior EULA pursuant to, and with the resulting effects described in, Section 2(c) above; and (B) subject to the preceding clause (A) and any changes that may be effected by a Revised EULA, if applicable, all of the terms and conditions relating to your term license (other than the length of the License Term) will remain unchanged and be in full force and effect during any applicable Extension Period(s), including, without limitation, whether your license is for concurrent use or use by a named user, and the right to use (and obligation to pay for) any applicable Connectivity Features relating to your license.

(b) **Notice of Non-Renewal of Term License.** In order to elect not to automatically extend your License Term for any applicable Extension Period, you or the Authorized Reseller through which you purchased the term license (if applicable), on your behalf, must notify PSIGEN of such election not less than thirty (30) days prior to the commencement of such Extension Period by sending an email to non-renewal@psigen.com with the phrase “Term License – Non-Renewal Election” stated in the subject line, and in the body of the email: stating your name (i.e., the name of the licensed end user), stating your election to not extend or renew your license(s) and identifying the applicable license(s) covered by such non-renewal election. PSIGEN may elect not to automatically extend your License Term for any applicable Extension Period by giving you written notice of such election not less than thirty (30) days prior to the commencement of such Extension Period in any manner permitted by Section 34 below. If your term license is not automatically extended at the end of the Initial License Term or at the end any applicable Extension Period as a result of you or PSIGEN electing pursuant to this Section 20(b) not to automatically extend your License Term, then your License Term and your license and rights to use the Software under this Agreement will terminate automatically at the expiration of the Initial License Term or such Extension Period, as applicable, subject to earlier termination as provided herein.

(c) **Termination for Breach.** PSIGEN will be entitled to terminate this Agreement and/or the license granted hereunder upon written notice to you if: (i) you fail to pay any applicable license fee(s) for the Software, including any applicable license fee for any Extension Period; (ii) PSIGEN does not receive payment of any applicable license fee(s) for the Software, including any applicable license fee for any Extension Period, whether such payment is withheld by you, by any applicable Authorized Reseller or by any other party otherwise involved in the transaction; or (iii) you breach or fail to perform any covenant or obligation you have under this Agreement or, if applicable, under any PSIGEN Cloud Services Agreement or Authorized Host Cloud Services Agreement and, provided that such breach or failure to perform is of such a nature that it can be cured, you fail to cure such breach or failure to perform within ten (10) days after receiving written notice thereof from PSIGEN or the Authorized Host, as applicable.

(d) **Termination for Insolvency.** PSIGEN will be entitled to terminate this Agreement and/or the license granted hereunder immediately upon written notice to you if: (i) you cease to function as a going concern, suspend or discontinue your business or otherwise cease to conduct operations in the normal course of business; (ii) you become insolvent or admit in writing your inability to pay your debts as they mature; (iii) you make or execute an assignment for the benefit of creditors; (iv) a trustee, receiver or similar authority is appointed for you or for a substantial portion of your assets; or (v) you become subject to any

bankruptcy or insolvency proceeding (whether voluntary or involuntary) under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws.

(e) **Termination Relating to Authorized Host.** If you have a “cloud” license and the Software is hosted by an Authorized Host (and not by PSIGEN), PSIGEN will be entitled to terminate this Agreement and/or the license granted hereunder immediately upon written notice to you if such Authorized Host’s right to act as an Authorized Host pursuant to its PSIGEN Hosting Agreement (or otherwise) expires or is terminated for any reason.

21. **Effect of Termination.** Upon the expiration of the License Term (including any applicable Extension Period(s)) if your license is a term license, or upon any earlier termination of this Agreement and/or the license granted hereunder if your license is a term license or a perpetual license, all of your license rights to use the Software and the Documentation will immediately terminate and cease to exist. Following the expiration of the License Term (including any applicable Extension Period(s)) if your license is a term license, or any earlier termination of this Agreement and/or the license granted hereunder if your license is a term license or a perpetual license: (i) you will immediately discontinue all use of all of the Software; (ii) you will promptly and permanently remove and purge all copies of the Software and any Documentation from all computers, computer storage, tablets, phones, other electronic devices and/or other media on which either was stored; (iii) you will promptly either return to PSIGEN or destroy all physical / tangible copies of the Software (including any physical media and/or dongles on which any of the Software is stored) and any Documentation; and (iv) if PSIGEN requests, you will promptly certify in writing to PSIGEN’s reasonable satisfaction that you have fully complied with and completely discharged your obligations under clause (ii) and clause (iii) above with respect to the permanent removal and purging of all such electronic copies and the return or destruction of all such physical / tangible copies of the Software and any Documentation, respectively. Except as expressly limited by this Agreement, termination of this Agreement and/or the license granted hereunder will be without prejudice to any other remedy that may be available to PSIGEN due to your breach or default of this Agreement. Without limiting the generality of the foregoing, you acknowledge and agree that whether your license is a term license or a perpetual license, if PSIGEN terminates this Agreement and/or the license granted hereunder pursuant to Section 20(c), Section 20(d) or Section 20(e) above, you will not be entitled to any refund of any license fee(s) that you paid for the license (including any applicable license fee for any applicable Extension Period if your license is a term license) or any fee(s) that you paid for any support contract(s) covering your license, regardless of whether you paid such license fee(s) or support contract fee(s) directly to PSIGEN or to an Authorized Reseller.

22. **Cumulative Remedies; Equitable Relief.** Subject to the limitations expressly set forth herein (including, without limitation, the limitations on your remedies and PSIGEN’s liabilities set forth in Sections 10, 15 and 16 above), all of your rights and remedies and all of PSIGEN’s rights and remedies, whether at law, in equity, hereunder or otherwise, are cumulative (and not alternative) of each other and of every other right or remedy you or PSIGEN may otherwise have, and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies. In addition, and without limiting the generality of the foregoing, you understand and acknowledge that your breach or violation of various provisions of this Agreement (or any PSIGEN Cloud Services Agreement, if applicable) may result in irreparable harm and damage to PSIGEN, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach or violation would not be reasonable or adequate compensation to PSIGEN. Accordingly, you agree that if you violate or threaten to violate any provision of this Agreement, then in addition to any other remedy that may be available at law, in equity, under this Agreement (or any PSIGEN Cloud Services Agreement, if applicable) or otherwise, PSIGEN will be entitled to seek and obtain equitable remedies, including specific performance and injunctive relief, without posting bond or other security, and without the necessity of proving actual damages.

23. **Survival of Certain Provisions.** The provisions of Section 1(e), Section 1(f), Section 4, Section 5, Section 6 and Sections 8 through 37 (and any other Section or provision of this Agreement that by its nature is intended to survive any termination hereof), and your and PSIGEN’s obligations under such Sections and provisions will survive the expiration of the License Term if your license is a term license, or any earlier termination of this Agreement and/or the license granted to you hereunder if your license is a term license or a perpetual license. You acknowledge and agree that the survivability of such provisions in this Agreement does not imply and will not create any continued right to use the Software or the Documentation

after the expiration of the License Term or any earlier termination of this Agreement and/or the license granted to you hereunder.

24. **U.S. Government End Users.** The Software and Documentation are “Commercial Item(s),” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant and subject to the terms and conditions in this Agreement. The terms and conditions in this Agreement will govern and prevail over any conflicting or contrary terms set forth in any other agreement or document relating to the license of the Software (or any component(s) thereof) to, and the use of the Software (or any component(s) thereof) by, any U.S. Government end users. Unpublished-rights reserved under the copyright laws of the United States by PSIGEN Software, Inc.

25. **Assignment.** You will not rent, lease or sublicense the Software. You will not assign or otherwise transfer your license to use the Software or the Documentation under this Agreement or any other rights or obligations you have under this Agreement (whether by voluntary assignment, operation of law or otherwise) without the prior written consent of PSIGEN, which PSIGEN may grant or withhold in its sole discretion. Without limiting the generality of the foregoing prohibition on assignment and transfer, each of the following will constitute an assignment and/or transfer by you and require the prior written consent of PSIGEN under this Section 25 for you to retain your license under this Agreement: (i) a sale of all or substantially all of your assets, (ii) a merger of you with or into another entity, (iii) a change in your ownership (including, without limitation, the sale, assignment or other transfer of 50% or more of the stock, membership interests or other equity interests in you), and (iv) a change of control in or of your management. If PSIGEN, in its sole discretion, elects to consent to any proposed assignment or transfer of your license and rights hereunder, such consent may be conditioned on the satisfaction of any applicable requirements that PSIGEN may impose. Such conditions precedent and requirements may include, without limitation: (a) you completing a PSIGEN assignment / transfer request form; (b) if your license is a perpetual license, that your license is covered by a current PSIGEN support contract and has been continuously covered by one or more PSIGEN support contracts from the Effective Date through the date of the requested assignment; (c) you certifying that you have provided this Agreement, all copies of the Software pertaining to this license and all accompanying Documentation to the proposed assignee; (d) the proposed assignee has agreed in writing, in form and substance satisfactory to PSIGEN, to be bound by all the terms and conditions of this Agreement; and (e) you acknowledging and agreeing that such assignment will not release you from any obligations or liabilities that you may have under this Agreement or otherwise relating to the Software unless PSIGEN, in its sole and absolute discretion, agrees to such release. PSIGEN may assign this Agreement, and all of PSIGEN’s rights and obligations hereunder, to any other party at any time without your prior consent. Upon any such assignment by PSIGEN and the assumption by the applicable assignee of PSIGEN’s obligations under this Agreement, PSIGEN will automatically be released from any and all obligations and liabilities relating to this Agreement.

26. **Successors and Assigns.** This Agreement will bind and inure to the benefit of and be enforceable by you and PSIGEN and your and PSIGEN’s respective successors and permitted assigns.

27. **Entire Agreement.** This Agreement constitutes the complete agreement and understanding between you and PSIGEN with respect to the subject matter hereof and supersedes all oral negotiations and prior oral or written understandings, covenants or agreements with respect to the matters referred to in this Agreement (including, subject to Section 2(c) above, any Prior EULA if this Agreement constitutes a Revised EULA, as defined in Section 2(c) above). In addition, and without limiting the generality of the foregoing, no provisions contained in any Purchase Order Documents used or issued by you or by any Authorized Reseller and relating to the purchase and/or sale of your Software license under this Agreement, any Extension Period for such Software license (if it is a term license), or any support contract relating to such Software license will affect or modify the terms of this Agreement or, except as specifically provided in Section 1(e) above, be of any force or effect or binding on PSIGEN, regardless of the date of any such Purchase Order Documents and regardless of whether any such Purchase Order Document(s) is (are)

accepted by PSIGEN. Such provisions will be null and void and deemed deleted from the applicable Purchase Order Documents.

28. **Amendments.** No modification or amendment of this Agreement will be effective unless it is in writing and signed by you and by PSIGEN.

29. **Delays or Omissions; Waivers.** No delay or omission to exercise any right, power or remedy accruing to you or PSIGEN under this Agreement, upon any breach or default of the other party under this Agreement, will impair any such right, power or remedy of such non-breaching or non-defaulting party nor will it be construed to be a waiver of any such breach or default, or an acquiescence therein, or a waiver of or an acquiescence in any similar breach or default thereafter occurring; nor will any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of you or PSIGEN of any breach or default under this Agreement, or any waiver on the part of you or PSIGEN of any provisions or conditions of this Agreement, must be in writing and will be effective only to the extent specifically set forth in such writing.

30. **Governing Law; English Language.** This Agreement and the respective rights and obligations of the parties hereunder will be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law thereof or to the United Nations Convention on Contracts for the International Sale of Goods, neither of which will apply to this Agreement. The version of this Agreement in the English language, and no other language (or any version of this Agreement that is translated into any other language, if applicable), will be used to govern, construe or interpret any of the provisions hereof and/or any of the rights or obligations of you and PSIGEN hereunder. Without limiting the generality of the foregoing, you acknowledge and agree that in the event you translate or have any third party translate this Agreement into any language other than the English Language or you otherwise receive or obtain from any third party or other source any version of this Agreement that is translated into any language other than the English Language (any of the foregoing, a "Non-English Translation"), then: (i) you will be solely responsible for reviewing, assessing, confirming and verifying the meaning, accuracy and completeness of any such Non-English Translation; and (ii) you will assume and bear any and all risks associated with, and any and all consequences which may result from (a) relying on any such Non-English Translation to understand the meaning of any provisions in this Agreement, and/or (b) any inaccuracies, incompleteness and/or other deficiencies in any such Non-English Translation. PSIGEN will have no responsibility or liability whatsoever relating to any such Non-English Translation, including, without limitation, with respect to the meaning, the accuracy (or any inaccuracy) or the completeness (or any incompleteness) of any such Non-English Translation.

31. **Consent to Jurisdiction; Venue.** You agree that any actions or proceedings arising in connection with this Agreement that may be brought in court will be tried and litigated exclusively (i) in the state and federal courts located in Orange County, California, United States, or (ii) in such other venue as PSIGEN, in its sole discretion, may elect to bring such action or proceeding. The aforementioned choices of venue are intended by you and PSIGEN to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between you and PSIGEN with respect to or arising out of this Agreement in any jurisdiction other than as specified in clauses (i) or (ii) above in this Section 31. You and PSIGEN each hereby waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Agreement, and stipulates that the state and federal courts located in the Orange County, California, United States and, if applicable, the state and federal courts located in such other venue as PSIGEN, in its sole discretion, may elect to bring any action or proceeding, will have *in personam* jurisdiction and venue over you and PSIGEN for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against you or PSIGEN in any action or proceeding will be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

32. **Attorneys' Fees.** If any action at law or in equity (including any arbitration) is brought to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

33. **Third-Party Beneficiaries.** The covenants set forth in this Agreement are intended solely for the benefit of you, PSIGEN and your and PSIGEN's respective successors and permitted assigns. Except as otherwise provided in this Section 33, nothing in this Agreement, whether express or implied, will confer upon any person or entity, other than you, PSIGEN and such successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement. Notwithstanding the foregoing, you acknowledge and agree that: (i) if the Software includes any software developed and/or any intellectual property rights owned by any PSIGEN supplier(s) or licensor(s), then each such supplier or licensor is intended to be, and will be, a third-party beneficiary of your acknowledgements, agreements, covenants and obligations under this Agreement and the applicable restrictions on you hereunder (including, without limitation, those under Section 4, Section 5 and Section 17 above); (ii) each of the PSIGEN Indemnified Parties referred to in Section 13 above is intended to be, and will be, a third-party beneficiary of your indemnification obligations under Section 13 of this Agreement; and (iii) each third-party beneficiary referred to in clause (i) or (ii) above will have full authority to enforce such third-party beneficiary's rights as a third-party beneficiary hereunder and your obligations to such third-party beneficiary hereunder (including, without limitation, the rights of and your obligations to the PSIGEN Indemnified Parties under Section 13 above).

34. **Notices.** You agree to give PSIGEN written notice of any claim under PSIGEN's 90-day limited warranty for the Software or any Third-Party Claim for which you seek indemnification in the manner and within the time periods required by Section 10 above or Section 12(a) above, as applicable. If your license is a term license and you desire to not have your license automatically extended for any Extension Period pursuant to Section 20(a) above, you agree to give (or, if applicable, to cause the Authorized Reseller give on your behalf) PSIGEN written notice of the applicable non-renewal election in the manner and within the time period required by Section 20(b) above. PSIGEN may give you any written notice required or permitted by this Agreement via email to any email address you designate to receive such notices, or via personal delivery, courier, overnight delivery or certified or registered mail addressed to any address that PSIGEN has on file for you, whether set forth in any applicable Purchase Order Documents, furnished by an Authorized Reseller (if applicable), provided by you in any product or end user registration information or otherwise. Any such written notice from PSIGEN to you will be deemed sufficient: (i) upon being sent by PSIGEN, when sent via email, (ii) upon receipt, when delivered personally or by courier, (iii) one (1) business day after it is sent, if sent for next business day delivery by overnight delivery service, or (iv) three (3) business days after being deposited in the United States mail as certified or registered mail with postage prepaid. You or PSIGEN may change the applicable email address or address to which the other party will deliver notices by sending written notice to the other party in accordance with the above provisions and stating in such written notice that the applicable email address and/or other address is being changed pursuant to this Section 34 and for purposes of receiving notices under this Agreement.

35. **Force Majeure.** Except for payment of monies, neither you or PSIGEN will be liable for failure to fulfill its obligations under this Agreement or for delays in delivery due to causes beyond its reasonable control, such as and including, without limitation, acts of God, acts of terror, man-made or natural disasters, earthquakes, fires, riots, floods, material shortages, strikes and delays in transportation. The time for performance of any such obligation will be extended for the time period lost by reason of the delay.

36. **Severability.** It is the desire and intent of the parties hereto that each of the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, will be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it will, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

37. **Headings.** The section headings, titles and captions used herein are for reference and convenience only. Such headings, titles and captions will not be deemed to govern, limit, modify or in any manner affect

the scope, meaning or intent of the provisions of this Agreement or any part hereof; nor will such headings, titles and captions be considered in construing or interpreting this Agreement or otherwise be given any legal effect.

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