

END USER LICENSE AGREEMENT

This End User License Agreement, including any Order which by this reference is incorporated herein (this “**Agreement**”), is a binding agreement between LogZilla Corporation (“**LogZilla**”) and the undersigned Ordering Activity under GSA Schedule contracts receiving the Software (as defined below) accompanied by this Agreement (“**Ordering Activity**” or “Customer” or “You”). The Ordering Activity may have received an “evaluation edition”, “alpha”, “beta”, or other non-commercial release version of the Software (“**Evaluation Edition**”) or a commercially released or generally available version of the Software and the Ordering Activity’s rights will vary depending on the version that it received.

LogZilla provides the software solely on the terms and conditions set forth in this agreement and on the condition that Customer accepts and complies with them. By both parties executing this Agreement in writing, you accept this agreement and agree that Ordering Activity is legally bound by its terms;. If the Ordering Activity does not agree to the terms of this agreement, LogZilla will not and does not license the software to the Ordering Activity and it may not install the software or documentation.

Notwithstanding anything to the contrary in this agreement or the Ordering Activity 's acceptance of the terms and conditions of this agreement, no license is granted (whether expressly, by implication or otherwise) under this agreement, and this agreement expressly excludes any right, concerning any software that the Ordering Activity did not acquire lawfully or that is not a legitimate, authorized copy of LogZilla's software.

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

“**Development Use**” means use of the Software by Ordering Activity to design, develop and/or test new applications for Production Use.

“**Documentation**” means user manuals, technical manuals and any other materials provided by LogZilla, in printed, electronic or other form, that describe the installation, operation, use or technical specifications of the Software.

“**Fees**” are the License Fees and the Support Fees in accordance with the GSA Pricelist.

“**License Fees**” means the license fees, paid by Ordering Activity in accordance with the GSA Pricelist for the license granted under this Agreement.

“**License Package**” means the type of license selected by Ordering Activity depending on the number of hosts and messages Ordering Activity needs. License Packages are available in evaluation, small business and enterprise sizes.

“**Order**” means the document by which the Software and any Support Services are ordered by Ordering Activity.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

“**Production Use**” means using the Software with Ordering Activity’s applications for internal business purposes only, which may include third party Ordering Activity’s access to or use of such applications.

“Production Use” does not include the right to reproduce the software for sublicensing, resale, or

distribution, including without limitation, operation on a time sharing or service bureau basis or distributing the software as part of an ASP, VAR, OEM, distributor or reseller arrangement.

“**Software**” means the object code versions of the software set forth in the Order.

“**Support Fees**” means the support feesto be paid by Ordering Activity for the Support Services ordered under this Agreement.

“**Third Party**” means any Person other than Ordering Activity or LogZilla.

“**Use**” means Development Use or Production Use.

2. License Grant and Scope. Subject to and conditioned upon Ordering Activity’s strict compliance with all terms and conditions set forth in this Agreement, LogZilla hereby grants to Ordering Activity a non-exclusive, non-transferable, non-sublicensable (except as expressly set forth in **Section 2(d)**), limited license during the Term (as defined below) to use the Software and Documentation, solely as set forth in this **Section 2** and subject to all conditions and limitations set forth in **Section 4** or elsewhere in this Agreement. This license grants Ordering Activity the right to:

(a) Download and install in accordance with the Documentation the Software and Documentation solely for Ordering Activity’s Use and in accordance with the number messages or events associated with the License Package, each as specified in the Order. In addition to the foregoing, Ordering Activity has the right to make one copy of the Software solely for archival purposes, provided that Ordering Activity does not, and does not allow any Person to, install or use any such copy other than if and for so long as the copy installed in accordance with the preceding sentence is inoperable and, provided, further, that Ordering Activity uninstalls and otherwise deletes such inoperable copy. All copies of the Software made by Ordering Activity:

- (i) will be the exclusive property of LogZilla;
- (ii) will be subject to the terms and conditions of this Agreement; and
- (iii) must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

(b) Use and run the Software as properly installed in accordance with this Agreement and the Documentation, solely as set forth in the Documentation and solely for Ordering Activity’s internal business purposes. If Ordering Activity has acquired Software for Development Use, Ordering Activity is not permitted to use the Software for Production Use. If Ordering Activity has acquired Software for Production Use, Ordering Activity is not permitted to use the Software for Development Use.

(c) Download or otherwise make a reasonable number of copies of the Documentation depending on the License Package and use such Documentation, solely in support of its licensed use of the Software in accordance herewith. All copies of the Documentation made by Ordering Activity:

- (i) will be the exclusive property of LogZilla;
- (ii) will be subject to the terms and conditions of this Agreement; and
- (iii) must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

(d) Permit third party consultants to access and use the Software solely for Ordering Activity's internal business operations, provided that such consultants execute an agreement with Ordering Activity with terms and conditions no less protective of LogZilla than those in this Agreement. Ordering Activity remains liable for any breach of this Agreement by a third party consultant.

3. Third-Party Materials. The Software may include software, content, data or other materials, including related documentation, that are owned by Persons other than LogZilla and that are provided to Ordering Activity on terms that are in addition to and/or different from those contained in this Agreement ("**Third-Party Licenses**"). Ordering Activity is not bound by any Third-Party Licenses that it has not executed in writing with the third party.

4. Use Restrictions. Ordering Activity will not:

(a) use (including make any copies of) the Software or Documentation beyond the scope of the license granted under **Section 2**;

(b) except as may be permitted by **Section 2(d)** and strictly in compliance with its terms, provide any other Person, including any subcontractor, independent contractor, affiliate or service provider of Ordering Activity, with access to or use of the Software or Documentation;

(c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof;

(d) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;

(e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;

(f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Software or Documentation, including any copy thereof;

(g) except as expressly set forth in **Section 2(a)** and **Section 2(c)**, copy the Software or Documentation, in whole or in part;

(h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software or any features or functionality of the Software, to any Third Party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service;

(i) use the Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including:

(i) power generation systems;

(ii) aircraft navigation or communication systems, air traffic control systems or any other transport management systems;

(iii) safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and

(iv) military or aerospace applications, weapons systems or environments;

(j) use the Software in violation of any Federal law, regulation or rule; or

(k) use the Software for purposes of competitive analysis of the Software, the development of a competing software product or service or any other purpose that is to LogZilla's commercial disadvantage.

5. Responsibility for Use of Software. Ordering Activity is responsible and liable for all uses of the Software through access thereto provided by Ordering Activity, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Ordering Activity is responsible and liable for all actions and failures to take required actions with respect to the Software by any other Person to whom Ordering Activity may provide access to or use of the Software, whether such access or use is permitted by or in violation of this Agreement.

6. Feedback. If Ordering Activity provides any feedback to LogZilla concerning the functionality and performance of the Software (including identifying potential errors and improvements) ("**Feedback**"), Ordering Activity hereby assigns to LogZilla all right, title, and interest in and to the Feedback, and LogZilla is free to use the Feedback without any payment or restriction to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

7. Compliance Measures.

(a) The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against use of the Software: (i) beyond the scope of the license granted pursuant to **Section 2**; or (ii) prohibited under **Section 4**. Ordering Activity will not, and will not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to, any such copy protection or security features.

(b) Upon reasonable notice to Ordering Activity, during the Term and for three years thereafter, Ordering Activity will keep current, complete, and accurate records regarding the reproduction, distribution, and use of the Software. Ordering Activity will provide such information to LogZilla and certify that it has paid all fees required under this Agreement within five business days of any written request, so long as no more than one request in a 12 month period is made. LogZilla may, in LogZilla's sole discretion, audit Ordering Activity's use of the Software under this Agreement at any time during the Term and for three years thereafter to ensure Ordering Activity's compliance with this Agreement, provided that (i) any such audit will be conducted on not less than 30 days' prior notice to Ordering Activity, and (ii) no more than 1 audit may be conducted in any 12 month period except for good cause shown. LogZilla also may, in its sole discretion, audit Ordering Activity's systems within 3 months after the end of the Term to ensure Ordering Activity has ceased use of the Software and removed the all copies of the Software from such systems as required hereunder. Ordering Activity will fully cooperate with LogZilla's personnel conducting such audits and subject to Government Security requirements provide all reasonable access requested by LogZilla to records, systems, equipment, information and personnel, including machine IDs, serial numbers and related information. LogZilla will only examine information related to Ordering Activity's use of the Software. LogZilla may conduct audits only during Ordering Activity's normal business hours and in a manner that does not unreasonably interfere with Ordering Activity's business operations.

(c) If any of the measures taken or implemented under this **Section 6** determines that Ordering Activity's use of the Software exceeds or exceeded the use permitted by this Agreement then:

(i) Ordering Activity will, within thirty (30) days following the date of receipt of written notice and invoice from LogZilla, pay to LogZilla the retroactive License Fees for such excess use and obtain and pay for a valid license to bring Ordering Activity's use into compliance with this Agreement. In determining the Ordering Activity Fee payable pursuant to the foregoing, the rates for such licenses will be determined in accordance with the GSA Schedule Pricelist.

8. Maintenance and Support.

(a) Subject to **Section 8(d)**, the license granted hereunder entitles Ordering Activity to the technical support and maintenance services ("**Support Services**") identified on the Order, if any, during the Term.

(b) Support Services will include provision of such updates, upgrades, bug fixes, patches and other error corrections (collectively, "**Updates**") as LogZilla makes generally available at no additional charge to the Ordering Activity of the Software then entitled to Support Services. LogZilla may develop and provide Updates in its sole discretion, and Ordering Activity agrees that LogZilla has no obligation to develop any Updates at all or for particular issues. Ordering Activity further agrees that all Updates will be deemed "Software," and related documentation will be deemed "Documentation," all subject to all terms and conditions of this Agreement. Ordering Activity acknowledges that LogZilla may provide Updates via download from a website designated by LogZilla and that Ordering Activity's receipt thereof will require an internet connection, which connection is Ordering Activity's sole responsibility. LogZilla has no obligation to provide Updates via any other media. Support Services do not include any new version or new release of the Software LogZilla may issue as a separate or new product, and LogZilla may determine whether any issuance qualifies as a new version, new release or Update in its sole discretion.

(c) If Ordering Activity reports a bug or error to LogZilla, LogZilla will use commercially reasonable efforts to begin development on an Update for such bug or error within 12 hours of receipt of notification from Ordering Activity.

(d) LogZilla reserves the right to condition the provision of Support Services, including all or any Updates, on Ordering Activity's registration of the copy of Software for which support is requested. LogZilla has no obligation to provide Support Services, including Updates:

- (i) for any but the most current version or release of the Software;
- (ii) for any copy of Software for which all previously issued Updates have not been installed;
- (iii) if Ordering Activity is in breach under this Agreement; or
- (iv) for any Software that has been modified other than by or with the authorization of LogZilla, or that is being used with any hardware, software, configuration or operating system not specified in the Documentation or expressly authorized by LogZilla in writing.

9. Collection and Use of Information.

(a) Ordering Activity acknowledges that LogZilla may, directly or indirectly through the services of Third Parties, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, through:

- (i) the provision of maintenance and support services; and
- (ii) security measures included in the Software as described in **Section 6**.

(b) Ordering Activity agrees that LogZilla may use such information for any purpose related to any use of the Software by Ordering Activity or on Ordering Activity's equipment, including but not limited to:

- (i) improving the performance of the Software or developing Updates; and
- (ii) verifying Ordering Activity's compliance with the terms of this Agreement and enforcing LogZilla's rights, including all intellectual property rights in and to the Software.

10. **Intellectual Property Rights.** Ordering Activity acknowledges and agrees that the Software and Documentation are provided under license, and not sold, to Ordering Activity. Ordering Activity does not acquire any ownership interest in the Software or Documentation under this Agreement, or any other rights thereto other than to use the same in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. LogZilla and its licensors and service providers reserve and retain their entire right, title and interest in and to the Software and all intellectual property rights arising out of or relating to the Software, except as expressly granted to Ordering Activity in this Agreement. Ordering Activity will safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access. Ordering Activity will promptly notify LogZilla if Ordering Activity becomes aware of any infringement of LogZilla's intellectual property rights in the Software and fully cooperate with LogZilla, at LogZilla's sole expense, in any legal action taken by LogZilla to enforce its intellectual property rights. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

11. **Confidentiality.** By virtue of this Agreement, the parties may have access to information that is confidential to one another ("**Confidential Information**"). Confidential Information includes the Software, Documentation, and all information clearly identified as confidential. A party's Confidential Information does not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of 2 years after termination of this Agreement. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. LogZilla may reasonably use Ordering Activity's name and a description of Ordering Activity's use of the Software for its investor relations and marketing purposes to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71, unless Ordering Activity provides written notice within 7 days of installation of the Software to LogZilla that it may not do so. LogZilla recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

12. Payment. All License Fees and Support Fees are payable within 30 days of the receipt date of invoice from LogZilla and. Any renewal of the license or maintenance and support services hereunder will not be effective until the fees for such renewal have been paid in full. Late payments accrue interest at a rate governed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315. The contract price excludes all state and local taxes levied or measured by the contract or sales price of the services or completed supplies furnished under this agreement. LogZilla shall state separately on its invoices that taxes are excluded from the fees and the Ordering Activity agrees to either pay the amount of the taxes to LogZilla or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

13. Term and Termination.

(a) This Agreement and the license granted hereunder will remain in effect for the term set forth on the Order or until earlier terminated as set forth herein (the “**Initial Term**” This Agreement may be renewed for additional successive one (1) year terms by executing a new Agreement in writing (each, a “**Renewal Term**” and both the Initial Term and the Renewal Term are the “**Term**”). Notwithstanding the foregoing, for Evaluation Edition licenses, this Agreement and the license granted hereunder will end upon completion of the testing or evaluation period specified by LogZilla, which shall not exceed 30 days from delivery of the Software to Ordering Activity unless otherwise expressly agreed in writing by LogZilla.

(b) When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Logzilla shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

(c) Reserved.

(d) Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and Ordering Activity will cease using and destroy all copies of the Software and Documentation. No expiration or termination will affect Ordering Activity’s obligation to pay all Fees that may have become due before such expiration or termination, except as set forth in **Section 14(c)**.

14. Limited Warranties, Exclusive Remedy and Disclaimer/Warranty Disclaimer.

(a) If you are using Evaluation Edition of the Software, the Software is provided “AS IS” and without any warranties. Solely with respect to Software for which LogZilla receives a Fee, LogZilla warrants that, for a period of 90 days following the first installation of the Software, the Software will substantially contain the functionality described in the Documentation, and when properly installed on a computer meeting the specifications set forth in, and operated in accordance with, the Documentation, will substantially perform in accordance therewith. **THE FOREGOING WARRANTY DOES NOT APPLY, AND LOGZILLA STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY MATERIALS.**

(b) The warranties set forth in **Section 14(a)** will not apply and will become null and void if Ordering Activity or any other Person provided access to the Software by Ordering Activity, whether or not in violation of this Agreement:

(i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by LogZilla in writing;

(ii) modifies or damages the Software; or

(iii) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by LogZilla in writing.

(c) If, during the period specified in **Section 14(a)**, any Software covered by the warranty set forth in such Section fails to perform substantially in accordance with the Documentation, and such failure is not excluded from warranty pursuant to the **Section 14(b)**, LogZilla will, subject to Ordering Activity's promptly notifying LogZilla in writing of such failure, either:

(i) repair or replace the Software, provided that Ordering Activity provides LogZilla with all information LogZilla requests to resolve the reported failure, including sufficient information to enable LogZilla to recreate such failure; or

(ii) if LogZilla is unable to repair or replace the Software, refund the License Fees paid for such Software, subject to Ordering Activity's ceasing all use of and, if requested by LogZilla, returning to LogZilla all copies of the Software or certifying in writing that all copies of the Software have been destroyed.

If LogZilla repairs or replaces the Software, the warranty will continue to run from the installation date, and not from Ordering Activity's receipt of the repair or replacement. The remedies set forth in this **Section 14(c)** are Ordering Activity's sole remedies and LogZilla's sole liability under the limited warranty set forth in **Section 14(a)**.

(d) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN **Section 14(a)** AND THE SUPPORT SERVICES SET FORTH IN **Section 8**, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO ORDERING ACTIVITY "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LOGZILLA, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, LOGZILLA PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET ORDERING ACTIVITY'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

15. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL LOGZILLA OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO ORDERING ACTIVITY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES IN SYSTEM OR NETWORK SECURITY OR OTHER SECURITY INCIDENTS OF ANY KIND, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT LOGZILLA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

(b) IN NO EVENT WILL LOGZILLA'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF THE CONTRACT PRICE.

(c) THE LIMITATIONS SET FORTH IN **Section 15(a)** AND **Section 15(b)** WILL APPLY EVEN IF ORDERING ACTIVITY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

16. Export Regulation. The Software and Documentation may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. Ordering Activity will not, directly or indirectly, export, re-export or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. Ordering Activity will comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software or Documentation available outside the US.

17. US Government Rights. The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if Ordering Activity is the U.S. Government or any contractor therefor, Ordering Activity will receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance 48 C.F.R. §12.212, Ordering Activity and their contractors.

18. Miscellaneous.

(a) This Agreement will be governed by and construed in accordance with the Federal laws of the United States and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

(b) Excusable delays shall be governed by FAR 52.212-4.

(c) All notices, requests, consents, claims, demands, waivers and other communications hereunder will be in writing and will be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order (or to such other address as may be designated by a party from time to time in accordance with this **Section 18(c)**).

(d) This Agreement (including the Order) and , together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), that are incorporated by reference herein, constitutes the sole and entire agreement between Ordering Activity and LogZilla with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of a conflict between the terms in the body of this Agreement and the Order, the terms of the Order will prevail.

(e) Ordering Activity will not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, merger, a sale of all or substantially all of Ordering Activity's assets, business reorganization or otherwise, without LogZilla's prior written consent. Any purported assignment, delegation or transfer in violation of this **Section 18(e)** is void LogZilla may not assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Customer's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(g) This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving.

(h) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(i) This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Order referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(j) The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

(k) The following Sections survive termination of this Agreement: 1, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18.

(l) The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.