

UBIQ TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS (the “**Ts&Cs**”) are accepted by Ordering Activity as of the earliest Effective Date of any Order Form or Statement of Work or other written memorialization of an agreed transaction (each and collectively, the “**Sales Documentation**”) between the GSA Multiple Award Schedule Contractor acting on behalf of Ubiq Security, Inc. (“**Ubiq**”) and the Ordering Activity under GSA Schedule Contract (“**Ordering Activity**”) as a condition precedent to any use of any of Ubiq’s Software or other commercial offerings. These Ts&Cs together with the License granted hereunder, all relevant Sales Documentation executed by and between Ubiq and Ordering Activity, the underlying GSA Schedule Contract and Price List (collectively, the “**Agreement**”) forms the entire understanding governing (i) Ubiq’s licensing of any Software to Ordering Activity, and (ii) Ordering Activity’s purchase and Ubiq’s provision of any Services and Deliverables. Unless stated otherwise herein, in the event of any conflict or inconsistency in the Agreement, the terms of the Sales Documentation shall prevail only in reference to that particular Sales Documentation. Terms not defined herein shall have the meaning as used in the applicable Sales Documentation.

1. Grant of License. Solely subject to the provisions of the Agreement, upon the execution of an Order Form specifically pertaining to the Software, and the underlying GSA Schedule Contract and Price List, Ubiq grants to Ordering Activity a non-exclusive, non-transferable and indivisible license (“**License**”), without the right to sublicense, to install and use the Ubiq application indicated in the relevant Order Form, consisting of software and associated documentation provided by Ubiq (collectively, the “**Software**”) for the purposes of protecting digital data, and for no other purpose. Various provisions of the License that will be and remain in full force, such as the period (“**Term**”), will be defined on the Order Form. For the avoidance of doubt, no License is granted hereunder in the absence of an executed Order Form specifically pertaining to the Software. Notwithstanding the License granted herein, Ordering Activity shall not directly or indirectly: (a) integrate the Software into any other products or materials and/or adapt, implement or otherwise exploit the Software to develop, create, produce, sell or otherwise distribute any products or things; (b) prepare, develop, make or have made, sell or otherwise distribute any derivative works based upon the Software; (c) decompile, disassemble, merge, translate, modify, decrypt, reverse engineer, or otherwise reduce to human-readable form any portions of the Software; (d) grant any sublicenses regarding the Software; (e) disable or otherwise interfere with or attempt to disable or otherwise interfere with the locking mechanism or any other access control methods within the Software; (f) reproduce or otherwise dispose of the Software; (g) fail to comply with the laws and regulations restricting import, export, re-export, transfer or release to certain entities or destinations of the United State and other applicable jurisdictions, (i) use the Software beyond the restrictions and limitations permitted hereunder (including all provisions of the relevant Order Form) or in any ways that are unlawful, malicious, or in violation in any laws or any third party proprietary or property rights, (j) disable or circumvent any access control or related device, process or procedure established with respect to the Software, (k) access or use (or attempt to access or use) another user’s account without permission, or solicit another user’s login information, or make any attempts to do so; (l) “frame” or “mirror” any portion of the online components of the Software; (m) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Software; and/or (n) probe, scan or test the

vulnerability of the Software, nor breach the security or authentication measures of the Software or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the online components of the Software, such as a denial of service attack. For the avoidance of doubt, all restrictions specified above with respect to the Software and the License granted hereunder apply to all components of the Software and to all users of the Software. Notwithstanding anything to the contrary in the Agreement, all rights not specifically granted to Ordering Activity in the License shall be reserved and remain always with Ubiq.

2. Support. Ubiq shall use commercially reasonable efforts to correct any bugs, defects or errors in the Software and to otherwise maintain the Software according to the SLA's by providing Ordering Activity access to and use of the Ubiq Support Portal which includes the following: User and Getting Started Guides, Common Problems and Solutions, FAQs, and Help-Ticket Submission System (collectively, the "**Support**") which shall be deemed incorporated into the Software and governed by the License. Ubiq's provision of, and Ordering Activity's access to, Support is expressly conditioned upon Ordering Activity's ongoing strict compliance with the License. Ordering Activity acknowledges and accepts that Ordering Activity is solely responsible for ensuring the integrity of all Ordering Activity data, in any form whatsoever, and that Ubiq shall have neither responsibility nor liability for the protection, backup, redundancy, loss, confidentiality or security of any data whatsoever. Ordering Activity shall provide reasonable assistance to Ubiq in providing the Support and Ubiq shall rely upon all Ordering Activity decisions whether or not in writing. Ubiq shall not be liable for any delay or inability to provide Support, nor considered to have defaulted in its obligations hereunder, resulting from power failure, outages, surges, lack of connectivity, network issues, system incompatibility, telephone problems, improper maintenance, denial of service or other such attacks, components or technology not supplied by Ubiq and all other events and circumstances beyond Ubiq's reasonable control. Support is only offered for the current version of the Software properly installed in an environment consisting entirely of supported operating systems, hardware platforms, firmware levels, scripts, databases, devices, drivers, and configurations, and in strict ongoing compliance with the License. No Services shall be provided on any Software which, in Ubiq's sole reasonable judgment, has been subject to other than normal use (including, but not limited to: modification, neglect, misuse, accident, deliberate act or sabotage, reverse-engineering or attempted reverse-engineering, power failure or surge, improper installation and/or configuration and/or environment, or combination with technology or components not provided or approved by Ubiq). Ubiq reserves the right, at any time, to modify or withdraw any component of the Support provided that such modification shall not materially degrade the scope of the Support or the Software's functionality. In the event Ordering Activity provides any feedback, comment or suggestion to Ubiq regarding the Support, Ubiq shall be free to use, disclose, reproduce, license or otherwise distribute and benefit from such communication. Ubiq acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.
3. Services and Deliverables. Ubiq may from time to time provide professional services (the "**Services**") to Ordering Activity as agreed in an executed Statement of Work (each, an "**SOW**") or other Sales Documentation which may result in completed work product(s) first created by Ubiq for delivery to Ordering Activity (the "**Deliverables**"). Any and all Deliverables shall be considered "works made for hire" conditioned as further described herein. Any and all Deliverables are exclusive of the Software and/or any software or related documentation licensed directly to Ordering Activity by any third party, or any modifications or enhancements thereto. Ubiq shall not be obligated to provide any Services until (i) an SOW has been executed, (ii) a purchase order number, if required by Ordering Activity, has been provided to Ubiq and (iii) payment of any initial fees as specified in the SOW has been received by Ubiq. All Services and Deliverables, or any

portion thereof, shall be deemed satisfactory to and accepted by Ordering Activity as in substantial conformity with the material specifications of the relevant SOW (a) upon use in any production environment, or (b) unless within five (5) business days after performance or submission Ordering Activity provides Ubiq written notice of non-acceptance, including reasonable detail of any alleged substantial non-conformity with the material specifications of the relevant SOW (each, if any, a “**Deficiency**”). Upon receipt of any such notice, Ubiq shall use commercially reasonable efforts to cure all actual Deficiencies within ten (10) business days or other period as may be agreed in writing between Ubiq and Ordering Activity. Cured Deficiencies shall be subject to the acceptance criteria, standards and timeframes of this paragraph. In the event Ubiq and Ordering Activity disagree whether any alleged or cured Deficiencies warrant non-acceptance, Ubiq and Ordering Activity shall evoke the Dispute Resolution provisions contained herein.

4. Reserved.
5. Confidentiality. In the event the parties are presently bound by any non-disclosure or other confidentiality agreement, the terms of that agreement shall govern this Agreement in lieu of the foregoing provisions. For the purposes of this paragraph, the terms “**Recipient**” and “**Discloser**” refer to either Ordering Activity or Ubiq, as appropriate. “**Confidential Information**” shall mean all information disclosed by Discloser to Recipient that is designated in any manner as confidential, or that by its nature should reasonably be regarded by Recipient as confidential, and includes, but is not limited to: any technical, financial, staffing or business plans and information; any strategic information, proposals, requests for proposals, specifications, drawings, prices (excluding GSA Schedule Pricelist and Purchase Order prices) , costs, customer information, procedures, proposed Ubiq products, processes, business systems or methodologies. Except as otherwise provided herein, each party agrees that all information communicated to it by the other, whether before or after the earliest Effective Date of any Sales Documentation, will be deemed to have been received in strict confidence, will be used only for furthering the purposes contemplated herein, and each party will use the same means it uses to protect its own Confidential Information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the other’s Confidential Information. Except as otherwise provided for herein, no Confidential Information shall be disclosed by Recipient to any third-party without the prior written consent of the Discloser. The foregoing shall not prevent either party from disclosing information that: (i) becomes publicly available other than as a result of a disclosure by Recipient or other persons to whom Recipient has disclosed such information; (ii) was available to Recipient on a non-confidential basis prior to its disclosure to Recipient by Discloser provided that such prior disclosure and its non-confidential status are evidenced in writing; or (iii) becomes available to Recipient on a non-confidential basis from a source other than Discloser, provided that such source is not bound by a confidentiality agreement with Discloser. Upon termination of this Agreement or at the written request of Discloser, all Confidential Information shall be returned to its respective owner, or, upon written request of the owner, certified destroyed, and no copies shall be retained by Recipient. Each party acknowledges and agrees that a breach of the provisions of this paragraph may result in injury to the Discloser for which monetary damages cannot adequately compensate. Each party agrees that, in addition to any other remedy available to it, the Discloser shall be entitled to seek both temporary and permanent injunctive relief for a breach or threatened breach of Recipient’s obligations of confidentiality. Notwithstanding the foregoing, the Discloser 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.”
6. Warranty. Ubiq represents and warrants that (a) the Software will perform in substantial conformity to the material specifications of its printed documentation during the Term, (b) to the best of Ubiq’s knowledge, Ordering Activity’s use of

the Software according to the printed documentation will not infringe any third party's intellectual property rights, (c) it will perform the Services in a diligent, competent and professional manner consistent with the generally accepted professional practices of the industry, and (d) that all Deliverables will substantially conform to the material specifications outlined in the relevant Sales Documentation for a period not to exceed sixty (60) days from the date of first acceptance. Notwithstanding anything to the contrary in this Agreement or otherwise, Ubiq's sole liability and Ordering Activity's exclusive remedy under any valid warranty claim shall be, in the case of Services and/or Deliverables, Ubiq's use of commercially reasonable efforts to cure such claim within ten (10) business days (or other period as may be agreed in writing between Ubiq and Ordering Activity), and in the case of Software, Ubiq may elect to make corrections, replace the Software, or refund the amount actually paid by Ordering Activity, in all cases provided the claim is submitted (i) in writing with reasonable detail of all warranty claims, and (ii) within the warranty period. Cured warranty claims shall be subject to the acceptance criteria, standards and timeframes as set forth above for the cure of any Deficiency. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY SOW TO THE CONTRARY, ORDERING ACTIVITY ACKNOWLEDGES AND AGREES THAT THE WARRANTIES EXPRESSLY PROVIDED IN THIS PARAGRAPH ARE EXCLUSIVE AND MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, IMPLIED, ORAL OR WRITTEN, INCLUDING ANY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ANY WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY SPECIFICALLY DISCLAIMED. TO THE EXTENT THAT APPLICABLE LAW PREVENTS FHOOSH FROM DISCLAIMING ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW. NO AGENT OF UBIQ IS AUTHORIZED TO MAKE ANY OTHER WARRANTIES OR TO MODIFY THIS LIMITED WARRANTY.

7. Limitation of Liability. EXCEPT FOR DAMAGES ARISING IN CONNECTION WITH BREACH OF CONFIDENTIAL INFORMATION OR CLAIMS SUBJECT TO THE INDEMNIFICATION PROVISIONS, AND EVEN SHOULD ANY ELEMENT OF THIS AGREEMENT FAIL OF ITS ESSENTIAL PURPOSE, NEITHER PARTY NOR ITS OFFICERS, AGENTS, ATTORNEYS, EMPLOYEES OR END USERS SHALL HAVE LIABILITY TO THE OTHER WITH RESPECT TO THE OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR (i) SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOSS OF USE OR EQUIPMENT DOWNTIME, AND LOSS OF OR CORRUPTION TO DATA), REGARDLESS OF THE LEGAL THEORY UNDER WHICH THEY ARE SOUGHT (INCLUDING, BUT NOT LIMITED TO ACTIONS FOR BREACH OF CONTRACT, STRICT LIABILITY, RESCISSION AND BREACH OF WARRANTY), EVEN IF THEY HAD BEEN ADVISED OF, OR SHOULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, OR (ii) DIRECT DAMAGES EXCEEDING (a) IN THE CASE OF SERVICES AND/OR DELIVERABLES, THE TOTAL VALUE OF THE SALES DOCUMENTATION UNDER WHICH SUCH DAMAGES AROSE, AND (b) IN THE CASE OF SOFTWARE, THE AMOUNT ACTUALLY RECEIVED BY UBIQ FROM ORDERING ACTIVITY FOR THE LICENSE PERIOD GIVING RISE TO THE CLAIM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS ENTIRE PARAGRAPH ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT AND THAT ALL LIMITATIONS, WARRANTIES AND DISCLAIMERS SET FORTH HEREIN REFLECT AN EQUITABLE ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT ANY REMEDY

MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS) AND THAT IN THEIR ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 3729-3733. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; OR (2) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

8. Intellectual Property Rights. As well as all rights, interest and title in and to the Software, Ubiq has previously created, acquired or otherwise has existing rights in, and may, in connection with the performance of any Services, employ, provide, modify, create, or acquire or otherwise obtain rights in various intellectual, industrial and other property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, as well as the logic, coherence and methods of operation of systems (collectively, the “**Ubiq Intellectual Property**”). Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost. Ubiq shall retain all right, title and interest in and to all Ubiq Intellectual Property, including the Software, and, except for the License expressly granted herein, Ordering Activity shall acquire no right or interest in any Ubiq Intellectual Property, including the Software. In addition to any License, and to the extent that Ubiq utilizes any Ubiq Intellectual Property or any other intellectual, industrial or other property in connection with the performance of the Services and or creation of Deliverables, and subject to Ordering Activity's full and final payment of all amounts finally legally owing to Ubiq under the applicable SOW, Ubiq shall (i) transfer, assign and convey to Ordering Activity all right, title and interest in and to the Deliverables (except for any Ubiq Intellectual Property, including the Software, contained therein) which shall then vest in Ordering Activity, and (ii) grant to Ordering Activity a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, license to use, copy, display, distribute, perform, make, have made, sell, have sold, and create derivative works of any Ubiq Intellectual Property (except for the Software) contained in the Deliverables, if any. The foregoing license does not authorize Ordering Activity to separate any Ubiq Intellectual Property (including the Software) from the Deliverables, nor to create any stand-alone product from any Ubiq Intellectual Property (including the Software), nor does it any way expand any License to any Software. For the avoidance of doubt, all rights, interest and title in and to the Software (including all modifications, and enhancements thereof, and in all United States and worldwide trademarks, service marks, trade dress, logos, copyrights, rights of authorship, inventions, patents, rights of inventorship, rights of publicity, privacy and defamation, trade secrets, rights under unfair competition and unfair trade practices laws, and all other intellectual and industrial property rights) shall always remain with Ubiq, and, except for the License expressly granted herein, Ordering Activity shall acquire no rights, interest or title in and to the Software. Ordering Activity shall not challenge, contest or otherwise impair Ubiq's ownership of any Ubiq Intellectual Property (including the Software) or the validity or enforceability of Ubiq's Intellectual Property Rights related thereto.

9. **Indemnity.** Ubiq (“**Indemnifying Party**”) shall have the right to intervene to defend, indemnify and hold harmless Ordering Activity and its successors, directors, officers, attorneys, employees and representatives from any loss, liability, damage, cost and expense (including reasonable attorney fees actually incurred) arising out of claims of (i) gross negligence or willful misconduct on the part of the Indemnifying Party and/or (ii) damage to property or personal injury (including death) caused by the Indemnifying Party during the performance of this Agreement. Furthermore, Ubiq shall defend, indemnify and hold harmless Ordering Activity and its successors, directors, officers, attorneys, employees and representatives from any loss, liability, damage, cost or expense (including reasonable attorney fees actually incurred) finally awarded by a court of competent jurisdiction arising out of claims of intellectual property infringement or misappropriation related to the Software or the performance of the Services or the intended use of the Deliverables. In the event an intellectual property infringement or misappropriation claim, or if Ubiq, in its sole discretion, reasonably believes that such a claim is likely to be made, Ubiq may, at its sole reasonable option, and in addition to the above indemnification: (i) modify the Software and/or applicable Deliverables so that they become non-infringing functional equivalents and in substantial compliance with its material specifications; or (ii) replace the Software and/or applicable Deliverables with non-infringing functional equivalents; or (iii) obtain for Ordering Activity the right to use the Software and/or such Deliverables upon commercially reasonable terms at Ubiq’s expense; or (iv) terminate the License and/or remove the infringing Deliverables and refund to Ordering Activity (a) in the case of Deliverables, the pro-rated fees paid for any Deliverables that are the subject of such a claim based upon a five (5) year amortization schedule, and/or (b) in the case of the Software, any amounts pre-paid under any applicable Sales Documentation. This paragraph sets forth the exclusive remedy and entire liability and obligation of each party with respect to intellectual property infringement or misappropriation claims, including patent, copyright or trademark infringement claims and trade secret misappropriation. Ubiq shall have no obligation or other liability for any infringement or misappropriation claim resulting or alleged to result from: (i) use of the Software and/or Deliverables in combination with any equipment or software not provided by Ubiq; (ii) any claim arising from any written instruction, information, design or other materials furnished by Ordering Activity to Ubiq; or (iii) Ordering Activity’s continuation of any allegedly infringing activity after being notified thereof or after having been provided with modifications that would have avoided the alleged infringement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516
10. **Termination and Cessation of License.** The License granted hereunder shall immediately, automatically and with no notice terminate upon the lapse of the Term and all rights shall revert to Ubiq whereupon Ordering Activity shall immediately cease using the Software and delete from all computer systems and equipment all copies of the Software. 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, Ubiq 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. Upon termination of any SOW by Ordering Activity for any reason other than project completion, (i) all earned and unpaid payments, fees and expenses related to such SOWs shall become immediately

due and payable; and (ii) upon Ordering Activity's full and final payment of all amounts finally legally owing to Ubiq under the applicable SOW, Ubiq shall transfer, assign and convey to Ordering Activity (a) all completed Deliverables generated during the performance of the terminated SOWs, including all rights, titles and interests in and to the same as provided herein, and (b) all other work product generated but not completed during the performance of the terminated SOWs, including all rights, titles and interests in and to the same, regardless of completeness, in an AS-IS state with no warranty of any kind whatsoever.

11. Independent Parties. The relationship of Ubiq and Ordering Activity shall at all times be that of independent contractor. Neither party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of the other party, except as expressly provided herein. This Agreement is not intended to be, nor shall it be construed as, a joint venture, association, partnership, or other form of a business organization, agency relationship, or employment relationship. Ubiq shall bear sole responsibility for payment of compensation and benefits, if any, (including health and retirement benefits, federal and state withholding taxes, social security, unemployment insurance and other statutory taxes or fees) to which its personnel may be entitled. Except for the Confidentiality and Intellectual Property provisions contained herein, nothing in this Agreement shall preclude or limit in any way the right of Ubiq to (i) provide services of any kind or nature whatsoever to any individual or entity as Ubiq in its sole discretion deems appropriate, (ii) develop for itself or for others materials that are competitive with those which may be produced as a result of the Services, irrespective of their similarity to the Deliverables, or (iii) use any general knowledge or expertise gained in the course of performing any Services. This Agreement is entered into by and between, and may be enforced only by, Ubiq and Ordering Activity. This Agreement shall not be deemed to create any rights in any third parties (other than permitted successors and assigns and any persons entitled to indemnity hereunder), including suppliers and customers of a party, or to create any obligations of a party to any such third parties. Each party may use the other's name and logo to identify the other as a Ordering Activity or service provider, as appropriate, on each party's website and marketing materials and such listing may identify the type of services performed. Otherwise, neither party shall issue a press release or make any public statement concerning the other without the prior written permission of the other.
12. Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).
13. Governing Law and Venue; Dispute Resolution. This Agreement is governed by, and shall be construed and enforced in accordance with, the Federal laws of the United State of America. Because the Ordering Activity is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought under the Contract Disputes Act 41 U.S.C. § 7101. During any dispute under the Contract Disputes Act, UBIQ shall proceed diligently with performance of this Agreement, pending resolution of any request for relief, claim, appeal, or action arising under the Agreement and comply with any decision of the Contracting Officer.Assignment. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.
14. Severability and Survival. If any provision of this Agreement is held to be illegal, invalid, void or otherwise unenforceable, for any reason by a court of competent jurisdiction, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof and the remaining provisions of the Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement, a provision as similar in its terms to

such illegal, invalid or unenforceable provision as may be reasonably possible and be legal, valid and enforceable. The provisions of this Agreement which by their nature are intended to survive termination shall survive termination and/or any permitted assignment of this Agreement.

15. Entire Agreement. This Agreement (including the License), together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), contains the entire understanding between Ubiq and Ordering Activity with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations and agreements, oral or written, between them regarding the subject matter hereof. This Agreement shall not be supplemented or modified by any course of dealing or usage of trade. Except as otherwise expressly set forth in this Agreement, this Agreement may not be modified or amended except in writing signed by both parties. A negotiated purchase order shall supersede this document in the event of a conflict. Any rights not expressly waived herein are reserved. The making, execution, and delivery of this Agreement by Ubiq and Ordering Activity have been induced by no representations, statements, warranties, disclaimers, limitations or agreements other than those expressed herein and all disclaimers, limitations and exclusions shall apply even in the event that any element of this Agreement fails of its essential purpose. No rules of construction shall be invoked concerning this Agreement, its provisions or the interpretation thereof. All language of this Agreement shall be interpreted consistent with the ordinary and reasonable meaning of the words used. No prior transactions or dealings between the parties shall be deemed to establish any custom or usage waiving or modifying any provision hereof. The language of this Agreement and Notice between the parties, dispute resolution and any litigation shall be the English language. Any required or requested translation or localization shall be at the sole responsibility and expense of Ordering Activity. The pre-printed terms of any purchase order shall be of no effect. Notwithstanding, a negotiated Government Purchase Order, signed by both parties, shall supersede the terms of the Agreement.

BY EXECUTING ANY SALES DOCUMENTATION, USING THE SOFTWARE IN ANY WAY, RECEIVING ANY SERVICES OR DELIVERABLES OR OTHERWISE ENJOYING THE BENEFIT OF ANY OF UBIQ'S COMMERCIAL OFFERINGS, ORDERING ACTIVITY ACKNOWLEDGES, ACCEPTS AND AGREES TO BE BOUND BY THE AGREEMENT.