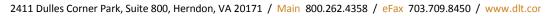# DLT RIDER TO MANUFACTURER END USER TERMS
(For Public Sector End Users)

1. **Scope.** This DLT Rider to Illusive Networks LTD ("Manufacturer") End User Terms ("DLT Rider") establishes the terms and conditions enabling DLT Solutions, LLC ("DLT") to provide Manufacturer's Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the "Licensee" or "Customer").

2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer's Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:

    a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.

    b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.

    c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer's security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer's facilities and records to verify Customer's compliance with this Agreement. Any such audit will take place only during Customer's normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance ("Notice"); (b) If Customer's security requirements are not met and upon Manufacturer's request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer's compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer's expense.

    d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.

    e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer's state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.

    f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.

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g. **Customer.** Customer is the "Ordering Activity", defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.

h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.

i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.

j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer's order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer's Terms are hereby deemed to be deleted.

l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.

m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.

n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer's termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.

o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture's Terms unless expressly stated in Customer's order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.

p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

Incorporation of Manufacturer Terms. Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.

LICENSE AGREEMENT

IMPORTANT - PLEASE READ CAREFULLY THE TERMS OF THIS LICENSE AGREEMENT ("**AGREEMENT**"). BY CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON OR BY INSTALLING, ACCESSING AND/OR USING THE ILLUSIVE SOFTWARE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, OR THE COMPANY YOU REPRESENT, ("**YOU**" OR "**LICENSEE**") ARE ENTERING INTO A LEGAL AGREEMENT WITH ILLUSIVE NETWORKS LTD.,("**ILLUSIVE**"), WHETHER DIRECTLY WITH ILLUSVIE OR THROUGH A PARTNER, RESELLER OR DISTRIBUTOR AUTHORIZED BY ILLUSIVE ("**PARTNER**"), AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT. DO NOT SELECT "I AGREE" OR INSTALL OR USE THE SOFTWARE UNTIL YOU HAVE CAREFULLY READ, UNDERSTOOD AND AGREED TO THESE TERMS. FURTHERMORE, YOU HEREBY WAIVE ANY RIGHTS OR REQUIREMENTS UNDER ANY LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW.

IF YOU HAVE PURCHASED THE LICENSE GRANTED HEREUNDER FROM A PARTNER, ("**PARTNER ORDER**"), THEN, AS BETWEEN YOU AND ILLUSIVE, THIS AGREEMENT SHALL PREVAIL. ANY RIGHTS GRANTED TO YOU IN SUCH PARTNER ORDER WHICH ARE NOT CONTAINED IN THIS AGREEMENT, APPLY ONLY IN CONNECTION WITH THE PARTNER. IN THAT CASE, YOU MUST SEEK REDRESS OR REALIZATION OR ENFORCEMENT OF SUCH RIGHTS SOLELY WITH THE PARTNER AND NOT ILLUSIVE.

1. **Definitions**. For purposes of this Agreement, the following capitalized terms shall have the following meaning:

    1.1   "**Documentation**" means the user's guides and technical manuals delivered by Illusive and/or Partner to Licensee.

    1.2   "**Evaluation Period**" means a period of sixty (60) days from execution of the applicable Order, or such other period as may be agreed between the applicable parties in writing.

    1.3   "**End User Order**" means any written or electronic order form issued by Illusive and agreed to by Licensee by clicking and/or execution, as applicable, for the provision of the applicable license granted under this Agreement.

    1.4   "**Feedback**" means suggestions, comments or feedback (whether orally or in writing) with respect to the Software.

    1.5   "**Intellectual Property Rights**" means all intangible legal rights, titles and interests evidenced by or embodied in all: (i) inventions (regardless of patentability and whether or not reduced to practice), improvements thereto, patents, patent applications, patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions and reexaminations thereof; (ii) trademarks, service marks, trade dress, logos, trade names, corporate names, together with translations, adaptations, derivations and combinations thereof, including goodwill associated therewith, and applications, registrations, and renewals in connection therewith; (iii) any work of authorship, regardless of copyrightable, copyrightable works, copyrights (including droit morale), and applications, registrations and renewals in connection therewith; (iv) mask works and applications, registrations and renewals in connection therewith; (v) trade secrets and Confidential Information; and (vi) other proprietary rights and any other similar rights, in each case on a worldwide basis, and copies and tangible embodiments thereof, in whatever form or medium.

1.6 "**License Key**" means the code provided to Licensee for activation of the Software.

1.7 "**Order**" means either Partner Order or End User Order, as the case may be.

1.8 "**Software**" means the object code version of Illusive's software including Documentation and any updates and upgrade thereto (to the extent delivered).

2. **License**

2.1 **Grant of License**. Subject to the terms and conditions of this Agreement and the applicable Order, Illusive hereby grants Licensee a personal, non-exclusive, non-sublicensable, non-transferable revocable license to use the Software in object code form, as described in the applicable Order, solely for: (i) internal business security purposes ("**Production License**"), subject to the payment of the applicable license fees, or (ii) internal trial use and evaluation purposes ("**Evaluation License**"), during the Evaluation Period, and upon expiration of the Evaluation Period, the Evaluation License shall automatically expire and Section 13.4 (*Consequences of expiration or Termination*) shall apply. At any time during the Evaluation Period, or upon expiration of the Evaluation License, Partner and Licensee may agree in writing by execution of an applicable Order to convert to or enter into a Production License, as applicable, subject to payment of the applicable license fee, the terms of this Agreement and the term set forth in the said Order.

2.2 **Acceptance**. All Software shall be deemed accepted upon delivery of the License Key.

2.3 **Documentation.** Illusive and/or its Partner may make available Documentation to Licensee for Licensee's use for Licensee's internal business purposes and solely in connection with Licensee's use of the Software during the term of this Agreement. Licensee may print or copy the Documentation as needed for its own internal business purposes provided that all copyright notices are included therein. The Documentation shall be considered the Confidential Information of Illusive.

2.4 **Reservation of Rights; Use Restrictions**. Other than the rights explicitly granted in this Agreement, Licensee shall have no other rights, express or implied, in the Software. Without limiting the generality of the foregoing, Licensee agrees and undertakes not to: (i) sell, lease, sublicense or distribute the Software, or any part thereof, or otherwise transfer the Software or allow any third party to use the Software in any manner; (ii) reverse engineer, decompile, disassemble or otherwise reduce to human-perceivable form the Software's source code; (iii) modify, revise, enhance or alter the Software; (iv) copy or allow copies of the Software to be made; (v) make the Software accessible to other users or the public; (vi) circumvent, disable or otherwise interfere with security-related features of the Software or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Software; (vii) interfere or attempt to interfere with the integrity or proper working of the Software; (viii) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the Software; (ix) use the Software to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement, and/or (x) represent that it possesses any proprietary interest in the Software.

The respective license granted under this Agreement may be further subject to Licensee's compliance with additional use restrictions and/or limitations specified in the applicable Order (such as maximum number of authorized user), which, for the avoidance of doubt, are in addition to, and without derogating from, any other use restrictions set forth herein.

2.5 **Professional services**. Illusive may offer certain professional services in conjunction with Software ("**Professional Services**"). The use of Professional Services are subject to additional terms and conditions, and may entail additional costs and expenses.

2.6 **Open Source and Third Party licenses**. The Software (i) includes certain open source code software and materials (as shall be listed in the documentation of the Software) ("**Open Source Software**") that are subject to their respective open source licenses ("**Open Source Licenses**") (ii) may include certain third party's software which are not subject to Open Source Licenses ("**Third Party Software**"). Such Open Source Licenses contain list of conditions with respect to warranty, copyright policy and other provisions. By executing this Agreement, Licensee undertakes to strictly comply with the terms and condition of the Open Source Licenses, as may be amended from time to time. In order to comply with the Open Source Licenses, Licensee shall read the respective licenses or notices which are available within the Software's notice file ("**Notice File**"), as may be amended from time to time by Illusive, at its sole discretion. Such Notice File may also include certain notices and/or list of conditions with regard to certain Third Party Software ("**Third Party Terms**"). In the event of any inconsistencies or conflicting provisions between the provisions of the Open Source Licenses and the provisions of this Agreement, the provisions of the Open Source Licenses shall prevail. In the event of any inconsistencies or conflicting provisions between the provisions of Third Party Terms and the provisions of this Agreement, the provisions of the Third Party Terms shall prevail. Without derogating from the generality of the foregoing, it is clarified that any Open Source Software and Third Party Software are provided on an "AS IS" basis, without indemnity or warranty of any kind, whether express or implied. For clarity, the representations and warranties set forth in Section 6 hereunder shall not apply to any Open Source Software and Third Party Software.

3. **Usage Audit**. Illusive may request once per year that Licensee furnish it with a report in a format requested by Illusive with respect to the use by Licensee of the Software in order to verify Licensee's usage of the Software in accordance with the terms of this Agreement.

4. **Title & Ownership**. ILLUSIVE DOES NOT SELL OR TRANSFER TITLE IN THE SOFTWARE, OR ANY PART THEREOF, TO LICENSEE. The Documentation, Software (excluding any Open Source Software and Third Party Software therein which are owned by their respective licensors) and/or any copies thereof, including without limitation any derivative works made (regardless of whether such derivative works were made and/or developed pursuant to the request and/or specifications of Licensee, and irrespective of any support and/or assistance Illusive may, will or had received from Licensee, or any third party on its behalf, with respect thereto), as well as any updates or upgrades thereto, if provided to Licensee pursuant to this Agreement, shall remain Illusive's sole and exclusive property. All Intellectual Property Rights evidenced by or embodied in and/or attached/connected/related to the Software, or part thereof, are and shall be owned solely and exclusively by Illusive. Nothing in this Agreement shall constitute a waiver of Illusive's Intellectual Property Rights under any law, or be in any way construed or interpreted as such. It is further agreed that to the extent Licensee provides Illusive and/or the Partner with Feedback, Licensee acknowledges that any and all rights, including Intellectual Property Rights in such Feedback shall belong exclusively to Illusive and that such shall be considered Illusive's Confidential Information and Licensee hereby irrevocably and unconditionally transfers and assigns to Illusive all intellectual property rights in such Feedback and waives any and all moral rights that Licensee may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Illusive at its sole discretion, and that Illusive in no way shall be obliged to make use of any kind of the Feedback or part thereof.

5. **Confidentiality**.

5.1. <u>Confidential Information</u>. Each party ("**Disclosing Party**") may from time to time during the term of this Agreement disclose to the other party ("**Receiving Party**") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("**Confidential Information**"). The Disclosing Party will mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend. The Disclosing Party will identify all Confidential Information disclosed orally as confidential at the time of disclosure. Regardless of whether so marked or identified, however, any information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party, will be considered Confidential Information of the Disclosing Party.

5.2. <u>Protection of Confidential Information</u>. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

5.3. <u>Exceptions</u>. The Receiving Party's obligations under this Section, with respect to any Confidential Information of the Disclosing Party, shall not apply to and/or shall terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

6. **Warranty**. If You have received the Software pursuant to an Evaluation License, this Section shall not apply to You and only Section 8 will apply. Illusive warrants that: (i) to its knowledge, it has the right to grant Licensee the Production License granted; and (ii) for a period of ninety (90) days from the delivery of the Software (the "**Warranty Period**"), the Software will materially conform to Illusive's published technical specifications in effect as of the date of manufacture. Licensee's sole and exclusive remedy for breach of this warranty shall be to notify Illusive within the Warranty Period, detailing the nonconformance, in which event Illusive shall use reasonable commercial efforts to replace or repair the Software or the applicable portion thereof. In case of failure to repair or replace the Software, You shall have the right to terminate this Agreement within fourteen (14) of such failure and You will have the right to be reimbursed any amount pre-paid by You for the remaining unused period of the license.

7. **Warranty Exclusions**. The warranties set forth in Section 6 are contingent upon Licensee's proper use of the Software, and shall not apply if Illusive reasonably determines that the defective Software (i) has been subject damage caused by abuse, misuse, alteration, neglect, negligence or unauthorized

repair, storage or installation, (ii) has failed due an Act of God, including but not limited to fire, flood, tornado, earthquake, hurricane or lightning; or (iii) by the use or attempted use of Software other than that supplied and supported by Illusive. Illusive will use reasonable commercial efforts to repair, replace or, if applicable, refund pursuant to the foregoing warranty within thirty (30) days of being so notified.

8.   **Warranty Disclaimers**.

AS BETWEEN LICENSEE AND ILLUSIVE, EXCEPT AS SET IN SECTION 6, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR INTENDED OR PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS OR WILL ACHIEVE ANY SPECIFIC RESULTS AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

ILLUSIVE DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS PROVIDED OR MADE TO LICENSEE BY THE PARTNER. SUCH WARRANTIES AND REPRESENTATONS ARE THE SOLE RESPONSIBILITY OF THE PARTNER.

Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

9.   **Limitation of Liability**.

UNDER NO CIRCUMSTANCES SHALL ILLUSIVE AND/OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SOFTWARE.

ILLUSIVE'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM LICENSEE'S USE OF OR INABILITY TO USE THE SOFTWARE, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY LICENSEE TO ILLUSIVE FOR USING THE SOFTWARE WITHIN THE TWELVE (12) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.

THE FOREGOING LIMITATIONS AND EXCLUSIONS IN THIS SECTION 9 SHALL APPLY: (i) EVEN IF ILLUSIVE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES OR LOSSES; (ii) EVEN IF ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE; AND (iii) REGARDLESS OF THE BASIS OR THEORY OF LIABILITY**.**

10.   **Government Use**. If Licensee is part of an agency, department, or other entity of the United States Government ("**Government**"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software may restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Software is a "commercial item", "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR Part 12.212, and DFARS Part 227.7202 and 252.7014(a) and their successors. In accordance with such provisions, any use of the Software by the Government shall be governed solely by the terms of this Agreement.

11.   **Export Laws.** Licensee agrees to comply fully with all U.S., Israeli, and all applicable export laws and regulations to ensure that neither the Software nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws

and regulations. For clarity, and without derogating from Section 13 (Term and Termination) above, in case of any change of any applicable law, policy or regulation, which might affect Illusive's business, Illusive will have the right to terminate this Agreement and the license granted hereunder and the Licensee shall have no claims regarding such termination.

12. **Use of Statistical Data.** We may collect and use certain statistical, non-identifiable data related to Licensee's use of the Software, in order to monitor and improve our Software, and enhance your experience with the Software. Such data may be stored with third party repositories (e.g., Microsoft Azure Cloud),

13. **Term and Termination**.

   13.1. Term. Unless terminated earlier in accordance with the terms of this Agreement, this Agreement and the Production License granted under Section 2.1 is effective for the duration of the term set forth in the applicable Order. The duration of the Evaluation License shall in accordance with the provisions of Section 1.

   13.2. Termination for Breach. Either party may terminate this Agreement at any time by giving written notice to the other party if the other party is in breach or default of any material provision of this Agreement, and, if curable, fails to cure the breach or default, within thirty (30) days after being given written notice, specifying details of the breach or default and requiring the same to be remedied.

   13.3. Termination in the Event of Default. Either party may terminate this Agreement immediately, in the event the other party: (i) is judged bankrupt or insolvent; (ii) makes a general assignment for the benefit of its creditors; (iii) a trustee or receiver is appointed for such party or for any of its property; or (iv) any petition by or on behalf of such party is filed under any bankruptcy or similar laws.

   13.4. Consequences of expiration or Termination. Upon expiration or termination of this Agreement pursuant to Sections 13.1- 13.3 above, Licensee will: (i) immediately cease use of the Software; (ii) return the Software and all copies thereof, as well as the Documentation to Illusive; (iii) erase or otherwise destroy all copies of the Software in its possession, which is fixed or resident in the memory or hard disks of its computers; and (iv) return to Illusive any and all Confidential Information then in its possession. Notwithstanding the foregoing, Receiving Party may maintain such copies of Disclosing Party's Confidential Information as may be: (a) required to comply with applicable law or regulation; or (b) required by Receiving Party's internal record keeping policies; provided that any such retained Confidential Information shall remain subject to the terms of this Agreement.

   13.5. Survival. The provisions of Sections 2.1, 2.4, 2.5, 4 (Title & Ownership), 5 (Confidentiality), 8 (Warranty Disclaimer) 9 (Limitation of Liability), 15 (Governing Law and Disputes) and 16 (General) shall survive the termination, expiration or other ending of this Agreement.

14. **Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by Licensee but may be assigned by Illusive without restriction or notification. Any assignment in breach of this Agreement shall be null and void.

15. **Governing Law and Disputes**. This Agreement, and any disputes between Licensee and Illusive in connection with this Agreement or the Software shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws rules; and Licensee agrees to submit to the personal and exclusive jurisdiction of the courts located in New York County, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding

anything to the contrary, Illusive may seek injunctive relief or other relief necessary to prevent or restrain a breach of this Agreement in any jurisdiction.

16. **General.** This Agreement, including the preamble to this Agreement, shall constitute the entire agreement between Licensee and Illusive concerning the Software. In the event of a conflict between this Agreement and the End User Order, the terms of the End User Order shall prevail with respect to the subject matter of such End User Order. Illusive hereby rejects any term, provision or condition in Licensee purchase order or other communication which conflicts with, or purports to add to or modify this Agreement and any such term, provision or condition shall be deemed stricken and shall not be binding upon Illusive unless and until an officer of Illusive expressly accepts such term, provision or condition in writing. No amendment to this Agreement will be binding unless in writing and signed by Illusive and Licensee. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, (i) the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect; and (ii) the invalid provision shall be substituted with a provision that most closely approximates the original legal and economic effect of the invalid provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. All section and sub-section headings used in this Agreement are for convenience only, and shall not be relied upon or used in interpreting this Agreement.

LICENSEE EXPRESSLY ACKNOWLEDGES THAT LICENSEE HAS READ THE TERMS OF THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY SIGNING THIS AGREEMENT, OR CLICKING "I AGREE", "ACCEPT" OR SIMILAR BUTTON, AND/OR CONTINUING TO DOWNLOAD, INSTALL, ACCESS OR USE THE SOFTWARE (AS APPLICABLE), LICENSEE EXPRESSLY CONSENTS TO BE BOUND BY THE TERMS OF THIS AGREEMENT.