

Software License and Support Agreement

This Software License and Support Agreement, including the Order Form which by this reference is incorporated herein (this "**Agreement**"), is a binding agreement between SCATR Corp, a Delaware company ("**SCATR**") ("**Licensor**") and you or the entity you represent by selecting "Agree". ("**Licensee**"). Licensor and Licensee shall individually be referred to as "Party" and collectively referred to as the "Parties".

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

"Authorized Users" means you, including your full-time and part time employees, individual contractors, and other Persons designated by Licensee and approved by Licensor in writing, and which are provided with the terms and conditions of this Agreement and agree to be bound to such terms and conditions, using the Software installed on each device, but only up to and including the number of devices set forth in the Order Form for which License Fees have been paid, and only as set forth pursuant to the license granted under this Agreement, and subject to all of the terms and conditions of this Agreement.

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

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Licensee" means an End User that has been granted express legal permission from the Licensor to use the Licensor's technology, products, and services for a given Term.

"License Fees" means the license and support fees, including all taxes thereon, paid or required to be paid by Licensee, as set forth in this Agreement and within an Order Form.

"Licensor" means the ability to grant express legal permission to the Licensee to use the Licensor's technology, products and services for a given Term.

"Order Form" means the order form filled out and submitted by or on behalf of Licensee, and accepted by Licensor, for Licensee's purchase of the license for and support of the Software, under this Agreement.

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

"Software" means the software programs which make up the SCATR transit security software, for which Licensee is purchasing a license and support, as expressly set forth in the Order Form.

"Support" means maintenance and support provided by Licensor under this Agreement, pursuant to Schedule B.

"SCATR Supported Device" means a computing or other device which strictly complies with each and every one of the requirements set forth in the Documentation, and for which at least a portion of the Software is installed.

"Term" has the meaning set forth in Section 10.

"Third Party" means any Person other than Licensee or Licensors.

"Update" has the meaning set forth in Section 7(b).

2. License Grant and Scope. Subject to and conditioned upon Licensee's payment of the License Fees and Licensee's strict compliance with all terms and conditions set forth in this Agreement, Licensors hereby grants to Licensee a non-exclusive, non-transferable, non-assignable, non-sublicensable, limited license during the Term to use, solely by and through its Authorized Users, 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 Licensee the right, exercisable solely by and through Licensee's Authorized Users, to:
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 - b. Use and run the Software as properly installed on a SCATR Supported Device in accordance with this Agreement and the Documentation, solely as set forth in the Documentation and solely for Licensee's personal use and internal

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- c. Download or otherwise make one (1) copy of the Documentation and use such Documentation, solely in support of its licensed use of the Software in accordance herewith. All copies of the Documentation made by Licensee:
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4. Use Restrictions. Licensee shall not, and shall require its Authorized Users not to, directly or indirectly:
 - a. use (including make any copies of) the Software or Documentation beyond the scope of the license granted under Section 2;
 - b. provide any other Person or service provider of Licensee, 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, although the Software may be used with or may be integrated with other software and Supported Devices but only with notice and permission from Licensor;
 - 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 provided on or with 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 or on a hosted basis, including in connection with the internet or any 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, unless provided to an Authorized User for the purpose of using the Software under this Agreement and all License Fees have been paid for all such users;
- i. use the Software or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including:
 - i. power generation systems, except for U.S. government or U.S. federal agency implementations;
 - ii. aircraft navigation or communication systems, air traffic control systems, or any other transport management systems, except for U.S. government or U.S. federal agency implementations;
 - iii. safety-critical applications, including medical or life-support systems, vehicle operation applications, or any police, fire, or other safety response systems, except for U.S. government, U.S. federal agency and U.S. state government agency implementations; and
 - iv. aviation or aerospace applications or environments, except for U.S. government or U.S. federal agency implementations;
- j. use the Software or Documentation in violation of any U.S. or international law, regulation, or rule;
- k. use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to the Licensor's commercial disadvantage; and,
- l. resell, sub-license, or otherwise transfer the Software to anyone.

5. Responsibility for Use of Software. Licensee is responsible and liable for all uses of the Software and Documentation, whether or not through access thereto provided by Licensee, either directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.
6. 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 any use of the Software that is prohibited under Section 4, or installation of Software on computing devices that violates the terms of the License Agreement (Section 6(b)(ii)). Licensee shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.
 - b. On a semi-annual basis, and otherwise on Licensor's written request, Licensee shall conduct a review of its and its Authorized Users use the Software and certify to Licensor in a written instrument signed by an officer of Licensee that it is in full compliance with this Agreement or, if Licensee discovers any noncompliance:
 - i. Licensee shall immediately remedy such noncompliance and provide Licensor with written notice thereof. Licensee shall provide Licensor with all access and assistance as Licensor requests to further evaluate and remedy such noncompliance.
 - ii. If Licensee's use of the Software exceeds the number of copies or Authorized Users permitted under the license, Licensor shall have the remedies set forth in Section 1
 - iii. If Licensee is the U.S. government or a U.S. federal agency, then Licensee is exempt from these paragraph 6(b) terms and conditions.
 - c. During the Term, Licensor may, in Licensor's sole discretion, audit Licensee's use of the Software to ensure Licensee's compliance with this Agreement, provided that (i) any such audit shall be conducted on not less than ten (10) calendar days' prior notice to Licensee, and (ii) no more than three (3) audits may be conducted in any twelve (12) month period except for good cause shown. Licensor also may, in its sole discretion, audit Licensee's systems within three (3) months after the end of the Term to ensure Licensee has ceased use of the Software and removed all copies of the Software from such systems as required hereunder. The Licensee shall fully cooperate with

Licensor's personnel conducting such audits and provide all reasonable access requested by the Licensor to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information. Licensor shall only examine information directly related to the Licensee's use of the Software. Licensor may conduct audits only during Licensee's normal business hours and in a manner that does not unreasonably interfere with the Licensee's business operations. If Licensee is the U.S. government or a U.S. federal agency, then Licensee is exempt from these paragraph 6(c) terms and conditions.

- d. If the audit/any of the measures taken or implemented under this Section 6 determines that the Licensee's use of the Software exceeds or exceeded the use permitted by this Agreement then:
 - i. Licensee shall, within ten (10) calendar days following the date of Licensor's written notification thereof, pay to Licensor the retroactive License Fees for such excess use, and, unless Licensor terminates this Agreement pursuant to Section 6.1(d)(iii), obtain and pay for a valid license to bring Licensee's use into compliance with this Agreement. In determining the Licensee Fee payable pursuant to the foregoing, (i) unless Licensee can demonstrate otherwise by documentary evidence, all excess use of the Software shall be deemed to have commenced on the commencement date of this Agreement or, if later, the completion date of any audit previously conducted by Licensor hereunder, and continued uninterrupted thereafter, and (ii) the rates for such licenses shall be determined without regard to any discount to which Licensee may have been entitled had such use been properly licensed prior to its commencement (or deemed commencement).
 - ii. If the use exceeds or exceeded the use permitted by this Agreement by more than five percent (5%), Licensee shall also pay to Licensor, within ten (10) calendar days following the date of Licensor's written request therefor, Licensor's reasonable costs incurred in conducting the audit.
 - iii. If the use exceeds or exceeded the use permitted by this Agreement by more than fifteen percent (15%), Licensor shall also have the right to terminate this Agreement and the license granted hereunder, effective immediately upon written notice to Licensee.
 - iv. Licensor's remedies set forth in this Section 6(d) are cumulative and are in addition to, and not in lieu of, all other remedies the Licensor may have at law or in equity, whether under this Agreement or otherwise.

7. Collection and Use of Information.

- a. Licensee acknowledges that Licensor may, directly or indirectly through the services of Third Parties, collect and store information regarding use of the Software and about devices on which the Software is installed or through which it otherwise is accessed and used, through the provision of any services or security measures included in the Software as described in Section 6, or otherwise.
 - b. Licensee agrees that the Licensor may use such information for any purpose related to any use of the Software by Licensee or on Licensee's devices, including but not limited to:
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8. Intellectual Property Rights. Licensee acknowledges and agrees that the Software and Documentation are provided under license, and not sold, to Licensee. Licensee 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. Licensor, its licensors and service providers reserve and shall 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 the Licensee in this Agreement. Licensee shall use commercially reasonable efforts to safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee shall promptly notify Licensor if Licensee becomes aware of any infringement of the Licensor's Intellectual Property Rights in the Software and fully cooperate with Licensor, at Licensor's sole expense, in any legal action taken by Licensor to enforce its Intellectual Property Rights.
9. Payment. All License Fees and Support Fees are payable in advance in the manner set forth in the Order Form and are non-refundable. Any renewal of the license or maintenance and support services hereunder shall not be effective until the fees for such renewal have been paid in full.
10. Term and Termination.

- a. This Agreement and the license granted hereunder shall remain in effect for the term set forth on the Order Form or until terminated as set forth herein (the "Term").
- b. Licensee may terminate this Agreement by uninstalling, ceasing to use, and destroying all copies of the Software and Documentation.
- c. Licensor may terminate this Agreement, effective upon written notice to Licensee, if Licensee, breaches this Agreement and such breach:
 - i. is incapable of cure; or
 - ii. being capable of cure, remains uncured thirty (30) calendar days after Licensor provides written notice thereof.
- d. Licensor may terminate this Agreement, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.
- e. Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and Licensee shall uninstall, cease using and destroy all copies of the Software and Documentation. No expiration or termination shall affect Licensee's obligation to pay all Licensee Fees and Support Fees that may have become due before such expiration or termination, or entitle Licensee to any refund, in each case except as set forth in Section 11.1(c)(ii).

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

- a. Licensor warrants that, for a period of thirty (30) calendar days following the purchase/license date:
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 - ii. the Software will substantially contain the functionality described in the Documentation, and when properly installed on a SCATR Supported Device, and operated in accordance with, the Documentation, will substantially perform in accordance therewith.

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- b. The warranties set forth in Section 11(a)(i) and Section 11(a)(ii) will not apply and will become null and void if Licensee breaches any provision of this Agreement, or if Licensee, any Authorized User, or any other Person provided access to the Software by Licensee or any Authorized User, whether or not in violation of this Agreement:
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 - ii. modifies or damages the Software, or the media on which it is provided, including abnormal physical or electrical stress; or
 - iii. misuses the Software, including any use of the Software other than as specified in the Documentation or any use in violation of any restriction set forth in Section 4.
- c. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 11(a), THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, 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, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'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.

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

- a. IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY 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; OR BREACHES IN SYSTEM SECURITY; 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 THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - b. IN NO EVENT WILL LICENSOR'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE IN THE PRIOR TWELVE (12) PERIOD OF TIME OF THE TERM, THAT IS THE SUBJECT OF THE CLAIM.
 - c. THE LIMITATIONS SET FORTH IN SECTION 12(a) AND SECTION 12(b) SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
13. Export Regulation. The Software and Documentation are subject to U.S. export control laws, including the Export Administration Regulations (“EAR”), Export Control Reform Act and its associated regulations. The Licensee shall 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. The Licensee shall comply with all applicable U.S. 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

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14. U.S. Government Rights. The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Licensee is the U.S. Government or any contractor therefor, Licensee shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (i) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the U.S. Department of Defense and their contractors, or (ii) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

15. Support Policies.

- a. Technical Support. If Licensee has purchased and paid for Support according to the Order Form, then Licensee shall abide by the terms and conditions set forth in Schedule B.
- b. Reasonable Security Precautions and Acceptable Actions. Except as provided in Schedule B, notwithstanding anything contained in this Agreement to the contrary, Licensor shall have no liability for any damages incurred by you due to a breach of security except to the extent such damages were caused by our willful misconduct. You agree to (i) use reasonable security precautions in connection with your use of the Software, including but not limited to prudent password selection and updating, and (ii) you shall require your end users to use such reasonable security precautions as well. You shall not take any action or install any software which may preclude or impair our ability to access systems, administer support, perform needed actions to carry out support, or for Licensor to carry out any other action it may be obligated to perform under this Agreement.

- c. Your Data. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that Licensor shall have no liability for loss of any of your data (including without limitation, any costs to recreate lost data), except as expressly provided in Schedule B, or to the extent caused by our willful misconduct.

16. Confidentiality and Publicity

- a. The Licensor and Licensee each agree to keep confidential and not to disclose to any third party (other than to their employees, agents, subcontractors and legal and professional advisors, in each case strictly on a 'need-to-know' basis and under equivalent obligations of confidentiality) any information relating to the other's past, present and future research, development, business activities, products, services and technical knowledge, disclosed in connection with the licensing of the Software or provision of Support under this Agreement and which is identified by the disclosing Party as confidential information or which a reasonable person would deem to be confidential under the circumstances ("**Confidential Information**"). For the avoidance of doubt, the Software is Licensor's Confidential Information.
- b. The Licensor and Licensee each agree:
 - i. not to make use of any Confidential Information of the other Party for any purpose other than: in accordance with this agreement; or as required by relevant Laws; and
 - ii. not to copy or reproduce any Confidential Information without the disclosing Party's prior written consent except as reasonably needed to perform its obligations under this Agreement. The receiving Party agrees to protect the Confidential Information of the disclosing Party in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care.
- c. The obligations of confidentiality and non-use set out in this Section 16 shall not apply to any Confidential Information where the receiving part can demonstrate that the Confidential Information concerned:
 - i. is or becomes publicly known through no breach of this Section 16;
 - ii. is lawfully received from an independent third party which was not, to be the receiving Party's knowledge, under an obligation not to disclose such information;

- iii. is already known to the receiving Party with no obligation of confidentiality at the date it was disclosed by or obtained from the disclosing Party;
 - iv. is disclosed without restriction by the disclosing Party to any third party; or
 - v. is independently developed by or for it without use of the Confidential Information.
- d. Subject to Section 16(e), neither Party may issue any advertising, press releases, public announcements or public disclosures relating to this Agreement which include the other Party's name, trade names, or trademarks or which otherwise identifies the other Party (including by inference or implication) without the other Party's prior written consent (such consent not unreasonably to be withheld).
- e. Either Party may indicate to third parties that Licensor is licensing software and providing support to Licensee. The Licensee shall, if requested by Licensor, act as a reference, by providing a written reference within a reasonable time and/or by making its personnel reasonably available to provide a telephone reference (in each case as requested).

17. Miscellaneous.

- a. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in the City of Cleveland or in Lake County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail or email to such Party's address or email, respectively, set forth in the Order Form shall be effective service of process for any suit, action, or other proceeding brought in any such court.
- b. Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, force majeure, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.

- c. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall 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 email (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 Form (or to such other address as may be designated by a Party from time to time in accordance with this Section 17(c)).
- d. This Agreement, together with the Order Form, and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and Licensor 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.
- e. Licensee shall 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, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 17(e) is void. Licensor may freely 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 Licensee'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 shall 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 shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- h. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- i. For purposes of this Agreement, (i) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to Sections, Annexes, Schedules, and Exhibits refer to the Sections of, and Annexes, Schedules, and Exhibits attached to, this Agreement; (ii) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall 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 Form referred to herein shall 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 do not affect the interpretation of this Agreement.

ANNEX 1

AUTHORIZED USER TERMS OF USE

These Software Terms of Use ("**Terms of Use**") govern your use of the SCATR software (the "**Software**"), including all user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the Software or its use or specifications (the "**Documentation**") provided to you ("**you**" or "**your**") for use pursuant to and subject to the Software License and Support Agreement (the "**Software License Agreement**") entered into between SCATR Corp, a Delaware company ("**Licensor**") and your employer or other person or entity who owns or otherwise lawfully controls the Supported Device on which the Software is installed ("**Licensee**").

BY USING THE SOFTWARE YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY LICENSEE TO ACCESS AND USE THE SOFTWARE; AND (ii) ACCEPT THESE AUTHORIZED USER TERMS OF USE AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM, INCLUDING ALL OF THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE AGREEMENT, WHICH ARE HEREBY INCORPORATED BY REFERENCE. YOU AGREE THAT IT IS YOUR OBLIGATION TO OBTAIN AND READ A FULL COPY OF THE SOFTWARE LICENSE AGREEMENT PRIOR TO USING THE SOFTWARE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, INCLUDING THOSE WHICH ARE SET FORTH IN THE SOFTWARE LICENSE AGREEMENT, YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE SOFTWARE.

SCHEDULE A – THIRD PARTY HARDWARE / SOFTWARE

There are specific terms and conditions that may be applicable to hardware and other software which you shall be bound by in connection with your use of such hardware and other software, including but not limited to:

Go to www.scatr.it for a list of any such third party specific terms and conditions that may be applicable.

SCHEDULE B - MAINTENANCE AND SUPPORT

These Support terms and conditions ("STC") apply to our Software as licensed within this Agreement, and to no other products or services provided by Licensor.

To the extent requested and paid for by Licensee in the Order Form, Licensor will provide maintenance and support services for the Software licensed under this Agreement. The term for a maintenance and support period shall be the same as the Term of the Software license. The fees the term of such support and any renewal period thereafter shall be paid by Licensee to Licensor in an amount set forth in, and in accordance with, the Order Form.

1. For any period where Licensee has paid the maintenance and support fee, for any licensed Software, Licensor shall provide:
 - a. Basic telephone support. At no additional cost, Licensor shall offer telephone support regarding error, correction, procedural questions, or covering backup instructions, general questions where any specific problem exists in connection with the Software, and consultation services related to the use and operation of the Software. Such basic help desk support will be made available during Licensor's current business hours (8am-5pm EST), excluding outside normal business hours, legal/federal holidays, and weekends.
 - b. On Site Support. At Licensee's additional cost, Licensor shall (i) provide to Licensee any error, corrections, modifications and any new release in the Software which are developed or published by Licensor or made generally available to the other Licensees of the Software under the maintenance and support; (ii) use reasonable efforts, including the reasonable provision of personnel at the Licensee's location to diagnose, resolve, reconfigure, correct or by-pass any material error, malfunction or defect directly attributable to Licensor, if any, in the then current version of the Software. On-site support will be made available during Licensor's current business hours (8am-5pm EST), excluding outside normal business hours, legal/Federal holidays and weekends, and Licensor will use commercially reasonable efforts to supply appropriate personnel to Licensee within a commercially reasonable time. For any and all On-Site Support, Licensee shall pay Licensor's then current hourly rates for such services (currently \$300.00/hr.) and any and all reasonable costs and expenses incurred by Licensor.
 - c. Licensor reserves the right to permit to become obsolete and not support software other than the current most recently released version of the Software. Licensor shall have no support or maintenance obligations for any such obsolete software, releases, platforms, or products.
 - d. Licensor assumes no responsibility for the correctness of, performance of, or resulting incompatibilities with, current or future releases of the Software if Licensee has made changes to the system hardware/software configuration or

other changes which affect the performance of the Software are made without Licensor's prior written approval.

- e. Maintenance and support services do not include any of the following services:
 - i. Custom or other programming services for Licensee;
 - ii. Any maintenance or support of any software other than Software;
 - iii. Training;
 - iv. Hardware support, maintenance, updates, related supply, analysis or consultation;
 - v. Custom integration service; outside of initial install support when acquiring license.