END USER LICENSE AGREEMENT AND SOFTWARE AS A SERVICE AGREEMENT

This End User License Agreement ("**EULA**") and Software as a Service Agreement **("SaaS")** (together, herein referred to as this **"Agreement")** is a binding agreement that governs your use of the CYBERSPAN® software (the "**Software**") and hardware (the "**Hardware**") including all user manuals, technical manuals, and any other materials provided by IntelliGenesis LLC ("**Licensor**") in printed, electronic, or other form, that describe the CYBERSPAN® Software and Hardware or its use or specifications (the "**Documentation**") provided to you ("**you**" or "**your**") by and between Licensor and your employer or other person or entity who owns or otherwise lawfully controls the computer on which the CYBERSPAN® Software and Hardware is installed ("**Licensee**").

LICENSOR PROVIDES THE CYBERSPAN® SOFTWARE AND HARDWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE "ACCEPT" BUTTON, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT THAT (I) YOU ARE DULY AUTHORIZED BY LICENSEE TO ACCESS AND USE THE CYBERSPAN® SOFTWARE AND HARDWARE; AND (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK THE "ACCEPT" BUTTON AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE CYBERSPAN® SOFTWARE AND HARDWARE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY CYBERSPAN® SOFTWARE AND HARDWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR'S CYBERSPAN® SOFTWARE OR HARDWARE.

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

"**Agreement**" has the meaning set forth in the preamble.

"**Authorized Users**" means solely those individuals authorized to use the CYBERSPAN®   Software and Hardware pursuant to the license granted under this Agreement. Each Authorized User shall be subject to 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 CYBERSPAN® Software and Hardware.

"Hardware" is the tangible CYBERSPAN® product which Licensee is accepting and using, as expressly set forth in this Agreement.

"Analytics" are CYBERSPAN® analytic and Artificial Intelligence (AI) model software code that is proprietary to IntelliGenesis LLC.

"**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**" has the meaning set forth in the preamble.

"**Licensor**" has the meaning set forth in the preamble.

"Output" refers to the reports, alerts, logs and other data generated by CYBERSPAN® processing ingested data. This output is available through several means including application programmable interface (API.)

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

"**Software"** means the CYBERSPAN® software programs which Licensee is accepting and using set forth in this Agreement.

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

"**Third Party**" means any Person other than Licensee or Licensor.

"**Update**" has the meaning set forth in Section 7.

"You" means an Authorized User employed by Licensee.

2.   License Grant and Scope. Subject to and conditioned upon Licensee's strict compliance with all terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use, by and through its Authorized Users, the CYBERSPAN® Software and Hardware solely in accordance with the Documentation and as set forth in this Section 2. This license grants Licensee the right, exercisable solely by and through Licensee's Authorized Users, to:

(a)   Accept and use the CYBERSPAN® Software and Hardware in accordance with the Documentation that exists on the CYBERSPAN® system provided by Licensor.

(b)   Use and run the CYBERSPAN® Software and Hardware as properly installed in accordance with this Agreement and the Documentation. Such use is permitted only on the equipment and/or network on which the CYBERSPAN® Software is installed, at the physical and/or virtual location thereof and not via any remote access or other network or system.

3.   Third-Party Materials. The CYBERSPAN® Software and Hardware may include software, content, data, or other materials, including related documentation, that are owned by Persons other than Licensor and that are provided to Licensee on license terms that are in

addition to and/or different from those contained in this Agreement ("**Third-Party Licenses**"). A list of all materials, if any, included in the CYBERSPAN® Software and Hardware and provided under Third-Party Licenses can be found at https://docs.cyberspan.us/terms/third-party-licenses and the applicable Third-Party Licenses are accessible via links therefrom. Licensee is bound by and shall comply with all Third-Party Licenses. Any breach by Licensee or any of its Authorized Users of any Third-Party License is also a breach of this Agreement.

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 CYBERSPAN® Software, Hardware or Documentation beyond the scope of the license granted under Section 2;

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

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

(d)   combine the CYBERSPAN® Software or any part thereof with, or incorporate the CYBERSPAN® Software or any part thereof in, any other programs; provided however, Licensee may incorporate Outputs into their software or systems. Licensor shall not incorporate Analytics into their programs or systems.

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

(f)   remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the CYBERSPAN® Software, Hardware and/or Documentation, including any copy thereof;

(g)   copy the CYBERSPAN® Software, Hardware or Documentation, in whole or in part;

(h)   Use Licensor's name, logo or graphics file in any way to promote products developed with the CYBERSPAN® Software and/or Hardware;

(i)   rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available, or otherwise provide any access to or use the CYBERSPAN® Software and/or Hardware, or any features or functionality of the CYBERSPAN® 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;

(k)	use the CYBERSPAN® Software, Hardware or Documentation in violation of any law, regulation, or rule; or

(l)	use the CYBERSPAN® Software, Hardware 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.

5.	Responsibility for Use of CYBERSPAN® Software and Hardware. Licensee is responsible and liable for all uses of the CYBERSPAN® Software, Hardware and Documentation through access thereto provided by Licensee, 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 CYBERSPAN® Software, Hardware 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 CYBERSPAN® Software, Hardware and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

6.	Compliance Measures.

(a)	The CYBERSPAN® Software and Hardware may contain technological copy protection or other security features designed to prevent unauthorized use of the CYBERSPAN® Software and/or Hardware, including features to protect against any use of the CYBERSPAN® Software or Hardware that is prohibited under Section 4. 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)	If any of the measures taken or implemented under this Section 6 determines that the Licensee's use of the CYBERSPAN® Software or Hardware exceeds or exceeded the use permitted by this Agreement then Licensor shall also have the right to terminate this Agreement and the license granted hereunder, effective immediately upon written notice to Licensee.

Licensor's remedies set forth in this Section 6 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.	Maintenance and Support.

(a)	Subject to Section 7(c), the license granted hereunder entitles Licensee to the basic software maintenance and support services provided on the terms and conditions set forth below:

(i)	for one (1) year as specified; and/or

(ii)	thereafter, if the period of performance is extended and additional support services are provided in a subsequent and fully executed Agreement.

(b)	Maintenance and support services will include provision of such updates, upgrades, bug fixes, patches, and other error corrections (collectively, "**Updates**") as Licensor makes generally available free of charge to all licensees of the CYBERSPAN® Software and Hardware then entitled to maintenance and support services. Licensor may

develop and provide Updates in its sole discretion, and Licensee agrees that Licensor has no obligation to develop any Updates at all or for particular issues. Licensee further agrees that all Updates will be deemed CYBERSPAN® Software and/or Hardware updates, and related documentation will be deemed Documentation, all subject to all terms and conditions of this Agreement. Licensee acknowledges that Licensor may provide some or all Updates via download from a website designated by Licensor and that Licensee's receipt thereof will require an internet connection, which connection is Licensee's sole responsibility. Licensor has no obligation to provide Updates via any other media.

(c) Licensor reserves the right to condition the provision of maintenance and support services, including all or any Updates, on Licensee's registration of the copy of CYBERSPAN® Software and Hardware for which support is requested. Licensor has no obligation to provide maintenance and support services, including Updates:

(i) for any but the most current version or release of the CYBERSPAN® Software and Hardware;

(ii) for any copy of CYBERSPAN® Software or Hardware for which all previously issued Updates have not been installed;

(iii) if Licensee is in breach under this Agreement; or

(iv) for any CYBERSPAN® Software or Hardware that has been modified other than by or with the authorization of Licensor, or that is being used with any hardware, software, configuration, or operating system not specified in the Documentation or expressly authorized by Licensor in writing.

(d) Licensor may add, change, remove, or suspend the CYBERSPAN® Software and/or Hardware at any time in Licensor's discretion. Licensor will use reasonable efforts to provide Licensee with thirty (30) days' prior notice (sent to Licensee's email address on file with Licensor) prior to any removal or suspension of the CYBERSPAN® Software and/or Hardware, provided that Licensor may suspend the CYBERSPAN® Software and/or Hardware immediately without prior notice if CYBERSPAN® Software and/or Hardware poses a significant risk to the security, performance, or stability of Licensor's networks (as determined by Licensor in its sole discretion). Licensor will notify Licensee via email if the CYBERSPAN® Software and/or Hardware is permanently removed.

8. 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 CYBERSPAN® Software and Hardware and about equipment on which the CYBERSPAN® Software is installed or through which it otherwise is accessed and used, through:

(i) the provision of maintenance and support services; and

(ii) security measures included in the CYBERSPAN® Software as described in Section 6.

(b) Licensee agrees that the Licensor may use such information for any purpose related to any use of the CYBERSPAN® Software and/or Hardware by Licensee or on Licensee's equipment, including but not limited to:

(i)   improving the performance of the CYBERSPAN® Software and/or Hardware or developing Updates; and

(ii)   verifying Licensee's compliance with the terms of this Agreement and enforcing the Licensor's rights, including all Intellectual Property Rights in and to the Software and Hardware.

(c) Data Protection and Privacy. IntelliGenesis LLC's "Privacy Policy" governs the processing of user data and is available at https://intelligenesisllc.com/privacy-policy/ and is hereby incorporated into this Agreement.

(d) Rights in Licensee's Data. Subject to the terms of this Agreement, Licensee hereby grants to Licensor and its Authorized Licensor Affiliates a non-exclusive, worldwide, royalty-free right to process, analyze, test, and download samples of the Licensee's data for technical support and testing of features, only to the extent necessary to improve CYBERSPAN® performance, or as may be required by law.

9.   Intellectual Property Rights. Licensee acknowledges and agrees that the CYBERSPAN® Software, Hardware and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the CYBERSPAN® Software, Hardware 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 and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the CYBERSPAN® Software, Hardware and all Intellectual Property Rights arising out of or relating to the CYBERSPAN® Software and Hardware, except as expressly granted to the Licensee in this Agreement. Licensee shall safeguard all CYBERSPAN® Software (including all copies thereof) and Hardware 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 CYBERSPAN® Software and Hardware and fully cooperate with Licensor in any legal action taken by Licensor to enforce its Intellectual Property Rights.

10.   Term and Termination.

(a)   This Agreement and the license granted hereunder shall remain in effect for one (1) year from date of purchase order or until earlier terminated as set forth herein (the "**Term**").

(b)   Licensee may terminate this Agreement by ceasing to use and by returning all copies of the CYBERSPAN® Software, Hardware 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 within five (5) days after Licensor provides written notice thereof.

(e) Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and Licensee shall cease use and return all copies of the CYBERSPAN® Software, Hardware and Documentation.

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

(a) Solely with respect to CYBERSPAN® Software and Hardware for which Licensor receives, Licensor warrants that, for a period of ninety (90) days from date of delivery:

(i) any Hardware on which the CYBERSPAN® Software is provided will be free of material damage and defects in materials and workmanship under normal use; and

(ii) the CYBERSPAN® Software will substantially contain the functionality described in the Documentation, and when properly installed on a computer meeting the specifications set forth in, and operated in accordance with, the Documentation, will substantially perform in accordance therewith.

THE FOREGOING WARRANTIES DO NOT APPLY, AND LICENSOR STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY MATERIALS.

(b) The warranties set forth in Section 11(a)(i) through 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 CYBERSPAN® Software and/or Hardware by Licensee or any Authorized User, whether or not in violation of this Agreement:

(i) installs or uses the CYBERSPAN® Software and/or Hardware on or in connection with any hardware or software not specified in the Documentation or expressly authorized by Licensor in writing;

(ii) modifies or damages the CYBERSPAN® Software, or the Hardware on which it is provided, including abnormal physical or electrical stress; or

(iii) misuses the CYBERSPAN® Software and/or Hardware, including any use of the Software and/or Hardware other than as specified in the Documentation or expressly authorized by Licensor in writing.

(c) If, during the period specified in Section 11(a), any CYBERSPAN® Software or Hardware covered by the warranty set forth in such Section fails to perform substantially in accordance with the Documentation, and such failure is not excluded from warranty pursuant to the Section 11(b), Licensor will, subject to Licensee's promptly notifying Licensor in writing of such failure, at its sole option, either:

(i) repair or replace the CYBERSPAN® Software and/or Hardware, provided that Licensee provides Licensor with all information Licensor requests to resolve the reported failure, including sufficient information to enable the Licensor to recreate such failure; or

(ii)   if Licensor determines that a repair or replacement is not an option, Licensor will request the return of the CYBERSPAN® Software and Hardware at Licensor's expense.

If Licensor repairs or replaces the CYBERSPAN® Software and/or Hardware, the warranty will continue to run from the initial date specified on the purchase order, and not from Licensee's receipt of the repair or replacement. The remedies set forth in this Section 11(c) are Licensee's sole remedies and Licensor's sole liability under this Agreement.

(d)   EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 11(a), THE CYBERSPAN® SOFTWARE, HARDWARE 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 CYBERSPAN® SOFTWARE, HARDWARE 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 CYBERSPAN® 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 CYBERSPAN® 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 MARKET VALUE OF THE CYBERSPAN® HARDWARE AND SOFTWARE PROVIDED TO THE LICENSOR PURSUANT TO THIS AGREEMENT OR UP TO TWELVE (12) MONTHS OF THE SPECIFIC SERVICES, THAT IS OR ARE 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 CYBERSPAN® Software, Hardware and Documentation may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. The Licensee shall not, directly or indirectly, export, re-export, or release the CYBERSPAN® Software or Documentation to, or make the CYBERSPAN® Software, Hardware 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 federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the CYBERSPAN® Software or Documentation available outside the US.

14.   US Government Rights. *This provision is only applicable if the Licensee is using CYBERSPAN® in connection with a contract with the US Government.* The CYBERSPAN® Software and Documentation include materials that are commercial technical data and/or commercial computer software, as applicable, which were developed exclusively at private expense by Licensor. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer databases and/or computer software are subject to the limited rights restrictions of DFARS SUBPART 252.227-7202-3 (December 2011) Rights in Computer Software and Computer Software Documentation and/or subject to the restrictions of DFARS 252.227-7019 (Sep 2011) Validation of Asserted Restrictions – Computer Software, as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) Rights in Data-General, FAR 52-227-20(c)(2-3) (December 2007) Rights in Data-SBIR Program and/or subject to the restricted rights provisions of FAR 52.227-15 (December 2007) Representation of Limited Rights Data and Restricted Computer Software and FAR 52.227-19 (Dec 2007) Commercial Computer Software-Restricted Rights, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurement.

15.   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 Maryland 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 Maryland in each case sitting in the State of Maryland, and Licensee 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 to Licensee's address set forth herein 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, declared or undeclared national emergency, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, 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 facsimile or 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 fifth (5th) 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 info@cyberspan.us or to such other address as may be designated by a party from time to time in accordance with this Section 14(c)).

(d)　This Agreement, together with all annexes, schedules, and exhibits attached hereto, 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. 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 15(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. Any such term or provision shall be enforceable to the maximum extent permitted by law.

(i)   For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Annexes, Schedules, and Exhibits refer to the Sections of, and Annexes, Schedules, and Exhibits attached to, this Agreement; (y) 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 (z) 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 and all Annexes, Schedules, and Exhibits 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.