



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

1. **Scope.** This DLT Rider to ObserveIT Inc. (“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.





- 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.



## End-User License Agreement

This End-User License Agreement (“**EULA**”) is a legally binding agreement between OBSERVEIT INC. and its Affiliates (collectively, hereinafter “**OBSERVEIT**”), and you (a single natural or legal person, hereinafter referred to by the term “**You**” or “**End User**”). This EULA shall govern any Software listed on an Order accepted by OBSERVEIT. Capitalized terms are defined in Section 1 below.

PLEASE READ THIS EULA CAREFULLY BEFORE USING THE SOFTWARE. BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE, IN ANY FORM OR MEDIA, END USER CONFIRMS THAT END USER HAS READ AND UNDERSTANDS THIS EULA AND THAT END USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS EULA. IF END USER DOES NOT AGREE OR DOES NOT WISH TO BECOME A PARTY TO THIS EULA, END USER SHOULD NOT DOWNLOAD, INSTALL, ACCESS OR USE THE SOFTWARE. YOU CAN CONFIRM THAT YOU UNDERSTAND THE TERMS AND CONDITIONS OF THIS EULA AND AGREE TO BE BOUND BY THIS EULA BY CLICKING THE “ACCEPT” BUTTON PRESENTED WITH THIS EULA PRIOR TO INSTALLATION OF THE SOFTWARE.

IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF (AND FOR USE ON BEHALF OF) A COMPANY, GOVERNMENTAL ENTITY OR OTHER ENTITY (AN “**ENTITY**”), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS EULA. THE TERM “YOU” OR “END USER” REFERENCED HEREIN REFERS TO: (1) THE ENTITY, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES OR (2) YOU, AS AN INDIVIDUAL, IN THE CASE OF A NON-LEGAL ENTITY.

THE “**EFFECTIVE DATE**” FOR THIS EULA IS THE EARLIER OF THE FIRST DATE OF ANY APPLICABLE ORDER OR THE FIRST DAY YOU INSTALL, USE OR OTHERWISE ACCESS THE SOFTWARE. Any terms or conditions appearing on the face or reverse side of any purchase order, purchase order acknowledgment or other order document that are different from, or in addition to, this EULA will not be binding on OBSERVEIT, even if payment is accepted.

### 1. DEFINITIONS.

“**Affiliates**” means any corporation, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a party. For purposes of this definition “control” means the direct possession of a majority of the outstanding voting securities of an entity.

“**Applicable Laws**” mean the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.S. Travel Act, the U.S. Domestic Bribery Statute contained in 18 U.S.C. §201, the Money Laundering Control Act (1986), the Uniting and Strengthening America by Providing Appropriate Tools to Restrict,

Intercept, and Obstruct Terrorism Act of 2001 (the USA PATRIOT Act), the U.S. Export Administration Regulations (15 C.F.R. §§730 *et seq.*), U.S. sanctions contained in 31 C.F.R. Parts 500-599, the UK Bribery Act 2010, the UK Proceeds of Crime Act 2002, the anti-corruption provisions contained in the Israeli Penal Law 1977, as amended, and any other anti-corruption, anti-bribery, anti-kickback, anti-fraud, anti-money laundering, anti-terrorist financing, anti-narcotics, anti-boycott, export control, sanctions, embargo, import control, customs, tax, insider trading, insurance, banking, false claims, anti-racketeering, or other law, regulation, decree, government or executive order, or judicial or administrative decision or determination to the extent applicable. If End User is acquiring the

Software on behalf of any unit or agency of the U.S. Government, the following shall apply: Use, duplication, or disclosure of the Software is subject to the restrictions set forth in subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless being provided to the Department of Defense. If being provided to the Department of Defense, use, duplication, or disclosure of the Software is subject to the restricted rights set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable.

**“Documentation”** means the documentation for the Software generally supplied by OBSERVEIT to assist its customers in the use of the Software, including user and system administrator guides and manuals and other written materials.

**“Equipment”** means the hardware identified on the Order in conjunction with which the Software is to be used (e.g., Windows Server). Equipment is not provided by OBSERVEIT under this EULA, and must be purchased separately by End User.

**“FCPA”** means the U.S. Foreign Corrupt Practice Act of 1977, as amended.

**“Knowing”** means consistent with the FCPA that with respect to a conduct, circumstance, or result, a person (i) is aware that such person is engaging in such conduct, that such circumstance exists, or that such result is substantially certain to occur; (ii) has a firm belief that such circumstance exists or that such result is substantially certain to occur; (iii) is aware of a high probability of the existence of such circumstance, unless the person actually believes that such circumstance does not exist; or (iv) consciously disregarded, was willfully blind, or was deliberately ignorant of such conduct, circumstance, or result.

**“Maintenance Services”** means an annual maintenance subscription for standard maintenance and support services provided by OBSERVEIT as detailed in the SLA.

**“Order”** means a document, signed by End-User and specifying the Software and incidental related services which End-User wishes to obtain from OBSERVEIT and the related pricing and any other information relevant to such transaction.

**“Personnel”** mean individuals who are authorized by End User to use the Software. Personnel consist of any employee of End User and any independent contractor of End User.

**“SLA”** means OBSERVEIT’S Service Level Agreement in the form attached hereto as **Exhibit A**.

**“SOW”** means OBSERVEIT’S Statement of Work document, if any, in the form attached hereto as **Exhibit B**.

**“Politically Exposed Person”** means (i) an official, director, officer, employee, agent or representative of any government, military, state-owned or affiliated entity or organization (including, but not limited to, a sovereign wealth fund), or any department, agency, corporate entity, instrumentality, or political subdivision of any government or military; (ii) any person or commercial entity acting in an official capacity for or on behalf of any government, military, or state-affiliated entity; (iii) any candidate for political office, any political party, or any official, employee, or agent of a political party; (iv) any officer, employee, agent or representative of any public international organization such as the United Nations or the World Bank; or (v) any relative of the foregoing persons.

**“Relevant Persons”** mean a Party’s direct or indirect owners, directors, officers, employees, representatives, brokers, consultants, agents, subresellers, subdistributors, suppliers, or other business partners (if any).

**“Software”** means the proprietary software programs licensed or distributed by OBSERVEIT and identified on the Order. Software includes Software Releases and Documentation.

**“Software Release(s)”** means any new version or upgrade of Software that is made generally available by OBSERVEIT as part of Maintenance Services. Software Releases do not include separate modules.

**“Trademarks”** means all names, marks, logos, designs, trade dress and other brand designations used by OBSERVEIT or its Software Suppliers in connection with the Software.

## 2. ORDERING AND PAYMENT.

**a) Orders.** All Orders shall reference this EULA and are subject to acceptance by OBSERVEIT. All Software will be delivered electronically. End-User shall pay OBSERVEIT the price stated on the applicable Order. Unless otherwise expressly set forth on the applicable Order, payment shall be due within 30 days after receipt of OBSERVEIT’S invoice and shall be made in US Dollars. End User agrees to pay a late fee of 1.5% per month (or partial month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts not paid when due. End User shall pay all pre-approved reasonable travel and out-of-pocket expenses incurred by OBSERVEIT in connection with the provision of any services provided hereunder. End User agrees that licenses purchased hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by OBSERVEIT regarding future functionality or features.

**b) Annual Fees.** In the case of a perpetual license sale (a **“Perpetual License Fee”**), subject to payment of an annual

maintenance service fee (the **“Maintenance Service Fee”**), the End User shall receive Maintenance Services and shall be entitled to Software Releases as part of such Maintenance Services, in support of the End-User’s use of the relevant Software under this EULA. Maintenance Service renewal fees will be based on the list price of the Software at the time of the original purchase, plus an annual 5% increase, unless contracted otherwise in advance. In the case of a term license or subscription sale, subject to payment of the annual recurring subscription fee (the **“Subscription Fee”**), the End User shall be entitled to Software Releases as part of such Subscription Fee, in support of the End-User’s use of the relevant Software under this EULA. Subscription Fee renewals will be based on the list price of the Software at the time of the original purchase, plus an annual 5% increase, unless contracted otherwise in advance. Subscription Fees shall renew automatically unless cancelled in writing by the End User prior to thirty (30) days from the annual contract renewal date. For the avoidance of doubt, all Perpetual License Fees, Maintenance Service Fees and Subscription Fees are non-refundable and non-cancelable, except pursuant to the terms of this EULA, or unless otherwise contracted.

**c) Taxes.** Fees are exclusive of taxes. End User shall be responsible for the payment of all sales, use and similar taxes arising from or relating to the Software provided hereunder, except for taxes related to the net income of OBSERVEIT and any taxes or obligations imposed upon OBSERVEIT under federal, state and local wage laws.

3. **DISCLAIMERS.** LICENSOR PROVIDES THE SOFTWARE AND MAINTENANCE SERVICES “AS IS” AND MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AND ALL OTHER

WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. OBSERVEIT SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE SHALL OPERATE UNINTERRUPTED OR ERROR FREE, OR THAT IT WILL MEET YOUR REQUIREMENTS. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

#### 4. LICENSE GRANT, RESTRICTIONS ON USE

a) **License.** Subject to the terms of this EULA, and for the consideration set out in the Order, OBSERVEIT grants End-User a limited, personal, non-transferable, non-sublicensable, non-exclusive right, solely during the license term set forth in the applicable Order, to use and install the object code version of the Software: (i) solely for End User's internal use; (ii) solely on or in connection with the Equipment specified in the Order, and (iii) up to the limits as permitted and measured by the scope of the applicable license set forth in the Order. End User shall not, without OBSERVEIT'S prior written consent, copy, provide, disclose or otherwise make available the Software in any form to anyone other than END USER'S Personnel, who shall use the Software only in accordance with this EULA. End-User shall be fully responsible towards OBSERVEIT for the compliance of End-User's Personnel herewith. End-User must notify OBSERVEIT and pay the applicable additional license fee(s) before exceeding

any permitted limits as set forth in the applicable Order.

b) **Restrictions.** End User shall not, and shall not permit others to: (i) modify, enhance, supplement, translate, decompile, bootleg, reverse engineer, disassemble, attempt to derive the source code, reduce to human readable form or otherwise extract the inner workings of the Software, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law), (ii) copy the look-and-feel or functionality of the Software; (iii) remove any proprietary notices, marks, labels, or logos from the Software; (iv) rent, lease, lend, sell, redistribute, sublicense or transfer all or some parts of the Software; (v) create derivative works of the Software or (vi) utilize any computer software or hardware which is designed to defeat any copy protection device, should the Software be equipped with such a protection device. Any attempt to do so is a violation of the rights of OBSERVEIT and its licensors. If you breach the restrictions set forth in this Section 4(b), this EULA and the license granted hereunder will automatically terminate and You may be subject to prosecution and damages.

#### 5. INTELLECTUAL PROPERTY.

a) Software is licensed and not sold. No title to, or ownership of, the Software or any intellectual property incorporated into or embedded in the Software is transferred to End-User. Title and full ownership rights to the Software, including any intellectual property rights, will remain the exclusive property of OBSERVEIT and/or its licensors. All rights not expressly granted to the End-User hereunder are reserved by OBSERVEIT and its Affiliates and licensors. End-User shall reproduce and include copyright and other proprietary notices on and in any copies, including but not limited

to partial, physical or electronic copies, of the Software.

b) The Software is confidential and proprietary to OBSERVEIT and its Affiliates, and End User shall hold the Software in strict confidence. End User acknowledges that the Software contains valuable proprietary information and trade secrets, and that unauthorized or improper use of the Software will result in irreparable harm to OBSERVEIT for which monetary damages would be inadequate and for which OBSERVEIT will be entitled to immediate injunctive relief.

c) End-User may not remove or alter any Trademarks. End-User agrees that any use of Trademarks by End-User will inure to the sole benefit of OBSERVEIT. End-User undertakes not to incorporate any Trademarks into End-Users' trademarks, service marks, company names, internet addresses, domain names, or any other similar designations without OBSERVEIT's prior written consent.

6. **AUDIT.** Upon request of OBSERVEIT, and no more than once per year, End-User shall, at OBSERVEIT'S option, promptly provide OBSERVEIT with a written statement certifying the extent of End-User's usage of Software identified by OBSERVEIT and/or allow OBSERVEIT to conduct a reasonable on site or remote audit of the applicable End-User facilities, products, and records to determine whether or not End-User's usage of such Software is in conformance with the terms of this EULA. End-User shall reasonably cooperate with and assist OBSERVEIT in any such audit, which shall be conducted during End-User's normal business hours and shall not unreasonably interfere with End-User's business activities. Should such review and compilation indicate usage in excess of that for which End-User is licensed, in addition and without prejudice to any other rights and/or actions

OBSERVEIT may have for breach of the license set forth herein, End-User shall promptly reconcile its account with OBSERVEIT and pay the OBSERVEIT invoice, if any, that results from such reconciliation.

7. **INDEMNITY.** OBSERVEIT shall defend End-User against third party claims that the Software developed by OBSERVEIT infringes a United States patent or copyright, and pay the resulting costs and damages awarded against End-User by a court of competent jurisdiction, provided that End-User (i) notifies OBSERVEIT promptly in writing of any such claim, (ii) grants OBSERVEIT sole control over the defense and settlement thereof, and (iii) fully cooperates in response to an OBSERVEIT request for assistance. Should any Software become, or in OBSERVEIT's opinion be likely to become, the subject of such a claim, OBSERVEIT shall, at its option and expense, (a) procure for End-User the right to make continued use of the infringing Software, (b) replace or modify the infringing Software so that it becomes non-infringing, or (c) request return and upon receipt thereof refund the price paid by End-User for the infringing Software, less straight-line depreciation based on a three (3) year useful life. OBSERVEIT shall have no liability if the alleged infringement is based on (1) combination with non-OBSERVEIT software, equipment or other materials, where infringement would not have occurred but for such use, (2) use of the Software in breach of this EULA, the applicable Order, or any applicable law, (3) use of any older version of the Software when use of a newer version of the Software would have avoided the infringement, (4) any modification not made by OBSERVEIT, (5) any modifications made by OBSERVEIT pursuant to End-User's specific instructions, or (6) any intellectual property right owned or licensed by End-

User, excluding the Software licensed under this EULA. THIS SECTION STATES END-USER'S SOLE AND EXCLUSIVE REMEDY AND OBSERVEIT'S ENTIRE LIABILITY FOR CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER ARISING UNDER STATUTORY OR COMMON LAW OR OTHERWISE.

8. **LIMITATION OF LIABILITY.** IN NO EVENT WILL OBSERVEIT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT OR INCIDENTAL DAMAGES; NOR FOR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS IN CONNECTION WITH OR ARISING OUT OF THE DELIVERY, INSTALLATION, PERFORMANCE, USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF IT IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF OBSERVEIT TO END USER FOR ANY AND ALL CLAIMS AND DAMAGES UNDER THIS EULA, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY END USER TO OBSERVEIT PURSUANT TO THIS EULA DURING THE SIX MONTH PERIOD PRIOR TO OCCURRENCE OF SUCH DAMAGES. The provisions of this EULA allocate risks between the Parties. The pricing set forth in each Order reflects this allocation of risk and the limitation of liability specified herein.

9. **TERMINATION.**

a) **Right to Terminate.** OBSERVEIT may terminate this EULA and the license granted hereunder by written notice, with no liability to End-User, if End-User fails to comply with the terms and conditions of this EULA and fails to cure such breach within thirty (30) days of receipt of notice from OBSERVEIT. Termination of this EULA by OBSERVEIT will be a nonexclusive remedy for breach and will be without

prejudice to any other right or remedy of such party.

b) **Effect of Termination.** Immediately following termination of this EULA for any reason whatsoever, End-User shall return to OBSERVEIT the Software and all copies thereof in the form provided by OBSERVEIT or as modified, or, upon request by OBSERVEIT, destroy the Software and all copies, and certify in writing that they have been destroyed. Upon termination for any reason hereof, the License granted herein shall expire, and End-User shall de-register the License as per OBSERVEIT's instruction and to OBSERVEIT's satisfaction. Termination under this paragraph shall not relieve End-User of its obligations regarding confidentiality or payment. Sections 3, 4(b), 5, 8, 9(b) and 10 will survive termination of this EULA, however arising.

10. **LEGAL COMPLIANCE.** End-User represents, warrants, and covenants to OBSERVEIT the following with respect to this EULA:

a) **Applicable Laws.** End User has complied with and will continue to comply with, and will not cause OBSERVEIT or its Affiliates to be in violation of Applicable Laws.

b) **Anti-Corruption Compliance.** End User has not and shall not, with a corrupt, illegal, or improper intention, directly or indirectly offer, promise, authorize, pay, give, solicit or accept any money, favor, gift, gift card, hospitality, entertainment, travel benefit, job/internship, scholarship, loan, property, sponsorship, donation, salary, commission, fee, discount, financial or other advantage, bribe, kickback, or anything else of value to or from a Politically Exposed Person or any other individual or entity, whether in the public or private sector, (i) for purposes of obtaining, retaining, or directing business, contracts, purchase orders, change orders,



licenses, permits, approvals, tax assessments, inspection results, decisions, or any other improper benefit, (ii) to induce the improper performance of a relevant function or activity, (iii) as a reward for the improper performance of a relevant function or activity, (iv) with the knowledge or belief that the acceptance of the financial or other advantage or thing of value would itself constitute an improper performance of a relevant function or activity, or (v) while Knowing that all or a portion of that money or thing of value has been or will be offered, promised, paid, or provided to any Politically Exposed Person for an improper purpose.

- c) **Sanctions.** End User has confirmed that none of End User or its Relevant Persons (i) is a national or resident of Iran, Cuba, North Korea, Syria, or the Crimean Region of Ukraine; (ii) appears on the List of Specially Designated Nationals & Blocked Persons, the Sectoral Sanctions Identifications (SSI) List, or Foreign Sanctions Evaders List maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or any other applicable list of sanctioned, embargoed, blocked, criminal, or debarred persons maintained by any U.S. or non-U.S. government, the European Union, Interpol, the United Nations, the World Bank, or any other public international organization; or (iii) is otherwise the subject of any sanctions, suspensions, embargoes or debarment by the U.S. government or any other government or public international organization.
- d) **Anti-Money Laundering Compliance.** End User understands and acknowledges that OBSERVEIT is committed to complying with laws prohibiting money laundering and/or terrorist financing in relation to OBSERVEIT's business. End User has not and shall not (i) conceal or disguise the existence, illegal origins, and/or illegal application of criminally derived income so

that such income appears to have legitimate origins or constitute legitimate assets; (ii) use or deal with, or pay OBSERVEIT from, funds or proceeds derived from illegal activities such as corruption, fraud, embezzlement, drug trafficking, arms smuggling, prostitution, organized crime, or terrorism; or (iii) invest in, lend money to, or otherwise finance terrorist, narcotics, or other criminal organizations or activities.

- e) **Due Diligence.** All of the due diligence materials and information that End User has provided to OBSERVEIT regarding End User and its Relevant Persons, including, but not limited to, all certifications and responses to due diligence questionnaires, are accurate and complete (collectively, "**Due Diligence Information**"). End User will notify OBSERVEIT immediately if End User becomes aware of any information that would result in a material change to Due Diligence Information already submitted to OBSERVEIT.
- f) **Information Requests.** End User shall respond to OBSERVEIT's requests for information, to the extent reasonable and related to OBSERVEIT's efforts to ensure compliance with Applicable Laws.
- g) **Notification.** End User shall immediately notify OBSERVEIT if End User has any information or suspicion that there may be a violation of Applicable Laws in connection with this EULA.
- h) **Cooperation.** End User shall reasonably cooperate with OBSERVEIT in regard to any matter, dispute or controversy related to this EULA and in which OBSERVEIT may become involved and of which End User may have knowledge. Such obligation shall continue after the expiration or termination of this EULA.
- i) **Certification.** During the term of this Agreement, End User shall, upon

OBSERVEIT's reasonable request, certify in writing from time to time its compliance with the representations, warranties, and covenants contained in this **Section 10 (Legal Compliance)**.

- j) **Relevant Person Compliance.** End User shall cause its Relevant Persons to comply with all of the representations, warranties, and covenants contained in this **Section 10 (Legal Compliance)** with respect to the business or operations of OBSERVEIT. End User understands and acknowledges that it shall be responsible for any violation of those terms by its Relevant Persons.
- k) **Indemnity.** End User shall indemnify and hold harmless OBSERVEIT for any damages, fines, penalties, disgorgement amounts, and expenses (including reasonable attorneys' fees) incurred by OBSERVEIT in relation to any claim, suit, audit, investigation, settlement, enforcement action, prosecution, subpoena, or other legal proceeding associated with a violation of the foregoing representations, warranties, and covenants by End User or any of its Relevant Persons. This indemnity obligation will survive the termination or expiration of this EULA.
- l) **Material Breach.** End User understands and acknowledges that any violation of the foregoing representations, warranties, and covenants by End User or any of its Relevant Persons shall constitute a material breach of this EULA and shall entitle OBSERVEIT to (i) suspend or terminate this EULA in its sole discretion and without any consequences to OBSERVEIT and (ii) seek all legal and equitable remedies.

#### 11. MISCELLANEOUS.

- a) **Assignment.** This EULA will bind and inure to the benefit of each party's successors and assigns. End User may not assign this EULA or any right or delegate any

performance hereunder without OBSERVEIT's prior written consent. It is hereby agreed that OBSERVEIT may perform its obligations under this EULA by itself or through third parties authorized by OBSERVEIT for this purpose, providing such third parties comply with the terms of this EULA.

- b) **Headings.** The headings to the sections of this EULA are for ease of reference only and shall not affect the interpretation or construction of this EULA.
- c) **Relationship of the Parties.** OBSERVEIT and End User are independent contractors, and nothing in this EULA shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other party's name or on its behalf.
- d) **Dispute Resolution:** The parties will use reasonable efforts to resolve any dispute arising of this EULA through a meeting of appropriate account managers from each party. If the parties are unable to resolve the dispute, either party may escalate the dispute to its executives. If an executive level meeting fails to resolve the dispute within thirty (30) days after escalation, either party may seek any available legal relief. This provision will not affect either party's right to seek injunctive or other provisional relief at any time, or OBSERVEIT'S ability to proceed with a claim involving its intellectual property.

- e) **Governing Law:** This EULA will be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts without giving effect to principles of conflict of law. Choice of law rules of any jurisdiction and the United

Nations Convention on Contracts for the International Sale of Goods will not apply. The sole venue for litigation will be the courts located in Boston, MA USA and each party hereto irrevocably consents to the jurisdiction of courts located in Boston, MA, USA.

**f) Waiver:** Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. No waiver shall be deemed a waiver of any prior or subsequent default hereunder.

**g) Severability:** This EULA shall control in case of an inconsistent or conflicting term set forth on the applicable Order. If any part of this EULA is held unenforceable, the validity of the remaining provisions shall not be affected.

**h) Publicity.** End User hereby grants OBSERVEIT a non-exclusive license to list End User's name and display End User's logo in the customer section of OBSERVEIT's website and to use End User's name and logo in OBSERVEIT's customer lists. Any other use by OBSERVEIT of End User's name, logo or trademark requires End User's prior written consent. OBSERVEIT may also publicly issue and distribute a press release relating to this EULA, with prior written consent from End User, such consent not to be unreasonably withheld or delayed. End User also agrees to act as a "reference account" with respect to OBSERVEIT's marketing and promotional initiatives from time to time.

**i) No Third Party Beneficiaries.** Nothing contained in this EULA is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a party to any such person.

**j) Complete Agreement.** This EULA, including the applicable Order approved by OBSERVEIT, is the complete agreement between the parties with respect to the subject matter hereof, which supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants and all other communications, oral or written, between the parties relating thereto. This EULA may not be modified or altered except by written instrument duly executed by both parties.

**k) Notices.** All notices required or permitted under this EULA shall be in writing and shall be deemed delivered when delivered in person, transmitted by facsimile, or deposited in the mail service, postage prepaid, registered or certified mail, return receipt requested, addressed to OBSERVEIT or to End User at their place of business as appears on the face of this EULA.

**l) Force Majeure.** Except for the obligation to make payments, neither party shall be liable for any act, omission, or failure to fulfill its obligations under this EULA if such act, omission or failure arises from any cause reasonably beyond its control. The party unable to fulfill its obligations shall immediately notify in writing of the reasons for its failure to fulfill its obligations and the effect of such failure.

**OBSERVEIT INC.:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***Accepted by:***

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_