

SECURECO END USER LICENSE AGREEMENT

This end user license agreement ("Agreement") is a contractual agreement between you ("you" or "your") and SecureCo, Inc. ("SecureCo"), and provides the terms under which SecureCo may license to you access to its CONNECT Software Defined Network software, multi-tenant SecureCo STRATUS mesh network, gateway server cluster and/or any other software offerings of SecureCo (unless otherwise specified by SecureCo), including without limitation and where relevant, backup and recovery, administrative functions, disaster recovery, storage efficiency and management software, operating systems, protocols, updates and upgrades ("Products"), whether supplied by SecureCo or any of its party distributors, resellers or partners.

1. **Acceptance.** By downloading, installing, copying, accessing or using the Products you agree that this Agreement will exclusively govern your use of the Products unless you have a separate applicable written agreement signed by SecureCo which governs SecureCo's license and your use of the Products.

2. **Term.** This Agreement will be continue in full force and effect until terminated by either party pursuant to Section 15.

3. **Restrictions on Use.** You shall not use the Products for any purposes beyond the scope of the licenses granted in this Agreement. Without limiting the foregoing, and unless expressly set forth herein, you shall not at any time, and shall not permit others to: (i) use the Products in any manner to develop, produce, market or support technology that competes with the Products or that provides any functionality, analysis, analytics, or outputs similar to the Products; (ii) copy, modify, create derivative works of, or otherwise alter the Products, in whole or in part, and any alterations made or suggested for the Products by you will be the exclusive property of SecureCo, together with all rights therein; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Products; (iv) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Products, including any copy thereof; (v) use any robot, spider, or other automatic device, process, or means to access the Products for any purpose, including monitoring or copying any of the material of the Products; (vi) use the Products in any manner that could disable, overburden, damage, or impair the Products or interfere with any other party's use of the Products; (vii) incorporate the Products into any other software or other material that is distributed or licensed under any reciprocal license or any contract or license that is substantially similar to any license identified or understood by one of skill in the art to be an "open source license" or otherwise rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Products, without express written permission from SecureCo; (viii) combine or integrate the Products with any materials, services, software, or other technology not authorized by SecureCo; or (ix) use the Products in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or that violates any applicable law.

4. **Title.** SecureCo retains all right, title, and interest to the Products. The Products will remain personal property of SecureCo and will not become part of any real property by annexation or otherwise. You will not offer, loan, encumber, sell, or otherwise transfer the Products to any third party.

5. **Intellectual Property Rights.** All rights to patents, copyrights, trademarks, trade secrets and other proprietary or intellectual property rights relating to, connected with or arising out of the Products or resulting from any Product testing under this

Agreement, including any derivative works of the Products (whether or not created by you), are and will remain vested in SecureCo, and you agree to assign and hereby do assign all such rights to SecureCo. You will not use SecureCo's patents, copyrights, trademarks, trade secrets or other intellectual property in any way except as permitted in this Agreement.

6. **Grant of Licenses.** SecureCo grants you a limited, revocable, non-transferable, non-exclusive, non-sublicensable license during the Term to install and use the Products in object code form for your personal, non-commercial use, strictly in accordance with the instructions and documentation for the Products provided by SecureCo, if any.

7. **Confidentiality of Information and Collection of Information.** SecureCo regards information pertaining to the Products to be proprietary and confidential. You will protect the confidentiality of such information unless and until such information becomes public by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of such information as you use to protect its own confidential information of a like nature. You will maintain in confidence this Agreement and any reports and results obtained pursuant to this Agreement. You acknowledge that when you download, install, or use the Products, SecureCo may use automatic means (including, for example, cookies and web beacons) to collect information about your device and about your use of the Products. All information we collect through or in connection with the Products is subject to our Privacy Policy located at <https://www.secureco.com/privacy-policy/>, which may be updated from time to time. By downloading, installing, using, and providing information to or through the Products, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

8. **Updates.** SecureCo may from time to time in its sole discretion develop and provide Product updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that SecureCo has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Products. You shall promptly download and install all Updates if required by SecureCo.

9. **Third-Party Materials.** The Products may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services ("Third-Party Materials"). You acknowledge and agree that SecureCo is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. SecureCo does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials.

10. **Product Disablement.** Upon termination of this Agreement under Section 15, you will promptly disable and uninstall any Products and return to SecureCo any derivative works or copies of the Products.

11. **Disclaimer of Warranties.** YOU ACKNOWLEDGE THAT THE PRODUCTS ARE PROVIDED "AS IS" AND ASSUMES ALL RISKS FOR USE OF THE PRODUCTS DURING THE TERM. SECURECO MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS, AND SECURECO SPECIFICALLY DISCLAIMS THE IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Limitation of Liability. SECURECO WILL NOT BE RESPONSIBLE FOR ANY PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO YOU OR ANY THIRD PARTIES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF ANY USE OF THE PRODUCTS OR ANY PERFORMANCE UNDER THIS AGREEMENT. IN NO EVENT SHALL SECURECO'S MAXIMUM AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCTS.

13. Indemnity. You will defend, indemnify, and hold harmless SecureCo from all claims, losses, costs, damages, expenses (including attorneys' fees), and other liabilities arising out of your use or possession of the Products or breach of this Agreement, to the fullest extent permitted by law.

14. Assignment. You may not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of SecureCo.

15. Termination. If you fail at any time to comply with this Agreement, SecureCo may terminate this Agreement immediately. SecureCo may also terminate this Agreement pursuant to the terms of any other applicable license agreement governing the use or grant of use of the Products. Further, SecureCo may terminate this Agreement without cause on 15 days prior written notice. The rights and responsibilities of the parties pursuant to sections 3, 4, 5, 7, 9, 10, 11, 12, 13, 15, 17, 18 and 19 of this Agreement will survive the expiration or earlier termination of this Agreement.

16. Export Control Laws. The Products are subject to applicable export control laws and regulations of the United States and other countries and you agree to comply with them. You represent and warrant that you: (i) will not, directly or indirectly, export or re-export the Products to, or use the Products in, countries subject to U.S. embargoes or trade sanctions programs, unless authorized by U.S. export licenses or other government authorizations; (ii) are not a party, nor will you export or re-export to a party, identified on any government export exclusion lists, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists; and (iii) will not use the Products for any purposes prohibited by United States law, including but without limitation, the development, design, manufacture or production of nuclear, missile, chemical, biological weaponry or other weapons of mass destruction.

17. Governing Law. This Agreement is governed by and will be performed and enforced under the laws of the State of Delaware.

18. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

19. Waiver. No failure to exercise, and no delay in exercising, any right or any power granted to SecureCo hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power of SecureCo hereunder preclude further exercise of that or any other right hereunder.