



IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. IT IS VERY IMPORTANT THAT YOU CHECK THAT YOU ARE PURCHASING R9B HARDWARE\SOFTWARE OR EQUIPMENT FROM AN APPROVED SOURCE AND THAT YOU, OR THE ENTITY YOU REPRESENT (COLLECTIVELY, THE "CUSTOMER"), HAVE BEEN REGISTERED AS THE END USER FOR THE PURPOSES OF THIS END USER LICENSE AGREEMENT. IF YOU ARE NOT REGISTERED AS THE END USER YOU HAVE NO LICENSE TO USE THE HARDWARE\SOFTWARE AND THE LIMITED WARRANTY IN THIS END USER LICENSE AGREEMENT DOES NOT APPLY. ASSUMING YOU HAVE PURCHASED FROM AN APPROVED SOURCE, INSTALLING OR USING R9B OR R9B-SUPPLIED HARDWARE\SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

R9B OR ITS AFFILIATE LICENSING THE HARDWARE OR HARDWARE\SOFTWARE (COLLECTIVELY REFERRED TO AS "R9B") IS WILLING TO LICENSE THIS HARDWARE\SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU PURCHASED THE HARDWARE\SOFTWARE FROM AN APPROVED SOURCE AND THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT PLUS ANY ADDITIONAL LIMITATIONS ON THE LICENSE SET FORTH IN A SUPPLEMENTAL LICENSE AGREEMENT ACCOMPANYING THE PRODUCT, MADE AVAILABLE AT THE TIME OF YOUR ORDER. TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS END USER LICENSE AGREEMENT AND ANY SUPPLEMENTAL LICENSE AGREEMENT, THE SUPPLEMENTAL LICENSE AGREEMENT SHALL APPLY. BY INSTALLING, OR USING THE HARDWARE\SOFTWARE, YOU ARE REPRESENTING THAT YOU PURCHASED THE HARDWARE\SOFTWARE FROM AN APPROVED SOURCE AND BINDING YOURSELF TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN R9B IS UNWILLING TO LICENSE THE HARDWARE\SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE HARDWARE\SOFTWARE, AND (B) YOU MAY RETURN THE HARDWARE\SOFTWARE (INCLUDING ANY UNOPENED PACKAGES AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE HARDWARE\SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM AN APPROVED SOURCE AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED END USER PURCHASER. FOR THE PURPOSES OF THIS END USER LICENSE AGREEMENT, AN "APPROVED SOURCE" MEANS (A) R9B; OR (B) A DISTRIBUTOR OR SYSTEMS INTEGRATOR AUTHORIZED BY R9B TO DISTRIBUTE / SELL R9B EQUIPMENT, HARDWARE\SOFTWARE AND SERVICES WITHIN YOUR TERRITORY TO END USERS; OR (C) A RESELLER AUTHORIZED BY ANY SUCH DISTRIBUTOR OR SYSTEMS INTEGRATOR IN ACCORDANCE WITH THE TERMS OF THE DISTRIBUTOR'S AGREEMENT WITH R9B TO DISTRIBUTE / SELL THE R9B EQUIPMENT, HARDWARE\SOFTWARE AND SERVICES WITHIN YOUR TERRITORY TO END USERS.

1. DEFINITIONS:

1.1 "Agreement" means these end-user License Terms and Conditions, and if applicable, any relevant (i) Purchase Order delivered by Customer to R9B, (ii) quote delivered by R9B to Customer, (iii) any Supplemental License Agreement accompanying the product, made available at the time of your order, (iv) Standard Support Policy, and/or (v) statement of work or professional services agreement (and any statement of work attached thereto), in each case, between R9B and Customer.

1.2 "Confidential Information" means information of a confidential or proprietary nature disclosed by one part to the other party pursuant to this Agreement, which is marked as confidential, proprietary or some other manner to indicate its confidential nature. Confidential Information may also include oral information disclosed by one party to the other, and information disclosed visually, provided that such information is



designated as confidential at the time of disclosure or access and reduced to a written summary by the disclosing party within 30 days after its disclosure. Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, information which the receiving party knows or has reason to know is confidential or proprietary of the disclosing party, customer lists, and financial information.

1.3 “Customer” means you and any legal entity, as expressly named on a Purchase Order accepted by R9B, that obtained the Licensed Product(s) hereunder and on whose behalf such Licensed Product(s) are used, to include but not be limited to contractors and consultants. If no Purchase Order exists, the individual (and the entity for which such individual is an agent) that acknowledges and agrees to this Agreement upon installing a Licensed Product is the Customer for purposes hereunder.

1.4 “Defect” means a material error in program logic or Documentation attributable to R9B which prevents the performance of a principal computing function as set forth in R9B’s published specifications for the Licensed Product.

1.5 “Documentation” means the user or system manuals and other published material delivered with the Licensed Product to Customer, which include the specifications.

1.6 “Effective Date” means the date that Customer’s applicable Purchase Order for the purchase of any particular Licensed Product is accepted by R9B as evidenced by R9B’s counter-signature of such purchase order and/or Delivery of the purchased Licensed Product set forth on such Purchase Order. If no Purchase Order exists, the Effective Date shall be the date that Customer enters into this Agreement with R9B.

1.7 “Internal Network” means a private, proprietary computer network resource utilizing Supported Computers established and maintained by Customer and accessible only by Customer’s employees and authorized contractors, excluding any portions of the Internet or any other network community open to the public.

1.9 “Licensed Product” means R9B’s proprietary hardware architecture and remote active defense computer program(s), including the ORION platform as well as R9B’s credential risk assessment tool ORKOS, any other delivered software, any individual payloads in any format (object code form, source code, or otherwise), including any accompanying Documentation, manuals, Upgrades, Releases, hardware, embedded third party computer program(s), databases, enhancements, and instructions, and any copies thereof, purchased by, and delivered by R9B to Customer pursuant to this Agreement. Licensed Product shall also include the accompanying computer disks, hardware security device and, if applicable, any hardware computer, hard drive or server delivered to, Customer.

1.12 “Purchase Order” means any written purchase order submitted by Customer and accepted by R9B, such acceptance only to be evidenced by either R9B’s counter-signature of such purchase order and/or Delivery by R9B of the Licensed Products expressly purchased by Customer thereunder.

1.13 “Release” means a new version of the Licensed Product with new features and/or significant enhancements to the existing Licensed Product (e.g. a change to the numbers left of the period X.XX).

1.15 “Supported Computer(s)” means one or more computers owned or leased by Customer, and under Customer’s control, of a manufacturer, model and operating system for which R9B offers a current version of the Licensed Product. Subject to the restrictions set forth in this Agreement, the Customer may, at its sole discretion and expense, transfer or move the Licensed Product from one Customer proprietary network to another at any time.



1.16 “Upgrade” means a revision of the Licensed Product with minor changes and/or Defect corrections (e.g. a change in the numbers to the right of the period X.XX). Upgrades generally occur between each Release of the Licensed Product.

2. LICENSE GRANT:

2.1 General. Subject to the terms and conditions of this Agreement, R9B grants to Customer, and Customer accepts, a revocable, non-exclusive, non-sublicensable, non-transferable copyright license during the term of this Agreement, solely for Customer’s own business purposes on an Internal Network, to execute one instance of the Licensed Product only on Supported Computer(s) within an Internal Network. The Licensed Product may not be used (i) on a service bureau or time-sharing basis; (ii) on more than one Internal Network unless expressly agreed in writing with R9B, (iii) for consulting or managed security services provided to third parties; or (iv) in a for-hire engagement for revenue or other consideration on Supported Computer(s) or third-party computers. Other than as explicitly set forth in this Agreement, Customer shall not permit any other person or entity to access or use the Licensed Product. The Licensed Product is provided in and may be used in machine-readable object code form only. The Licensed Product may contain open source software tools and, if applicable, the use of such tools is governed by the terms and conditions of the applicable open source license.

2.2 Copies. Customer may make one archival or back-up copy of the Licensed Product, provided that such copy is not used simultaneously or concurrently with the original, and only if R9B and its vendors' copyright and proprietary notices on the software are included on such copy.

2.3 Customer Hardware Modifications and Enhancements. Customer may not make any modifications or enhancements to the Licensed Product, create any derivative works of the Licensed Product, merge or separate the Licensed Product or any component thereof, or remove, alter or obscure any proprietary notice without R9B’s prior written consent. Customer acknowledges the Licensed Product contains embedded hardware that R9B distributes subject to a restricted license. Customer agrees not to use the embedded hardware except in conjunction with the Licensed Product. Customer agrees not to decompile, reverse compile, disassemble or otherwise reverse engineer any Licensed Product, or permit, help, or encourage others to do so, or to use any Licensed Product for purposes of competitive analysis of the Licensed Product, the development of a competing software product or service or any other purpose that is to the Licensor's commercial disadvantage. Customer agrees not to run (or publish the results of) any benchmark tests on the Licensed Product without first obtaining R9B’s approval.

2.4 Customer Software Modifications and Enhancements. Customer may not make any modifications or enhancements to the Licensed Product, create any derivative works of the Licensed Product, merge or separate the Licensed Product or any component thereof, or remove, alter or obscure any proprietary notice without R9B’s prior written consent. Customer acknowledges the Licensed Product contains embedded software programs that R9B distributes subject to a restricted license. Customer agrees not to use the embedded software programs except in conjunction with the Licensed Product. Customer agrees not to decompile, reverse compile, disassemble or otherwise reverse engineer any Licensed Product, or permit, help, or encourage others to do so, or to use any Licensed Product for purposes of competitive analysis of the Licensed Product, the development of a competing software product or service or any other purpose that is to the Licensor's commercial disadvantage. Customer agrees not to run (or publish the results of) any benchmark tests on the Licensed Product without first obtaining R9B’s approval.

2.5 Proper Use of Licensed Product. The Customer acknowledges that the continued integrity of the Licensed Product and R9B’s performance of its obligations described in this Agreement are dependent upon



the proper use and maintenance of the Licensed Product by Customer. Proper use and maintenance means that Customer will (i) install all Upgrades and Releases delivered to Customer hereunder, (ii) use the Licensed Product in accordance with the Documentation supplied by R9B and the terms and conditions of this Agreement, and (iii) follow R9B's instructions for installing new Releases and Upgrades and for correcting and circumventing software bugs.

3. OWNERSHIP AND PROPRIETARY RIGHTS: Title to, ownership of, and all rights in patents, copyrights, trade secrets, trade dress, and all other proprietary rights in the Licensed Product does not transfer to Customer and shall remain with R9B and/or R9B's third party vendors and licensors. In addition, R9B may furnish Customer with its (or its third party vendor's or licensor's) Confidential Information in connection with the provision of the Licensed Product. Customer shall protect such Confidential Information of R9B to the same degree it protects its own Confidential Information, but with no less than a reasonable degree of care. The Licensed Product shall also be considered Confidential Information of R9B and, except as specifically permitted herein, shall not be disclosed to any third party.

4. TERM OF LICENSES:

4.1 Term. The licenses granted hereunder for any particular Licensed Product purchased by Customer commence on the Effective Date relevant to such purchase and remain in effect perpetually (or, if a shorter term is specified on any applicable R9B quote/Purchase Order, for the length of such designated term), unless terminated in accordance with Section 4.2, below. Upon expiration or termination of this Agreement or any software license granted hereunder, Customer's right to use the related Licensed Product shall immediately end and Customer shall: (i) promptly return all Licensed Product (including any and all hardware dongles or other R9B hardware on which the Licensed Product was delivered) and R9B Confidential Information, including all copies thereof, to R9B; (ii) erase all Licensed Product from the memory of its computer(s) and storage devices or render it non-readable; and (iii) upon R9B's request, certify in writing that Customer has satisfied its obligations hereunder.

4.2 Termination. Customer or R9B may terminate a license, statement of work, or this Agreement if the other party materially breaches its obligations under this Agreement and does not cure such breach within thirty (30) days of receipt of written notice of such breach. Customer acknowledges that if Customer commits a breach which adversely affects R9B's intellectual property rights (or in R9B's opinion such a breach is threatened), including but not limited to a breach of Section 2 above, such breach will give rise to irreparable injury to R9B, which would be inadequately compensated for in damages. Accordingly, R9B may immediately obtain injunctive relief against such breach or threatened breach, in addition to any other legal or equitable remedies that may be available, and Customer hereby consents to R9B obtaining such injunctive relief.

5. WARRANTY: R9B warrants, for period of one (1) year from the Effective Date, that each item of Licensed Product shall be free from Defects. Non-substantial variation of performance of a Licensed Product from its Documentation does not establish a warranty right hereunder. To the maximum extent permitted by applicable law, the entire liability of R9B, and Customer's sole and exclusive remedy, with respect to any Defect reported to R9B within this warranty period which causes and continues to cause a system-critical disruption of the Customer's business operations, shall be limited to either, at R9B's sole option (i) correction or circumvention support of the reported Defect based on the warranty claim, (ii) replacement of the Defective Licensed Product, or (iii) if support or replacement is not practicable at R9B's determination, refund of the prepaid software license fee Customer paid for the Defective Licensed Product (if any); provided, however, that: (i) Customer shall promptly notify R9B of any Defects discovered and shall furnish to R9B adequate supporting documentation and details to substantiate and to assist R9B in the identification and detection of such Defect; and (ii) the Defect can be reproduced by R9B on properly functioning equipment controlled



by R9B. Customer is not entitled to a refund of prepaid software license fees paid to R9B for the Licensed Product for any reason whatsoever other than for warranted Defects as expressly stated under this Section 5. In addition, with respect to certain hardware, to the extent the original equipment manufacturer offers its own hardware warranty, R9B will pass-through such warranty to Customer.

6. DISCLAIMER OF WARRANTIES: CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LICENSED PRODUCT IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND THAT USE OF OR RELIANCE UPON THE LICENSED PRODUCT, AND ANY THIRD-PARTY CONTENT ACCESSED THEREBY, IS AT COMPANY’S SOLE RISK AND DISCRETION. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 5, ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, R9B DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. R9B DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED PRODUCT IS WITHOUT INTERRUPTION OR DEFECT FREE, OR THAT THE LICENSED PRODUCT WILL MEET CUSTOMER’S REQUIREMENTS. THE WARRANTY SET FORTH IN SECTION 5, ABOVE, IS CONTINGENT UPON (A) THE PROPER USE OF THE LICENSED PRODUCT IN ACCORDANCE WITH SECTION 2.5, AND (B) THE LICENSED PRODUCT NOT BEING SUBJECTED TO UNUSUAL PHYSICAL OR ELECTRICAL STRESS, OR INTERFERENCE FROM APPLICATIONS, DERIVATIVE WORKS, OR CONFIGURATIONS PROVIDED BY THIRD PARTIES. THE WARRANTY SET FORTH IN SECTION 5, ABOVE, DOES NOT EXTEND TO DEFECTS IN THE LICENSED PRODUCT THAT RESULT FROM (A) CUSTOMER’S FAILURE TO IMPLEMENT ALL UPGRADES AND RELEASES ISSUED BY R9B DURING THE WARRANTY PERIOD, OR (B) TO THE EXTENT MODIFICATIONS WERE MADE BY CUSTOMER TO ITS OPERATING ENVIRONMENT.

7. DAMAGES AND INDEMNITY:

7.1 Limitation Of Liability. IN NO EVENT SHALL R9B OR ANY SOFTWARE LICENSOR WHOSE PROGRAM(S) IS EMBEDDED IN THE LICENSED PRODUCT BE LIABLE TO THE CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ANY DAMAGES ARISING FROM THE LOSS OF USE, DATA OR PROFITS, OR ANY DAMAGES CAUSED BY THE TORTIOUS OR CRIMINAL ACTS OR OMISSIONS OF CUSTOMER OR CUSTOMER’S AGENTS, OR OTHER ACTS OR OMISSIONS CONSTITUTING A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW. R9B’S ENTIRE LIABILITY TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN TORT, CONTRACT, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID BY CUSTOMER TO R9B DURING THE ONE (1) YEAR IMMEDIATELY PRECEDING THE CLAIM.

7.2 Infringement Indemnification. R9B will defend Customer from any claim, action, demand or lawsuit brought by a third party alleging that the unmodified Licensed Product, as originally delivered, directly infringes a United States patent, copyright, or trademark, up to the amount of license fees actually paid by Customer under this Agreement, *provided that:* (i) Customer notifies R9B in writing within seven (7) calendar days of learning of such claim, action, demand, or lawsuit, and provides R9B with a copy of the allegedly infringing code, (ii) Customer gives R9B the right to control the defense of such claims, and (iii) Customer fully cooperates with R9B in any defense or settlement of such claims. In the event that it is finally determined by a court of competent jurisdiction (or in a final settlement agreement consented to by R9B) that the Licensed Product infringes a United States patent, copyright, or trademark, Customer’s sole and exclusive remedy shall be that R9B will, in its sole discretion: (i) replace the infringing Licensed Product with a non-infringing, functionally-compatible product; or (ii) modify the Licensed Product so that it becomes non-infringing, (iii) obtain a license for Customer to use the allegedly infringing product, or (iv) accept refund of the Licensed Product and refund the license fee paid for the relevant Licensed Product, less a reasonable sum for use. The foregoing indemnity shall only apply to the extent the infringement is the responsibility of



R9B, not apply to infringements that arise from the use of the Licensed Product in combination with other non-R9B products; and states the entire obligation of R9B with respect to the infringement of any intellectual property rights. Customer shall defend, indemnify and hold harmless, R9B from any third party (including employees, officers or directors of Customer) claim or suit against R9B, to the extent such claim results from Customer's use of the Licensed Product.

8. U.S. GOVERNMENT END-USERS: The Licensed Product and accompanying documentation are "Commercial Items" and "Commercial software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7203-3 (JUN 1995).

9. EXPORT/IMPORT CONTROL: Customer acknowledges that the Licensed Product is subject to export and import control of the United States of America (ECCN 5D002). Customer understands that the Licensed Product is not exportable to embargoed countries specified in section 740 of the Export Administration Regulations. For a complete list of the countries, see Supplement 1 to Part 740 at https://www.bis.doc.gov/index.php/forms-documents/doc_view/452-supplement-no-1-to-part-740-country-groups. Customer represents and warrants that the Licensed Product shall not be used for any nuclear, chemical/biological warfare, missile end-use or training related thereto. Customer acknowledges that it is Customer's ultimate responsibility to comply with all import, export, and other applicable laws, in the U.S. or elsewhere, and that R9B has no further responsibility after the initial delivery of the Licensed Product to the Customer.

10. AUDIT. R9B shall have the right to audit Customer's compliance with the terms of this Agreement and restrictions on licenses granted hereunder. Customer agrees to keep all records and books of accounts and all entries therein relating to use of the Licensed Product hereunder. Such records shall be maintained for the period required pursuant to Licensee's standard records retention policy, but in no event less than five (5) years. Upon reasonable notice by R9B, Customer shall permit R9B to enter Customer's premises and/or securely connect to Customer's network of Supported Computers in order to establish Customer's compliance with this Agreement. Customer's information disclosed during the course of any audit shall be considered Confidential Information. Any audit shall occur during normal business hours at Customer's place of business and shall not occur more frequently than one (1) time in any annual period, unless R9B has a reasonable belief that the terms of this Agreement have been violated. R9B shall bear the cost of conducting any such audit, unless R9B discovers evidence that Customer is using the Licensed Product outside the scope of this Agreement, in which case, Customer agrees to pay R9B the fair market value of the Licensed Product being used by Customer without a license, in addition to any fees incurred by R9B to conduct the audit.

11. THIRD PARTY BENEFICIARY. R9B's third-party licensors are third-party beneficiaries to this Agreement. Upon Customer's acceptance of this Agreement, such third-party licensors shall have the right to enforce the terms of this Agreement against Customer as a third-party beneficiary thereof.

12. GENERAL PROVISIONS

12.1 Assignment. Customer shall not assign, delegate, sublicense or otherwise transfer all or part of the Licensed Product or Confidential Information, grant others rights in all or part of the Licensed Product or Confidential Information, or otherwise assign its rights or obligations under this Agreement without the prior written consent of R9B, which shall not be unreasonably withheld but may require payment of an administrative assignment fee by Customer. For purposes of this section, an assignment or transfer shall



include any change in majority ownership or control of Customer, including merger or other transfer of voting securities.

12.2 Notices. All modifications to this Agreement must be in writing and signed by both parties. Failure or delay of either party to exercise any right or remedy hereunder shall not constitute a waiver of rights or remedies under this Agreement. Any notice given hereunder shall be sent in writing to the other party's business address set forth on the cover page or to such other party and address as such party shall most recently have designated in writing. Notices directed to R9B shall be sent "Attention: Legal Department".

12.3 Governing Law. The validity and performance of this Agreement shall be governed by New York law (without reference to choice of law principles), except as to copyright and trademark matters, which are covered by federal laws. The parties expressly agree that the Uniform Computer Information Transactions Act does not apply to the terms of this Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party due to the fact that this Agreement or such provision was drafted by such party. Any action arising out of or relating to this Agreement or to its breach shall be brought in any federal or state court sitting in New York and both parties hereby submit to the exclusive jurisdiction of the federal and state courts in New York. The prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees, expert witness fees and costs incurred in connection with any action or proceeding hereunder.

12.4 Entire EULA. In the event of conflict between this Agreement and any applicable Customer document, the terms of this Agreement shall govern.

12.5 Severability. If any provision of this Agreement is held unenforceable or inoperative by any court of competent jurisdiction, either in whole or in part, the remaining provisions shall be given full force and effect to the extent not inconsistent with the original terms of this Agreement.

12.6 Survival. All obligations hereunder, which by their nature are intended to survive expiration or termination of this Agreement, shall survive termination or expiration of this Agreement.