



## GOVERNMENT APPROVED EULA

### Terms and Conditions

This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s), GSA Schedule contains the terms and conditions that apply to your purchase from IBoss, Inc. that will be provided to you ("Customer") on orders for IBoss products and/or services and support ("Products"). By executing this Agreement in writing, Customer agrees to be bound by and accepts these terms and conditions.

**PRICES AND TAXES.** Unless otherwise stated in writing by IBoss, (a) all quoted prices expire in accordance with the quote provided by IBoss, and Buyer agrees to pay the invoice for all Hardware purchased pursuant to the quote. **TERMS OF PAYMENT.** Payments are governed by Prompt Payment Act (31 U.S.C. 3903), 5 CFR part 1315 and GSAM 552.238-84. Customers may upgrade the hardware model, Subscriptions or Instant Replacement service within 60 days of the purchase date and receive a full credit for the original purchase, provided the original unit is returned to IBoss within 30 days of the upgrade.

Delivery is FOB Destination as stated in the GSA Schedule contract and governed by 552.238-87 **DELIVERY PRICES. SHIPMENT.** In the absence of specific shipping instructions, IBoss will ship by the method it deems most advantageous using standard commercial packaging.

**Export.** Software, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software. IBoss provides multiple versions of the IBoss products targeted for specific geographic regions. The North American version is designed to operate only in North America and may not include all of the features or regulatory approvals for providing protection in other regions. The Subscription Update service may not function properly if a North America version is exported and IBoss will be unable to support such exported versions. Any upgrade to an International version will be at IBoss discretion and subject to incremental fees agreed upon by both parties in writing.

**Warranties.** IBOSS RESPONSIBILITY FOR WARRANTY CLAIMS IS LIMITED TO REFUND, REPAIR AND REPLACEMENT AS SET FORTH IN IBOSS' APPLICABLE WARRANTY STATEMENT IN EFFECT IN THE GSA SCHEDULE CONTRACT AND THE TASK ORDER CONTRACT. PRODUCTS REPLACED UNDER WARRANTY OR ADVANCED EXCHANGE REQUIRED REPLACED/FAILED EQUIPMENT TO BE RETURNED WITHIN TEN DAYS (UNLESS EQUIPMENT IS OUT OF THE UNITED STATES; IN WHICH CASE THE BUYER WILL HAVE A FULL 30 DAYS TO RETURN) OF RECEIPT OF NEW EQUIPMENT. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA MULTIPLE AWARD SCHEDULE CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109. All software is provided subject to license agreement that is incorporated into the GSA Schedule contract and included in the product. Customer agrees that it will be bound by the GSA Schedule, Task Order contract and the license agreement.

**Limited Warranty.** For the Subscription Term, IBoss warrants that the Products will operate in substantial conformance with the then-current IBoss published documentation under normal use. Notwithstanding the previous sentence, IBoss does not warrant that: (i) Products will be free from defects; (ii) Products will satisfy all of Subscriber's requirements; (iii) Products will operate without interruption or error. IBoss shall use reasonable efforts to remedy any significant Product non-conformance reported to IBoss that IBoss can reasonably identify and confirm. IBoss or its representative will repair or replace any such non-conforming or defective Products, or refund the Subscription Fees paid for the then-current term, at IBoss. This paragraph sets forth Subscriber's sole and exclusive remedy and IBoss entire liability for any breach of warranty.

or other duty related to the Products. Any unauthorized Product modification, tampering with the Products, Product use inconsistent with the accompanying documentation, or related breach of this Agreement shall void the aforementioned warranty.

**Return Policies.** IBoss systems and parts are returnable for a full refund within 90 days for any reason.

**Exchanges.** From time to time, IBoss may exchange products or portions of a product. Any exchanges will be made in accordance with IBoss' exchange policies in effect on the date of the exchange. Customer agrees to return failed equipment within 30 days of receipt of exchanged equipment.

**Products.** IBoss' policy is one of on-going product update and revision. IBoss may revise and discontinue products at any time. IBoss will ship products that have the functionality and performance of the products ordered. Parts may be new. Spare parts may be new.

**Limitation of Liability.** IBOSS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. IBOSS WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES AND SUPPORT CUSTOMER PURCHASES UNDER THIS AGREEMENT. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES BUNDLED WITH THE PRODUCTS, IBOSS IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF PRODUCTS PURSUANT TO THE PURCHASE ORDER(S) GIVING RISE TO THE CLAIM. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF SERVICES NOT BUNDLED WITH PRODUCTS UNDER THIS AGREEMENT, IBOSS IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF SERVICES UNDER THIS AGREEMENT. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

**Not For Resale.** Customer agrees and represents that it is buying for its own internal use only and not for resale unless Customer is a legal and authorized reseller of IBoss Products as demonstrable by a contract executed by both parties stating Customer is a Reseller or Partner. Customer agrees and understands that the License for the software included in the Products is non-transferable and may not be sold or transferred in any way except by an authorized reseller or partner.

**Service and Support.** IBoss will provide general service and support, to Customer in accordance with the service and support policies and conditions attached herein. For end-user Customers, IBoss or any third-party support provider hired by IBoss, will attempt to handle any problem involving IBoss Products over the telephone or email.

However, IBoss' support personnel/providers may not be able to understand or resolve any given problem. Service offerings may vary from product to product. If Customer purchased optional services and support, IBoss will provide the optional service and support to Customer in accordance with the then-current terms and conditions in their GSA Schedule contract. IBoss may, revise its general and optional service and support programs and the terms and conditions that govern them via modification to their GSA Schedule contract. The services and support programs and their terms and conditions in place at the time of purchase will apply to Customer's purchase when agreed upon by both parties in writing.

**Protection and Restrictions.** Subscriber agrees to take all reasonable steps to safeguard the Products to ensure that no unauthorized person has access thereto and that no unauthorized copy, publication, disclosure or distribution, in whole or in part, in any form is made. Subscriber acknowledges that the Products contain valuable, confidential information and trade secrets and that unauthorized use and/or copying is harmful to IBoss. Subscriber may not directly or indirectly transfer, assign, publish, display, disclose, rent, lease, modify, loan, distribute, or

create derivative works based on the Products or any part thereof. Subscriber may not reverse engineer (except as required by law in order to assure interoperability), decompile, translate, adapt, or disassemble the Products, nor shall Subscriber attempt to create the source code from the object code for the Software. Any third party software included in the Products may only be used in conjunction with the Products, and not independently from the Products. Subscriber may not, and shall not allow third parties to, publish, distribute or disclose the results of any benchmark tests performed on the Products without IBoss prior written approval. Subscriber represents and warrants that it will comply with all laws, rules and regulations which apply to its use of the Products. Subscriber further represents and warrants that the Products will not be used to filter, screen, manage or censor Internet content for consumers without permission from the affected consumers. Subscriber acknowledges the use of features including but not limited to desktop recording (DMCR), logging, and alerts are only used if within all state, local, and federal laws within the country of deployment.

**Dispute Resolution.** Will be governed by FAR 52.233-1 Disputes. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, IBoss shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

**Headings.** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from.

**Waiver.** The failure of either party to enforce at any time or for any period of time the terms of this document shall not be construed as a waiver of such terms or the rights of such party thereafter to enforce each term contained herein.

**Severability.** If any term or condition of this agreement is held void or unenforceable, it shall be severed, and every other provision shall be enforced as if the void or unenforceable term or condition had never been a part hereof.