ReversingLabs International GmbH
Seefeldstrasse 283
CH-8008 Zurich
Switzerland
Company Website

Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)

1. **Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. **Applicability.** The terms and conditions in the attached Manufacturer EULA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft' s contract #GS-35F-0119Y, including, but not limited to the following:

(a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

(b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.

(c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(d) **Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement.

Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

(e) **Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

(f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

(h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.

(i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.

(j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) Renewals. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue. Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.

(u)   **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

END-USER SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT ("**EULA**") CAREFULLY. THIS EULA IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) ("**LICENSEE**" OR "**YOU**") AND REVERSING LABS INTERNATIONAL, GMBH, A SWISS LIMITED LIABILITY COMPANY ("**REVERSINGLABS**"). YOU MUST REVIEW AND EITHER ACCEPT OR REJECT THE TERMS OF THIS EULA BEFORE INSTALLING OR USING THE SOFTWARE. BY CLICKING THE "I ACCEPT" BUTTON, INSTALLING OR OTHERWISE USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS EULA, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED: FOR EXAMPLE, IF APPLICABLE, YOUR EMPLOYER. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE.

If you have entered into a separate agreement with ReversingLabs permitting you to use the Software, that agreement, rather than this EULA, will govern your use of the Software. If all or some portion of the Software has been licensed by another party for your use (e.g., your employer or an individual or company with which you conduct business), your right to use that Software or Data Service and to obtain any related Services is subject to the terms and conditions of the agreement(s) between ReversingLabs and the other party, whether the other party has agreed to the terms of this EULA or to the terms of a separate, written agreement.

1.   DEFINITIONS. The following capitalized terms used in this EULA have the meanings indicated:

1.1   "Account" means an instance of the Software accessible by a single login to the Software.

1.2   "API" means application programming interfaces that ReversingLabs may make available with the Software or as a separate option from time to time. These interfaces allow your programmers to build integrations with the Software.

1.3   "Computer" means an end user personal computer or personal computing device containing one or more CPUs that is not utilized as a Server.

1.4   "Data" means the detailed information related to and samples of known good files, known bad files and Internet locations stored, processed and otherwise maintained in the ReversingLabs' threat intelligence database, which information is sometimes licensed provided for use with Software and sometimes provided separately, either on a stand-alone basis or as part of a Data Service.

1.5   "Data Service" means any Internet-based service by which ReversingLabs provides Data to you.

1.6   "Delivery Date" means (i) for cloud-based Software, the date on which ReversingLabs sends or otherwise makes available to you the access code(s) and other instructions, if applicable, for utilizing the Software; and (ii) for installed Software, the date on which ReversingLabs sends or makes available to you a digital file containing the Software and any instructions for installation.

1.7   "Documentation" means any online help text and/or manuals, readme files, build notes, functional specifications, instructions, and any related materials provided with the Software. The term "Documentation" includes any updates or modifications ReversingLabs may choose to make available with respect to the Documentation.

1.8   "End User" means you and any human being whose permitted use of any Software or Data Service you sponsor.

1.9   "Intellectual Property Rights" means any rights existing under patent law, copyright law, data and database protection law, trade secret law, and any and all similar proprietary rights of ReversingLabs embodied in the Software.

1.10   "Order Form(s)" means the proposal form provided by ReversingLabs and accepted by you, evidencing your initial purchase of a license and/or subscription to the Software, Data Service and/or Data, plus any subsequent Order Forms submitted online or in written form, in each case specifying, among other things, the specific ReversingLabs Products and Services to be provided to you, the applicable fees, and the term of the agreement. Each Order Form is incorporated into, and therefore is a part of, this Agreement.

1.11   "ReversingLabs Products and Services" means the Software, Data Service, and/or Data licensed to you, as provided in the Order Form associated with this Agreement.

1.12   "Server" means a computer server owned, leased or otherwise controlled by you or a third party on which a licensed copy of a ReversingLabs' server-based Software product is installed.

1.13 "Services" means hosting services, software maintenance services, support services (including deployment support services), and any other services ReversingLabs may provide you in connection with your use of the Software.

1.14 "Software" means the ReversingLabs software accompanying this EULA, in object code form, together with any of the following that may form a part of it or subsequently be provided by ReversingLabs for use with it: (i) the Data Service; (ii) APIs, tools, toolsets, and other software applications or components; (iii) artwork, photographs, and video or audio content; (iv) Documentation; and (v) any Updates to or Upgrades of any of the foregoing that may be covered by this EULA.

1.15 "Source Code" shall mean computer programs, instructions and related material for implementing proprietary algorithms (and other trade secret or otherwise proprietary methods and processes) written in a human-readable source language in a form capable of serving as the input to a compiler or assembler program, and in form capable of being modified, supported and enhanced by programmers reasonably familiar with the source language. By way of clarification, and not limitation, the term "Source Code" means the preferred form of the code for making modifications to it, including all modules it contains, plus any associated interface definition files, and scripts used to control compilation and installation of an executable or otherwise, create, manage, administer, or operate the hosting environment where the software service is deployed.

1.16 "Updates" means bug fixes, patches, or other additions, revisions to or modifications of Software and/or Data that ReversingLabs provides to you or any End User, including those it makes generally available to customers that subscribe to its maintenance services. An Update to Software typically is identified by a change in a number and/or letter to the right of the first decimal point in a product's version number. Updates do not include Upgrades.

1.17 "Upgrade" means a major release of Software and/or Data, as determined by ReversingLabs in its sole discretion. An Upgrade to Software and/or Data typically is identified by a new product name or a new number to the left of the first decimal point in the version number of an existing product name.

1.18 "Web Site" means ReversingLabs' web site located at http://www.reversinglabs.com.

2. OWNERSHIP. The ReversingLabs Products and Services are licensed, not sold. You acknowledge that the ReversingLabs Products and Services (including any changes you may request or suggest) are the property of ReversingLabs and/or its licensors. Title to the ReversingLabs Products and Services (including each copy of any of them) and all related intellectual property rights embodied in or represented by the ReversingLabs Products and Services will remain with ReversingLabs and/or its licensors at all times. All rights and licenses not expressly granted are reserved to ReversingLabs, and there shall be no licenses or rights implied under this EULA, based on any course of conduct, or otherwise.

3. LICENSE GRANT. Subject to the terms and conditions of this EULA, ReversingLabs, under its Intellectual Property Rights, hereby grants to Licensee:

3.1 For Software and Data: a limited, non-exclusive, non-transferable, worldwide license to access, execute, display, perform, and otherwise use the Software and/or Data, in machine-readable object code, solely for the number of authorized users set forth on your Order Form (if applicable). Licensee shall be entitled to make one (1) copy of any client-side components of the Software (if applicable), solely for archival or backup purposes. To the extent the Order Form includes rights to a Reversing Labs software development kit ("SDK"), ReversingLabs hereby grants you a non-exclusive and non-transferable (except as provided in Section 12.9 (Software, Data and EULA Transfer)) right and license under its Intellectual Property Rights to use and reproduce the SDK on any tangible media in binary code for the sole purpose of integrating the Software with other software and systems via the Software's APIs solely for your internal business use. If the Software you are installing is evaluation or trial use Software, your rights are limited as described below in Section 6.

3.2 License Term. The license granted in Section 3.1 shall be either (i) perpetual or (ii) subscription based for a one year term commencing upon the date the ReversingLabs Products and Services are first made available to you, as set forth in the Order Form.

4. Restrictions. During the term of your license and/or subscription, you agree to comply with the following restrictions and limitations, and you agree not to permit others (including any End User whose use of the ReversingLabs Products and Services you sponsor) to violate them:

4.1 You shall: (i) adopt and enforce such internal policies, procedures and monitoring mechanisms as are reasonably necessary to ensure that the Software is used only in accordance with the terms of this EULA and (ii) take all steps necessary to ensure that no person or entity will have unauthorized access to the ReversingLabs Products and Services.

4.2 You shall not: (i) copy (except as provided above), sell, rent, assign, sublicense, lease, encumber or otherwise transfer or attempt to transfer the Software, Data, or any portion thereof; (ii) permit any third party to use or have access to the ReversingLabs Products and Services, whether by timesharing, networking (except as expressly permitted hereunder) or any other means; (iii)
ReversingLabs EULA v8.0 12/10/2012

reverse engineer, decompile, disassemble, or otherwise seek to discover the source code of the ReversingLabs Products and Services; (iv) possess or use the Software or any portion thereof, other than in machine readable object code; (v) make any copies of the Software or Data, other than as permitted by Section 3 hereof; (vi) remove any copyright, trademark, patent or other proprietary notices from the ReversingLabs Products and Services or any portion thereof; (vii) modify, translate, or create any derivative work thereof, but your computer code written to current APIs for the Software that are published by ReversingLabs or otherwise disclosed by ReversingLabs to you will not be considered modifications or derivative works for purposes of this restriction; (viii) modify, disable, circumvent, avoid, bypass, remove, deactivate, impair or otherwise interfere with features of the ReversingLabs Products and Services that enforce license restrictions or limits or report technical or statistical information regarding the ReversingLabs Products and Services or its use to ReversingLabs; or (ix) continue to use prior versions of any ReversingLabs Products and Services after installing an Upgrade of the ReversingLabs Products and Services or any Update or Upgrade that wholly replaces the ReversingLabs Products and Services. To the extent that the right to decompile, disassemble, or reverse engineer the Software is permitted by applicable law, you agree not to do so if ReversingLabs makes available to you a separate software module that allows you to achieve interoperability of an independently created computer program for use with the Software. You agree that, prior to attempting to achieve such interoperability, you will obtain written notification from ReversingLabs that it is unwilling to make such a software module available within a reasonable period of time.

4.3   The ReversingLabs Products and Services activation key(s) and/or user account(s) (if any) is intended solely for your use. You are solely responsible for maintaining the confidentiality and security of your activation key(s) and/or user account(s) (if any). You are solely responsible and liable for any and all use of your activation key(s) and/or user account(s) (if any) and for activities that occur on or through your activation key(s) and/or user account(s) (if any). You agree to notify ReversingLabs immediately about any unauthorized access to, or use of, any of your activation key(s) and/or user account(s) (if any).

5.   U.S. Government End Users. The ReversingLabs Products and Services are "commercial item(s)" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software," "computer database," and "computer software documentation." Notwithstanding anything to the contrary in this EULA, the U.S. Government sometimes makes certain minimum rights of use, reproduction, and disclosure a condition of its purchase or acquisition of commercial software. Accordingly:

5.1   GSA Multiple Award and Federal Supply Schedule Acquisitions. For government purchases or acquisitions through a GSA Multiple Award or Federal Supply Schedule contract, use, reproduction, and disclosure of the Software and Data are subject only to the the rights of use, reproduction, and disclosure as stated in Sections 3 and 4 of this EULA. Provided, however, that in the event of a conflict between any provision in Sections 3 and 4 of this EULA and the restrictions set forth in ¶¶ 6 and 9 of GSA's "Terms and Conditions Applicable to . . . [SINs] 132-32 . . ., 132-33 . . . 132-34 . . . " and GSA's "Terms and Conditions Applicable to . . . [SINs] 132-51 . . . and 132-52," The foregoing GSA Terms and Conditions shall take precedence. Note, however, that any modification or combination of the ReversingLabs Products and Services under those rights will entirely void the warranty per Section 9.1 of this EULA.

5.2   FAR Acquisitions. For government agency purchases or acquisitions, other than DOD acquisitions subject to 5.3, under the authority of Federal Acquisition Regulation ("FAR") Part 12, the rights of use, reproduction, and disclosure are only as stated in Sections 3 and 4 of this EULA.

5.3   DOD Acquisitions. For government purchases or acquisitions by the Department of Defense, a Military Department or Defense Agency, the rights of use, reproduction, and disclosure are only as stated in Sections 3 and 4 of this EULA, per DFARS 227.7202-3(a).

6.   EVALUATION AND TRIAL USE. If ReversingLabs provides ReversingLabs Products and Services to you for evaluation or trial use ("Evaluation/Trial Use Products and Services"), then your rights are limited as described in this section. You may use the ReversingLabs Evaluation/Trial Use Products and Services in a manner consistent with the terms of this EULA solely for evaluation/trial purposes for a period ranging from two (2) weeks up to sixty (60) days from the Delivery Date, as specified in your Order Form, or for such other period as may be indicated in writing by ReversingLabs at or after the time of delivery. In light of the fact that Evaluation/Trial Use Products and Services are provided to you free of charge, ReversingLabs disclaims the limited warranty set forth below in Section 9.1, and neither ReversingLabs nor any Released Party will be liable for direct damages related to Evaluation/Trial Use Products and Services, as explained more fully in Section 10.2. Access to Evaluation/Trial Use Products and Services may include a "time-out" mechanism that will automatically downgrade or disable the Evaluation/Trial Use Products and Services or otherwise prevent access to the Evaluation/Trial Use Products and Services at the end of the evaluation/trial period.

7.   MAINTENANCE AND SUPPORT. Technical support for the ReversingLabs Products and Services may be accessed via email or other contact information provided on the ReversingLabs website (if applicable). Unless you subscribe to an enhanced maintenance and/or support offering, you are not entitled to receive additional maintenance or support for the ReversingLabs Products and

Services (though any Updates or Upgrades ReversingLabs may provide you will be covered by this EULA, unless ReversingLabs requires you to accept a new agreement at the time they are provided). If you subscribe to a ReversingLabs maintenance and/or support offering, ReversingLabs will provide you with maintenance and/or support services corresponding to the service level(s) to which you have subscribed, as set forth in a separate agreement you may enter into with ReversingLabs related to such services. Whether or not you subscribe to a maintenance and/or support offering, ReversingLabs reserves the right to provide you with Updates or supplements to the Software when we consider it necessary to do so to ensure that the Software functions properly. Any technical information you provide ReversingLabs in connection with support services it provides you may be used by ReversingLabs for its business purposes, including product and service development.

8.   SAMPLE FILE ANALYSIS. You may submit sample files to ReversingLabs for analysis and inclusion in our threat intelligence database ("Sample Files"). We may, in our sole discretion, unpack and analyze Sample Files to expose internal information, including but not limited to IP addresses, names, custom application information, images, compression, encryption, and executable files (the "Analyzed Information"). We may, in our sole discretion, include the Analyzed Information in our database, which is accessible to our other customers. By submitting Sample Files to us, you grant to ReversingLabs under your intellectual property rights a perpetual, irrevocable, worldwide, transferrable, sub-licensable, royalty-free right to use, copy, modify, display, perform, distribute and otherwise exploit the Sample Files. It is your responsibility to use discretion in submitting files to ReversingLabs for analysis. If you believe a file may contain proprietary or other sensitive information that you do not want shared with our other customers, DO NOT SUBMIT SUCH FILE TO REVERSINGLABS. REVERSINGLABS FULLY DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT OF SAMPLE FILES UPLOADED TO OUR DATABASE. YOU EXPRESSLY AGREE THAT YOUR SUBMISSION OF SAMPLE FILES FOR ANALYSIS AND INCLUSION IN THE REVERSINGLABS DATABASE IS AT YOUR SOLE RISK. If you believe a Sample File has been submitted to us in error (a "Submission Error"), you may contact us and request that the particular file be removed from our database. REMOVAL OF THE FILE IN QUESTION SHALL BE THE SOLE REMEDY FOR SUBMISSION ERRORS.

9.   LIMITED WARRANTIES AND WARRANTY DISCLAIMER.

9.1   ReversingLabs warrants that, for a period of 90 days after the Delivery Date, the Software and/or Data (including any Upgrades for which ReversingLabs does not require you to accept the terms of a replacement agreement, but excluding Updates) will function substantially in accordance with relevant, published specifications (or substantially error free where there are no published specifications). As your exclusive remedy for breach of this warranty, ReversingLabs will, at its option, either replace or repair the defective Software and/or Data or refund all fees paid for it, as well as any fees paid for maintenance, support and Hosted Services associated with the defective Software and/or Data that were and/or are to be provided after the Delivery Date of the defective Software and/or Data. Notwithstanding the foregoing, ReversingLabs will not be responsible for (i) any breach of warranty not reported during the warranty period; (ii) any malfunctioning of Software and/or Data that you, an End User, or a third party has modified, misused, or damaged; (iii) any malfunctioning of Software and/or Data caused by hardware or network configuration, (iv) any malfunctioning of Software and/or Data caused by third party software or services, or (v) any malfunctioning of Software and/or Data caused by your failure to incorporate all Updates and/or Upgrades provided to you by ReversingLabs. THIS WARRANTY DOES NOT APPLY TO REVERSINGLABS PRODUCTS AND SERVICES COVERED BY SECTION 6 OF THIS EULA.

This warranty gives you specific legal rights. You may also have other legal rights that vary from state to state and country to country.

9.2   LICENSEE SPECIFICALLY ACKNOWLEDGES THAT *FILES CONTAINED IN THE REVERSINGLABS DATA SERVICE INCLUDES MALWARE* (HARMFUL VIRUSES, TIME BOMBS AND OTHER DISRUPTIVE OR MALICIOUS CODE OR MECHANISMS). LICENSEE EXPRESSLY ASSUMES ALL RISK AND RESPONSIBILITY ASSOCIATED WITH THE POSSESSION, HANDLING AND USE OF MALWARE INCLUDED WITHIN THE DATA SERVICE.

9.3   EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9.1, REVERSINGLABS, ITS LICENSORS AND LICENSORS' DISTRIBUTORS DISCLAIM ALL WARRANTIES WITH RESPECT TO ALL REVERSINGLABS PRODUCTS AND SERVICES AND ALL THIRD PARTY PRODUCTS OR SERVICES YOU OR END USERS MAY UTILIZE IN CONNECTION WITH REVERSINGLABS PRODUCTS AND SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. IN PARTICULAR, REVERSINGLABS DOES NOT REPRESENT THAT THE REVERSINGLABS PRODUCTS AND SERVICES ARE ERROR FREE, WILL OPERATE IN AN UNINTERRUPTED MANNER, ARE COMPLETELY SECURE, OR WILL INTEROPERATE WITH THIRD PARTY SOFTWARE OR SERVICES. UNLESS YOU HAVE SUBSCRIBED TO A SERVICES OFFERING THAT GUARANTEES A PARTICULAR LEVEL OF SERVICE AND/OR A FIXED TERM OF SERVICE, ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ARE SUBJECT TO CHANGE OR TERMINATION AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE. THE REVERSINGLABS PRODUCTS AND SERVICES ARE NOT DESIGNED OR MANUFACTURED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT

NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT SYSTEMS, OR WEAPON OR COMBAT SYSTEMS, IN WHICH THEIR FAILURE COULD LEAD DIRECTLY TO PERSONAL INJURY, DEATH, OR PROPERTY OR ENVIRONMENTAL DAMAGE. REVERSINGLABS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USES. REVERSINGLABS EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO ANY AND ALL MALWARE INCLUDED WITHIN THE DATA.

9.4   U.S. Government Customers and End Users. The ReversingLabs Products and Services are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software," "computer database," and " computer software documentation." For government purchases or acquisitions through a GSA Supply Schedule contract, the government customer and end user accept the standard, commercial ReversingLabs warranty terms per ¶ 3.a of GSA's "Terms and Conditions Applicable to . . . [SINs] 132-32 . . ., 132-33 . . . and 132-34 . . ." For government purchases or acquisitions under the authority of Federal Acquisition Regulation ("FAR") Part 12, the government customer and end user accept the standard, commercial ReversingLabs warranty terms and FAR 52.212-4(p). For all government purchases or acquisitions that are not through a GSA Multiple Award or Federal Supply Schedule contract, the government customer and end user accept the standard, commercial ReversingLabs warranty per FAR 46.709.

10. EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

10.1   TO THE MAXIMUM EXTENT PERMITTED BY LAW (INCLUDING ANY APPLICABLE CONSUMER PROTECTION LAW OF A FOREIGN JURISDICTION), NEITHER REVERSINGLABS NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTROLLED OR CONTROLLING ENTITIES, LICENSORS OR LICENSORS' DISTRIBUTORS (EACH, A "RELEASED PARTY"), WILL HAVE ANY LIABILITY TO YOU OR ANY END USERS FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOST PROFITS, BUSINESS OR REVENUE, LOSS OF GOODWILL OR OTHER ECONOMIC ADVANTAGE, OR LOSS OF PRIVACY) ARISING OUT OF OR RELATED TO THIS EULA, OR THE REVERSINGLABS PRODUCTS AND SERVICES, EVEN IF REVERSINGLABS OR A RELEASED PARTY HAS BEEN ADVISED OF, OR KNEW OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES. FOR SAKE OF CLARITY, REVERSINGLABS EXPRESSLY DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY AND ALL MALWARE INCLUDED WITHIN THE DATA. TO THE EXTENT THIS EXCLUSION OF LIABILITY IS UNENFORCEABLE, DESPITE THE PARTIES' EXPRESS AGREEMENT TO IT AS AN ESSENTIAL ELEMENT OF THIS AGREEMENT, REVERSINGLABS' LIABILITY WITH RESPECT TO SUCH MALWARE WILL BE LIMITED AS PROVIDED IN SECTION 10.3.

10.2   NOTWITHSTANDING PARAGRAPH 10.1 ABOVE OR ANYTHING ELSE TO THE CONTRARY SET FORTH IN THIS EULA, IF YOUR CLAIMED DAMAGES ARISE FROM OR RELATE TO REVERSINGLABS PRODUCTS AND SERVICES COVERED BY SECTION 6 OF THIS EULA, THEN, TO THE MAXIMUM EXTENT PERMITTED BY LAW (INCLUDING ANY APPLICABLE CONSUMER PROTECTION LAW OF A FOREIGN JURISDICTION), NEITHER REVERSINGLABS NOR ANY RELEASED PARTY WILL HAVE ANY LIABILITY TO YOU OR ANY END USERS FOR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS EULA, THE REVERSINGLABS PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO DIRECT DAMAGES, EVEN IF REVERSINGLABS OR A RELEASED PARTY HAS BEEN ADVISED OF, OR KNEW OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES.

10.3   WITHOUT LIMITING THE SCOPE OR EFFECT OF SECTIONS 10.1 OR 10.2 ABOVE, IN NO EVENT WILL REVERSINGLABS' AND THE RELEASED PARTIES' TOTAL LIABILITY WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS EULA, THE REVERSINGLABS PRODUCTS AND SERVICES (INCLUDING CLAIMS OF NEGLIGENCE AND STRICT LIABILITY) EXCEED THE LOWER OF (i) THE AGGREGATE DIRECT DAMAGES ACTUALLY INCURRED BY YOU AND YOUR END USERS, OR (ii) US$5OO.

10.4   SOME JURISDICTIONS LIMIT THE EXCLUSION OF DAMAGES OR LIMITATION OF LIABILITY, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IF ANY PART OF THE EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY SET FORTH IN THIS EULA IS UNENFORCEABLE UNDER APPLICABLE LAW, REVERSINGLABS' AND THE RELEASED PARTIES' AGGREGATE LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

11. TERM AND TERMINATION. The term of this EULA shall be as set forth in Section 3.2 unless you and ReversingLabs enter into a new agreement that entirely replaces this EULA or unless ReversingLabs terminates this EULA as provided herein. Without prejudice to any other rights, ReversingLabs may terminate this EULA if you fail to comply with its terms and conditions. If ReversingLabs terminates this EULA, (i) you must immediately stop using the the ReversingLabs Products and Services and destroy all copies of the Software, Data and all of its component parts (if applicable), and (ii) ReversingLabs will have no further obligation to provide any Services being provided to you or any End Users as of the termination date. Termination of this Agreement shall not affect rights of your external End Users receiving any Software or Data integrated in or otherwise combined with Licensee's own products/services prior to the date of termination, provided, however, that ReversingLabs shall have received payment of any fees owing from LIcensee therefor. The parties' respective rights and obligations under Sections 2 (Ownership), 4 (Restrictions), 8 (Limited Warranty and Warranty Disclaimer), 10 (Exclusion of Damages and Limitation of Liability), and Section 12 (General Provisions) will survive the termination of this EULA. The term of any Services offering to which you subscribe will be extended automatically for successive periods equal to the duration of the initial subscription period, and on ReversingLabs' standard terms and prices then in effect, unless either party gives notice of cancellation to the other at least sixty (60) days before the subscription expires.

12. GENERAL PROVISIONS.

12.1   Export Restrictions. You agree to comply with all applicable laws and regulations of governmental bodies and agencies related to use of the ReversingLabs Products and Services and your performance under this EULA. In particular, you acknowledge that the Software and Data is of United States origin, is subject to United States export laws and regulations, and may not be exported or re-exported to certain countries or to persons or entities prohibited from receiving U.S. exports (including Denied Parties, Specially Designated Nationals, and entities on the Bureau of Export Administration Entity List or involved with missile technology or nuclear, chemical or biological weapons). The Software and Data also may be subject to the export, import or other laws of other countries. You represent that you are eligible to receive favorable treatment under current United States export control laws and regulations, and that you will not use or transfer the Software and Data in violation of any U.S. or foreign laws or regulations, or permit others to do so.

12.2   Data Protection. Each party undertakes to comply with its obligations under the relevant EU data protection and privacy legislation including (where applicable) the EU Data Protection Directive (95/46) and equivalent national legislation.

12.3   Waiver. No delay or omission by either party to exercise any right or power arising upon the other party's nonperformance or breach will impair that right or power or be construed as a waiver of it. Any waiver must be in writing and signed by the waiving party. A waiver on one occasion will not be construed as a waiver of any subsequent event of nonperformance or breach.

12.4   Severability. If any provision of this EULA is declared to be unenforceable for any reason, the remainder of this EULA will continue in full force and effect, and the unenforceable provision will be deemed modified to the extent necessary to comply with the applicable requirements of law, while retaining to the maximum extent permitted by law its intended effect, scope and economic effect.

12.5   Governing Law. The interpretation and performance of this EULA will be governed by the laws of the Commonwealth of Massachusetts, USA, applicable to contracts executed in and performed entirely within Massachusetts, but excluding any choice of law principles that would result in the application of the laws of another jurisdiction. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this EULA.

12.6   Dispute Resolution. Any litigation arising under or related to this EULA will be brought only in the United States District Court for the District of Massachusetts, or, if federal subject matter jurisdiction is lacking, then in the Massachusetts state court for the division and county in which ReversingLabs' or its successor's or assign's principal office in Massachusetts is then located. You hereby submit to the personal jurisdiction of these courts and waive all objections to placing venue exclusively before them. The prevailing party in any litigation arising under or related to this EULA, in addition to any other relief granted to it, will be entitled to recover from the losing party its reasonable attorneys' fees and costs incurred in connection with the litigation. Notwithstanding the foregoing, ReversingLabs acknowledges that the Contract Disputes Act, its implementing regulations, and its judicial interpretations may take precedence when the U.S. Government is the party accepting this EULA, if required by law; whenever commercial item protections or other exceptions permit the commercially offered disputes resolution clause to apply, however, it applies in full force.

12.7   Returns. If you are a consumer in a European Union member state, you have the rights conferred by this section. In the European Union, you are entitled to cancel your order for the Software and any associated Services within 14 working days from the date on which you downloaded the Software. You are not entitled to cancel your order for Software or Services if you accept this EULA and install the Software. To cancel your order please discontinue the installation process and notify us of your decision in writing or by email within 14 working days of download at the postal or e-mail address indicated below. ReversingLabs will refund

the amount you paid for the cancelled Software and Services within 30 days. If you request a refund, you will not be not be entitled to use the Software or obtain Services unless you place a new order and pay all charges that then apply.

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12.8   Payment and Taxes. You agree to pay all applicable fees and other charges for Software and Services you acquire. Unless prepaid, all fees and charges are payable in U.S. dollars and are due net thirty (30) days from the date of invoice. ReversingLabs may charge a late fee of 1.5% per month or the maximum rate allowable by law, whichever is greater, on any balance remaining unpaid for more than thirty (30) days, except that interest on payments by U.S. government customers will be calculated according to the Prompt Payment Act and its implementing regulations. Prices are exclusive of all applicable taxes. You agree to pay all taxes (including but not limited to sales, use, excise, and value-added taxes), tariffs, duties, customs fees or similar charges imposed or levied on all Software and Services you acquire, with the exception of taxes on ReversingLabs' net income.

12.9   Software, Data and EULA Transfer. Except with respect to the ReversingLabs Products and Services covered by Section 6, the initial licensee of any ReversingLabs Products and Services utilized by you on your own Computer or Server may make a one-time, permanent transfer of this EULA and the ReversingLabs Products and Services directly to an individual or a single entity. The transfer must include all of the Software (including all component parts and Documentation) and this EULA, and it may not occur by way of consignment or any other indirect transfer. The transferee of the one-time transfer must agree to comply with the terms of this EULA, including the obligation not to further transfer this Software. You may not otherwise transfer the Software or assign any of your rights or obligations under this EULA.

12.10   Entire Agreement. This EULA and the Order Form(s) incorporated herein set forth the entire agreement between you and ReversingLabs with respect to the ReversingLabs Products and Services, and supersedes all prior communications, understandings and agreements, as well as the terms and conditions set forth in or on any purchase order, acknowledgement form, check, or any other document or instrument you may issue to ReversingLabs or transmit in connection with any payment for the ReversingLabs Products and Services.