

**Information Asset Software
Form of
End User License Agreement**

THE FOLLOWING TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT.

THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND INFORMATION ASSET, LLC WITH RESPECT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN. READ THIS AGREEMENT CAREFULLY BEFORE YOU CLICK THE “I ACCEPT” BUTTON OR BY DOWNLOADING OR USING THE APPLICATION. BY CLICKING ON THE “I ACCEPT” BUTTON OR BY DOWNLOADING OR USING THE APPLICATION, YOU ACKNOWLEDGE THAT (1) YOU ARE AUTHORIZED TO ENTER THIS AGREEMENT FOR AND ON BEHALF OF YOUR COMPANY, AND ARE DOING SO, AND (2) YOU HAVE READ AND UNDERSTAND AND AGREE THAT YOU AND THE COMPANY SHALL BE BOUND BY THESE TERMS AND CONDITIONS AND ALL MODIFICATIONS AND ADDITIONS PROVIDED FOR BY IT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, CLICK ON THE “I DO NOT ACCEPT” BUTTON AND DO NOT DOWNLOAD OR USE THE APPLICATION.

Capitalized terms used in this Agreement have the meanings assigned to them in section 10(h) or elsewhere in this Agreement. The terms “you” and “your” refer to the entity or person who purchased this license. “Information Asset” or “We” “us” and “our” refer to Information Asset, LLC.

1. **License Grant; Ownership.** Subject to your compliance with the terms and conditions of this Agreement (including the payment of all required fees), Information Asset grants you a limited, non-exclusive, non-transferable right and license to install and use the Product in accordance with the terms of this Agreement. Information Asset shall not be obligated to refund any license or other fees you pay. We are not selling the Product to you. Information Asset and its third party providers, if applicable, retain title to and ownership of the Product and Documentation, including any Derivative Works that you create. Information Asset and its third party providers reserve all rights not expressly granted to you under this Agreement.

2. **Term; Termination.**

a. **Product Licenses.** The term of the license we grant to you for the Product shall be for one (1) year, commencing on the day we receive your payment of the non-refundable license fee (the “Effective Date”). When the license for the Product expires, you must (i) stop using the Product and remove all copies of it from all computers and Servers on which it has been installed, and (ii) destroy all copies of the Product in your possession.

b. **Maintenance and Update Subscriptions.** If you request Product maintenance or updates, your obligation to pay for any maintenance or update subscriptions and our obligation to provide them will be governed by a separate agreement.

c. **Termination.** If you breach the terms of this Agreement and fail to cure the breach within thirty (30) days after you receive our written notice of the breach, this Agreement (including all licenses granted hereunder) will terminate. When the license terminates, you must delete the Product and all copies and, if we request, certify to us in writing that you have done so.

3. **Use Rights.** You may install and use the Product solely for your internal business purposes in accordance with the terms in this Agreement.

4. **Backup Copies/Installations.** You may make one copy of the Product solely for backup purposes. You must maintain Information Asset and third party licensor information, including copyright notices, on backup copies and keep the copies in a secure location.

5. **General Use Restrictions.** You may not: (i) reverse engineer, decompile or disassemble the Product; (ii) make Derivative Works of the Product; (iii) make copies of the Product, except as permitted in Section 4; (iv) sublicense, rent, lease, lend or host the Product to or for other parties; (v) separate the components of the Product or install and use such components separately and independently of the Product they comprise; (vi) use the Product to translate a third party's products unless you have the legal right to do so; (vii) attempt to unlock or bypass any initialization system, encryption methods or copy protection device we incorporate in the Product; (viii) alter, remove or obscure any patent, copyright or trademark notice contained in the Product; (ix) use the Product in a "concurrent use" or "floating license" manner; or (x) use the Product in revenue-generating Internet-based services or applications for third parties or as an Application Service Provider.

6. **Updates; Maintenance; Technical Support.**

a. **Software Maintenance.** If you have paid the applicable fees, we will deliver updates to the Product to you within the two (2) months following the release of an update of a third party software product that you independently license and run in connection with your use of the Product as necessary to maintain operation of the Product with such third party software, provided that your use of the Product and such third party software is made in accordance with, and does not exceed the terms of this license and all applicable third party licenses. In addition, if you have purchased Maintenance and paid the annual Maintenance Fees for the Product, Information Asset will deliver updates and upgrades to the Product as they become available. Except as otherwise stated in the first sentence of this Section, we do not guarantee that we will update or upgrade the Product on any particular schedule. Upon delivery, updates and upgrades will be considered "Product" for all purposes hereunder. Updates and upgrades replace Product that you initially licensed from us and that made you eligible for the update or upgrade.

b. **Technical Support.** If you have purchased technical support from us, we will provide you with the technical support described in this Section. Support is available for this product by contacting support@information-asset.com. We do our best to respond to support requests within 24 hours Monday through Friday, 9:00 AM to 5:00 PM Eastern. If we determine that your submission constitutes a software bug, we will forward the details to our development team for correction and inclusion into the software. If we determine that your submission constitutes a feature request, we will forward the details to our development team for possible inclusion into the software.

7. **Risk Assumed; Exclusion of Warranties.**

a. **ASSUMED RISKS.** THE PRODUCT IS PROVIDED "AS IS" AND YOUR USE OF THE PRODUCT WILL BE AT YOUR SOLE RISK.

b. **DISCLAIMER.** WE DO NOT WARRANT THAT THE PRODUCT WILL OPERATE ERROR-FREE OR THAT WE WILL CORRECT ALL PRODUCT ERRORS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE EXPRESSLY IDENTIFIED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, ACCURACY, RELIABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. OUR ENTIRE LIABILITY, AND YOUR ONLY REMEDY, FOR A BREACH OF A WARRANTY WILL BE EITHER CORRECTION OF THE

PRODUCT ERROR THAT CAUSED THE BREACH, OR RETURN OF THE LICENSE FEES YOU PAID FOR THE PRODUCT OR SERVICES IF APPLICABLE.

8. **Infringement; Indemnity; Liability.**

a. **Infringement.** If we believe the Product may be or is subject to an infringement claim, or if a court of competent jurisdiction enjoins your use of a Product as a result of an infringement claim, we may, at our expense and our discretion: (a) procure for you the right to continue using the Product; (b) modify the Product to make it non-infringing; or (c) replace it with a functional non-infringing equivalent. If we believe that none of these options is reasonably available, then we may terminate the license to the allegedly infringing Product and our sole liability will be to refund to you the license fees you paid for such Product, prorated over a five (5) year period from the date of their delivery to you.

b. **Indemnification.** You will defend and indemnify Information Asset and its third party licensors, if any, from any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments, including reasonable attorney fees, costs and expenses arising from your use of any Product. Neither Information Asset nor its third party licensors will be responsible for any direct or indirect loss or damage that may result from such use.

c. **LIMITATION OF LIABILITY.** INFORMATION ASSET AND ITS THIRD PARTY LICENSORS WILL NOT BE LIABLE IN ANY EVENT TO YOU OR ANY OTHER PERSON, REGARDLESS OF THE CAUSE, FOR THE EFFECTIVENESS OR ACCURACY OF THE PRODUCTS, FOR THE COST OF PROCURING REPLACEMENT GOODS OR SERVICES, OR FOR LOST PROFITS OR LOST SALES, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, MULTIPLE OR CONSEQUENTIAL DAMAGES ARISING FROM OR OCCASIONED BY YOUR USE OF THE PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. **MAXIMUM LIABILITY.** IN ANY EVENT, INFORMATION ASSET'S MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THE PRODUCTS WILL NOT EXCEED THE LICENSE FEES YOU HAVE PAID WITH RESPECT TO THE PRODUCTS AT ISSUE.

e. **Applicability of Disclaimers and Limitations.** You agree that Information Asset has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations in this Section and that these disclaimers and limitations allocate risk between you and Information Asset and are an essential part of the bargain between us.

9. **Audit/Reporting.** Upon five (5) business days written notice, we may audit your use of the Product at your place(s) of business during normal working hours. Additionally, within thirty (30) days after receiving our written request, you will give us a written certification, in a form that we provide and signed by an officer of your organization that you are complying with this Agreement. Information Asset will make no more than one audit and/or one certification request in any twelve (12) month period. If our audit or your certification reveals that your actual use of the Product exceeds your licensed use or is otherwise not compliant with this Agreement, you will purchase Product licenses for your unlicensed use at the rate of 110% of the Total License Price for the Product, and if the excess is greater than five per cent (5%), pay all our reasonable costs related to the audit.

10. **Miscellaneous.**

a. **Entire Agreement; Amendment.** This Agreement and the documents referred to in this Agreement, constitute the entire and only agreement and understanding between the parties relating to the Product and supersedes all prior or contemporaneous agreements. The terms of this Agreement supersede the terms in any purchase order or other

document you give us. This Agreement may be modified only in a writing signed by you and Information Asset that expressly refers to this Agreement.

b. Governing Law; Jurisdiction; Venue. The laws of the State of New York, U.S.A. will govern this contract and any interpretation of it. A jurisdiction's principles of conflicts of law and the U.N. Convention on Contracts for the International Sale of Goods will not apply. You agree to the exclusive jurisdiction of United States federal and New York state courts sitting in Albany or Rensselaer counties, New York for resolution of any dispute related to this Agreement.

c. Waiver; Severability. Either party's failure to enforce any provision of this Agreement will not constitute a waiver of the provision or of the party's right to enforce the provision. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected or impaired in any way. If the provision in question would be valid or enforceable if modified, then the provision will apply with the modification necessary to make it valid and enforceable.

d. Assignment. You may not assign, sublicense or transfer your rights or delegate your obligations under this Agreement without our written consent. Any attempt by you to transfer this Agreement without our consent will be void, the transferee will acquire no rights whatsoever, and Information Asset will not be required to recognize the transfer. This provision limits both the right and the power to transfer this Agreement and the rights hereunder.

e. Force Majeure. Information Asset will not be deemed in default under this Agreement as a result of any delay in the performance of its obligations due to causes beyond its reasonable control.

f. Export. You agree not to export, reexport, or provide the Product to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List; or (iv) any person or entity where such export, reexport or provision violates any U.S. Export control or regulation.

g. U.S. Government Restricted Rights. If you are an agency of the United States Government, you agree that Product(s) are "commercial computer software" or "commercial computer software documentation" and the Government's rights with respect to such software and documentation are limited by the terms of this License Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

h. Definitions. "**Application Service Provider**" means an entity or person who provides third parties access to the functionality of a computer program over the Internet or other network. "**Derivative Works**" means a work that is based upon, or that translates, recasts or adapts a Product. "**Documentation**" means the user documentation that accompanies the Product. "**Effective Date**" means the date when the parties entered into this Agreement. "**Maintenance**" means Information Asset's delivery to you of updates or upgrades to Software Product as they become commercially available. "**Product**" means the object code form of executable computer programs that Information Asset licenses to you under this Agreement. "**Service Bureau**" means a data processing center performing processing, cleansing, analysis and other services on data for third parties.