

STANDARD TERMS AND CONDITIONS

These Terms and Conditions (the “Terms”), together with a duly executed Service Order (as defined below) between NetArmi LLC, a Commonwealth State of Virginia limited liability company, with a principal location at 1916 Association Drive, Reston, VA 20191 (“NetArmi”) and the customer named therein (“Customer”), form a legal and validly binding agreement (the “Agreement”) between NetArmi and Customer as of the date the Customer signs such Service Order (the “Effective Date”).

1. DEFINITIONS

A. “**Affiliate**” means, with respect to any person, any other person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such person.

B. “**Documentation**” means applicable written directions and/or policies, data sheets, user manuals or portions thereof, which may be in paper or electronic format and are distributed in conjunction with any Products or Services.

C. “**Product(s)**” are any software or hardware provided by NetArmi and corresponding updates and upgrades thereof typically provided in the course of delivering Services as described in the Service Order.

D. “**Service(s)**” are managed security services (e.g. monitoring, management, scanning, testing, assessment, forensics, remediation) or consulting services (e.g. compliance gap remediation, virtual CISO services) provided by NetArmi including access to NetArmi’s hosting servers or those of its hosting service provider(s) intended to enable access to Products via the worldwide web and as described in the Service Order.

E. “**Service Order**” means an order on NetArmi’s standard Service Order form, including any attachments thereto, that describes the Products and/or Services being ordered by Customer including the features, quantities, prices, duration and other terms as appropriate. The Service Order shall not be effective until duly executed by NetArmi and Customer.

2. SCOPE AND ORDER OF PRECEDENCE

A. All terms and conditions set forth in these Terms shall apply to the Service Order and all Products and/or Services to be provided, except to the extent amended pursuant to the express terms of the Service Order.

B. In the event of conflict or inconsistency between the provisions of these Terms and those of the Service Order, the provisions of the Service Order shall take precedent over the conflicting or inconsistent provision in these Terms.

3. TERM and PRICE

A. This Agreement, which consists of the Service Order and these Terms, shall begin on the Effective Date and shall continue for the term stated on the Service Order, provided that the term shall not be less than a minimum of one (1) year.

B. In the event a Service Order expires before a renewal Service Order is executed by the parties and Customer desires to continue to receive Services and is not then in default, the expired Service Order shall convert to a month to month term at NetArmi’s then-current list prices unless and until (i) one of the parties gives at least thirty (30) days prior written notice to the other of its election to terminate the month to month Service; or (ii) the parties execute a renewal Service Order for a new fixed term. If Customer cancels any Service Order before its expiration date for reason other than NetArmi’s breach, then Section 7.D. and 7.E. herein shall apply.

C. **Prices.** NetArmi’s fees and prices for the applicable Products and/or Services are set forth in the Service Order. Typical charges can include: an annual or monthly recurring charge, associated initial, one-

time installation charges, charges for consulting services (if applicable), and out-of-pocket expenses incurred by NetArmi (or its Affiliates, third-party licensors or subcontractors) in connection with installing and performing the Services. Any renewal of the Service Order may be subject to then-current price and fee amendments.

4. PAYMENT

A. **Taxes and Other Fees.** Prices set forth in the Service Order are exclusive of taxes and other government fees, which may be imposed on NetArmi or Customer for the provision or use of the Products and/or Services. Customer will pay such taxes and other fees, except for NetArmi’s U.S. federal and state income tax and NetArmi’s personal property tax. Tax exempt status will be granted to Customer upon presentation of a satisfactory certificate of exemption for each respective taxing jurisdiction.

B. **Invoicing and Payment.** Except for any third party products purchased through NetArmi that are billed one (1) year in advance for a minimum term of one (1) year, Services are billed one (1) month in advance and the first billing cycle may include a partial month Service and a full month Service charge, if the Service is installed and activated during a partial month of Service. All fees and charges are payable for the duration of this Agreement, regardless of whether Customer actually uses the Services. Billing will commence for each Service on the sooner of: i) an active connection with the contracted Customer devices to NetArmi data collector(s) and the security operations center; or ii) thirty (30) days after the date when Customer signs the Service Order. Customer will pay all amounts owed under this Agreement within thirty (30) days from the date of the invoice (the “**Invoice Due Date**”). The billing method shall be via email. All fees and charges hereunder are quoted and payable in U.S. Dollars. All Customer payments shall be made by direct deposit (wire transfer) into NetArmi’s bank account with instructions to be provided on each invoice.

C. **Late Payment and Assurance of Payment.** NetArmi reserves the right to charge interest on past due amounts at the rate of one and one-half percent (1.5%) per month (calculated daily) or, if lower, the highest rate permitted under applicable law.

If Customer’s payments are received late for two (2) consecutive months, Customer shall, within seven (7) days after NetArmi’s email notice, direct deposit into NetArmi’s bank account an additional amount equal to two (2) month’s monthly recurring charges. Upon expiration or termination of this Agreement and if Customer is in compliance with its financial obligations hereunder, all amounts on deposit will be returned to Customer.

D. **Disputed Payments.** In the event Customer reasonably and in good faith disputes any charges invoiced by NetArmi, Customer shall promptly pay all undisputed charges, and shall notify NetArmi in writing of any such disputed amounts prior to the Invoice Due Date, identifying in reasonable detail the disputed amount and reasons for the dispute. All amounts not timely and appropriately disputed in writing prior to the Invoice Due Date shall be deemed final and not subject to further dispute. If Customer was billed in error, a credit for the amount billed incorrectly will be made to the next invoice. If the amount was billed correctly, Customer will pay the amount within seven (7) days of confirmation.

E. **Suspension or Termination of the Services.** If payment in full for Products and/or Services under the Service Order (other than for charges validly disputed by Customer in good faith) is not received by NetArmi by the Invoice Due Date, NetArmi, without waiving any other remedies to which it may be entitled, shall also have the right to suspend or terminate the Services should payment default remain uncured seven (7) days after Customer receives an email notice from NetArmi of such default and intention to suspend or terminate the Services. NetArmi may decide not to accept additional Service Orders from Customer until all past due amounts have been paid. Following payment, NetArmi shall reinstate the account provided that Customer furnishes satisfactory assurance of its ability to pay for the Services. No cancellation or termination under this provision shall relieve Customer from its

obligations to pay for Products and/or Services under any Service Order not so canceled or terminated. NetArmi has the right to terminate this Agreement in the event the Services are terminated in accordance with the foregoing. Customer shall reimburse NetArmi for all reasonable costs incurred in collecting any past due payments, including collection costs, legal fees, and court costs. NetArmi shall have no obligation or liability to Customer for any non-acceptance of Service Orders, suspension or termination of Services under this Section 4.E.

5. AUTHORIZATION AND CUSTOMER RESPONSIBILITIES

A. NetArmi grants Customer a limited, non-transferable, non-exclusive license to access and use during the term of this Agreement, the Products and Services as provided by NetArmi solely for Customer's internal security purposes in accordance with the Documentation and the conditions and limitations set forth in this Agreement.

B. Customer (i) will use the Products and/or Services for its internal security purposes, and (ii) will not, for itself, any Affiliate of Customer or any third party: (a) sell, rent, license, lend, assign, distribute, publish, transfer or otherwise make available any of the Products and/or Services; (b) decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any source code of the Products, in whole or in part; (c) copy, modify or create Derivative Works (as defined in Section 9.B.) of the Products and/or Services, except that Customer may make a reasonable number of copies of the Documentation for its internal use (provided Customer reproduces on such copies all proprietary notices of NetArmi or its Affiliates or third-party licensors as instructed by NetArmi); or (d) remove from any Products or, Documentation any language or designation indicating the confidential nature thereof or the proprietary rights of NetArmi or its Affiliates or third-party licensors. In addition, Customer will not, and will not permit third parties to, (l) use any Products on a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider basis; (II) alter any aspect of any Products; or (III) except as permitted by NetArmi in writing, assign, transfer, distribute, or otherwise provide access to any of the Products and/or Services to any third party or otherwise use any Products and/or Services with or for the benefit of any third party.

C. **Cooperation.** Customer acknowledges that NetArmi's performance and delivery of the Services are contingent upon: (i) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, network and information as deemed reasonably necessary for NetArmi to perform or implement the Services, and (ii) Customer's timely decision-making, providing the requested information, assistance and granting of approvals or permissions as needed. NetArmi will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Customer's delay in performing or failure to perform its responsibilities under this Agreement.

D. If and to the extent that NetArmi (or any of NetArmi's third-party licensors or subcontractors), through providing Services hereunder, is required to connect to Customer devices via non-standard means, such as Customer's VPN or other indirect connection, then, to the extent that the provision of Services requires access to such managed or co-managed devices in connection with any incident response or help desk request, NetArmi shall not have responsibility or liability for any failure to perform or delay in performing its obligations hereunder to the extent such failure or delay is caused by such indirect access.

E. Customer shall not use the Service for any purpose prohibited under applicable law. Customer understands that transmission of any material in violation of United States or applicable state regulations is prohibited, including without limitation, any copyrighted material, threatening or obscene material and material protected by trade secret.

6. INDEMNIFICATION

A. Except to the extent attributable to the negligence or willful misconduct of Customer, NetArmi shall indemnify and hold Customer and its Affiliates harmless from and against any and all loss, liability, damage and expense (including reasonable attorneys' fees) incurred by Customer or its Affiliates arising out of any third party claim and a judgment rendered by a court of competent jurisdiction for damage to any property, injury to or death of any person, or violation or alleged violation of any applicable export laws, orders or regulations of any governmental authority with jurisdiction over NetArmi's activities in

connection with this Agreement but solely to the extent caused by any act or omission of NetArmi.

B. Except to the extent attributable to the negligence or willful misconduct of NetArmi, Customer shall indemnify and hold NetArmi (including its third-party licensors and subcontractors) and its Affiliates harmless from and against any and all loss, liability, damage and expense (including reasonable attorneys' fees) incurred by NetArmi (or its third-party licensors and subcontractors) or its Affiliates arising out of any third party claim and a judgment rendered by a court of competent jurisdiction for damage to any property, injury to or death of any person, or violation or alleged violation of any applicable export laws, orders or regulations of any governmental authority with jurisdiction over Customer's activities in connection with this Agreement but solely to the extent caused by any act or omission of Customer.

7. **TERMINATION** Either party in accordance with the following may terminate this Agreement:

A. **Default.** If either party is in breach of this Agreement (other than for failure by Customer to pay any undisputed amounts due hereunder which are covered under Section 4.E. above), in order for such breach to constitute a default, the other party shall give the breaching party notice in writing of such breach. If the breach has not been cured to the non-breaching party's reasonable satisfaction within thirty (30) days of such written notice (the "**Notice Period**"), then the non-breaching party may terminate this Agreement effective at the end of the Notice Period immediately upon written notice to the breaching party and without penalty. NetArmi may revoke or suspend this Agreement in its entirety if Customer (or any of its Affiliates) is in material breach of any other agreement with NetArmi or NetArmi Affiliates.

B. **Cause.** Either party may terminate this Agreement by written notice to the other party, if the other party: (i) becomes insolvent; (ii) admits inability to pay its debts generally as they become due; or (iii) ceases to function as a going concern or to conduct its operations in the normal course of business.

C. **Remedies.** In the event of termination for breach or cause, the non-breaching party shall have the right to pursue any or all remedies available to it at law or in equity.

D. **Early Termination.** If Customer terminates or cancels purchase of Products and/or Services under the Service Order for reasons other than NetArmi's breach prior to the expiration of this Agreement, Customer will pay NetArmi: i) a termination charge (as liquidated damages and not as a penalty) including: a) all non-recurring, disconnection or termination charges reasonably incurred by NetArmi on Customer's behalf and b) the full amount of the remaining monthly recurring charges for the remainder of the term of this Agreement; and ii) all unpaid fees for Services accrued or performed up to the termination date of this Agreement. All termination charges and unpaid fees shall be due and payable within five (5) days after such termination date.

E. Upon termination, except as otherwise provided in this Agreement, Customer shall, within ten (10) days, return or destroy, at NetArmi's option, all copies of the Products and Documentation and any other materials in its possession or under its control that was provided by NetArmi to Customer hereunder, and shall furnish to NetArmi an affidavit signed by an officer of the Customer certifying that such delivery or destruction has been fully effected. Confidential Information returns are further defined in Section 8.

F. No termination pursuant to this Section shall relieve either party of any of its obligations under this Agreement intended to continue, including, without limitation, the obligation to pay for any Products and/or Services prior to such termination.

8. **CONFIDENTIALITY** "Confidential Information" shall include without limitation (whether disclosed orally, visually or in writing): (i) all requests for quotations and proposals for Products and/or Services, including resulting Service Orders, (ii) all prices, rates and other financial information related to the Products and/or Services, (iii) all information relating to the customers of either party, including customer lists, (iv) software, product plans, marketing and sales information, "know-how", or trade secrets, and (v) all information one party provides to the other which is clearly identified as "confidential" or "proprietary".

A. **Protection.** Confidential Information disclosed by either party to the other shall be held by the recipient in confidence and not: (a) used

by the recipient for personal advantage of any kind, or (b) made available for third parties to use. Each party agrees to protect the Confidential Information of the other party in the same manner and care that it protects its own Confidential Information of like kind and in no event using less than reasonable care. Each party shall limit the disclosure of Confidential Information to its directors, officers, employees, Affiliates, subcontractors, consultants, third-party licensors and representatives on a "need-to-know" basis in connection with their performance under this Agreement, provided that each have agreed to comply with all of the terms of this Section 8.

B. **Exclusions.** The following information shall not be Confidential Information if: (i) it is or becomes available to the public through no wrongful act of the receiving party; (ii) it is already in the possession of the receiving party as evidenced in reliable written records and not subject to any agreement of confidence between the parties; (iii) it is received from a third party without restriction for the benefit of the disclosing party and without breach of this Agreement; (iv) it is independently developed by the receiving party without the use of any Confidential Information of the disclosing party as evidenced in reliable written records of the receiving party; (v) it is disclosed pursuant to a requirement of law or a duly empowered government agency or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to the disclosing party unless such notice is prohibited.

C. **Return of Confidential Information/Termination.** Upon termination or expiration of this Agreement, the receiving party shall at the disclosing party's request, either return or destroy all of the disclosing party's Confidential Information and so certify in writing.

D. **Remedies.** If the receiving party discloses or uses (or permits or threatens to disclose or use) any Confidential Information of the disclosing party in breach of the confidentiality protections hereunder, the disclosing party shall have the right, in addition to any other remedies available at law or equity, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

E. Each party's obligations with respect to this Confidentiality Section 8 shall continue for two (2) years past the termination or expiration of this Agreement.

9. **PROPRIETARY RIGHTS**

A. **Customer Proprietary Rights.** Customer represents and warrants that it has the necessary rights, power and authority to transmit Customer Data (defined below) to NetArmi under this Agreement so that, when received and processed by NetArmi, its Affiliates, third-party licensors, or subcontractors in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law. Customer shall indemnify, defend and hold harmless NetArmi, its Affiliates, third-party licensors and subcontractors from and against any claim, loss, damage, liability or expense arising out of the use of Customer Data as contemplated by this Agreement. Customer owns all right, title and interest in and to (i) information, data and other content, in any form or medium, that is collected, downloaded, transmitted or otherwise received, directly or indirectly, from the Customer for purposes of implementing and using any Products or Services ("**Customer Data**"), and (ii) all intellectual property rights, including but not limited to patents, copyrights, trademarks, trade secrets and other proprietary information ("**IP Rights**") of Customer that may be made available to NetArmi in the course of providing Services under this Agreement.

Customer grants to NetArmi, its Affiliates, third-party licensors, and subcontractors a limited, non-exclusive license to use the Customer Data for the purposes contemplated by this Agreement in order to perform the Services as contemplated hereunder. In the course of delivering Services, NetArmi (including its third-party licensors and subcontractors) and its Affiliates may use the Customer Data for cross-customer analysis and correlation that does not identify a particular Customer. This Agreement does not transfer or convey to NetArmi, its Affiliates or any third party any right, title or interest in or to the Customer Data or any associated IP Rights, but only a limited right of use as granted in accordance with this Section 9.A.

B. **NetArmi's Proprietary Rights.** NetArmi or its third-party licensors will own all right, title and interest in and to the Products, Services, Documentation and any enhancements, improvements or modifications made to the Products, Services or Documentation ("**Derivative Works**"), including all IP Rights therein and thereto throughout the world. This Agreement does not transfer or convey to

Customer or any third party any right, title or interest in or to the Products, Services, Documentation and/or Derivative Works or any associated IP Rights, but only a limited right of use as granted in and revocable in accordance with this Agreement. In addition, except as set forth in Section 9.A., Customer agrees that NetArmi or its third-party licensors are the owners of all right, title and interest in all Derivative Works developed by NetArmi, its third-party licensors, Affiliates or subcontractors in connection with the performance of the Services hereunder and of general applicability across NetArmi's customer base. Without limiting the foregoing, NetArmi will own all right, title and interest in and to all information, data and other content that is derived from processing Customer's original data using any Products or Services (e.g. advisory data, threat data, vulnerability data), including all derived data about or created by Products or Services through interactions with Customer ("**Processed Data**") and associated IP Rights therein made available to Customer in NetArmi's provision of its Products and Services.

10. **FORCE MAJEURE** Neither party shall have any claim or right against the other party (the "**Affected Party**") for any failure of or delay in performance by the Affected Party if the failure or delay is caused by or the result of causes beyond the reasonable control of the Affected Party, including, but not limited to, acts of God, fire, flood, hurricane, or other natural catastrophe; terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof; or any civil or military authority, national emergency, insurrection, riot or war; inability to obtain equipment, material or other supplies, or other similar occurrence beyond the control and without the fault or negligence of the Affected Party. Notwithstanding the foregoing, if the excusable delay exceeds ninety (90) days, the non-Affected Party may terminate this Agreement immediately upon written notice without incurring any termination liability hereunder.

11. **NOTICES**

A. Notices and communications concerning this Agreement shall be addressed to:

If to Customer, to the address or email address set forth in the Service Order; and

If to NetArmi, to the address or email address set forth below:

NetArmi LLC
1916 Association Drive
Reston, VA 20191
Attn: Legal Department
Phone: 202-930-1965
email: legal@netarmi.com

or at such other address as either party may designate to the other in writing.

B. Notices shall be sent by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service or by electronic transmission, and shall be deemed delivered (i) on the date of return receipt acknowledgment (in the case of US Mail), (ii) on the next day after the sending of the notice (in the case of overnight delivery service) or (iii) on the date of transmission (in the case of electronic transmission) if such notice is transmitted during normal business hours at the receiving party's location (otherwise it will be deemed received on the next business day).

12. **LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES**

A. NETARMI WARRANTS THAT FOR A PERIOD OF SIXTY (60) DAYS AFTER THE DATE OF THE FIRST INVOICE ("WARRANTY PERIOD") TO CUSTOMER, THE PRODUCTS WILL CONFORM TO THE SPECIFICATIONS SET FORTH IN THE DOCUMENTATION AND ANY RELEVANT DATA SHEET OR PROMOTIONAL LITERATURE PROVIDED BY NETARMI. IN THE EVENT THAT THE PRODUCTS FAIL TO CONFORM TO SUCH SPECIFICATIONS DURING THE WARRANTY PERIOD, NETARMI SHALL USE BEST EFFORTS TO REPAIR AND CORRECT SUCH ERRORS SO THAT THE PRODUCTS CONFORM TO SUCH SPECIFICATIONS.

B. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 12.A. ABOVE, NETARMI MAKES NO WARRANTIES OR CONDITIONS,

EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, AND NETARMI SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. FURTHER, NETARMI DOES NOT WARRANT THAT USE OF THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTWITHSTANDING THE FOREGOING, NETARMI DOES NOT EXCLUDE LIABILITY TO THE EXTENT THAT SUCH LIABILITY MAY NOT BE EXCLUDED OR LIMITED BY LAW.

13. **LIMITATION OF LIABILITY** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, THIRD-PARTY LICENSORS, RESELLERS, EMPLOYEES, OFFICERS, DIRECTORS, SUBCONTRACTORS, AGENTS AND OTHER REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST OR CORRUPTED DATA OR SOFTWARE, BREACH OF DATA OR SYSTEM SECURITY, LOSS OF USE OF SYSTEMS OR NETWORKS OR THE RECOVERY OF SUCH, LOSS OF BUSINESS OPPORTUNITY, WHETHER FOR, AMONG OTHER THINGS, BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) IRRESPECTIVE OF WHETHER THE OTHER PARTY HAS ADVISED OR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EXCEPT FOR BREACH OF SECTION 5.B. BY CUSTOMER AND CUSTOMER'S PAYMENT OBLIGATIONS, EITHER PARTY'S AGGREGATE LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO THE LIABILITY DURING THE PRIOR SIX (6) MONTH PERIOD. THE PARTIES HEREBY WAIVE ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE THEM OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.

14. **ASSIGNMENT** Customer may not assign this Agreement without the prior written consent of NetArmi, which consent will not be unreasonably withheld or denied. This Agreement may be assigned in whole as part of a corporate consolidation, merger, spin-off or any sale of all or substantially all of the business, assets or stock of either party, provided that it notifies such other party at least thirty (30) days prior to the effective date of such event and that the transferee agrees to be bound by all of the terms and conditions of this Agreement. NetArmi may assign or transfer this Agreement to an Affiliate or successor without consent. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

15. **COMPLIANCE WITH LAWS** Each party agrees to conduct its business in a reputable manner and agrees to comply with all federal, state and municipal laws, rules, regulations, and codes of ethics that are binding upon or applicable to the parties or their business, equipment or personnel under or related by this Agreement.

16. **GOVERNING LAW** This Agreement and all acts and transactions pursuant hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth State of Virginia, without regard to its conflict of law principles.

17. **WAIVER OF JURY TRIAL** THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO.

18. **PASSWORD SECURITY** It is Customer's sole responsibility to monitor use of its user ID and password ("**Access Codes**") for all purposes. Customer accepts all responsibility for the security of Customer's Access Codes.

19. **EXPORT LAWS** Each party, at its own expense, will comply with all applicable laws, orders and regulations of any governmental authority with jurisdiction over its activities in connection with this Agreement. Each party will furnish to the other party any information required to enable the other party to comply with applicable laws and regulations related to the Products. NetArmi and Customer acknowledge that Products licensed or sold under this Agreement are subject to the export control laws and regulations of the United States or those of other countries from which they were supplied and in which they are used and agree to abide by those laws and regulations.

20. **PUBLICITY** Any press release regarding this Agreement and/or the party's relationship hereunder and the use of the other party's name and logo shall be pre-approved in writing by both parties.

21. **GENERAL PROVISIONS**

A. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement and to execute the Service Order or other attachments thereto on behalf of such party and any of its Affiliates. The parties agree that the United Nations Convention for Contracts for the International Sale of Goods shall not apply to this Agreement.

B. The relationship of the parties hereunder shall always and only be that of independent contractors. No provision of this Agreement shall be construed to create a joint venture or partnership between the parties.

C. If any provision in this Agreement shall be held invalid, illegal or unenforceable, the unaffected provisions shall remain in full force and effect.

D. This Agreement, including the Service Order and any attachments and exhibits to the Service Order, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, written or oral. This Agreement may be modified at any time only by written agreement of the parties.

E. No waiver of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach.

F. Each party agrees that the delivery of signatures to the Service Order by email / scanned pdf format shall have the same force and effect as delivery of original signatures and that each party may use such email / scanned pdf format signatures as evidence of the execution and delivery of the Service Order to the same extent that an original signature could be used.