

GTB Technologies

Software License and Services Agreement

IMPORTANT – PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE DOWNLOADING, INSTALLING, OR USING THE PRODUCT. BY DOWNLOADING, INSTALLING, ACCESSING, OR OTHERWISE USING THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, GTB IS UNWILLING TO LICENSE THE PRODUCT TO YOU.

This Software License and Services Agreement (this "**Agreement**") is a legal agreement between you, a license purchaser and/or any end user, either an individual or an entity, including their employees and third party contractors who provide services ("**You**" or "**Your**") and GTB Technologies, Inc. ("**GTB**") for the license of one or more of the GTB software products (the "**Software**") either embedded in the GTB hardware device (the "**Hardware**") or not embedded. The Software and / or Hardware are collectively /or individually referred to as, the "**Product**".

1. DEFINITIONS.

"**Documentation**" means GTB's published user and administration manuals and other documentation for the Software that are furnished to You by GTB.

"**Hosting Services**" means the specific GTB'S internet-accessible service, which may include its software known as Software as a Service ("SaaS") solutions, that provides use of GTB'S Software that is hosted by GTB or its services provider and made available to You over a network on a term-use basis.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Software**" means the object code version of the GTB proprietary software product specifically listed in the applicable Order Form(s). The Software includes all component parts and features, any copies or derivatives thereof in whole or in part, any associated media and the following: machine-readable runtime instructions and object code, whether or not in printed form, and not in the form of human readable (source) code; machine-readable data, such as a data base; related licensed materials, including user documentation in any form; and all enhancements and modifications thereto furnished by GTB or its authorized resellers.

2. SOFTWARE LICENSE.

2.1 License Grant. Subject to and conditioned upon Your compliance with all terms and conditions set forth in this Agreement, GTB hereby grants You a non-exclusive, non-sublicensable, non-transferable license, during the Term to (a) where applicable, download, copy, and install in accordance with the Documentation one (1) copy of the Software; and (b) access, use and run the Software as properly installed in accordance with this Agreement and the Documentation or if hosted by GTB, solely as set forth in the Documentation and solely for Your internal business purposes. In addition to the foregoing, You have the right to make one copy of the Software solely for archival purposes and one copy of the Software solely for backup purposes, provided that You shall not, and shall not allow any person to, install or use any such copy other than if and for so long as the copy installed in accordance with the preceding sentence is inoperable and, provided, further, that You uninstall and otherwise deletes such inoperable copy(ies). All copies of the Software made by You (i) will be the exclusive property of the Licensor; (ii) will be subject to the terms and conditions of this Agreement; and (iii) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

2.2 Ownership. The Software and the Hosting Services are protected by United States patent, copyright laws and/or other intellectual property laws, and international treaty provisions. You acknowledge that GTB and its third party licensors, if any, retain all rights, title and interest in the following, including all Intellectual Property Rights therein: (a) the Software, including, but not limited to, all copies, versions, customizations, modifications (to the Software or GTB's templates and pattern files provided by You to GTB), compilations and derivative works thereof (by whomever produced) and all related documentation; (b) the GTB trademarks, service marks, trade names, icons, logos and domain names; (c) any and all copyright rights, patent rights, trade secret rights and other intellectual property and proprietary rights throughout the world in the Software and Hardware; (d) the Hosting Services; and (e) all Confidential Information (as defined below). The Software is licensed, not sold, to You for Your use only as provided herein. You acknowledge that Your possession, installation, or use of the Software or the Hosting Services does not transfer to You any ownership, title, or registrable interest of any kind to the intellectual property in the Software or the Hosting Services, and that You will not acquire any rights to the Software or Hosting Services except as expressly set forth in this Agreement. GTB reserves all rights not expressly granted to You under this Agreement. Should You decide to submit any materials to GTB via electronic mail, through or to GTB website(s), or otherwise, whether as feedback, data, questions, comments, ideas, concepts, techniques, suggestions or the like, You agree that such submissions are unrestricted and shall be deemed non-confidential upon submission. You grant to GTB and its assigns a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license, with the right to sublicense, to use, copy, transmit, distribute, create derivative works of, commercialize, display and perform such submissions. The parties agree that all inventions, product improvements, and modifications to the GTB Product(s) conceived of or made by GTB that are based, either in whole or in part, on Your ideas, feedback, suggestions, work order, or recommended improvements are the exclusive property of GTB, and all right, title and interest in and to any such inventions, product improvements, and modifications will vest solely in GTB.

2.3 Restrictions. You agree not to: (a) modify, correct, adapt, alter, translate, enhance, or otherwise create derivative works or improvements of the Software or Hosting Services; (b) rent, lease, sublicense, loan, sell, distribute, market or commercialize any portion of the Software, the Hosting Services, or its components to any third party; (c) use the Software other than as described in the Documentation; (d) install, store or execute the Software on any server, desktop, or other computer operated by any parent, subsidiary, and/or affiliated company of You or by any other party; (e) permit any third parties to benefit from the use or functionality of the Software or the Hosting Services, either directly or via a facility management, timesharing, service bureau or any other arrangement; (f) assign or otherwise transfer any or all of the rights granted to You under this Agreement without GTB's prior written consent; (g) rename files of, modify, translate, localize, decompile, disassemble, decrypt, emulate, reverse engineer, attempt to derive source code from, remove any proprietary notices from, or create derivative works based upon the Software or the Hosting Services, in whole or in part; (h) contest or oppose any Intellectual Property Rights associated with the Software or the Hosting Services or advise or consult with any party engaging in such contest; (i) remove any

proprietary notices or labels on the Software, including, but not limited to, the GTB and Software names wherever they may appear; (j) employ or authorize a GTB Competitor (where GTB Competitor is defined as a person or entity in the business of developing, distributing, or commercializing Internet security products or services substantially similar to or competitive with GTB's products or services) to use or view the Products, Hosting Services, Documentation and any other GTB Confidential Information; (k) cause, encourage or assist any third party to do any of the restrictions set forth in this section, or will not offer a competing product or functionality for sale and / or license; (l) use any residuals of GTB's Confidential Information including but not limited to its Software or Documentation, where "residuals" means that Confidential Information disclosed or used in either tangible or non-tangible form that may be retained in the memories of Your representatives; (m) conduct any benchmark or stress tests, competitive analysis on, or publish any performance data of the Products, the Hosting Services or any GTB products / services; (n) create competing products and/or services, nor apply for Intellectual Property Rights or patent protections using any knowledge acquired from the use of the Product (s) or Hosting Services or Documentation, nor adapt, vary, enhance or modify any portion of the Product(s), nor permit any person or entity under its control to do so; (o) use the Software or Hosting Services in any way that causes, or may cause, damage to the Software, Hosting Services or platform or impairment of the availability or accessibility of the Software or Hosting Services; or (p) use the Software or Hosting Services in any way that is unlawful, illegal, fraudulent or harmful.

2.4 Export Restrictions & Regulation. The Software cannot be exported or re-exported. You acknowledge that the Software and related technical data and services (collectively "Controlled Technology") are subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws and will not to export any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All GTB products, including the Controlled Technology are prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. You hereby agree that You will not export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

2.5 United States Government Legend. If software or services are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), the software, services and related documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101. The software and documentation consists of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users license the software and documentation with only those terms and conditions set forth herein. The Software is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19; or (ii) in similar clauses in other federal regulations, including the NASA FAR supplement. You shall not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software.

2.6 Third Party Programs & Open Source. Certain components of the Products may incorporate third-party software programs, data and/or libraries ("Third Party Components"). You agree that GTB's third-party licensors and suppliers are intended third party beneficiaries of all terms and conditions of this Agreement intended to protect Intellectual Property Rights in the Products and limit certain uses thereof; however, such third-party licensors have no obligations hereunder. Certain of the Products may also include open source software, which is subject to the terms of the applicable open source software license agreement. The licensing terms in such open source software license agreement shall supersede the licensing terms of this Agreement to the extent required by the applicable open source license agreement. All open source software is provided WITHOUT ANY WARRANTY INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If (and to the extent) required by the applicable open source software license agreement, GTB will make available the required source code for the applicable open source software in response to Customer's request emailed to info @ gtb.com. This clause 2.6 does not grant You any rights to the proprietary code or other intellectual property of GTB. **2.7 Hardware.** If the Software is shipped embedded in Hardware, the Hardware could have been pre-installed and/or refurbished.

3. HOSTING SERVICES. If you purchase Hosting Services pursuant to an Order Form, the terms set forth in this Section 3 shall apply in addition to the other provisions of this Agreement.

3.1 Provision of Hosting Services. GTB agrees to provide You with the Hosting Services in accordance with the applicable Statement of Work. GTB reserves the right, in its sole discretion, to modify the Hosting Services from time to time, including its third-party hosting provider. GTB, its affiliates, or subcontractors may perform some or all of GTB's duties and/or obligations hereunder. GTB reserves the right to suspend the Hosting Services or terminate this Agreement effective upon notice for a violation of the Agreement.

3.2 Service Levels. GTB will use commercially reasonable efforts to make the Hosting Services available in accordance with prevailing hosting industry standards, taking into account Your workstations and the speed of their connection to the GTB's hardware and/or the hosting provider which GTB has licensed (the "Technical Standards"). GTB will use commercially reasonable efforts under the circumstances to remedy any interruptions, omissions, mistakes, accidents, or errors in the Hosting Services (hereinafter "Defects") and restore the Hosting Services substantially in accordance with the Technical Standards. If the Hosting Services fail to substantially conform to the Technical Standards over a continuous period of thirty (30) days after written notice to GTB of such nonconformity, You may, at Your sole and exclusive remedy terminate the Hosting Services, provided that the Defect is not caused or contributed to, directly or indirectly, by any act or omission of You or Your customers, affiliates, agents, representatives, invitees or licensees, other than normal use of the Hosting Services in accordance with this Agreement. This Section 3.2 sets forth GTB's sole liability and Your sole remedies for any claim relating to the Hosting Services, including any failure to meet any guarantee set forth herein. GTB's records and data shall be the basis for all service level calculations and determinations.

3.3 Access and Security. All access to the Hosting Services shall be controlled by user names and passwords initially issued by GTB to You as well as created by You. Each user name and password will be unique to each user that You designate is authorized to access the Hosting Services. You are solely responsible for the security of the user names and passwords issued to Your users. Any access to the Hosting Services using such user names and passwords will be deemed access by You. You acknowledge and understands that the Hosting Services are provided via a third-party public cloud service and understand the inherent risks associated with such service. You shall (a) notify GTB immediately of any unauthorized use of any password or user name or any other known or

suspected breach of security; (b) report to GTB immediately and use reasonable efforts to stop any unauthorized use of the Hosting Services that is known or suspected by You, and (c) not provide false identity information to gain access to or use the Hosting Services.

3.4 Your Responsibilities. You agree to: (a) provide commercially reasonable information and assistance to GTB to enable GTB to deliver the Hosting Services. You acknowledge that GTB's ability to deliver the Hosting Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance; (b) comply with all applicable local, state, national and foreign laws in connection with its use of the Hosting Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. You acknowledge that GTB exercises no control over the content of the information transmitted by You through the Hosting Services; (c) not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights; (d) not nor permit others to conduct any stress tests, competitive benchmarking or analysis on, or publish, disclose, divulge, or otherwise make available, including but not limited to benchmark results, vulnerability scans and/or tests, comparison results including scorecards / battlecards of any kind, or performance test results to any third party; (e) be solely responsible for the acts and omissions of Your end users; (f) implement and maintain commercially reasonable cybersecurity measures consistent with prevailing data security standards in the Your industry this includes, but is not limited to, ensuring the replacement of default passwords with robust alternatives both during implementation and in accordance with industry best practices; and (g) grant GTB a limited, non-exclusive, and non-transferable license, to copy, store, configure, perform, display and transmit Your content solely as necessary to provide the Hosting Services to You.

3.5 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3.2, "SERVICE LEVELS" ABOVE, GTB (a) MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE HOSTING SERVICES IT IS PROVIDING, AND (b) DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. GTB DOES NOT GUARANTEE THAT THE HOSTING SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT GTB WILL CORRECT ALL HOSTING SERVICES ERRORS. YOU ACKNOWLEDGE THAT GTB DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE HOSTING SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. NEITHER GTB NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE HOSTING SERVICES WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL GTB OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF YOUR OR ANY USER'S DATA, FILES, OR PROGRAMS.

4. TERM AND TERMINATION. This Agreement is effective as of the date the Product is received and will terminate when the support and / or subscription services for the Product (s) are not renewed, or if this is an assessment/evaluation order, as stated on the order form mechanism (the "Term"). This Agreement will also terminate automatically and immediately if You fail to comply with any term or condition of this Agreement or fail to pay any amounts due and payable to GTB or its authorized reseller, and such termination shall be in addition to and not in lieu of any criminal, civil or other remedies available to GTB. Upon such termination, You agree to immediately stop using the Software, purge the Software from the Hardware, destroy any copies of the Software and related documentation in any form, and provide GTB written certification of the same. The preceding sentence and Sections 2.1, 2.2, 2.3, 2.4, and Sections 3 through 23 shall survive any termination of this Agreement.

5. PAYMENT TERMS. You shall pay all invoices issued by GTB under this Agreement in within thirty (30) business days of the date of the invoice unless otherwise stated in an Order Form. In consideration of the Software licenses and Support Service obligations granted to You, one-time and first year Subscription Fee shall be invoiced on the Order Form Effective Date. Fees stated in any Order Form / ordering mechanism are good for the specified Subscription term. Subsequent Subscription Fees may be invoiced thirty (30) day, before the annual anniversary of the Delivery Date. GTB reserves to right to change fees / prices as of the beginning of any subsequent/renewal Subscription term. During the initial 30-day period, GTB will issue a temporary 30-day license, which will be changed to a production license for the remainder of the term at the time GTB receives payment. All payments are non-refundable. All amounts that are not paid by You when due shall be subject to a late charge equal to one and one-half percent (1.5%) per month, or, if less, the maximum amount allowed by applicable law, calculated on the outstanding balance from the due date until the date of full payment. If payment of any fee is overdue, GTB, at its sole discretion, may suspend licenses, provision of the Services and/or cancel Subscription or Subscription renewal related to the overdue fee until such delinquency is corrected. All purchase orders placed with GTB shall be subject to GTB's written acceptance, this Agreement, and the purchase order(s) shall not change, alter, or modify any term of this agreement. No purchase order shall be binding upon GTB until the earlier of the date of GTB's written acceptance of such purchase order in the form of an invoice or the date of delivery of Software licenses or Support Services included in such purchase order. GTB expressly disclaims and rejects any terms and / or conditions appearing in such purchase order that are in addition to, or inconsistent with this Agreement. This applies whether a GTB Order Form is signed or not. You shall be responsible for payment of all taxes (other than taxes based on GTB's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from any payments due to GTB under this Agreement or the delivery of the Software to, license of the Software to, or performance of any services for, You. GTB shall invoice You for all such fees, duties, and charges. You shall make all payments to GTB free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments to GTB shall be Your sole responsibility, and You shall provide GTB with official receipts issued by the appropriate taxing authority, or such other documentary evidence that GTB may reasonably request, to establish that such taxes have been paid.

6. HIGH RISK ACTIVITIES / EXCLUDED USES. The Software is not fault tolerant. The Software is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation and/or communication systems, air traffic control, mass transit, transportation, utilities, medical applications, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage, or mass destruction (collectively, "High Risk Activities" or "Excluded Uses"). **GTB expressly disclaims any express or implied warranty of fitness for High-Risk Activities or Excluded Uses. You agree that GTB will have no liability of any nature as a result of any such use of the Software.**

7. CONFIDENTIALITY. You agree that the Software, including, but not limited to, all source and object code components, screen shots and displays, graphical user interfaces, algorithms, formulae, data structures, scripts, application programming interfaces and protocols, benchmark, vulnerability, or performance test results performed by You, and the documentation (collectively the "Confidential Information") are trade secrets of GTB and are owned by GTB or, where applicable, its third-party licensors. You agree to retain all Confidential Information in strict confidence at least with the same amount of diligence that You exercise in preserving the secrecy of Your most-valuable information, but in no event less

than reasonable diligence. You agree to: (a) only disclose Confidential Information to Your employees and agents to the extent required to use the Software or the Hosting Services under the terms of this Agreement and not to disclose or disseminate the Confidential Information to any third party without the prior written consent of GTB, (b) use the Confidential Information solely for Your benefit as provided for herein and not to allow any third party to benefit from the Confidential Information; (c) bind Your employees and agents, by terms no less restrictive than those set forth herein, to maintain the confidentiality of such Confidential Information, and not use or disclose such information except as permitted under this Agreement; (d) not use any residuals of GTB's Confidential Information where "residuals" means that Confidential Information disclosed in either tangible or non-tangible form that may be retained in the memories of Your representatives; and (e) You will not use any Confidential Information in any way detrimental to GTB. Notwithstanding the disclosure of any Confidential Information for any reason, such Confidential Information shall continue to be owned by GTB or its licensors. GTB reserves the right to disclose any personal information about You or Your use of the Product, including its contents, without Your consent, if GTB has a good faith belief that such action is necessary to: (i) comply with legal requirements or process; (ii) protect and/or defend the rights or property of GTB, its affiliates or suppliers; or (iii) enforce the terms of this Agreement.

8. **ACCEPTANCE.** In the event that this Agreement is the result of a Customer Evaluation Agreement then the Product is considered accepted and the warranty period shall begin as of the earlier of either the Purchase Order date or the expiration date of the Customer Evaluation Agreement. In the event this is the result of a Purchase Order or telephonic and/or facsimile order or that there are multiple sites, acceptance of the Product, or any part thereof, at the first such delivery shall constitute acceptance at all sites and / or subsequent sites.

9. **PERFORMANCE WARRANTIES AND LIABILITY LIMITATIONS.**

9.1 **Performance Warranties.** GTB warrants that, for sixty (60) days following acceptance of the Product(s) and / or services furnished under this Agreement or the deliverables provided pursuant to a Work Order hereunder (the "Warranty Period"), the Software, exclusive of Third Party Components, will substantially conform to its Documentation. GTB does not warrant that the Software will perform without error or that it will run without immaterial interruption. To the extent that You notify GTB in writing during the applicable Warranty Period of any material non-conformity of the GTB Product(s) or deliverables with such acceptance level, and provide GTB with (a) Your estimation of the severity of such non-conformity and (b) such printouts, typescripts, documentation and other details of such non-conformity as GTB shall request, GTB's sole obligation and Your sole and exclusive remedy for breach of this warranty is to use reasonable commercial measures to remedy or provide a work-around for such non-conformity. In determining the timing of its response, GTB shall be entitled to take into account the severity of the non-conformity. In the event that GTB determines that the Product(s) is not in non-compliance in such respect, You shall reimburse GTB for its services at GTB's then current consulting rate for such services. In the event that this Agreement is the result of a Customer Evaluation Agreement then the Product is considered accepted and the warranty period shall begin as of the earlier of either the Purchase Order date or the expiration date of the Customer Evaluation Agreement. In the event that there are multiple sites, acceptance of the Product, or any part thereof, at the first such delivery shall constitute acceptance at all subsequent sites. To the extent its agreement with a supplier of Third-Party Components permits, GTB shall pass through to You any performance warranty relative to such Third Party Components; provided, however, that GTB makes no additional or supplemental warranty with respect thereto. GTB warrants that its technical and consulting services will be of a professional quality conforming to generally accepted industry standards and practices. During the thirty (30) day period following completion of any such services, GTB shall, upon receipt of written notice from You describing a breach of the foregoing warranty in such reasonable detail as is requested by GTB, will at its own expense, and as Your sole and exclusive remedy for breach of this warranty, promptly re-perform the Professional Services the services described in such written notice so as to conform to generally-accepted industry standards and practices. These warranties do not cover defects or nonperformance due to causes and products external to the Product(s), and are not valid with respect to such defects or nonperformance. e. If the Product(s) is not in substantial compliance with the warranties contained in this Agreement at the end of the Warranty Period, GTB shall extend the Warranty Period until the Product(s) is brought into such compliance. If any modification is made to the Product(s) by You without GTB's approval, this Warranty shall immediately be terminated with respect to such modified software. Correction for difficulties or defects traceable to Your unauthorized modifications or unauthorized systems changes shall be billed to You at GTB's standard time and material charges. GTB makes no warranties with regard to Third Party Components. GTB agrees to transfer and assign to You all of GTB's rights and interests in and with respect to all purchase agreements for Third Party Hardware Materials being supplied under this Agreement, if any. The preceding sentences, in conjunction with Your right to terminate this Agreement for breach where applicable, states Your sole remedy and GTB's entire liability for breach of the warranty.

9.2 **No Other Warranties.** UNLESS OTHERWISE SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS AND HOSTING SERVICES ARE PROVIDED BY GTB "AS IS" AND GTB DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.3 **Liability Limitations.** IN NO EVENT SHALL GTB, OR ANY APPLICABLE LICENSOR, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR INDIRECT DAMAGES, IN CONNECTION WITH OR ARISING OUT OF THE LICENSES GRANTED HEREIN OR YOUR USE OF THE LICENSED MATERIALS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY AND REGARDLESS OF WHETHER GTB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GTB BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PATENT AND OTHER INTELLECTUAL PROPERTY CLAIMS, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT, EVEN IF GTB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ENTIRE LIABILITY FOR GTB UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR PRODUCTS IN CONNECTION WITH THE CLAIM BY YOU TO GTB IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION APPLIES REGARDLESS OF WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THESE LIMITS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO THE PARTIES. IF ANY JURISDICTION HAVING APPLICABILITY TO THIS AGREEMENT DOES NOT PERMIT ANY SUCH LIMITATIONS AND/OR EXCLUSIONS, THEN (I) EACH WARRANTY THAT CANNOT BE EXCLUDED WILL BE LIMITED IN TIME

TO THE DURATION OF THE APPLICABLE WRITTEN WARRANTY CONTAINED IN SECTION 9.1; AND (II) GTB'S TOTAL LIABILITY TO YOU FOR BREACH UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT STATED IN THIS SECTION. YOU ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE MATERIAL AND ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. You also acknowledge and agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

10. **INDEMNIFICATION.** You agree to defend, indemnify and hold harmless GTB and its affiliates, and each of its and their respective officers, directors, employees, agents, subcontractors, successors and assigns from any losses, damages, costs, liabilities, or expenses resulting from any third-party claim or allegation ("Claim") arising out of or relating to (a) use of the Software or the Hosting Services by You or on Your behalf, (b) breach of any representation, warranty, covenant, or obligation under this Agreement; or (c) gross negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by You or on Your behalf with respect to the Software, Hosting Services, or otherwise in connection with this Agreement.
11. **GOVERNING LAWS; VENUE.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Florida except that body of law controlling conflicts of law and excluding the Convention on Contracts for the International Sale of Goods. The parties agree that the Uniform Computer Information Transactions Act, or any version thereof, adopted by any state located in the United States, in any form (the "UCITA"), will not apply to this Agreement. To the extent that the UCITA is applicable, the parties agree to opt out of the applicability of the UCITA pursuant to the opt-out provisions contained therein. In the event of any controversy, claim, or dispute arising under or relating to this Agreement or the support and Hosting Services, including the existence, validity, interpretation, performance, termination or breach thereof, the parties to this Agreement hereby expressly and irrevocably consent to the personal jurisdiction and venue of the federal courts sitting within the Southern District of Florida (Southern Division), unless no federal subject matter jurisdiction exists, in which case the parties consent to jurisdiction and venue in the Superior Court of Palm Beach County, Florida. The parties expressly waive all defenses of lack of personal jurisdiction and forum nonconveniens with respect to such federal and state courts.
12. **WAIVER OF JURY TRIAL.** Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Agreement or the transactions contemplated hereby.
13. **AUDIT.** An auditor, selected by GTB and reasonably acceptable to You, may, upon reasonable notice and during normal business hours, but not more often than once each year, inspect Your records and deployment in order to confirm that Your use of the Software complies with this Agreement. GTB shall bear the costs of any such audit, except where the audit demonstrates that the Manufacturer's Suggested Reseller Price (MSRP) value of Your non-compliant usage exceeds five percent (5%) of the MSRP value of Your compliant deployments. In such case, in addition to purchasing appropriate licenses for any over-deployed Software, You shall reimburse GTB for the auditor's reasonable actual fees for such audit.
14. **SEVERABILITY.** If any provision of this Agreement is determined by a court to be unenforceable, the parties agree that the provision will be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.
15. **STATUTES OF LIMITATION.** No action, regardless of form, arising out of this Agreement may be brought by You more than 12 (twelve) months after the cause of action has arisen.
16. **FORCE MAJEURE.** Neither party shall be liable for any claims, damages, refunds, or costs hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of: (1) any provision of any present or future law or regulation of the United States or any applicable law that applies to the subject matter hereof; or (2) anything such as strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, any government action, acts of terrorism, earthquakes, power outages, epidemic / pandemic / viral or communicable disease outbreak, quarantines, lack of or inability to obtain fuel, power, components, or materials, disruption of supply chains, disruption of transportation systems, disruption of labor force, national emergency, or any other cause that is beyond the reasonable control of such party.
17. **INSURANCE AND WAIVER OF SUBROGATION.** You agree to obtain insurance coverage to cover 100% of any losses incurred due to Your reliance on GTB's Software or Hosting Services. You shall look solely to your insurer for recovery of any loss and You hereby waive any and all claims for such loss against GTB and that Your insurance policy will contain a clause providing that such waiver would not invalidate the coverage.
18. **BASIS OF BARGAIN.** EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL, BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.
19. **HEADINGS.** Paragraph and section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.
20. **AMENDMENTS.** GTB reserves the right, at its sole discretion and without notice to You, to change, modify, add or remove portions of this Agreement at any time, with the most current version found at <https://gttb.com/wp-content/uploads/2016/02/GTB%20Technologies%20T&C.pdf> or You can email a request to receive the most recent version to info@gttb.com.
21. **GTB PARTNER TRANSACTIONS.** If You purchase a license to the Software from a GTB Partner: (i) the terms of this Agreement apply to Your use of the Software; and (ii) the terms of this Agreement prevail over any inconsistent provisions in Your purchase order and / or Your separate Agreement with the GTB Partner.
22. **EQUITABLE RELIEF.** You hereby acknowledge a breach of this Agreement would cause irreparable harm and significant injury to GTB that may be difficult to ascertain and that a remedy at law would be inadequate. You agree that GTB shall have the right to obtain immediate injunctive relief, without the posting of a bond, to enforce the obligations under this Agreement in addition to any other rights and remedies it may have.

23. **PERMISSION TO LIST YOU AS A CUSTOMER.** Unless you direct otherwise by sending an email to us at [legal @gttb.com](mailto:legal@gttb.com) (read receipt required), which direction may be given at any time, you agree that GTB may display your company name and logo (in accordance with any trademark guidelines you may provide) as a GTB customer in a manner that does not suggest your use or endorsement of any specific GTB product or service.
24. **GENERAL.** The foregoing terms comprise the entire and exhaustive statement of the agreement between GTB and You relating to or arising out of Your use of the Product and Hosting Services (if applicable). No modification, whether oral or written, to any of the terms and conditions of this Agreement will be binding unless specifically agreed to in writing and signed by a duly authorized officer of GTB. This Agreement shall prevail notwithstanding any different or inconsistent terms in any ordering or other document issued by You. Failure or delay in enforcing any right or term or condition of this Agreement shall not be deemed a waiver of such right or term or condition with respect to any subsequent breach or continuance of any existing breach after demand for strict performance. If GTB employs attorneys to enforce any rights arising out of or relating to this Agreement, then GTB shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.