



CTX/SOLTRA EDGE END USER LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN YOU AND NC4 SOLTRA LLC, A WHOLLY OWNED SUBSIDIARY OF NC4 INC. (“NC4”) FOR THE CTX/SOLTRA EDGE SOFTWARE, WHICH INCLUDES CTX/SOLTRA EDGE VERSION 2.9 AND LATER VERSIONS, OTHER COMPUTER SOFTWARE, AND MAY INCLUDE ASSOCIATED MEDIA, PRINTED MEDIA, AND “ON-LINE” OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, THE “SOFTWARE”). IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON OR LEGAL ENTITY TO THESE TERMS.

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1. BINDING AGREEMENT

Upon acceptance, this Agreement is enforceable against You, and any person or entity that obtains the Software through You or on whose behalf the Software is used.

Your license to use the Software, as further set forth in Section [4] of this Agreement, depends on Your compliance with all the terms and conditions of this Agreement.

2. NC4 CTX/SOLTRA SOFTWARE ACCOUNT

2.1. Before using the Software You must complete the registration process by providing us with current, complete, and accurate information as prompted by the Registration Form on the website. You must provide and maintain accurate information, including a valid email address, in Your account on soltra.com. In the event that any of the information is found to be invalid, Your license under this Agreement will immediately terminate.

2.2. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of Your password and account, and You are responsible

for any and all activities that occur under Your account. You agree to immediately notify NC4 of any unauthorized use of Your account or any other breach of security. Such notification shall, in no way, relieve You of any other obligation in this Agreement.

3. NO SUPPORT OF THE SOFTWARE

This Agreement in no way obligates NC4 to support the Software in any way, and nothing in this Agreement shall be construed to impose upon NC4 any obligation to enhance, upgrade, fix or otherwise maintain the Software. Notwithstanding the forgoing, NC4 or its designees may, from time to time and in their sole discretion, publish or otherwise make available changes, updates, enhancements, bug fixes or other revisions to the Software (collectively, “Changes”). NC4 may, in its sole discretion, make Your continued use of the Software contingent upon Your installation of any of these Changes. To receive any Changes made available by NC4, You must have Internet access and your copies of the Software must be registered with NC4.

4. GRANT OF LICENSE

- 4.1. Subject to Your adherence to the terms and conditions of this Agreement and for the Term (as defined below), NC4 grants You a limited, non-exclusive, non-transferable, non-sublicensable, and revocable end-user license to copy the Software in order to install it on the local hard disk(s) or other permanent storage media of one (1) computer (cloud or internet-based platforms excluded) and use the Software on a single computer or terminal at a time (“License”) solely for the Purpose (as defined below). As part of the License, You may make one (1) copy of the Software as an archival backup copy, provided that Your backup copy is not installed or used on any computer. Any other copies You make or authorize are in violation of this Agreement.
- 4.2. You may use the Software only to exchange information about the activities of actual or potential network intruders solely for the purpose of assisting You in the defense of Your network infrastructure (the “Purpose”). In order to use the Software, You must configure the Software by designating and authenticating those third parties with whom You are sharing information.
- 4.3. NC4 may limit the number of third parties that You may authenticate for information sharing. NC4 may enforce this restriction using technical means which may interfere, in whole or in part, with Your use of the Software.
- 4.4. This License applies to any Changes made available to You after the date You obtain Your initial copy of the Software, unless such Changes are accompanied by separate terms. This License is limited to the object code form of the Software, and no license is granted to You to the human readable code of the Software (the source code).

5. Term and Termination

- 5.1. The License is for a period of ninety (90) days from the earlier of the date of general availability of the Software, or the date You first download or install the Software (“Term”), unless terminated earlier as provided herein. This Agreement may be renewed upon agreement between You and NC4 and issuance to You by NC4 of a product key for continued use of the Software under such Agreement.
- 5.2. NC4 is entitled to terminate this License or suspend further use of the Software with immediate effect, and to take all measures necessary to enforce such an immediate suspension or termination, if NC4 determines, in its sole discretion, that immediate suspension or termination is: (i) required by Applicable Law; (ii) necessary to prevent harm to NC4, its licensors, or any of the end users of the Software; or (iii) reasonably necessary to enforce the terms of this Agreement.

6. Further Copy and Use Terms

- 6.1. You may not, without NC4’s express written consent, which consent may be given or withheld in NC4’s sole discretion, reverse engineer, modify, adapt, or create derivative works of the Software or any accompanying materials.
- 6.2. Some jurisdictions may offer a limited right to reverse engineer a product. To the extent such law may be applicable, neither You nor Your agents may (i) do so in excess of what such law permits, or (ii) use or export such reverse engineering results outside of the jurisdiction to which such law applies.
- 6.3. You may not rent, lease, lend, sell, distribute or sublicense the Software or any component of it. You may not use the Software to provide services to third parties.
- 6.4. You may not use the Software in any manner that could damage, disable, overburden, or impair or interfere with any other party’s use and enjoyment of the Software, any other software, any hardware, or any other facilities. You may not attempt to gain unauthorized access to, trespass upon, burden, disrupt, corrupt or otherwise damage any service, account, computer systems or networks associated with NC4 or its licensees.
- 6.5. You agree not to use the Software to harass abuse, threaten, infringe intellectual property, or otherwise cause harm to NC4 or any third parties.
- 6.6. You shall not remove, alter or otherwise conceal NC4’s name and logos as they appear on the Software, and You shall not use any other name or logo in connection with the Software.

7. NOTICE TO U.S. GOVERNMENT END USERS

For U.S. Government End Users, NC4 agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212); Section 503 of the Rehabilitation Act of 1973, as amended; and the regulations in 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

The Software, including its documentation, are deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

8. COMPLIANCE WITH LICENSE

Upon request from NC4 or NC4’s authorized representative, You will, within thirty (30) days, fully document and certify that Your use of any and all Software is in conformity with this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. As between You and NC4, NC4 retains all right, title and interest in and to the Software and to any modifications, improvements, upgrades, updates, or derivative works made thereto, whether such are made by NC4 or You, and regardless of the media or form of the original download, whether by the internet, disk or otherwise. Except as expressly set forth in this Agreement, You obtain no rights in the Software or any intellectual property of NC4 and its Affiliates.
- 9.2. You will not, at any time during or after the Term of this Agreement, dispute or contest, directly or indirectly, NC4’s exclusive right and title to the Software or the validity thereof. You may not attempt to develop any software that contains the “look and feel” of any of the Software.
- 9.3. NC4 retains all right, title and interest in and to all the NC4 and Soltra trade names, trademarks, service marks, or other product or business names of NC4, and this Agreement does not grant permission to use the trade names, trademarks, service marks, or product or business names of NC4.

10. COLLECTION OF DATA

You agree that NC4 may collect and use technical information related to Your use of the Software. Such information may include, without limitation, information about Your use of the Software and information about the devices and system on which the Software resides. NC4 may use this information to improve the Software, its products, services or technologies, and will not disclose such information in a form that personally identifies You or any data or messaging that may be stored or transmitted in or through Your use of the Software.

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NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NC4 OR A NC4 AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION ON

APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NC4, ITS AFFILIATES OR LICENSORS, OR THIRD PARTY LICENSEES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF NC4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NC4'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE PRO-RATED PORTION OF THE CURRENT LICENSE TERM AMOUNT ACTUALLY PAID BY YOU FOR USE OF THE SOFTWARE. YOU AGREE THAT WITHOUT THE LIMITATIONS SET FORTH IN THIS SECTION 13 AND THE IMMEDIATELY PRECEDING SECTION 12, THE FEE CHARGED FOR THE SOFTWARE WOULD BE HIGHER.

14. THIRD PARTY CONTENT

Through Your use of the Software, You may receive content or messaging from third parties that may be inaccurate, untruthful, defamatory, false, illegal, objectionable or otherwise offensive or inappropriate. You agree that NC4 is not responsible in any way for reviewing, editing, verifying, approving or otherwise examining or evaluating such content or messaging. The dissemination of any content or messaging through the Software by third parties shall not be viewed as any endorsement, sponsorship, agreement, publication, or distribution of such content or messaging by NC4, and by facilitating the dissemination thereof through the Software, NC4 is in no way communicating that such content or messaging is accurate, virus-free, correct, truthful, legal, complete or in any other way acceptable.

15. INDEMNIFICATION

You agree to indemnify, defend and hold harmless NC4, its Affiliates, its licensors, and third party licensees, and their respective directors, officers, employees and agents (collectively, "Indemnified NC4 Parties"), from and against any claims, losses, damages or expenses (including reasonable attorney fees, expenses and disbursements) (collectively, a "Loss") by third parties relating to Your use of the Software, or otherwise pertaining to any messaging or content communicated or stored by You through the Software.

In the event any claim is brought against any Indemnified NC4Party that may give rise to an indemnifiable Loss, NC4 shall provide You with reasonable notice of such claim (provided that any failure of or delay in notice may excuse You from Your indemnification obligations under this Agreement solely to the extent such delay or failure materially prejudices You) and shall provide You with reasonable cooperation at Your expense in connection with such claim. You shall be entitled, with our participation, to control the handling of any such claim and to defend or settle any such claim, in Your sole discretion, with counsel of Your own choosing, provided, however that You shall not enter into any settlement imposing liability or obligation on NC4 without NC4's prior written consent. NC4 will have the right, at its option and expense, to participate in the defense of any such claim through counsel of its own choosing but such participation shall not relieve You of Your obligations to defend such claim.

16. GENERAL PROVISIONS

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified by NC4. NC4 may modify this Agreement at any time without notice, by NC4's posting such modified version of this Agreement on its website, located at www.soltra.com or a writing signed by an authorized officer of NC4. Except as provided in Section 7, this is the entire agreement between NC4 and You relating to the Software, and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software. You agree that You are responsible for complying with all laws regarding the installation and use of the Software.

17. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the law of the State of New York, as applied to agreements entered into and to be performed entirely within the State of New York between State of New York residents, without regard to any conflict of laws principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

18. ELECTRONIC NOTICES

You agree that NC4 may provide You with information about the Software, system messages, new or changed services or features, Software licenses and renewals, and other information through the NC4 Soltra website or via email.

19. ADDITIONAL TERMS AND AGREEMENTS

This Agreement does not confer any right or remedy upon any person other than NC4 and You, and there are no intended third party beneficiaries of this Agreement. Any person who is not the

licensee under this Agreement has no right under the U.K.'s Contracts (Rights of Third Parties) Act 1999 or otherwise to rely upon or enforce any provision of this Agreement.

20. CERTAIN DEFINITIONS

- “Affiliates” means any entity controlled, controlled by, or under common control with a party, where “control” means (i) ownership of 50 percent or more of the equity interest in an entity, (ii) the right to direct the vote of 50 percent or more of the voting interests of an entity, or (iii) the right generally to direct the activity and business of the entity.
- “*Applicable Law*” means any applicable U.S. federal, state or local law, regulation or other legal requirement (including applicable rules and regulations of self-regulatory organizations such as stock exchanges and industry associations), or other applicable non-U.S. law, regulation or other legal requirement.
- “*You*” (and “*Your*”) means any individual or legal entity exercising permissions granted by this Agreement.

If You have any questions regarding this Agreement, or if You wish to request any information from NC4, please use the address and contact information included with the Software or via the web at www.soltra.com to contact NC4.

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