

**ADDENDUM TO THE CONVERUS EULA, AND
THE EYEDetect SUBSCRIPTION SOFTWARE ADDENDUM
Between
LARAMIE COUNTY AND CONVERUS, INC.**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Converus, Inc., 610 S 850 E, Ste #4, Lehi, UT 84043-3945 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the EULA referred to by the parties as the "EULA" (attached as "Attachment A" and incorporated herein) and "The EyeDetect Subscription Software Addendum", referred to by the parties as the "ESSA" (attached as "Attachment B" and incorporated herein) whereby CONTRACTOR is to provide EyeDetect Subscription software intended to enhance the ability of COUNTY to screen applicants for its hiring process. The ESSA is an addendum to the EULA, and taken together provide an Agreement between the parties, and for the purpose of this Addendum are collectively referred to as "Agreement".

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. RESPONSIBILITIES OF CONTRACTOR and COUNTY

A. CONTRACTOR shall provide and complete the services described in Agreement.

B. COUNTY shall pay CONTRACTOR pursuant to the attachment in Agreement. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. MODIFICATIONS

A. A. The penultimate sentence of the ESSA shall be modified as follows: "Except as expressly stated in this ESSA, the terms and conditions of the original EULA, **as amended by the Amendment between Laramie County and Converus, Inc.**, remain unchanged and in full force and effect between Converus and Customer."

A. B. The first term of the Terms and Conditions of Exhibit A to the ESSA, titled "The ESSA Sales Order" shall be modified to: "All EyeDetect Products and Services listed herein are provided under the Terms and Conditions specified in the ESSA & EULA **and as amended by the Addendum between Laramie County and Converus, Inc.**"

A. C. Section 1.6 of the EULA, after the third sentence ending in "...substantially equivalent to any of the foregoing." And preceding the final sentence, shall be modified to add the following sentence: **"Converus acknowledges that Customer will use a reference number, designed to avoid use of any personally identifiable information of Customer Data."**

A. D. Section 1.8 of the EULA shall be modified to add to the end of the first sentence: **"...in such confidence, inasmuch as is permitted under the Wyoming Public Records Act in light of the fact Customer is a governmental entity."**

A. E. Section 6 of the EULA is replaced in its entirety by the following provision: **"Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other."**

F. Section 9.6 is stricken and of no force and effect.

V. ADDITIONAL PROVISIONS

1. Entire Agreement: The Agreement (9 pages in total: 4 pages of the ESSA which includes 1 page of Exhibit A as the Essa Sales Order, 5 pages of the EULA), and this Addendum (4 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

2. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

3. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

4. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

5. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

6. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

7. Indemnification: Each party to this Agreement and Addendum shall assume the risk of any liability arising from its own conduct. In no event shall such liability exceed in value the fees for services paid or payable by COUNTY to CONTRACTOR pursuant to this Agreement and Addendum. Neither party agrees to insure, defend or indemnify the other.

8. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

9. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

10. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

11. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

[signatures on the following page]

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Laramie County Clerk

Date _____

CONVERUS, INC:

By: _____
Authorized Signature – Todd K. Michelsen, Pres. & CEO

Date 13 June 2024

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Laramie County Attorney's Office

Date 6-25-24

YEDETECT SUBSCRIPTION SOFTWARE ADDENDUM

This EyeDetect Subscription Software Addendum (“**ESSA**”) to the Converus End User License Agreement (“**EULA**”) is effective as of the date included in the signature block below and is between CONVERUS, Inc., (“**Converus**”), a Delaware corporation, and the Laramie County Government (“**Customer**”). Converus and Customer are each referred to individually as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used in this ESSA, which are not defined herein, will have the meanings set forth in the EULA.

In consideration of the terms, conditions, and covenants contained in the EULA and in this ESSA, the parties hereby agree as follows:

1. Definitions

- 1.1. “**Admin User**” means any employee, contractor, agent or third-party to whom Customer gives authorization to access and use the EyeDetect Subscription Software as an administrative user.
- 1.2. “**Authorized Users**” means any employee, contractor, agent or third-party to whom Customer gives authorization to access and use the EyeDetect Subscription Software, including any Admin User.
- 1.3. “**EyeDetect Test**” means a credibility assessment test, administered by a Test Proctor using EyeDetect Products, which is used to render a credibility score for an Examinee.
- 1.4. “**Examinee**” means a person who will undergo or has undergone a credibility assessment test using EyeDetect Products and EyeDetect Subscription Software.
- 1.5. “**EyeDetect Subscription Software**” means the software applications licensed to Customer by Converus under this ESSA, as described in the ESSA Sales Order – Exhibit A, regardless of whether provided for use on a standalone basis, embedded in or included with Products, or for integration and/or use with other equipment, hardware, software, or products, and including all Documentation, bug fixes, updates, enhancements, or other releases of any of the foregoing. For purposes of clarity, “Software” also includes any items owned or licensed by a party other than Converus, but that are sold, licensed, or provided by or through Converus under this ESSA, EULA, or other EyeDetect Agreement.
- 1.6. “**Effective Date**” means the last date indicated in the signature block of this ESSA.
- 1.7. “**ESSA Sales Order**” means a description issued by Customer identifying those Products to be purchased and/or Software licensed by Customer (including Software license keys purchased by Customer) and/or any other EyeDetect Services, whether issued by Converus and/or executed by Customer prior to or after the Effective Date.
- 1.8. “**Test Proctor**” means any person that administers an EyeDetect Test using EyeDetect Products to render a credibility score for a specific Examinee.

2. **Agreement.** This ESSA governs Customer’s purchase and use of EyeDetect Subscription Software and, as set forth in the ESSA Sales Order – Exhibit A and related EyeDetect Services that will form part of this ESSA. Other terms and conditions may apply to certain EyeDetect Subscription Software, where such terms are provided or presented to Customer.

3. Fulfillment of EyeDetect Subscription Software, User Credentials, Modifications and Beta Software

- 3.1. **Fulfillment.** During the applicable Subscription Term as defined in the ESSA Sales Order – Exhibit A, Converus will provide to Customer the EyeDetect Subscription Software purchased by Customer, in accordance with the terms of this ESSA. Converus will provide Customer notice, which may be delivered electronically, of any planned downtime. Fulfillment will occur upon Customer’s receipt of Products required for access to the EyeDetect Subscription Software. If agreed upon in the ESSA Sales Order – Exhibit A, Converus will provide EyeDetect Services related to such EyeDetect Subscription Software.
- 3.2. **User Credentials.** Converus will provide Customer with at least one set of Admin User login credentials for the EyeDetect Subscription Software, and Customer will ensure such login credentials are used only by Admin Users

with training on their proper use. Admin Users may create any number of login credentials for Authorized Users deemed necessary by Customer. Customer's Authorized Users will protect the confidentiality and security of all user credentials and maintain user credential validity, which may include updating PINs. Customer will be liable for any use of the EyeDetect Subscription Software through such use by any Authorized Users. To the extent Converus provides EyeDetect Services to Customer to help resolve issues resulting from changes made to the EyeDetect Subscription Software by any Authorized Users, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of this ESSA.

3.3. Beta Software. If Converus makes available to Customer any pre-release version of a Converus software application ("**Beta Software**"), Customer may choose to use such Beta Software at its own discretion, provided, however, that Customer will use the Beta Software solely for purposes of evaluation of said software and no other purpose. Customer agrees that Beta Software is provided "as-is" and without representations or warranties or other commitments or protections from Converus. Converus will determine the duration of the evaluation period for any Beta Software, in its sole discretion, and Converus may discontinue any Beta Software at any time. Customer acknowledges that Beta Software has not been fully tested and may contain defects or deficiencies.

4. EyeDetect Subscription Software License, Pricing, and Restrictions.

4.1. EyeDetect Subscription Software License. Subject to compliance by Customer and its Authorized Users, including payment terms, Converus hereby grants Customer and its Authorized Users an unlimited, non-transferable, non-sublicensable, and non-exclusive license to use the EyeDetect Subscription Software identified in the ESSA Sales Order – Exhibit A, and the associated Documentation, solely for the business purposes identified by Customer in the ESSA Sales Order – Exhibit A. The foregoing license grant will be limited to use in the United States and to the Subscription Term (as defined in 5.1) specified in the ESSA Sales Order and will continue for the applicable Subscription Term. In addition, Authorized Users using any browser-enabled device may log into and access the EyeDetect Subscription Software remotely.

4.2. End User Licenses. Notwithstanding any provision to the contrary in this ESSA, certain EyeDetect Subscription Software may be governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open-source software, included in the EyeDetect Subscription Software. Customer and its Authorized Users will comply with such additional license agreements.

4.3. Initial Subscription Period Pricing. Customer pricing for the EyeDetect Subscription Software License for the Initial Subscription Period will be based on the number of Customer's full-time employees and an estimate of the number of EyeDetect Tests to be administered by Customer.

4.4. Renewal Subscription Year Pricing. Pricing for the Initial Subscription Period and subsequent Renewal Subscription Year(s) will be based on an estimate of the number of EyeDetect tests to be administered and scored by Customer. Converus reserves the right to conduct an audit of Customer's use of the EyeDetect Subscription Software at any time to determine the quantity of tests administered, and Customer agrees to cooperate with such audits. If the quantity of tests administered by Customer significantly exceeds the estimated test volume for any Subscription Period, Converus reserves the right to increase the price of the Renewal Subscription Years accordingly. Furthermore, Converus reserves the right to increase pricing in Renewal Subscription Years due to increases in inflation using rates tied to the Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics. Customer will pay all invoices in accordance with the payment terms in this ESSA

5. Subscription Term, Addendum Term, Termination and Wind-Down.

5.1. Subscription Term. The term of Customer's subscription for the EyeDetect Subscription Software, including multiple iterations ordered at once, and any EyeDetect Services purchased as part of this ESSA, or any recurring EyeDetect Service will commence on the Beginning Date and Ending Date shown in the ESSA Sales Order – Exhibit A.

The period between the Beginning Date and Ending Date is the "**Initial Subscription Period**." Following the Initial Subscription Period, Customer's use of the EyeDetect Subscription Software and any recurring EyeDetect Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless

either Party notifies the other Party of its intent not to renew with at least thirty (30) days' notice prior to the Ending Date of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Converus reserves the right to increase Fees prior to any Renewal Subscription Year. In such case, Converus will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the ESSA Sales Order – Exhibit A, if Customer orders any additional EyeDetect Subscription Software or recurring EyeDetect Services under this ESSA during an in-process Subscription Term, the subscription for each new EyeDetect Subscription Software or recurring Service will (a) commence upon delivery of such EyeDetect Subscription Software or recurring EyeDetect Service and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew with at least thirty (30) days' notice prior to the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the ESSA Sales Order – Exhibit A, the Subscription Terms for all EyeDetect Subscription Software and recurring EyeDetect Services hereunder will be synchronized.

5.2. Addendum Term. The term of this ESSA addendum will commence on the Beginning Date shown the ESSA Sales Order – Exhibit A and will continue until the expiration or termination of all Subscription Terms under this ESSA, unless this ESSA or other Agreement is terminated earlier in accordance with the terms of said agreement.

5.3. Wind Down of EyeDetect Subscription Software. In addition to the termination rights in the EULA, Converus may terminate the ESSA Sales Order – Exhibit A and Subscription Term, in whole or in part, in the event Converus plans to cease offering the applicable EyeDetect Subscription Software or EyeDetect Services to customers.

6. Payment. Unless otherwise provided in the ESSA Sales Order – Exhibit A (and notwithstanding the provisions of this ESSA), Customer will prepay the annual subscription Fee set forth in the ESSA Sales Order – Exhibit A for each iteration of EyeDetect Subscription Software and associated recurring EyeDetect Service before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for EyeDetect Subscription Software and associated recurring EyeDetect Services may include one-time Fees, such as start-up fees, onboarding fees, test preparation fees, or others indicated in the ESSA Sales Order – Exhibit A. Converus will have the right to suspend the EyeDetect Subscription Software and any recurring EyeDetect Services if Customer fails to make any payments when due.

Except as expressly stated in this ESSA, the terms and conditions of the original EULA remain unchanged and in full force and effect between Converus and Customer. The parties execute this ESSA by their duly authorized representatives effective as of date shown below.

IN WITNESS WHEREOF, the Parties hereto executed this ESSA as of the Effective Date indicated below.

Converus, Inc.	Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A – ESSA SALES ORDER

BILL TO		SHIP TO	
CONTACT	Heather Rudy	Same as Bill To	P.O. NUMBER TBD
CUSTOMER	Laramie County Government		ORDER DATE TBD
ADDRESS	1910 Pioneer Ave. Cheyenne, WY 82001		SUBSCRIPTION START DATE TBD
			TERMS Net 30

ACTIVITY	QTY	LIST PRICE	DISCOUNT	AMOUNT
TYPE OF SOFTWARE SUBSCRIPTION³		RECURRING ANNUAL PAYMENT		
Law Pre-Employment Screening & Investigative (Diagnostic) Testing <i>(For a full list of included items on initial purchase, see formal proposal sent to Heather Rudy on Apr. 24, 2024)</i>	1	\$28,800	\$0	\$28,800
TOTAL PRICE for YEAR 1		\$28,800	\$0	\$28,800

³Includes an unlimited use license during the Term of the Subscription.

Terms and Conditions

1. All EyeDetect Products and Services listed herein are provided under Terms and Conditions specified in the ESSA & EULA.
2. Customer indicates its agreement to the details included in this ESSA and its Terms and Conditions upon signing.
3. The individual signing this ESSA represents that s/he has the authority to bind the Customer identified herein to its Terms and Conditions.
4. All fees and pricing described in this ESSA Sales Order do not include taxes and are contingent upon Customer's execution and return of this ESSA Sales Order within 30 days of the Order Date.
5. All fees shall be invoiced, except travel expenses, in advance, beginning on the Order Date and shall be payable upon receipt.
6. Failure by Customer to designate above that a purchase order is required will serve as: (i) formal representation that Customer does not require a purchase order or any additional internal documentation to enter this transaction or pay Converus Inc.; and (ii) formal acknowledgement that this document will be processed and invoiced by Converus Inc. without an applicable purchase order.

USE OF CONVERUS® PRODUCTS AND SOFTWARE (DEFINED BELOW) PROVIDED BY CONVERUS, INC. (“CONVERUS”) IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS (THE “EULA”). PLEASE READ THE EULA CAREFULLY BEFORE ACCESSING OR USING THE PRODUCTS OR SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THE EULA, DO NOT USE THE PRODUCTS OR SOFTWARE.

1. Products and Software.

1.1 **Software License.** Converus hereby grants you a nonexclusive, worldwide, non-transferable, non-sublicensable, royalty-free license, during the Term (as defined in Section 8.1), to use the then-current version of the Software in connection with your use of the Converus hardware and other products you purchase from Converus or a Converus reseller (the “**Products**”) for your internal, non-commercial business purposes in full compliance with this Agreement and the Documentation (as defined in Section 1.6). As between you and Converus, Converus retains all right, title, and interest in and to the Software, including all IP Rights (as defined in Section 3.1). All rights not expressly granted to you are, as between the parties, reserved to Converus. The foregoing license includes Converus’ standard maintenance for the Software for 12 months from the date of your most recent purchase of a license key for the Software. Converus’ standard software maintenance consists solely of software fixes to correct material errors with the Software, plus such additional bug fixes, updates, enhancements, and other releases as Converus chooses to make generally available to its customers as a part of standard software maintenance. The term “**Software**” means the software and applications licensed to you by Converus under this EULA, regardless of whether provided for use on a standalone basis, embedded in or included with Products, or for integration and/or use with other equipment, hardware, software, or products, and including all Documentation (as defined in Section 1.6), bug fixes, updates, enhancements or other releases of any of the foregoing. For purposes of clarity, “Software” also includes any items owned or licensed by a party other than Converus, but that are sold, licensed, or provided by or through Converus under this EULA.

1.2 **Technical Support.** To report an error with the Products or the Software or to receive technical support regarding the Products and/or the Software, you shall first contact the applicable reseller of the Products and Software. In the event such reseller is unable to resolve your technical support issue, Converus shall provide technical support to you as set forth herein. Technical support is limited to Converus using good faith efforts to answer questions about the Software and/or Products during Converus’ normal business hours and is not a substitute for product training or project support.

1.3 **Use and Restrictions.** You covenant to only use the Products, Software, Converus Data (as defined in Section 1.6), and Customer Data (as defined in Section 1.6) in full compliance with this EULA and all applicable existing and future international, national, state, local, or other industry or governmental authority statutes, laws, rules, regulations, orders, codes, permits, authorizations, ordinances, and standards (“**Applicable Law**”). You may only use the Software (a) in accordance with the number of license keys you have purchased from Converus, (b) in conjunction with the Products, and (c) at a workstation that has a Product installed (except for the use of the “Administrative Console” features of the Software, which may be used on computers that do not have a Product installed). You may not use the Software to operate a service bureau, act as an application service provider or otherwise to benefit any third party. If you use the Software to conduct evaluations on any prospective, current or former employees or contractors, you agree to notify such individuals that such an evaluation is being conducted. You shall not: (i) reverse engineer, decompile, disassemble, modify, create derivative works of, or publicly display the Software for any purpose; (ii) attempt to derive the source code from the object code for the Software; (iii) attempt to defeat any license key used to activate the Software; (iv) remove or alter any proprietary notice on the Software; or (v) use any files included with the Software in any other application, unless you have first obtained the necessary developer licenses from Converus. Your use of the Software is subject to audit by Converus to ensure compliance with this EULA.

1.4 **Third-Party Hardware and Software.** You acknowledge that Converus purchases certain equipment and licenses certain software from third parties in connection with Converus’ provision of the Products and licensing of the Software to you.

1.5 **Passwords; Security.** You agree to carefully safeguard all of your passwords. You are solely responsible for all activities that occur under your account. You agree to immediately notify Converus of any unauthorized use of your account or any other breach of security.

1.6 **Functionality.** You acknowledge that you have had an opportunity to review the technical and user manuals and guides used in conjunction with the Products and Software (the “**Documentation**”), and you understand the functionality of the Products and Software and their uses in connection with your business. You assume full responsibility for the selection of the Software to support your business and achieve your intended results, as well as for the accuracy and completeness of (a) all Customer Data, and (b) all decisions made or actions taken based on the Customer Data or any content, data, measurements, results, or other information that arise out of, result from or are otherwise generated by your use of the Products or Software. As used in this EULA, the term “**Customer Data**” means all content, data, measurements, results, and other information that arise out of, result from, or are otherwise generated by your use of the Products or Software that: (a) can be used to identify, contact, or locate a natural person, including name, gender, birth date, address, telephone number, email address, social security number (or non-U.S. equivalent), or driver’s license number; (b) contains profiles, identifiers, or demographic, biometric, or behavioral data that has the capacity to be linked to a specific person; or (c) is substantially equivalent to any of the foregoing. As used in this EULA, the term “**Converus Data**” means any and all content, data,

measurements, results, or other information that is provided by Converus or arises out of, results from or is otherwise generated by your use of the Products or Software, excluding Customer Data..

1.7 Translations. Converus provides the Products and the Software to you in the language specified in the Documentation. You may not translate the Products or the Software. You may request a translation of the Products and/or the Software into a language other than the language specified in the Documentation, which Converus may provide in its sole discretion. If Converus provides such a translation of any of the Products or the Software, you shall only use the translated version provided by Converus and shall have no right to further translate or otherwise modify such Products or Software.

1.8 Confidentiality. You acknowledge that the Products, Software, Documentation, Audit Reports (as defined in Section 5.1) and all other information, data, documents, materials, works, and other content that are provided or used by Converus in connection with the Products or Software or otherwise comprise or relate to the Products or Software (excluding Customer Data) are the confidential information of Converus and are made available to you in strict confidence. Neither you nor any other person or entity connected with you shall directly or indirectly, without the express written consent of Converus, disclose the such confidential information to any third party

2. Warranty and Updates.

2.1. Warranty. Converus warrants that for six months from the delivery of any Products and for 90 days from the delivery of any license keys for any Software (as applicable, the “Warranty Period”), such Products and Software will conform to their respective Documentation in all material respects. If you deliver notice to Converus during the Warranty Period that the Products or Software do not conform to the foregoing warranty, Converus shall, at its expense and option, repair, modify, or replace the Products or Software with Products or Software that comply with the foregoing warranty or, shall refund you the amounts you paid for the applicable Products or Software.

2.2. Updates. Converus may communicate at its discretion with the Products and software to determine whether there are any patches, bug fixes, updates, upgrades or other modifications to improve the Software. You agree to allow such communication and that Products and Software may automatically install any such updates without providing any further notice or receiving any additional consent. Typically, such updates will add additional functionality or improve stability. You understand and agree that Converus may modify or discontinue, temporarily or permanently, the Software (or any part thereof) with or without notice. Converus shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance caused by any updates.

3. Data.

3.1 Ownership and License of Customer Data. You own all right, title, and interest in and to the Customer Data, including all IP Rights therein. As used in this EULA, the term “**IP Rights**” means intellectual property rights and protections throughout the world, whether currently or hereafter recognized, including all: (a) patents, patent applications, and statutory invention registrations (including any reissuances, reexaminations, divisions, continuations or continuations-in-part); (b) trade secret rights under Applicable Law, know-how, proprietary information, concepts, and techniques; (c) copyrights, software (including all source and object code, documentation, technical data, specifications, and designs and any changes, improvements, or modifications thereto or derivatives thereof), designs, and mask works; (d) rights in databases; (e) proprietary indicia, trademarks, service marks, trade names, trade dress, logos, and Internet domain names, together with all goodwill associated therewith; (f) moral rights, rights of privacy, rights of publicity, and similar rights; and (g) any other proprietary rights and protections, including, in each case, all applications and registrations related thereto. You hereby grant to Converus a nonexclusive, worldwide, transferable, sublicensable (through multiple tiers), irrevocable, perpetual, royalty-free, fully paid-up license, during the Term and at all times thereafter, to use the Customer Data for Converus’ business purposes and for quality control and improvement, including the development and exploitation of additional products and services.

3.2 Processing of Customer Data. If you provide or otherwise make Customer Data accessible to Converus, you authorize and request that Converus access, use, store, transfer, and otherwise process, such Customer Data. Converus shall not use Customer Data for purposes other than those set forth in this EULA or as instructed by you. Converus will comply with the Converus Global Privacy Policy, which is available at <http://converus.com/privacy-policy/>. You acknowledge and agree that the control of Customer Data shall at all times remain with you. You are responsible for compliance with your obligations as the controller of Customer Data under Applicable Law with respect to the processing of Customer Data and all other applicable data protection laws. You represent and warrant that, at all times during the Term, you will instruct Converus to access, use, store, and otherwise process Customer Data only on your behalf and only in accordance with this EULA and Applicable Law.

3.3 Sensitive Personal Data. You may not provide or otherwise make accessible to Converus any payment card information, data concerning an individual’s race or ethnic origin, nationality, political or religious beliefs, trade union membership, health or sexual life, or any other information or data that imposes specific security and/or other obligations on Converus under Applicable Law in connection with the processing of such data without Converus’ prior consent.

3.4 **Authority and Consent.** With respect to Customer Data that you provide or otherwise make accessible to Converus, you represent and warrant that: (a) you have obtained all necessary authority to do so; and (b) you have obtained from the individuals concerned all necessary consents under Applicable Law to both the provision and transfer of such Customer Data to Converus and the processing of such data by Converus for the purposes of performance of this EULA, Converus' business purposes, and as otherwise set forth in this EULA.

3.5 **Ownership and License of Converus Data.** As between you and Converus, Converus owns all right, title, and interest in and to the Converus Data, including all IP Rights therein. If you are deemed to have any ownership interest in any Converus Data, then you shall assign, and hereby do assign, irrevocably and on a royalty-free basis, all of such ownership interest or other rights exclusively to Converus. You shall, at Converus' reasonable request and expense, execute and deliver all documents necessary to effect or perfect such assignments. Converus hereby grants you a nonexclusive, worldwide, non-transferable, non-sublicensable, royalty-free, fully paid-up license, during the life of the Products, to use the Converus Data for your internal, non-commercial business purposes.

4. **Export Matters.** The Software and underlying information or technology are subject to U.S. export control laws, including the International Economic Emergency Powers Act, the Export Administration Act, regulations issued pursuant to these laws, and certain regulations promulgated by the United States Department of Treasury Office of Foreign of Assets Controls, all as amended (the "**Export Control Laws**"). You shall not download, export, re-export or otherwise transfer, directly or indirectly, the Software in violation of the Export Control Laws. By using the Software, you acknowledge that (a) you are responsible for obtaining any necessary U.S. government authorization to ensure compliance with U.S. Export Control Laws, and (b) you can contact the U.S. Departments of Commerce and Treasury for guidance as to applicable licensing requirements and other restrictions.

5. **Security.** Converus has implemented and will maintain reasonable administrative, physical, and technical safeguards intended to protect Customer Data against accidental loss, destruction, or alteration or unauthorized disclosure or access. Such measures may include: (a) physical access controls and access controls on information systems, including secure user authentication protocols, secure access control methods, firewall protection, and malware protection; (b) encryption of electronic information to the extent required by Applicable Law; (c) measures to protect against destruction, loss, or damage to Customer Data due to potential environmental hazards, such as fire and water damage, or technological failures; and (d) any other measures deemed reasonable and appropriate by Converus to protect such data.

5.1 **Security Measures.** Converus has implemented and will maintain reasonable administrative, physical, and technical safeguards intended to protect Customer Data against accidental loss, destruction, or alteration or unauthorized disclosure or access. Such measures may include: (a) physical access controls and access controls on information systems, including secure user authentication protocols, secure access control methods, firewall protection, and malware protection; (b) encryption of electronic information to the extent required by Applicable Law; (c) measures to protect against destruction, loss, or damage to Customer Data due to potential environmental hazards, such as fire and water damage, or technological failures; and (d) any other measures deemed reasonable and appropriate by Converus to protect such data.

5.2 **Security Incidents.** If Converus becomes aware of any unlawful access to any Customer Data stored on Converus equipment or in Converus' facilities, or unauthorized access to such equipment or facilities resulting in loss or unauthorized disclosure or alteration of Customer Data (each, a "**Security Incident**"), Converus will promptly, subject to any reasonable restrictions placed on Converus by any law enforcement agency in the process of conducting an investigation relating thereto: (a) notify you of the Security Incident; (b) investigate the Security Incident and provide you with detailed information about the Security Incident; and (c) take commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident. You agree that: (i) an Unsuccessful Security Incident will not be subject to this Section; and (ii) Converus' obligation to report or respond to a Security Incident under this Section is not and will not be construed as an acknowledgement by Converus of any fault or liability with respect to the Security Incident. The term "**Unsuccessful Security Incident**" means a Security Incident that does not result in unauthorized access to Customer Data or to any of Converus' equipment or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents.

6. **Indemnification.** You shall defend, indemnify, and hold harmless Converus, its Affiliates (as defined in Section 9.1) and their respective directors, officers, employees, agents, consultants, successors, and assigns, and SMI against all liabilities, damages, awards, settlements, losses, claims, and expenses, including reasonable legal fees and costs of investigation (collectively, "**Losses**") arising out of third-party claims, suits, actions, or proceedings (each, a "**Claim**") resulting from or arising out of: (a) your use of the Products, Software, Converus Data, or Customer Data or other acts or omissions in violation of this EULA or Applicable Law, including your failure to comply with the requirements of Section 3.4; (b) an allegation that any Customer Data or Converus Data is inaccurate, misleading, or deceptive or was misused or relied on incorrectly by you; or (c) any allegations, demands, or claims from any of your prospective, current, or former employees or contractors that use the Products or Software as required or requested by you or under your direction. In the event of a Claim by a third party with respect to which Converus is entitled to indemnification under this EULA, Converus shall promptly notify you of such Claim; provided, however, that any failure to make such prompt notification shall not relieve

you of your obligations hereunder unless your ability to defend such Claim is materially prejudiced thereby. You shall have sole control over the defense of the Claim and any negotiation for its settlement or compromise, except that you shall not settle any such Claim without first obtaining Converus' prior consent where the settlement of such Claim results in any admission of guilt or liability on the part of Converus, imposes any obligation or liability on Converus, or has a judicially binding effect on Converus (other than monetary liability for which Converus is indemnified by you). Converus may participate in any Claim using its own counsel at its own expense.

7. Limitation of Liability.

7.1 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONVERUS DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTY THAT THE PRODUCTS OR SOFTWARE WILL PROVIDE UNINTERRUPTED OR ERROR-FREE OPERATION, MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR OPERATE SATISFACTORILY IN CONJUNCTION WITH OTHER MANUFACTURERS' HARDWARE OR SOFTWARE.

7.2 No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS EULA, REGARDLESS OF THE FORM OF ACTION AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. For the avoidance of doubt, you agree that any Losses awarded against Converus, or agreed to in settlement in connection with a Claim indemnified hereunder, are direct damages.

7.3 Limitation. EXCEPT FOR YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER, OR (b) LOSSES DUE TO A BREACH OF SECTION 1.8, THE AGGREGATE LIABILITY OF EITHER PARTY UNDER THIS EULA SHALL NOT EXCEED THE AGGREGATE AMOUNTS ACTUALLY PAID BY YOU FOR THE PRODUCTS AND SOFTWARE AT THE TIME SUCH CLAIM AROSE.

8. Term and Termination.

8.1 Term. This EULA shall commence on the date you first accept it and shall continue in full force and effect until terminated pursuant to the provisions hereof (the "Term").

8.2 Right to Terminate. This EULA may be terminated: (a) immediately upon notice to the other party if (i) the other party materially breaches this EULA and, where such breach is remediable, fails to remedy such breach within 30 days of receipt of notice from the terminating party specifying such material breach, or (ii) the other party has a receiver appointed, makes an assignment for the benefit of creditors, is unable to pay its debts as they become due, or undergoes any other insolvency event; and (b) by you upon 60 days' notice to Converus for any reason or no reason.

8.3 Effect of Termination. Immediately upon termination of this EULA, you shall cease using the Software and shall delete or destroy all copies of the Software (including any Documentation or other information related to the Software provided by Converus) and, upon request, shall deliver to Converus a certification in writing that you have deleted or destroyed all copies of the Software and Documentation, and ceased all use of the Software, Converus Data, and Customer Data. Termination of this EULA will not prejudice or affect any right of action or remedy that has accrued or will accrue to either party due to the other party's acts or omissions prior to the effective date of the termination. The provisions of this EULA which by their nature are intended to survive the termination of this EULA (including the provisions of Section 1 (except for the license granted to you therein), Section 3 (except for the license granted to you in Section 3.5), Section 4, Section 5.2, Section 7, Section 8.3, and Section 9) shall survive the termination of this EULA.

9. General Terms.

9.1 Assignment. Converus shall not delegate or assign any duties, rights or claims under this EULA without your prior consent, except that Converus may, upon notice to you, assign this EULA in its entirety to (a) an Affiliate, or (b) any successor entity in the event of Converus' transfer of all or substantially all of its assets or stock, merger, spin-off, consolidation, reorganization, or other business combination; provided, however, that in any of the foregoing events, to the extent Converus has incurred obligations prior to the date of such assignment, Converus shall not be relieved of any of such obligations hereunder except to the extent performed or satisfied by the assignee. You may not, in whole or in part, assign or otherwise transfer this EULA or any of your rights or obligations hereunder. Any delegation or assignment in violation of this Section 9.1 shall be void. This EULA shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns. The term "Affiliate" means with respect to a party on any date of determination, any other entity directly or indirectly controlling, controlled by or under common control with such party as of such date, and the term "control" (including any correlative usages) means (a) the legal, beneficial or equitable ownership, directly

or indirectly, of at least 50% of the equity interests, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies or the election of at least 50% of the board of directors or comparable governing body, whether through the ownership of voting securities, by contract or otherwise.

9.2 Publicity. Converus may use your name on its publicly available list of customers. Other than as expressly set forth in this Section, neither party will issue any press release or public announcement or make any public disclosure (including promotional or marketing materials or customer lists, and regardless whether in the form of news releases, advertising or solicitation materials, or blog or social media postings) regarding the existence or terms of this EULA or the Products or Software without the prior consent of the other party; provided, however, that the foregoing will not prohibit informational releases intended solely for a party's internal distribution.

9.3 Force Majeure. Neither party will be responsible for its failure to perform under this EULA due to causes beyond its reasonable control, including acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities ("**Force Majeure Event**"). Upon the occurrence of any Force Majeure Event that will affect a party's performance under this EULA, the affected party shall promptly give notice to the other party.

9.4 Equitable Remedies. You acknowledge that if you breach this EULA, Converus may have no adequate remedy at law and will suffer irreparable harm as a result of such a breach and will therefore be entitled to equitable remedies, including injunctive relief, without the obligation of posting a bond.

9.5 Use by the U.S. Government; Restricted Rights. The Products and Software provided under this EULA are commercial items, as defined in FAR 2.101, developed exclusively at private expense, used for nongovernmental purposes, and licensed to the public. Any use by the U.S. Government of the Products or Software shall be in accordance with this EULA, as stated in FAR 12.212. If the U.S. government is deemed to have use rights under FAR 52.227 or DFARS 227, all use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19, and all use, duplication and disclosure by Department of Defense agencies is subject solely to the terms of this EULA, as stated in DFARS 227.7202.

9.6 Governing Law. This EULA shall be governed in all respects by the laws of the State of New York (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded). The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

9.7 Construction. The headings and captions used in this EULA are used for convenience only and are not to be considered in construing or interpreting this EULA. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. All references to this EULA and the words "herein," "hereof," "hereto," and "hereunder" and other words of similar import refer to this EULA as a whole and not to any particular Section or other subdivision. Both parties hereby waive any canon of construction that would require any portion of this EULA to be construed against the drafter thereof. The governing language of this EULA shall be English. If this EULA is translated into a language other than English, then the English version shall prevail.

9.8 Miscellaneous. This EULA constitutes the entire agreement between you and Converus with respect to the subject matter herein and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written. No amendment, modification or waiver of any of the provisions of this EULA shall be binding unless made in writing and signed by an authorized representative of each party. No implied licenses are granted pursuant to the terms of this EULA. No license rights shall be created by implication or estoppel. Converus' failure to exercise or enforce any right or provision of this EULA will not constitute a waiver of such right or provision. No remedy referred to in this EULA is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available at law or in equity. If any provision of this EULA is held to be invalid or unenforceable, the remainder of this EULA shall remain in full force and effect.