# **END-USER LICENSE AGREEMENT**

THIS END-USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL CONTRACT BETWEEN YOU (THE "CUSTOMER," "YOU," OR "YOUR") AND PINAK INFOSEC PRIVATE LIMITED, OPERATING UNDER THE BRAND NAME C9LAB ("C9LAB," "WE," "US," OR "OUR"), A COMPANY INCORPORATED UNDER THE COMPANIES ACT, 2013, HAVING ITS REGISTERED OFFICE AT INDORE, MADHYA PRADESH, INDIA.

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF C9LAB'S CYBERSECURITY PRODUCTS, CLOUD OFFERINGS, SOFTWARE-AS-A-SERVICE (SAAS) PLATFORMS, AND ANY RELATED SERVICES (COLLECTIVELY, THE "SERVICES"). BY ACTIVATING, ACCESSING, OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

#### **IMPORTANT NOTICE:**

- a. THE SERVICES ARE LICENSED, NOT SOLD, TO YOU.
- b. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF AN ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THESE TERMS.
- c. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICES.
- d. SUBSCRIPTION FEES ARE NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.
- e. C9LAB RESERVES THE RIGHT TO DENY OR TERMINATE ACCESS TO THE SERVICES FOR VIOLATIONS OF THIS AGREEMENT.

**BETA AND TRIAL USE:** If C9Lab provides You access to beta, trial, or evaluation versions of the Services, such use is permitted only for non-production evaluation purposes unless otherwise agreed in writing. Beta and trial Services are provided "AS-IS" without warranty, and C9Lab shall have no liability for Your use of such versions. Upon expiration or termination of the trial period, YOU must cease use unless You purchase a commercial subscription.

#### 1 ACCEPTANCE OF TERMS

- **1.1** By accessing, downloading, installing, or using any C9Lab products, services, or platforms (collectively, the "Services"), you acknowledge that you have read, understood, and agree to be bound by this Agreement.
- **1.2** If you are entering into this Agreement on behalf of a company, organization, or other legal entity, you represent and warrant that you have the authority to bind such entity to these terms
- **1.3** If you do not agree to these terms, you must immediately discontinue use of all Services and uninstall any software components.
- **1.4** This Agreement constitutes a legally binding contract between you and C9Lab.
- **1.5** This Agreement is effective from the earliest of:
  - a. the date you first access the Services;
  - b. the date you accept this EULA electronically; or
  - c. the date specified in a purchase order or subscription document.

#### 2 DEFINITIONS

For the purposes of this Agreement:

- "Authorized Users" means your employees, contractors, or agents who are authorized by you to access and use the Services under your subscription.
- "Confidential Information" means all non-public information disclosed by either party, including but not limited to technical data, business information, and proprietary methodologies.
- **"Customer Data"** means any data, content, or information submitted, uploaded, or processed by you or your Authorized Users through the Services.
- **"Documentation"** means the user guides, technical documentation, and online help materials provided by C9Lab for the Services.
- "Intellectual Property Rights" means all patents, copyrights, trademarks, trade secrets, and other proprietary rights worldwide.
- **"Products"** means C9Lab's cybersecurity solutions including but not limited to C9Phish, QSafe, C9Pharos, Business Risk Score (BRS), and any other current or future offerings.
- **"Subscription Term"** means the period for which you have subscribed to access and use the Services as specified in your Order Form or subscription agreement.

#### 3 GRANT OF LICENSE

#### 3.1 License Grant

Subject to your compliance with this Agreement and payment of applicable fees, C9Lab grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services during the Subscription Term solely for your internal business purposes.

#### 3.2 Subscription-Based Access

The license granted herein is subscription-based and requires continuous payment of subscription fees. Access to the Services will be provided only during active subscription periods.

## 3.3 Authorized Users

You may permit your Authorized Users to access and use the Services in accordance with the user limits specified in your subscription plan. You are responsible for all activities conducted by your Authorized Users.

# 3.4 Geographic Scope

This license permits worldwide use of the Services, subject to compliance with all applicable local, state, national, and international laws and regulations.

# 3.5 API and Integration Rights

Where applicable, you may integrate the Services with your existing systems using provided APIs, subject to technical specifications and usage limits defined in the Documentation.

#### 4 RESELLER AND PARTNER REDISTRIBUTION

# 4.1 Authorized Redistribution

If you are an authorized reseller, distributor, or partner of C9Lab ("Partner"), you may redistribute, resell, or sublicense the Services to end-users ("Sub-Licensees") subject to:

- a. Execution of a separate written Partner Agreement with C9Lab
- b. Compliance with all terms of this EULA and the Partner Agreement
- c. Ensuring that all Sub-Licensees are bound by terms no less restrictive than this EULA
- d. Prohibition on modification or reverse engineering of the Services
- e. Prior written approval from C9Lab for any marketing materials or representations

### 4.2 Multi-Tenant Usage

Partners authorized by C9Lab may deploy the Services in a multi-tenant environment, provided that:

- a. Each Sub-Licensee's data is properly segregated and secured
- b. Usage does not exceed subscribed license limits
- c. C9Lab's branding and attribution requirements are maintained
- d. All applicable data protection and privacy obligations are met

# 4.3 Partner Responsibilities

Partners shall be fully responsible for:

- a. All acts and omissions of their Sub-Licensees
- b. Collection and remittance of fees to C9Lab as specified in the Partner Agreement
- c. First-level support to Sub-Licensees
- d. Compliance with all applicable export control and sanctions regulations

## 4.4 Termination Impact

Upon termination of a Partner Agreement, the Partner must immediately cease all redistribution activities and notify all Sub-Licensees accordingly.

# **5 LICENSE RESTRICTIONS**

You shall NOT, and shall ensure that your Authorized Users and any Sub-Licensees do not:

- **5.1** Copy, modify, adapt, translate, or create derivative works of the Services or Documentation
- **5.2** Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Services
- 5.3 Remove, alter, or obscure any proprietary notices, labels, or marks on the Services
- **5.4** Rent, lease, lend, sell, sublicense, assign, distribute, or transfer the Services except as expressly permitted in Section 4
- **5.5** Use the Services for any illegal, harmful, or unauthorized purpose, including but not limited to:
  - a. Conducting unauthorized penetration testing on third-party systems
  - b. Creating, distributing, or facilitating malware or cyberattacks
  - c. Violating any applicable laws, regulations, or third-party rights
- 5.6 Bypass, disable, or interfere with security features, usage limits, or access controls
- 5.7 Use the Services to develop competing products or services
- 5.8 Use automated means to access the Services except through provided APIs
- 5.9 Overload, impair, or disrupt the infrastructure or interfere with other users' access
- **5.10** Access the Services to build a similar product, identify competitive features, or benchmark against competitor offerings
- **5.11** Process, store, or transmit any data that:
  - a. Violates third-party privacy or Intellectual Property Rights
  - b. Contains malicious code, viruses, or harmful components
  - c. Is prohibited under applicable law (including child sexual abuse material)

## **6 INTELLECTUAL PROPERTY RIGHTS**

#### 6.1 C9Lab Ownership

All right, title, and interest in and to the Services, including all Intellectual Property Rights, are and shall remain the exclusive property of C9Lab and its licensors. This Agreement does not convey any ownership rights to you.

# 6.2 Proprietary Technology

The Services incorporate proprietary Al-powered algorithms, threat intelligence databases, automation frameworks, and methodologies developed by C9Lab since 2018. All such technology constitutes C9Lab's trade secrets and confidential information.

### 6.3 Customer Data Ownership

You retain all right, title, and interest in and to your Customer Data. By using the Services, you grant C9Lab a limited, worldwide license to process, store, and analyse Customer Data solely to provide the Services and as described in our Privacy Policy.

## **6.4 Aggregated Data**

C9Lab may collect and analyse aggregated, anonymized, non-identifiable data derived from use of the Services for purposes of improving products, threat intelligence, benchmarking, and research. Such aggregated data shall be C9Lab's property.

#### 6.5 Feedback

Any feedback, suggestions, or recommendations you provide regarding the Services shall become C9Lab's property, and C9Lab may use such feedback without any obligation to you.

#### 6.6 Trademark Usage

You may not use C9Lab's trademarks, logos, or brand names without prior written consent, except as necessary to identify C9Lab as the provider of the Services.

#### 7 DATA PROTECTION AND PRIVACY

#### 7.1 Data Processing

C9Lab processes personal data, sensitive business information, and technical data in accordance with applicable data protection laws, including:

- a. Information Technology Act, 2000 and Rules (India)
- b. Digital Personal Data Protection Act, 2023 (India)
- c. General Data Protection Regulation (GDPR) EU Regulation 2016/679 (where applicable)
- d. California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA) (where applicable)
- e. Other applicable international data protection regulations

# 7.2 Data Categories

The Services may process or store:

- a. Personal Identifiable Information (PII): Names, email addresses, employee data
- b. **Technical Data:** IP addresses, domain information, SSL certificates, server configurations
- c. **Security Data:** Phishing simulation results, vulnerability assessments, threat intelligence
- d. Business Data: Company information, risk scores, brand monitoring data
- e. Sensitive Data: Dark web exposure data, security incident information

#### 7.3 Data Security Measures

C9Lab implements industry-standard technical and organizational security measures including:

- a. Encryption of data in transit (TLS 1.2+) and at rest (AES-256)
- b. Access controls and authentication mechanisms
- c. Regular security audits and vulnerability assessments
- d. Incident response and breach notification procedures
- e. Data backup and disaster recovery protocols

# 7.4 Data Location and Transfers

a. Primary data storage and processing occur within India

- b. C9Lab may transfer data internationally to service providers in US, EU, Middle East, and APAC regions
- c. Cross-border transfers comply with applicable legal frameworks including Standard Contractual Clauses (SCCs) where required

### 7.5 Data Retention

- a. Customer Data is retained during the Subscription Term and for 30 days following termination, unless legally required otherwise
- b. Aggregated and anonymized data may be retained indefinitely
- c. You may request data deletion in accordance with our Privacy Policy

## 7.6 Data Processing Agreement

For customers subject to GDPR or similar regulations requiring a Data Processing Agreement (DPA), C9Lab's standard DPA is available upon request and forms part of this Agreement.

# 7.7 Your Data Protection Obligations

You represent and warrant that:

- a. You have obtained all necessary consents and authorizations to process and share data with C9Lab
- b. Your use of the Services complies with all applicable data protection laws
- c. You will not process special categories of data without appropriate safeguards

#### 8 SUBSCRIPTION FEES AND PAYMENT

### 8.1 Subscription Fees

Access to the Services requires payment of subscription fees as specified in your Order Form or subscription plan. All fees are exclusive of applicable taxes.

#### 8.2 Payment Terms

- a. Fees are payable in advance for the Subscription Term
- b. Payment must be made within 30 days of invoice date unless otherwise agreed
- c. Late payments may incur interest at 1.5% per month or the maximum permitted by law
- d. C9Lab accepts payment in INR or other currencies as agreed

### 8.3 Taxes

You are responsible for all applicable taxes (including GST, VAT, sales tax, withholding tax) except taxes based on C9Lab's income. You shall provide valid tax exemption certificates if applicable.

### 8.4 Fee Changes

C9Lab may modify subscription fees upon 30 days' notice. Continued use after the notice period constitutes acceptance of the new fees.

### 8.5 No Refunds

Subscription fees are non-refundable except as required by law or expressly stated in this Agreement.

## 8.6 Suspension for Non-Payment

C9Lab may suspend access to the Services if payment is more than 15 days overdue, following written notice.

#### 9 TERM AND TERMINATION

# 9.1 Term

This Agreement commences on the Effective Date and continues for the Subscription Term, renewing automatically for successive periods unless terminated in accordance with this Section.

#### 9.2 Termination for Convenience

Either party may terminate this Agreement by providing written notice at least 30 days before the end of the current Subscription Term.

#### 9.3 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if:

- a. The other party materially breaches this Agreement and fails to cure within 30 days of written notice
- b. The other party becomes insolvent, enters bankruptcy, or ceases business operations
- c. Required by law or court order

#### 9.4 Effect of Termination

Upon termination or expiration:

- a. Your license to access and use the Services immediately terminates
- b. You must cease all use of the Services and destroy all copies of Software and Documentation
- c. C9Lab will make Customer Data available for export for 30 days, after which it may be deleted
- d. All fees owed become immediately due and payable
- e. Sections 5, 6, 8, 9.4, 10, 11, 12, 13, 14, and 15 survive termination

#### 9.5 Partner Termination

Upon termination of a Partner Agreement, all Sub-Licenses granted by the Partner automatically terminate unless C9Lab agrees otherwise in writing.

#### 10 WARRANTIES AND DISCLAIMERS

#### 10.1 Limited Warranty

C9Lab warrants that the Services will perform substantially in accordance with the Documentation under normal use during the Subscription Term.

# 10.2 Warranty Remedy

Your sole remedy for breach of the limited warranty is for C9Lab to use commercially reasonable efforts to correct the non-conformity or, if C9Lab cannot do so, to terminate the affected Services and refund prepaid fees on a pro-rata basis.

### 10.3 Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

C9LAB SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING:

- a. MERCHANTABILITY
- b. FITNESS FOR A PARTICULAR PURPOSE
- c. NON-INFRINGEMENT
- d. TITLE
- e. QUIET ENJOYMENT
- f. SYSTEM INTEGRATION
- g. ACCURACY OR COMPLETENESS OF DATA

## 10.4 No Guarantee of Security

While C9Lab employs industry-standard security measures, no system is completely secure. C9Lab does not warrant that:

- a. The Services will be uninterrupted, error-free, or secure
- b. Defects will be corrected

- c. The Services are free from viruses or harmful components
- d. Results obtained from the Services will be accurate, complete, or reliable
- e. Use of the Services will prevent all security breaches or cyber incidents

### 10.5 Third-Party Services

The Services may integrate with or rely on third-party services, data sources, or threat intelligence feeds. C9Lab makes no warranties regarding third-party services and is not responsible for their availability, accuracy, or performance.

#### 10.6 Professional Advice

The Services provide information and tools but do not constitute professional security advice, legal advice, or professional services. You should consult qualified professionals for advice specific to your situation.

#### 11 LIMITATION OF LIABILITY

# 11.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL C9LAB, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY:

- a. INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES
- b. LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES
- c. BUSINESS INTERRUPTION
- d. LOSS OF GOODWILL OR REPUTATION
- e. COST OF PROCUREMENT OF SUBSTITUTE SERVICES

WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

# 11.2 Cap on Liability

C9LAB'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY YOU TO C9LAB DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

#### 11.3 Exceptions

The limitations in this Section 11 shall not apply to:

- a. Your breach of license restrictions in Section 5
- b. Your violation of C9Lab's Intellectual Property Rights
- c. Your indemnification obligations under Section 12
- d. Liability that cannot be excluded or limited under applicable law
- e. Death or personal injury caused by negligence
- f. Fraud or fraudulent misrepresentation

# 11.4 Basis of Bargain

You acknowledge that the limitations of liability in this Section 11 are fundamental elements of the basis of the bargain between you and C9Lab, and that C9Lab would not provide the Services without such limitations.

#### 12 INDEMNIFICATION

## 12.1 Your Indemnification

You agree to indemnify, defend, and hold harmless C9Lab, its affiliates, and their respective directors, officers, employees, agents, and licensors from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or relating to:

- a. Your use or misuse of the Services
- b. Your violation of this Agreement
- c. Your violation of any law, regulation, or third-party rights
- d. Your Customer Data or content you submit through the Services
- e. Any claims by your Authorized Users or Sub-Licensees
- f. Any unauthorized use of the Services through your account

#### 12.2 C9Lab's Indemnification

C9Lab agrees to indemnify, defend, and hold you harmless from and against any thirdparty claims that the Services, when used in accordance with this Agreement, infringe any Indian patent, copyright, or trademark, provided that:

- a. You promptly notify C9Lab in writing of the claim
- b. C9Lab has sole control of the defence and settlement
- c. You provide reasonable cooperation in the defence

#### 12.3 Remedies

If the Services become, or in C9Lab's opinion are likely to become, subject to an infringement claim, C9Lab may, at its option:

- a. Obtain the right for you to continue using the Services
- b. Replace or modify the Services to make them non-infringing
- c. Terminate the affected Services and refund prepaid fees on a pro-rata basis

#### 12.4 Exclusions

C9Lab's indemnification obligations do not apply to infringement claims arising from:

- a. Modification of the Services by anyone other than C9Lab
- b. Use of the Services in combination with non-C9Lab products or services
- c. Use of the Services in a manner not permitted by this Agreement or Documentation
- d. Your Customer Data or content

### 12.5 Exclusive Remedy

This Section 12 states your exclusive remedy and C9Lab's entire liability for infringement claims.

### **13 CONFIDENTIALITY**

#### 13.1 Definition

"Confidential Information" includes all non-public information disclosed by one party to the other, including but not limited to:

- a. Technical specifications, source code, and algorithms
- b. Business strategies, pricing, and financial information
- c. Customer lists and data
- d. Product roadmaps and development plans
- e. Security vulnerabilities and threat intelligence
- f. The terms of this Agreement

#### 13.2 Obligations

Each party agrees to:

- a. Maintain Confidential Information in strict confidence
- b. Use Confidential Information only for purposes of this Agreement
- c. Limit disclosure to employees and contractors with a need to know
- d. Protect Confidential Information with at least the same degree of care used for its own confidential information, but no less than reasonable care

e. Not disclose Confidential Information to third parties without prior written consent

## 13.3 Exceptions

Confidential Information does not include information that:

- a. Was publicly known at the time of disclosure
- b. Becomes publicly known through no breach of this Agreement
- c. Was rightfully known prior to disclosure
- d. Is independently developed without use of Confidential Information
- e. Is rightfully obtained from a third party without breach of confidentiality

#### 13.4 Compelled Disclosure

If required by law, regulation, or court order to disclose Confidential Information, the receiving party shall:

- a. Promptly notify the disclosing party (if legally permitted)
- b. Cooperate in any effort to obtain protective treatment
- c. Disclose only the minimum information required

### 13.5 Duration

Confidentiality obligations survive termination of this Agreement for five (5) years, except for trade secrets which remain confidential indefinitely.

#### 14 COMPLIANCE AND EXPORT CONTROL

### 14.1 Compliance with Laws

You shall comply with all applicable laws, regulations, and rules in your use of the Services, including but not limited to:

- a. Information Technology Act, 2000 and Rules
- b. Digital Personal Data Protection Act, 2023
- c. Indian Penal Code provisions related to cybercrime
- d. Prevention of Money Laundering Act, 2002
- e. Foreign Exchange Management Act, 1999
- f. International sanctions and export control laws

# 14.2 Export Control

The Services may be subject to export control laws and regulations of India, the United States, and other countries. You agree not to:

- a. Export, re-export, or transfer the Services to prohibited countries, entities, or persons
- b. Use the Services in violation of any applicable sanctions or embargoes
- c. Use the Services for prohibited end-uses including weapons development

#### 14.3 Prohibited Uses

You shall not use the Services:

- a. To conduct unauthorized security testing against third-party systems
- b. To facilitate or engage in any form of cybercrime
- c. To develop or distribute malware, ransomware, or exploit tools
- d. To interfere with or disrupt critical infrastructure
- e. For any purpose prohibited by applicable law

### 14.4 Audit Rights

C9Lab reserves the right to audit your use of the Services to verify compliance with this Agreement. You shall cooperate with such audits and provide reasonable access to relevant records.

## 14.5 Government Use

If you are a government entity, additional terms may apply based on applicable procurement regulations and policies.

#### **15 GENERAL PROVISIONS**

## 15.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles.

## 15.2 Jurisdiction and Venue

- **a. Primary Jurisdiction:** Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts located in Indore, Madhya Pradesh, India.
- b. International Disputes: For customers located outside India, disputes may be resolved through: Good faith negotiations for 30 days Mediation under the Indian Council of Arbitration rules Arbitration under the Arbitration and Conciliation Act, 1996, with seat in Indore, Madhya Pradesh, India.
- **c.** You irrevocably submit to the jurisdiction of such courts and waive any objection to venue.

# 15.3 Dispute Resolution

- **a. Informal Resolution:** Parties shall attempt to resolve disputes informally for 30 days before initiating formal proceedings
- **b. Arbitration:** If informal resolution fails, disputes may be submitted to binding arbitration under the Arbitration and Conciliation Act, 1996: Single arbitrator appointed by mutual agreement Arbitration conducted in English Seat of arbitration: Indore, Madhya Pradesh Award is final and binding
- **c. Exceptions:** Either party may seek injunctive relief in court for Intellectual Property Rights violations or confidentiality breaches without prior arbitration

# 15.4 Entire Agreement

This Agreement, together with any Order Forms, Partner Agreements, Data Processing Agreements, and referenced policies, constitutes the entire agreement between the parties and supersedes all prior understandings and agreements, whether written or oral.

### 15.5 Amendments

C9Lab may modify this Agreement by:

- a. Providing 30 days' notice via email or through the Services
- b. Posting the updated Agreement on our website
- c. Material changes requiring your acceptance before continued use

Your continued use of the Services after the notice period constitutes acceptance of the modified terms.

### 15.6 Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified to achieve the closest legal equivalent.

# 15.7 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver shall constitute a continuing waiver or a waiver of any other provision.

## 15.8 Assignment

a. You may not assign or transfer this Agreement without C9Lab's prior written consent

- b. C9Lab may assign this Agreement to affiliates or in connection with a merger, acquisition, or sale of assets
- c. Any unauthorized assignment is void

## 15.9 Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, pandemics, government actions, natural disasters, internet failures, or labour disputes.

# 15.10 Independent Contractors

The parties are independent contractors. This Agreement does not create a partnership, joint venture, employment, or agency relationship.

## 15.11 Language

This Agreement is executed in English. Any translation is for convenience only, and the English version shall prevail in case of conflict.

# 15.12 Government Rights

The Services are "commercial computer software" and "commercial computer software documentation" as defined under applicable government acquisition regulations. Government users acquire only those rights specified in this Agreement.

# 15.13 Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement. No third party may enforce any provision hereof.

### 15.14 Survival

Provisions that by their nature should survive termination shall survive, including Sections 5, 6, 8, 9.4, 10, 11, 12, 13 and 14.

#### 15.15 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument.

## 16 ACKNOWLEDGMENT

BY CLICKING "I ACCEPT", INSTALLING, ACCESSING, OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.