



End User License Agreement

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In consideration of the mutual obligations described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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1a. LICENSE. The Company hereby grants to User, subject to the terms and conditions set forth herein, a nonexclusive, nontransferable, non-sublicensable during the Term right to use the object code version of PuriFile™, the Company's proprietary software including all Updates (the "Company Software"), along with any written documentation, including any Company user guides, tutorials, reference manuals or other explanatory materials that accompany or are stored on or in the Company Software solely for User's business purposes.

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2a. The User may transfer the Company Software to a different computer or computer system, provided that the Company Software and any copies thereof are permanently uninstalled and/or deleted from the computer or computer system from which the Company Software is transferred (a "Transferred Installation") and provided further that the restrictions on use as specified in this Section 2 apply to any such Transferred Installation.



2b. The User shall not sublicense, sell or resell directly as a product or indirectly as a managed service, lease, assign, pledge, give, lend, distribute, or in any way transfer the Company Software, documentation, or copies thereof, nor use the Company Software to provide data processing services to others not defined in the purchase agreement. "The user / purchaser, once they have notified Arcfield of their intent to transfer their purchased PuriFile licenses, shall have the right to transfer their purchased PuriFile software licenses to their government customer. The licenses must be under active support to be transferred and the government customer must maintain the support for the licenses going forward.

2c. The Company Software and the accompanying documentation are copyrighted and are proprietary products of The Company. The User may make one copy of The Company Software for backup purposes. A restore may be performed on a different computer or workstation only if the Company Software has been permanently removed from the original computer or workstation. All other copying of the Company Software or documentation is expressly forbidden.

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2e. A separate license must be obtained from the Company for each and every installation/instantiation upon which the Company Software is installed or used. The license includes the right to use the Company Software on a single installation/instantiation server, but limits access to the application to a fixed number of Authorized Users.

2f. Third Party Software. The Company Software is designed to be integrated with or otherwise interoperate with third party software products. The Company is not a distributor, licensor, sublicensor, guarantor or vendor of such third-party software products. The User is solely responsible for obtaining all applicable licenses to any third-party software not provided by the Company, and hereby agrees to indemnify, defend and hold harmless the Company from any claims and liabilities of the Company arising as a result of the User's use of such third party software, or the User's failure to obtain appropriate licenses to such third party software. [For US Customers only] [US Federal Government exempt from this clause]

2g. Special provisions applicable to Datalogics software. The Company Software incorporates or interoperates with certain software owned by Datalogics. User acknowledges and agrees that Datalogics is the owner of such software and agrees that Datalogics is a third-party beneficiary of this agreement and may be entitled to seek appropriate legal and equitable remedies from User if software is used outside the rights specified in this agreement. The Company may embed copies of Datalogics font software into electronic documents for purposes of printing, viewing and editing such documents, but no other embedding rights are implied or permitted. The Datalogics software is provided as part of the Company software and User is given no rights outside of the usage provided by the Company software.

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3. LICENSE/SUPPORT TERM.

3a. Licenses/Support Term. The License/Support Term for full and evaluation versions of the Company Software will begin on the date of delivery of the Company Software and will require the User to obtain a valid license installation key from the Company. The License Term will continue for the predetermined license/evaluation period, unless sooner terminated in accordance with Section 11. User is prohibited from any actions intended to extend, obviate, alter or otherwise undermine the Company Software license and license term enforcement mechanism.

3b. License/Support Term Expiration for Full Versions. At the expiration of the License/Support Term for full versions of the Company Software, the Company will allow a grace period under which the software will continue to operate for a period of 30 days. Failure to renew support for an expired License/Support Term within the 30 day grace period will be considered Termination of the Agreement by the Company in accordance with Section 11. Renewal will be effective on the first day after expiration of the previous support period. Support obligations will operate pursuant to Section 7.

3c. License Term Expiration for Evaluation Versions. At the expiration of the License Term for evaluation versions of the Company Software, the software will cease to operate, and the Users shall deinstall all Company Software.

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5. TITLE; INTELLECTUAL PROPERTY; CONFIDENTIALITY.

5a. The Company Software is licensed, not sold, the Company and its suppliers retain all rights, title and interest in and to the Company Software and documentation, and the User obtains no right, title or interest in or to the Company Software other than the licenses granted herein. The Company reserves all rights not expressly granted to Licensee in this Agreement.

5b. The User acknowledges that the Company Software, documentation and any and all upgrades, enhancements, modifications, additions or new releases of or to the Company Software contain confidential information of, are trade secrets of, and are proprietary to the Company. Licensee agrees not to make the Company's Confidential Information available in any form to any third party or to use the Company's Confidential Information for any purpose other than in the performance of this Agreement. Licensee agree to hold the Company's Confidential Information in confidence and to take all reasonable steps to ensure that such Confidential Information is not disclosed or distributed by its employees or agents in breach of this Agreement. Licensee



acknowledges and agrees that, due to the unique nature of Confidential Information, there may be no adequate remedy at law for breach of this Section 5, and that such breach could cause irreparable harm to the Company; therefore, in the event of an actual or threatened breach of Licensee's obligations regarding the Company's Confidential Information, the Company shall be entitled to immediately seek specific performance of the Licensee's obligations under this Agreement, as well as further relief as granted by a court of competent jurisdiction.

6. **LIMITATION OF LIABILITY.** In no event shall the Company be liable to Licensee, or any party related to Licensee for any indirect, incidental, consequential, special, exemplary, or punitive damages or lost profits, even if the Company has been advised of the possibility of such damages. In any event, the Company's total aggregate liability to Licensee or any party related to Licensee for all damages of every kind and type (regardless of whether based in contract or tort) shall not exceed the purchase price of the product.
7. **SUPPORT.** The Company is obligated by this agreement to provide Licensee with technical support services relating to the Company Software. Support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of the Software. The Company will provide email and telephone software support as well as license update, transfer or renewal on a business day basis. Business day is defined as 8:00 AM through 5:00 PM eastern standard time, excluding holidays and weekends. Response times can be expected within 4 business hours 85% of the time. The Company shall have no obligation to update or support the Company Software for any User not currently covered under a valid license/support contract with the Company. Software Support is required on an annual basis for the License Term to remain current. The Support period will run for one year from the date the software is delivered or the Support Term is renewed. Payment for each support renewal term shall be due on the renewal date at the current rates for support of the Software. This agreement may be terminated for non-payment or material breach. Fees paid or due are non-refundable unless the Company has materially breached this agreement and has failed to cure the breach after 30 days written notice.

8. **WARRANTY.**

8a. The Company will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but the Company does not guarantee that the problems will be solved or that any item will be error-free. This agreement is only applicable to the Company Software



running under the supported environments specified in the release notes for the product. This warranty agreement shall run for a period of one (1) year from the Date the software is delivered. The Company will provide the Licensee with substantially the same level of service throughout the term of this Agreement. The Company may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service.

8b Media Warranty. The Company warrants that the original software media (download) is free from defects in material and workmanship, assuming normal use, for a period of ninety (90) days from the date of original purchase. If a media defect occurs during this time, the User may contact the Company who will have the sole determination of the media defect and may authorize replacement by the Company.

8c. Licensee's exclusive remedy and the Company's entire liability for any breach of warranties shall be for the Company to use its commercially reasonable efforts to correct or provide a workaround for reproducible Company Software errors that cause a breach of this warranty, or if the Company is unable to make the Company Software operate as warranted within a reasonable time considering the severity of the error and its impact on the Licensee, Licensee shall be entitled to return the Company Software to the Company and recover the fees paid to the Company for the license from the date on which the warranty breach was first reported.

8d. THE LIMITED WARRANTY IN SECTIONS 8a AND 8b ARE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR PROMISES TO LICENSEE OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. EXCEPT AS PROVIDED ABOVE, THE SERVICES AND MAINTENANCE ARE PROVIDED 'AS IS'.

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10. INDEMNIFICATION.

10a. The Company's Obligation. Subject to the User's indemnification set forth at Section 10b, and the Limitations of Liability set forth in Section 6, the Company will defend, indemnify and hold the User harmless against any action brought against the User alleging that the User's use of the Company Software as authorized hereunder infringes a United States copyright or issued patent. However, the Company will not be obligated to indemnify or hold the User harmless from any such action unless the User notifies the Company in writing of any claim within 10 days after it learns of such a claim, gives the Company sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to infringe the intellectual property rights of a third party, or in the Company's opinion is likely to become the subject of an injunction, the Company shall, at its option and expense, either: (i) procure for the User the right to continue using the Software; (ii) modify or replace the Company Software to make it non-infringing; or (iii) refund the fee paid, upon return or removal/deinstallation of the Company Software. The Company shall have no liability regarding any infringement claim arising out of: (a) use of the Company Software in combination with nonCompany software, data or equipment if the infringement was caused by such use or combination; (b) any modification, alteration or derivation of the Company Software made by or on behalf of the User; or (c) User's use of third-party software or works of authorship in conjunction with the Company Software, if the infringement was caused by such use. **THE FOREGOING STATES THE COMPANY'S ENTIRE LIABILITY AND USER'S EXCLUSIVE REMEDY FOR INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS BY THE COMPANY SOFTWARE.**

10b. USER'S OBLIGATION. Except for the infringement indemnification set forth in Section 10a, the User shall indemnify and hold the Company, its directors, officers, agents and employees harmless from any claims, demands, or causes of action whatsoever arising on account of the User's use of the Company Software other than those for which the Company is obligated to indemnify the User. [For US Customers only] [US Federal Government exempt from this clause]

11. TERMINATION.

11a. The Company or the User may terminate this Agreement at any time. The license and support fees are not refundable. Upon any termination of this Agreement, the User shall immediately: cease using or operating the Company Software; deinstall all copies of the Company Software, and permanently delete or disable all copies of the Company Software from the User's computer system(s).

11b. Termination of this Agreement or any license to the Company Software Program shall not limit either party from pursuing other remedies available to it, including but not limited to injunctive relief. The parties' rights and obligations that by their nature are intended to survive terminate or expiration of this Agreement, including but not limited to Sections 2d, 4 through 6, 8d, and 10-18 shall survive termination or expiration of this Agreement.



12. **GOVERNING LAW.** This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of law principles. In the event that any legal proceedings are commenced with respect to any matter arising under this Agreement, the parties specifically consent and agree that the courts of the Commonwealth of Virginia and/or the United States District Court for the Eastern District of Virginia will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings. [US Federal Government only exempt from this clause]
13. **PARTIAL INVALIDITY.** If any provision of this Agreement is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it shall then appear. The total invalidity or unenforceability of any particular provision of this Agreement will not affect its other provisions and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted.
14. **WAIVER.** No failure on the part of the Company to exercise, and no delay in exercising, any of the Company's rights hereunder will operate as a waiver thereof.
15. **FOREIGN TRADE RESTRICTIONS.** The Users acknowledges that the export and re-export of this software is subject to the export laws of the U.S., including the Export Administration Regulations (15 CFR Pts. 730-774). The Users certify that it is not a prohibited entity/individual for which sanctions have been imposed and that are included on one or more of the lists maintained by Department of Commerce, Bureau of Industry and Security (BIS) to include companies, organizations or persons listed on the Specially Designated Nationals List, the Debarred List, the Entity List. The User agrees that the software will not be used directly or indirectly in the design, development, fabrication, or use of nuclear, chemical, or biological weapons or missile technology without U.S. government authorization. The User shall comply with all applicable export control laws and will not export or re-export this software to a prohibited end-user or destination without obtaining authorization from BIS. Diversion contrary to the export laws of the United States is prohibited.
16. **ENTIRE AGREEMENT; AMENDMENT.** This License Agreement contains the entire understanding of the parties with respect to the licensed use of the Company Software and supersedes any prior license agreements with respect to the subject matter hereof. This Agreement may be amended or supplemented only in a writing duly executed by the parties.
17. **ASSIGNMENT.** Except for an assignment to a successor entity resulting from an acquisition, divestiture, or merger of substantially all the assets or a controlling interest in a party, neither party may assign all or any portion of its rights under this Agreement without the prior written consent of the other, which will not be unreasonably delayed or withheld. Any attempted assignment in violation of this Section shall be null and void without the written consent of the other party. All covenants, agreements and conditions of this Agreement shall be binding upon and inure to the benefit of both parties, their representatives, and authorized assignees.
18. **INDEPENDENT CONTRACTORS.** Each party shall perform its obligations and exercise its rights under this Agreement as an independent contractor of the other party. Nothing herein shall be deemed to constitute the parties as partners, joint venturers, or principal and agent.