DEFENDA SOFTWARE LICENSE TERMS

These license terms are an agreement between you and defendA systems. They apply to defendA software and any defendA services or updates for the software, except to the extent those have different terms.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW.

1. INSTALLATION AND USE RIGHTS.

- 1. **General.** You may use any number of copies of the software deployed in any manner within your organization provided that your subscription for the software is fully paid and current.
- 2. **Demo use.** The uses permitted above include use of the software in demonstration and other non-production environments.
- 3. **Third Party Components.** The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file accompanying the software.

2. **DATA.**

- 1. **Processing of Personal Data.** This software does not process or collect personal data.
- UPDATES. From time to time defendA may provide updates to this software. If possible, automatic updates will be enabled and applied. If automatic updates are not possible, you will be notified of updates.
- 4. **FEEDBACK**. If you give feedback about the software to defendA, you give to defendA, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You will not give feedback that is subject to a license that requires defendA to license its software or documentation to third parties because we include your feedback in them. These rights survive this agreement.
- 5. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. defendA reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways.

You may not:

- 1. reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except and solely to the extent required by third party licensing terms governing use of certain open source components that may be included in the software;
- 2. remove, minimize, block or modify any notices of defendA or its suppliers in the software;
- 3. use the software in any way that is against the law;

- 4. share, publish, rent or lease the software, or provide the software as a stand-alone offering for others to use;
- 5. continue to use the software after ending your subscription
- 6. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
- 7. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
- 8. **EXPORT RESTRICTIONS.** You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end-users, and end use.
- APPLICABLE LAW. If you acquired the software in the United States, Oregon law
 applies to interpretation of and claims for breach of this agreement, and the laws of the
 state where you live apply to all other claims. If you acquired the software in any other
 country, its laws apply.
- 10. DISCLAIMER OF WARRANTY. The software is licensed "as-is." You bear the risk of using it. defendA gives no express warranties, guarantees or conditions. To the extent permitted under your local laws, defendA excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 11. LIMITATION ON AND EXCLUSION OF DAMAGES. You can recover from defendA and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to (a) anything related to the software, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if defendA knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your state or country may not allow the exclusion or limitation of incidental, consequential or other damages.