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### 2. Ownership.

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#### 4. Limitation of Liability.

IN NO EVENT SHALL CTRL IQ'S AGGREGATE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO CTRL IQ FOR THE SOFTWARE, SUBSCRIBED SERVICE OR PROFESSIONAL SERVICE GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, CTRL IQ SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO ANY SOFTWARE LICENSED UNDER AN OPEN SOURCE LICENSE. IN NO EVENT SHALL CTRL IQ OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, GOODWILL OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

#### 5. Export Rules.

You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, you represent and warrant that you are not a citizen of or otherwise located within an embargoed nation and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this paragraph.

#### 6. General.

a. Relationship of the Parties. Each Party agrees that its relationship with the other Party is that of an independent contractor and that nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Neither Party shall be responsible to the other Party and neither Party has the authority to act for, bind or incur any debts or liabilities on behalf of the other Party.

b. Assignment. Customer may not assign this Agreement, directly or indirectly, by operation of law, change of control or otherwise, without the prior written consent of Ctrl IQ. Ctrl IQ may freely assign this Agreement. Any purported assignment in violation of this Section 7(b) shall be null and void from the beginning. Subject to the foregoing, this Agreement will bind and inure to the benefit of any successors and permitted assigns.

c. Notices. All notices required or permitted under this Agreement shall be deemed duly given (i) when delivered by hand or confirmed facsimile transmission; (ii) one (1) day after delivery by

overnight delivery, or (iii) three (3) days after being mailed by certified or registered mail, return receipt requested, with postage prepaid. In each case, notice must be sent to the address for the other Party noted below the signature line of this Agreement, or to such other address and/or facsimile number as either Party shall furnish to the other in writing in accordance with this Section 7(c).

d. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to any conflicts of laws principles. The parties agree that the United Nations Convention for the International Sale of Goods does not apply to this Agreement.

e. Jurisdiction. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Los Angeles, California, and each Party irrevocably consents to such personal jurisdiction and waives all objections to this venue. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

f. Entire Agreement, Amendment and Modification. This Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. This Agreement may not be altered except by a written instrument signed by authorized legal representatives of both Parties. Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective.

g. Force Majeure. Neither Party will be liable or deemed to be in default for any delay or failure in performance under this Agreement (except for payment obligations) resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, pandemics, epidemics, strikes, labor disputes or any causes beyond its reasonable control; provided, that the Party failing to perform in any such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

h. Injunctive Relief. Customer acknowledges that any breach or threatened breach of this Agreement would cause irreparable injury to Ctrl IQ and that monetary damages in such event would be inadequate compensation. Customer agrees that Ctrl IQ will be entitled in addition to monetary relief as may be recoverable by law, to seek temporary, preliminary, and/or permanent injunctive relief as may be necessary to restrain Customer from further breach, without posting bond.

i. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.