Master Services Agreement

This Master Services Agreement governs your use of all Services CodeGuard provides to you, as identified in the orders you place with us for Services (each, an "Order").

By using the Services, you and your Users agree to be bound by all the terms and conditions of this Agreement (as defined below) including the agreed limitations of liability. If you do not agree with the provisions of this Agreement, do not use, and do not authorize any User to use, the Services.

If you have requested to execute a paper version of your agreement with CodeGuard rather than accepting this online Master Services Agreement does not apply, and you and your Users will be bound by the terms and conditions of that paper agreement.

1. AGREEMENT AND DEFINITIONS

1.1. Terms of Service: The Services are governed by these terms and conditions together with, and subject to, the "Additional Service Terms and Conditions" applicable to a particular Service which are annexed to this Agreement.

1.2. Conflict: In the event of a conflict or inconsistency between any applicable Additional Service Terms and Conditions and either this Master Service Agreement, the Service Level Agreement or the Acceptable Use Policy, the Additional Service Terms and Conditions will govern to the extent required to resolve the conflict or inconsistency.

1.3. Definitions: In this Agreement, the following terms have the following meanings, and all other capitalized terms have the meaning given to them elsewhere in this Agreement:

"Acceptable Use Policy" or "AUP" means CodeGuard's Acceptable Use Policy found at https://www.codeguard.com/legal/acceptable-use-policy

"ACH" means Automated Clearing House.

"Agreement" means collectively; the Acceptable Use Policy, the Service Level Agreement, the terms of each Order accepted by CodeGuard and any applicable Additional Service Terms and Conditions.

"Cancellation Request" means a service cancellation request submitted to CodeGuard via a CodeGuard support ticket.

"Cloud Services" means CodeGuard's services

"Confidential Information" means all non-public information disclosed by either you or CodeGuard to the other that the recipient should reasonably understand and be aware to be confidential. CodeGuard's Confidential Information includes unpublished pricing information and terms of service, audit reports, compliance and certification reports, security reports, product development plans, data center designs, server configuration designs and other proprietary information or technology. Confidential Information does not include you or User's data that is hosted, stored or transmitted using the Services. Our commitment to you with regards to the security of you and your Users' data is set forth in Section 6.3 of this Agreement.

"Customer", "you" or "your" means the customer identified on the Order.

"EFT" means Electronic Fund Transfer, also known as Direct Debit or BACS payment.

"Fees" means the fees for Services as specified in your Order.

"On Demand Services" means all Services delivered to you using the Platform.

"Order" means either an online order you submit to CodeGuard via a CodeGuard website, or any other written order (either in electronic or paper form) provided to you by CodeGuard for signature, which describes the Services you are purchasing, and that is signed by you, either manually or electronically.

"Parties" means Customer and CodeGuard.

"Service Level Agreement" means the applicable Service Level Agreement located at https://www.codeguard.com/legal/service-level-agreement.

"Services" means all services provided to Customer by CodeGuard and more specifically outlined in your Order.

"Users" means Customer and its employees, contractors, agents, lawyers, auditors or end users of the Services, including any persons who you provide with access to, or on whose behalf you access, the Services or CodeGuard's Confidential Information.

"Website" means the CodeGuard website, currently located at www.codeguard.com

1.4. Interpretation: In this Agreement:

(a) headings are for reference only and do not affect the scope or meaning of this Agreement;

(b) words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, societies and corporations;

(c) "including" means including without limitation;

(d) the singular includes the plural and vice-versa; and

(e) reference to a day or month means a calendar day or month, unless expressly stated otherwise.

2. SERVICES AND TERM

2.1. Services: CodeGuard will provide the Services and the applicable support as listed and specified on your Orders, and in accordance with the applicable Service Level Agreement.

2.2. Term: The term of your Services is specified on the applicable Order in accordance with the following:

(a) Month-to-Month: If Services are specified in the applicable Order as "month-to-month" or if no Initial Term is listed, then you may cancel that service by providing CodeGuard with a Cancellation Request indicating you do not wish to renew at least 30 days prior to the date you wish the Service to be cancelled.

(b) Initial Term: Where you have committed to a minimum term (typically a multiple of 12 months), the "Initial Term" is the period stated in the Order. At the end of the Initial Term, your Service will continue on a Month-to-Month basis.

3. YOUR OBLIGATIONS

3.1. You agree:

(a) to comply with the terms and conditions of the AUP;

(b) to comply with all applicable laws in connection with the provisioning, ordering, use and payment of any Services;

(c) that you will use the Services only for lawful purposes and in accordance with this Agreement and the CodeGuard policies and guidelines notified to you;

(d) that you will reasonably cooperate with CodeGuard's investigations of outages, security problems and any suspected breach of this Agreement;

(e) that you will immediately notify CodeGuard of any unauthorized use of the Services, or any other breach or suspected breach of the security of the Services;

(f) that you will promptly pay the fees for all Services and applicable charges when due together with all applicable federal, state, provincial, local, national or regional taxes including sales, use, value added, surcharges, excise, franchise, property, gross receipts, license, privilege or any other taxes assessed with respect to the Services; and

(g) that you will provide CodeGuard with all the information CodeGuard requires to determine if tax is chargeable in connection with the

provision of Services to you including providing evidence satisfactory to CodeGuard confirming you are exempt from any applicable tax.

3.2. Users: You are responsible for the use of and access to the Services by all Users and their compliance with the obligations under this Agreement, including the terms of the AUP.

3.3. Indemnity: You agree to defend, indemnify and hold harmless CodeGuard, its parent company, and their affiliates, subsidiaries, personnel and representatives, jointly and severally, from and against any and all third party claims, damages, losses, liability, causes of action, judgments, costs or expenses (including reasonable legal fees) directly or indirectly arising from, connected with or relating to any breach of this Agreement by you, your Users or your customers.

4. PAYMENT TERMS

4.1. When Your Fees are Due:

(a) All Fees charged under this Agreement are due and payable by you on the due date of the invoices generated by CodeGuard, unless otherwise specified in Additional Terms and Conditions, or where otherwise agreed to in writing by the Parties.

(b) Non-recurring Fees (such as initial set-up, paid-for support requests or any other non-recurring service) will be billed on or around the date incurred, or on or around the first billing cycle that follows the date incurred, at CodeGuard's option, and are payable by you within 15 days of the date of the invoice. CodeGuard may wait to charge your credit card until the total aggregate fees payable are at a minimum billable amount.

(c) Unless otherwise agreed to in an Order or by you and CodeGuard, your billing cycle will be monthly, beginning on the date that CodeGuard first makes the Services available to your Users.

(d) You must report any overcharges or billing disputes to CodeGuard within 60 days of the time you become aware, or should have become aware, of the existence of the overcharge or dispute. You agree that

charges that are not disputed within 60 days of the date they are charged are conclusively deemed accurate.

4.2. Additional Terms Affecting Payments by Credit Card:

(a) If you pay by credit card or ACH or EFT, then CodeGuard will charge your credit card or bank account (as applicable) to pay for any charges that may apply to your account, including any verification or hold amounts charged to your credit card.

(b) You agree that you will notify CodeGuard of any changes to your credit card, ACH or EFT account, your billing address or any other information CodeGuard may reasonably require in order to process your payments in a timely manner.

(c) CodeGuard is committed to minimizing fraudulent activities associated with its Services. You must ensure your billing, contact and other account information (including credit card details) is accurate and up to date, and that any credit card payments have been properly authorized by the cardholder. Where CodeGuard reasonably believes fraudulent activity has occurred with regards to payment for Services, it is entitled to take immediate action, including terminating the Services.

5. TERMINATING YOUR SERVICES

5.1. Termination: This Agreement and all Services, or a single Service provided to you by CodeGuard, may be terminated in one of the following ways:

(a) subject to Section 5.2 below, by you for any reason by providing CodeGuard with a Cancellation Request 30 days prior to the date you wish to cancel your Services;

(b) with respect to Cloud Services, by you for any reason upon notice to CodeGuard, provided you have not committed to an Initial Term for such Cloud Services;

(c) by CodeGuard for any reason by providing you with notice at least 30 days prior to the date we intend to terminate this Agreement, the Services, or a Service;

(d) by CodeGuard immediately if you fail to pay any fees for Services later than 10 days after they are due, or if CodeGuard determines that you have used fraudulent information to order or pay for your Services;

(e) by either you or CodeGuard, if the other Party commits a material breach or fails to perform any obligations under this Agreement, and has not remedied the breach within 30 days after receipt of a notice from the non-breaching Party identifying the breach or failure; or

(f) as otherwise provided in this Agreement, including as set forth in the AUP.

5.2. Early Termination Fees:

(a) Standard Services: Subject to Section 5.2 (b) below, if you terminate this Agreement or a Service before the end of its Initial Term (the "Terminated Services") by providing a Cancellation Request to CodeGuard, then in addition to paying the Fees for your Services provided by CodeGuard through the effective date of termination, you will pay to CodeGuard an early termination fee equal to 25% of the total Fees payable for the Terminated Services for the remainder of your Initial Term.

(b) Non-standard Services: If you terminate a Service provided by CodeGuard using non-standard hardware procured specifically for Customer at Customer's request, then in addition to paying the Fees for your Services provided by CodeGuard through the effective date of termination, you will pay to CodeGuard an early termination fee equal to 100% of the total Fees payable for the Terminated Services for the remainder of your Initial Term. For the avoidance of doubt, all Services shall be deemed to be Standard Services unless clearly indicated otherwise by CodeGuard.

6. REGULATORY AND SERVICE RESPONSIBILITIES

6.1. Security: CodeGuard will maintain the physical security of its data centers and equipment in accordance with its advertised security standards and compliance obligations detailed on the Website. The online security of your server and user access control (including the safety of all passwords and ensuring that the technical contacts specified for your services are up-to-date) is your responsibility, although CodeGuard offers additional Services that you may select to help you keep your servers and data secure. If your server is responsible for or involved in an attack or unauthorized access to another server or system, you will notify CodeGuard immediately and CodeGuard will have the right to respond as it determines appropriate including the right to identify, isolate and block the source of the attack.

6.2. Customer Data: CodeGuard is not aware of and does not monitor the type, nature or value of your data either passing over our network or being stored in our hardware, nor can we audit, view or manipulate your data in the ordinary course of business. The following provisions explain how we operate and your responsibilities:

(a) Data Retention/Server Reclaim: CodeGuard will remove and permanently delete any data stored on its systems or servers following the termination of any Services in accordance with its internal procedures. You will not have access to the systems or hardware following termination of a Service; therefore it is your responsibility to retain a copy of the data prior to termination. Where you request a copy of such data prior to termination, and where CodeGuard's systems permit recovery of such data, CodeGuard will use reasonable efforts to provide you with a copy of your data, subject to your payment of any reasonable fees quoted by CodeGuard in association with your request. You understand that no data or backups are recoverable from the On Demand Cloud Platform after termination of On Demand Services.

(b) Regulations: You are responsible for understanding the regulatory requirements applicable to your particular use or business and for selecting services that meet such requirements.

(c) Data losses: Some of our services are designed to minimize and/or mitigate the risk of data losses, to the extent possible. You are responsible for selecting services appropriate to your needs.

(d) Data Protection Legislation: Where the Services are provided in the European Economic Area ("EEA"), you are responsible as 'data controller' for complying with Directive 95/46/EC and with such EU member state implementations of the Directive as are applicable to you as a data controller (together "the DPL") as the DPL relates to personal data held or processed by you using the Services. This responsibility includes, but is not limited to, ensuring that the level of data security applicable to the CodeGuard products you select are sufficient to meet your obligation under the DPL to have in place appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data. In the event that CodeGuard is a "data processor" under the DPL in its provision of the Services, CodeGuard will (i) act only in accordance with your instructions as Data Controller; (ii) have in place appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data in respect of its own internal systems and processes used to provide the Services; and (iii) only allow its affiliates or sub-contractors based outside the EEA access to such personal data where necessary for the purpose of providing the Services to you and provided they are either located in a country for which the European Commission has made a positive finding of adequacy; or they are located in the United States of America and has self-certified under the Safe Harbor framework administered by the United States Department of Commerce in conjunction with the European Commission; or they have entered into an agreement containing sufficient guarantees in respect of the technical security measures and organisational measures governing the processing to be carried out.

(e) Data transit: You acknowledge that due to the dynamic resilience of CodeGuard's network and the internet that your data may transit internationally, including outside the EEA via the United States of America. Limiting this feature may affect the resiliency of your solution.

6.3. Monitoring User Activity: Users voluntarily engage in the use of the Internet and bear the risks associated with that activity. You acknowledge and agree that:

(a) CodeGuard exercises no control over this use and is under no obligation to monitor you or other Users and customers of CodeGuard with respect to breaches of this Agreement, or any content or information made available for distribution using the Services, including any information passing through CodeGuard's host computers, network hubs, and points of presence, the Internet, or any content any User may display or post on a website.

(b) CodeGuard will not be liable to you or any other party for unauthorized access to, alteration, theft or destruction of information distributed or made available through the Services through accident or fraudulent means or devices.

6.4. Interruption of Service: CodeGuard does not guarantee that (i) access to any Service will be uninterrupted or completely error-free; (ii) that defects can or will be corrected; or (iii) that any Service will be completely secure. You agree that:

(a) except as expressly provided in the Service Level Agreement, CodeGuard will not be liable to you, a User or any other third party for any temporary delay, outage or interruption of a Service; and (b) CodeGuard is not liable for any delay or failure to perform its obligations under this Agreement where the delay or failure results from an act of God or other cause beyond CodeGuard's reasonable control.

6.5. Customer Requirements: You acknowledge and agree that it is your responsibility to ensure that the Services are appropriate and suitable for your requirements. Where CodeGuard provides advice in reference to your Service requirements or the configuration of any equipment used in connection with your Service, such advice is provided in a good faith basis using reasonable skill and care. Professional services are subject to separate agreement between the Parties.

6.6. End of Life Support: CodeGuard may identify your Service or a product component of your Service as "End of Life" (each, an "EOL Product") and request that the EOL Product be replaced by a CodeGuard supported service or component and that you migrate your Services to such CodeGuard supported service or component. CodeGuard has no obligation to continue to make an EOL Product available after the End of Life date identified by CodeGuard; however,

CodeGuard may, at its discretion, continue to provide the EOL Product, or Services affected by an EOL Product, subject to the following limitations:

(a) CodeGuard's Service Level Agreements and performance guarantees will not apply to the EOL Product or any aspect of your Service that is adversely affected by the EOL Product;

(b) CodeGuard may only be able to provide limited support with respect to the EOL Product and the affected Service and any such support is provided on an "as-is" basis;

(c) CodeGuard will not be liable to you for any loss or damage arising from the provision of the EOL Product or any aspect of the Service affected by the EOL Product; and

(d) CodeGuard may, no more than once per calendar year, and at its sole discretion conduct a pricing review and adjust the price of your Services to account for the additional cost to CodeGuard involved in maintaining and providing Services to you using your EOL Product.

6.7. Insurance: CodeGuard will maintain insurance commensurate with its potential liabilities under this Agreement. You agree that insurance covering actual losses to your business, including losses related to interruption of business or cybercrime, are your responsibility.

7. CONFIDENTIALITY

7.1. Any Confidential Information disclosed by one Party ("Disclosing Party") to the other Party ("Recipient") in connection with this Agreement that is marked confidential will be protected and held in confidence by the Recipient. You and CodeGuard agree that Confidential Information will be used only for the purposes of this Agreement and related internal administrative purposes.

7.2. Disclosure of Confidential Information will be restricted to the Recipient's employees, contractors, affiliates or agents (including auditors, lawyers and consultants) on a "need to know" basis in connection with the services, each of whom are bound by confidentiality obligations no less stringent than these prior to such disclosure. Each Party may disclose Confidential Information relating to the Services to

providers of goods and services to the extent such disclosure is necessary and reasonably anticipated.

7.3. A Recipient may disclose Confidential Information to the extent required by law, but the disclosure does not relieve the Recipient of its confidentiality obligations with respect to any other party.

7.4. You agree that any audit, compliance, certification or security reports provided to you by CodeGuard are for your internal use only and are not to be disclosed or distributed by you to any third party. You agree that the terms of any Order you may place with CodeGuard are the confidential information of CodeGuard and you will maintain the strict confidentiality of this information.

8. RESELLING YOUR SERVICES

8.1. You may resell the Services to third parties, provided always that your reselling of the Services will not create a relationship between CodeGuard and any other person, nor will any other person be entitled to exercise any rights or remedies under this Agreement. You will be responsible for the use of the Services by any User as if you were using the Services yourself, and any use of the Services by any User is subject to (and you will be solely responsible for any breach of) the AUP.

9. BRANDED PRODUCTS

9.1. Hardware and Software: CodeGuard makes every effort to adopt a 'best in class' strategy with regards to the products it uses to provide the Services. However, CodeGuard does not manufacture the hardware, and in most cases does not develop the software components, that are used to provide the Services (the "Branded Products"). CodeGuard does not make any representations or warranties regarding either fitness for any particular purpose, nor any standard or quality, unless this forms part of the manufacturers' or developers' specifications for such Branded Products. This Section does not affect your rights under the Service Level Agreement.

9.2. Liability for Defects: CodeGuard is dependent on manufacturers and developers of the Branded Products for updates and patches,

including security patches, and will have no liability to you, your Users or any third party with respect to security vulnerabilities inherent in the applicable Branded Products.

9.3. End User License Terms: You agree:

(a) that you will not (i) copy any license keys or otherwise decrypt or circumvent any license keys with respect to the Branded Products; (ii) run Branded Products on a second system or through any other hosting provider; (iii) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on or during the use of any Branded Product; or (iv) reverse engineer, decompile, or disassemble any Branded Product, except to the extent such activity is expressly permitted by the vendor of the Branded Products or applicable law;

(b) to observe the terms of any license or applicable end user subscriber agreement for Branded Products made available to you;

(c) that CodeGuard will not have any liability to you or any other party resulting from your violation of any license agreements or end user subscriber agreements that govern such Branded Products; and

(d) that you will be solely responsible for any additional software or products that you install or use in connection with the Services. Additional restrictions may apply to any Microsoft software provided to you in connection with the Services. You agree to comply with all applicable Microsoft Corporation licensing terms.

9.4. Third Party Vendors: CodeGuard may from time to time introduce you to third party vendors with whom you contract for services. CodeGuard provides no warranty with respect to such services and you are responsible for assessing the appropriateness of the Third Party Vendors and their services for your requirements.

10. INDEMNITY BY CodeGuard

10.1. Indemnity: CodeGuard agrees to defend, indemnify and hold you harmless from and against any and all third party claims, damages, losses, liability, causes of action, judgments, costs or expenses (including reasonable legal fees) directly or indirectly arising from,

connected with or relating to any claim alleging that the provision of Services by CodeGuard infringes any third party's intellectual property rights.

10.2. Remedies: If a third party infringement claim described above in Section 10.1 prohibits your use of the Services in accordance with this Agreement, or if at any time any of your Services are, or in CodeGuard's opinion are likely to become the subject of a claim or allegation of infringement of a third party's intellectual property rights, CodeGuard in its discretion will either:

(a) replace or modify the affected Services to make them non-infringing;

(b) obtain a license for you to continue to use the affected Services; or

(c) terminate your Order for the affected Services and refund you the remainder of fees actually paid by you in respect of the Services.

10.3. This Section 10 represents your sole and exclusive remedies with respect to any claim or allegation that the Services infringe a third party's intellectual property rights.

11. LIMITATION OF LIABILITY

11.1. The provision of the Services by CodeGuard is subject to the limitations on liability outlined in this Section and sets out the Parties' entire liability arising out of or in connection with this Agreement. You acknowledge and agree that the Fees for the Services under this Agreement are based upon this allocation of risk.

11.2. Nothing in this Agreement is intended to exclude or limit either Party's liability for any loss or damage resulting from:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation; and

(c) any other type of liability that cannot be limited or excluded as a matter of law.

11.3. Neither Party will be liable to the other in respect of:

(a) any indirect, incidental, special, punitive, exemplary or consequential losses or damages of any kind;

(b) any lost profits (whether direct or indirect);

(c) any loss of revenue (whether direct or indirect);

(d) damages or costs associated with a loss of data; or

(e) any increased or duplicated costs, or any costs related to replacement services by third parties,
howsoever arising in connection with the performance or non-performance of the Services under this Agreement or otherwise.

11.4. CodeGuard's liability to the Customer for any losses or damages whether arising in tort (including negligence), contract or otherwise, is limited to and will not exceed the lesser of:

(a) an amount equal to 3 times the monthly recurring Fee paid by the Customer in the immediately preceding month to which the claim arose; or

(b) one hundred thousand dollars ($100,000 USD) (or an equivalent amount in any designated currency).

11.5. The Service Credits referenced in the Service Level Agreement are the Customer's sole and exclusive remedy in respect of any failure by CodeGuard to meet its performance warranties outlined herein and is not limited by Section 11.4 above.

12. DISCLAIMERS

12.1. Except as expressly set forth in this Agreement, the Services, including all information, content and other services made available by CodeGuard or any Third Party Vendors are provided on an "as is" or "as available" basis and CodeGuard DOES NOT make any representations or warranties regarding the Services.

12.2. CodeGuard, its parent company, its affiliates and subsidiaries hereby disclaim, to the fullest extent permitted by law, any express or implied warranties and conditions of any kind or nature whatsoever,

including warranties related to any course of dealing, usage or trade practice, or implied warranties and conditions of merchantability or fitness for a particular purpose.

13. GOVERNING LAW

13.1. Services Rendered in the United States
Where Services are rendered by CodeGuard in the United States of America, this Agreement will be governed by, and construed in accordance with, the laws of the state of Washington, and all disputes arising out of or related to this Agreement will be brought exclusively in the courts located in the State of Washington; provided, however that neither Party will be prevented from enforcing any related judgment against the other Party in any other jurisdiction. Where Services are rendered by CodeGuard in the United States of America, you will be invoiced by CodeGuard (USA) Inc.

13.3. Services Rendered in the European Union
Where Services are rendered by CodeGuard in the European Union, this Agreement will be governed by, and construed in accordance with, the laws of England and Wales, and all disputes arising out of or related to this Agreement will be brought exclusively in the courts located in England; provided, however, that neither Party will be prevented from enforcing any related judgment against the other Party in any other jurisdiction.

14. DISPUTE RESOLUTION

You and CodeGuard agree to use reasonable efforts to resolve any breach of this Agreement through good faith discussions prior to either Party taking any legal action with respect to such breach, except that either Party may seek immediate injunctive relief for any alleged or perceived violation of the other Party's obligations with respect to Confidential Information, your breach of the AUP, or any use of the Services by you or your Users which violates applicable law. Such discussions will involve senior representatives nominated by each Party and, if reasonably required, ultimately include the executive management of each Party if necessary. Only if such aforementioned dispute cannot be resolved through such good faith discussions within

30 days may legal action be taken by either Party to enforce its rights under this Agreement.

15. MISCELLANEOUS PROVISIONS

15.1. Changes to Our Online Terms: We may from time to time make changes to the Master Service Agreement, or any of the AUP, the SLA, the Additional Terms and Conditions or the descriptions of our Services, by making changes to those terms on our Website. Any such changes will take effect upon posting of the changes on the Website. If you add additional Services under this Agreement during a term (either the Initial Term or during a renewal Term), then the version of the Agreement (if any) in place on the Website at the commencement of that Term will govern any such additional Services, unless otherwise agreed in writing. If you do not agree to our changed terms, you may terminate this Agreement by providing a Cancellation Request to CodeGuard within thirty (30) days of the posting of any such changed terms. Your continued used of the Services following CodeGuard's posting of the changed terms constitutes your acceptance of those changed terms.

15.2. Modifications. Subject to Section 15.1 above, this Agreement may be amended only by a formal written agreement signed by both parties. A description of Services may be amended to modify, add, or remove services by a formal written agreement signed by both parties, or by an exchange of correspondence, including via electronic mail or online, provided correspondence includes the express consent of Customer and CodeGuard.

15.3. Relationship: You and CodeGuard are independent contractors and this Agreement does not establish any partnership, joint venture, agency, employment, franchise or other relationship between you and CodeGuard.

15.4. Waiver: The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not amend or negate the rights of the waiving Party.

15.5. Assignment: You may not sell, assign or transfer for rights or delegate your duties under this Agreement in whole or in part without

the prior written consent of CodeGuard, and any attempted assignment or delegation without CodeGuard's consent will be void.

15.6. Third Party Beneficiaries: You and CodeGuard agree that, except as expressly provided in this Agreement or the terms and conditions of use of any Third Party Products, there will be no third party beneficiaries to this Agreement.

15.7. Severability: If any provision of this Agreement is held to be invalid or unenforceable for any reason, that provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect.

15.8. Survival: Any provision of this Agreement that, by its nature, is applicable to circumstances arising after the termination or expiration of this Agreement will survive such termination or expiration and remain of full force and effect. No termination or expiration of this Agreement will relieve either you or CodeGuard from any liability arising out of any breach of this Agreement occurring prior to the termination or expiration.

15.9. Export Matters: Your use of the Services must be in compliance with applicable laws. Without limiting the foregoing statement, you agree to comply with all restrictions and regulations of the U.S. Department of Commerce, Foreign Affairs, Trade and Development Canada, the UK Department for Business, Innovation and Skills, or any other domestic or foreign agency or authority in connection with your use of the Services, and to not, in violation of any laws, transfer or authorize the transfer of any Services into any U.S., Canadian, UK or U.N. embargoed countries. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or using the Services for a purpose that is otherwise prohibited in accordance with any such list.

15.10. Notice: Unless otherwise specified in this Agreement, all notices, demands, requests or other communications required or permitted under this Agreement will be deemed given, in the case of notice to CodeGuard, when delivered personally or upon delivery of overnight or first class mail, or, in the case of notice to you, by email to a designated

contact email address or upon delivery of overnight or first class mail to your designated contact address.

15.11 Entire Agreement: This Agreement constitute the entire agreement between you and CodeGuard with respect to your Services, and does not include any representation, promise, warranty or guarantee other than what is expressly set out in this Agreement.