

---

Your Sales Order with Eclypsiium incorporates and is governed by the End User License Agreement below with respect to your purchase:

**ECLYPSIUM, INC.**  
**END USER LICENSE AGREEMENT**  
**("EULA")**

Last Updated July 13, 2021

The following terms apply to purchases of subscriptions to Eclypsiium Products, including Free Trial Products, and/or Support Services by the end user identified in the Sales Order (herein after "Licensee"):

**1. DEFINITIONS.**

**"Authorized Partner"** means a reseller, or a distributor authorized by Eclypsiium to resell Services and/or subscriptions to Eclypsiium Products.

**"Confidential Information"** means any and all information related to a party's business (including software, source code and specifications, trade secrets, technical information, business forecasts and strategies, personnel information and proprietary information of third parties provided to the other party in confidence) that is labeled or identified as "confidential" or "proprietary"; and if disclosed orally or otherwise in intangible form, is confirmed as such in writing within thirty (30) days of such disclosure; or otherwise is of such a type or disclosed in such a way that a reasonable person would understand that the information disclosed is confidential or proprietary. Without limiting the foregoing, all Software and Documentation shall be deemed the "Confidential Information" of Eclypsiium.

**"Documentation"** means Eclypsiium's published user and administration manuals and other documentation for the Software that are furnished to Licensee by Eclypsiium.

**"Eclypsiium Products"** means: (i) the Eclypsiium Software set forth in the applicable Sales Order and (ii) any Third-Party Software incorporated in or provided with the foregoing.

**"License Period"** means the period of time as identified in the applicable Sales Order for which Licensee is purchasing and will be entitled to the benefits of the applicable Eclypsiium Products.

**"Licensee Data"** means the electronic data and information submitted by Licensee into the Eclypsiium Software.

**"Software"** or **"Eclypsiium Software"** means the Eclypsiium proprietary software product(s) as licensed to Licensee in object code format, including the Support Services.

**"Free Trial Product"** means a trial offering of a Eclypsiium Product provided by Eclypsiium free of charge solely for the purpose of enabling evaluation of the Eclypsiium Product prior to the potential purchase of a subscription to such Eclypsiium Product.

**2. LICENSE.**

**2.1 Grant.** Subject to the terms and conditions of this EULA and payment of all fees and any applicable user/use limitations, Eclypsiium hereby grants to Licensee a nonexclusive, non-sublicensable, nontransferable, revocable license to: (i) install one (1) instance of the Software, in object code form only, on a Server under the sole control of Licensee; (ii) use, perform and display the installed copy of the Software in accordance with the Documentation for Licensee's internal purposes only; and (iii) make one (1) backup copy of the Software. The Software may include components that provided under license from third parties ("Third-Party Software"). All Third-Party Software is subject to the terms and conditions of the third-party license that accompanies it, a copy of which is included with the Documentation.

**2.2 Restrictions.** Licensee acknowledges and agrees that the Software and its structure, organization, and source code constitute valuable trade secrets and Confidential Information of Eclypsiium and its suppliers. Licensee agrees not to: (i) modify, adapt, alter, translate, or create derivative works from the Software; (ii) merge the Software with any other software; (iii) distribute, sublicense, lease, rent, loan, or otherwise transfer the Software to any third party; (iv) use the Software other than as described in the Documentation; (v) use the Software on or with any system for which it was not intended (as described in the Documentation); (vi) use the Software in any time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider environment; (vii) disclose to any third party any benchmarking or comparative study or analysis involving the Software ("Benchmarking") or any other information related thereto; (viii) use the Software or any Benchmarking in connection with the development of products that compete with the Software. Licensee shall not remove, alter, or obscure in any way all proprietary rights notices (including copyright, patent, and trademark notices and symbols)

of Eclipsium or its suppliers contained on or within the copies of the Software furnished by Eclipsium to Licensee. Licensee shall not disassemble, reverse engineer, analyze, decompile, modify, convert or translate the Software or apply any procedure or process to the Software in order to ascertain, derive and/or appropriate for any reason or purpose the source code for the Software or any Confidential Information, trade secret information or process or software contained in the Software, except as otherwise expressly permitted by applicable law that may not lawfully be excluded by agreement between the parties.

**2.3 Ownership.** As between Licensee and Eclipsium, except for the nonexclusive licenses expressly granted to Licensee in Section 2.1, Eclipsium and its suppliers retain all right, title and interest in and to the Software. There are no implied licenses in this EULA, and all rights not expressly granted hereunder are reserved to Eclipsium and its suppliers. Licensee owns all data produced by the Software, subject to Eclipsium's license to use such data, in a format that does not disclose any of Licensee's Confidential Information to any third party, in the development and operation of its products and services.

**2.4 Updates and Support Services.** Eclipsium will use commercially reasonable efforts to provide technical support and software maintenance services for Eclipsium Products which will include reasonable telephone and email technical support during Eclipsium's normal business hours (9am to 5pm Pacific time) as such policies and/or support terms may be updated by Eclipsium from time to time. Any updates to the terms applicable to Support Services made during any then-current License Period will not apply until the start date of the next License Period. The Support Services include the provision of Updates and Upgrades to the Eclipsium Products, when and if such Updates or Upgrades are made generally available.

**2.5 Protection of Licensee Data.** Eclipsium will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Licensee Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Licensee Data (other than by Licensee or its authorized users).

**3. TERM AND TERMINATION.** This EULA shall enter into effect upon its acceptance as set forth above and continue in full force and effect until revoked by Eclipsium or earlier terminated by either party as expressly permitted by this EULA. Each party shall have the right to terminate this EULA immediately upon written notice if: (i) Licensee discontinues use of the Software; or (ii) the other party breaches a material term of this EULA and fails to cure such breach within thirty (30) days after written notice of breach by the non-breaching party. Notwithstanding the foregoing, Eclipsium shall have the right to terminate this EULA immediately upon written notice if Licensee breaches Section 2. Upon the expiration or any termination of this EULA, all licenses granted hereunder shall immediately terminate and Licensee shall return or destroy all copies of the Software, Documentation and any other Confidential Information.

#### **4. WARRANTIES; DISCLAIMER**

**4.1 General Warranties.** Eclipsium represents and warrants to the Licensee the following: (a) that it owns or has a license to all components used in the Products; (b) that the Products as provided by Eclipsium does not contain any code that contains any virus, "back door", "time bomb", "Trojan Horse", "worm", "drop dead device" or other software routine designed to (i) permit unauthorized access to, or use of, computing equipment or networks, (ii) replicate, transmit, or activate itself without control of a person operating the computing equipment on which it resides, or (iii) alter, disable, damage, or erase any other software without authorization; and (c) that in performing under this Agreement it will comply with all applicable law.

**4.2 Product Warranty.** Eclipsium represents and warrants to the Licensee that the Products will perform in all material respects as specified in the Documentation under normal use for a period of thirty (30) calendar days from the commencement of the License Period. Licensee's exclusive remedy for a breach of this limited warranty is to return any allegedly defective software and Eclipsium, at its option, will replace it or refund any Fee paid for the defective software. This warranty, however, does not apply to any Third Party Software, or if the defect is caused by Licensee's use of the Software other than as described in the Documentation, or to any modifications or changes to the Products made by anyone other than Eclipsium.

**4.3 DISCLAIMER OF WARRANTY.** ECLYPSIUM AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND DOCUMENTATION "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION IS WITH LICENSEE. SHOULD THE SOFTWARE OR DOCUMENTATION PROVE DEFECTIVE, LICENSEE ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

#### **5. INDEMNITY; LIMITATION OF LIABILITY**

**5.1 Obligation.** Subject to the conditions and exceptions listed below, Eclipsium will defend Licensee and Licensee's shareholders, directors, partners, members and employees (the "Defendants") against a third party's

claim that Licensee's use of the Software (in the form delivered to Licensee and as authorized in this Agreement) infringes or misappropriates the third party's copyright or United States trade secret rights, or directly infringes a valid United States patent that issued as of the Effective Date (in each case, a "Claim"), and will further indemnify the Defendants against any damages, fees (including reasonable attorney fees), costs and expenses which are included in a final award, judgment or settlement of a Claim.

**5.2 Conditions.** Eclipsium's obligations in this Section 5 are conditioned on (a) Licensee notifying Eclipsium immediately upon receiving a Claim and providing Eclipsium with a written copy of the Claim, (b) Licensee cooperating with Eclipsium in the defense or settlement of the Claim, and (c) Licensee providing Eclipsium with all necessary authority for Eclipsium to defend or settle the claim. Licensee may participate in the defense or settlement of the Claim at its own expense. Following notice of a Claim, or if in its discretion Eclipsium determines that a Claim is likely, Eclipsium may, at its sole option, procure for Licensee the right to continue to use the Software as furnished, or replace or modify the Software to make it non-infringing, or terminate this Agreement and refund to Licensee any Fees that Licensee pre-paid for unused portions of the License Period.

**5.3 Exceptions.** Eclipsium has no obligation under this Section 5 with respect to any Claim based upon or otherwise relating to: (a) any use of the Software that is not authorized by this Agreement; (b) the combination of the Software with other products, services, equipment, software, or data not supplied by Eclipsium; (c) any modification of the Software by any person other than Eclipsium or its authorized agents; or (d) any Third-Party Software.

THIS SECTION REPRESENTS ECLYPSIUM'S ENTIRE LIABILITY TO LICENSEE FOR INDEMNITY OF THIRD-PARTY INTELLECTUAL PROPERTY CLAIMS.

**5.4 LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR (I) ANY LOST DATA, LOST PROFITS, SECURITY BREACH OR GOVERNMENTAL FINE DUE TO RELIANCE ON THE SOFTWARE OR SUPPORT SERVICES, OR CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATING TO THIS EULA, EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR (II) ANY AMOUNTS EXCEEDING A SUM EQUAL TO THE TOTAL OF FEES PAID AND PAYABLE BY LICENSEE TO ECLYPSIUM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO LIABILITY. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM.

**EXCLUSIONS.** THE LIMITATIONS OF LIABILITY IN SECTION 5.4 DO NOT APPLY TO: (I) CLAIMS ALLEGING FRAUD OR WILLFUL MISCONDUCT; OR (II) BREACHES OF SECTIONS 2.2 OR 2.3 (II) ECLYPSIUM'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.1; OR (II) CLAIMS FOR NON-PAYMENT. SECTION 5.4 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS ESMA IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 6. FEES, PAYMENT AND TAXES

**6.1 Payment Terms.** Upon receipt of Licensee's (or an Authorized Partner's) purchase order or Sales Order for a License Period, unless the applicable Sales Order includes a billing and/or payment schedule, Eclipsium or its Authorized Partner, as applicable, will invoice Licensee the applicable fees in the currency as stated in the applicable ordering document (or USD where no currency is specified). Fees are due to Eclipsium within thirty (30) days of the date of Eclipsium's invoice. Where a License for a Eclipsium Product is purchased through an Authorized Partner, any disputes regarding payment must be addressed to such Authorized Partner.

**6.2 License Period Not Cancelable.** Except for the provisions of this EULA allowing for early termination, the License Period is non-cancelable and non-terminable. Unless a Sales Order has been terminated by Licensee in accordance with this EULA, Eclipsium reserves the right to invoice Licensee for any future payments included in a Sales Order and will not be obligated to issue any refunds for subscription fees paid.

**6.3 Taxes.** The fees for Licenses to Eclipsium Products do not include taxes. Licensee will pay any and all sales, use, excise, import, export, value added, GST or similar taxes ("Transaction Taxes") and all government permit or license fees, and all customs, duty, tariff and similar fees levied upon the sale of subscriptions to Eclipsium Products under the EULA, exclusive of income taxes based on Eclipsium's net income. Licensee will pay any costs associated with the collection of Transaction Taxes, including penalties and interest. If Licensee is required to pay any withholding tax, charge or levy with respect to payments to Eclipsium ("Withholding Taxes"), Licensee agrees to gross up payments actually made to Eclipsium such that Eclipsium receives sums due in full and free of any deduction of any such Withholding Tax, subject to Eclipsium providing documentation to support the lowest legal withholding rate under the applicable double tax treaty. Eclipsium will cooperate with Licensee to enable Licensee to pay the lowest legal withholding rate by providing any available tax documents in its possession to support the lowest applicable withholding rate. Under current United States income tax laws, Eclipsium cannot receive any tax benefits or credits for withheld tax amounts by Licensee.

**7. EXPORT CONTROL.** Licensee represents and warrants that it shall comply with all laws and regulations applicable to Licensee with respect to the license and use of the Software. Licensee further acknowledges and agrees that the Software licensed under this Agreement may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder. Licensee agrees to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State. Specifically, Licensee covenants that it shall not, directly or indirectly, sell, export, reexport, transfer, divert, or otherwise dispose of any Software or technology (including products derived from or based on such technology) received from Eclypsium under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. These prohibitions include, but are not limited to the following: (i) the Software cannot be exported or re-exported to any countries embargoes by the United States (currently including Cuba, Iran, North Korea, Sudan or Syria) which includes nationals of these countries employed by Licensee; (ii) the Software cannot be exported or re-exported for military use in country group ‘b’ prior to valid ‘export license’ or valid ‘license exception’; (iii) engineers cannot have access to Eclypsium’s proprietary encryption source code; and (iv) the Software cannot be used for any prohibited end uses including any ‘nuclear, biological or chemical weapon related activities’. Licensee agrees to notify Eclypsium of any suspicious activities by any employee related to the Software. Licensee agrees to indemnify, to the fullest extent permitted by law, Eclypsium from and against any fines or penalties that may arise as a result of Licensee’s breach of this provision. This export control clause shall survive termination or cancellation of this EULA.

**8. ANTICORRUPTION LAWS.** Licensee acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act (the “FCPA”) and the U.K. Bribery Act of 2010 (“UKBA”) and agrees to comply with its terms as well as any provisions of local law or Eclypsium’s corporate policies and procedures related thereto. Licensee further understands the provisions relating to the FCPA and UKBA’s prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party’s influence with that government, to obtain or retain business involving the Software. Licensee agrees to not violate or knowingly let anyone violate the FCPA or UKBA, and Licensee agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anticorruption or antibribery law.

**9. CONFIDENTIALITY.** Each party agrees: (i) to hold the other party’s Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties, except as described below; and (iii) not to use any Confidential Information except for the purposes of this EULA. Each party may disclose the other party’s Confidential Information to its responsible employees and contractors with a bona fide need to know, but only to the extent necessary to carry out the purposes of this EULA, and only if such employees and contractors are subject to a nondisclosure agreement sufficient to protect the other party’s Confidential Information hereunder. The restrictions set forth in this section shall not apply to any Confidential Information that the receiving party can demonstrate: (a) was known to it prior to its disclosure by the disclosing party; (b) is or becomes publicly known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such disclosure without restriction; (d) is independently developed by the receiving party; (e) has been approved for release by the disclosing party’s prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice thereof, to the extent practicable, to enable the disclosing party to seek a protective order or otherwise prevent such disclosure. The parties agree that a breach of this section may cause irreparable damage which money cannot satisfactorily remedy and therefore, the parties agree that in addition to any other remedies available at law or hereunder, the disclosing party shall be entitled to seek injunctive relief for any threatened or actual disclosure by the receiving party.

## **10. GENERAL.**

**10.1 Independent Contractors.** The parties are and at all times shall be and remain independent contractors as to each other, and at no time shall either party be deemed to be the agent or employee of the other. No joint venture, partnership, agency, or other relationship shall be created or implied as a result of this EULA. Furthermore, neither party shall have the authority to, and shall not purport to, enter into any contract or commitment on behalf of the other party.

**10.2 Governing Law.** The laws of the State of Oregon, U.S.A., govern this EULA (without regard to Oregon conflict of laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act), Licensee agrees to exclusively resolve all disputes, claims and controversies

arising from or relating to this Agreement in the state or federal courts located in Multnomah County, Oregon, and Licensee irrevocably waives any objection to such exclusive jurisdiction.

**10.3 Equitable Relief.** Licensee acknowledges that Eclipsium would suffer immediate and irreparable harm for which monetary damages would be an inadequate remedy if Licensee were to breach its obligations under Sections 2.2 (Restrictions) or 2.3 (Ownership). Licensee therefore expressly agrees that Eclipsium shall be entitled to obtain equitable relief, including injunctive relief, from any court having jurisdiction, in order to protect rights and interests in connection with Section 2 of this EULA or in connection with any license restriction contained herein. Such remedy shall be in addition to such other remedies as may be available at law or in equity.

**10.4 Notices.** All notices permitted or required by this EULA shall be in writing and shall be delivered by personal delivery, national express courier with a tracking system, or by certified or registered mail, return receipt requested, and shall be deemed given, respectively, on the date of personal delivery, five (5) days after deposit in the mail, or on the date of delivery by courier. Notices shall be addressed to "Legal" and sent to the addresses set forth in the Ordering Document(s). Either party may amend its address for notice upon written notice to the other.

**10.5 Inspection.** During the License Period and for one year thereafter, Eclipsium or its designated agent may inspect Customer's facilities and records to verify Customer's compliance with this Agreement. Any such inspection will take place only during normal business hours and upon not less than ten business days prior written notice. Customer shall reasonably cooperate with the inspection, making such personnel and records available as Eclipsium may reasonably request.

**10.6 U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software and Documentation are "commercial items", "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and Documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. The Software was developed fully at private expense.

**10.7 Waivers; Amendment.** No waiver of any terms or conditions of this EULA shall be valid or binding on a party unless such party makes the waiver in hardcopy writing signed by an authorized representative of that party. The failure of one party to enforce any of the provisions of this EULA, or the failure to require at any time the performance of the other party of any of the provisions of this EULA, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a party to enforce each and every provision thereafter. This EULA may not be altered, amended, modified, or otherwise changed in any way except by a hardcopy written instrument signed by the authorized representatives of each party.

**10.8 Severability.** If any provision of this EULA is found or held to be invalid or unenforceable by any tribunal of competent jurisdiction, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this EULA, which shall remain in full force and effect.

**10.9 Free Trial Products.** If Licensee executes a Sales Order pursuant to this EULA for a license to a Free Trial Product, Eclipsium will make the Free Trial Product available to Licensee beginning on the License Period start date of such Sales Order until: (i) the end of the License Period as set forth in the Sales Order, or, if no Subscription Period is specified in the Sales Order, then thirty (30) days from the date of Licensee's execution of the Sales Order; or (ii) termination of access to or use of the Free Trial Product by Eclipsium in its sole discretion (the "Trial Period"). Eclipsium may, in its sole discretion, extend the Trial Period by continuing to provide Licensee with access to the Free Trial Product. Any such extension will be considered part of the Trial Period. Additionally, Eclipsium may, in its sole discretion, provide Licensee with free trial access to or use of the Free Trial Product without the requirement that Licensee execute an Sales Order. Such Free Trial Product will, nonetheless, be treated as a Free Trial Product under these terms, and, in such case, the applicable "Trial Period" will be the period beginning on the date when Eclipsium first provides Licensee with access to or use of the Free Trial Product and ending on the date on which Eclipsium notifies Licensee that the Trial Subscription Period is ending (email acceptable).

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA: (A) FREE TRIAL PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; (B) ECLYPSIUM MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO FREE TRIAL PRODUCTS; AND (C) ECLYPSIUM HAS NO INDEMNIFICATION OBLIGATIONS WHATSOEVER WITH REGARD TO FREE TRIAL PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ECLYPSIUM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES WITH REGARD TO FREE TRIAL PRODUCTS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS

FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE IN TRADE. ECLYPSIUM DOES NOT WARRANT THAT FREE TRIAL PRODUCTS ARE OR WILL BE ERROR-FREE OR UNINTERRUPTED, WILL MEET LICENSEE'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 5 OF THIS EULA: (A) IN NO EVENT WILL ECLYPSIUM BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF DATA OR USE OF DATA, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH FREE TRIAL PRODUCTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (B) IN NO EVENT WILL ECLYPSIUM'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO FREE TRIAL PRODUCTS EXCEED THE AMOUNT OF ONE THOUSAND UNITED STATES DOLLARS (\$1,000.00 USD). THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**10.10 Entire Agreement and Conflicts.** This EULA, the Sales Order and any exhibits, attachments, or addendums thereto set forth the entire agreement and understanding of the parties relating to the subject matter of this EULA, and supersede all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom. This EULA and Sales Orders hereunder will prevail over any additional, conflicting or inconsistent terms and conditions which may appear on any purchase order furnished by Licensee, and any additional terms and conditions in any such purchase order will have no force or effect, notwithstanding Eclipsium's acceptance or execution of such purchase order. In the event of a conflict between the terms of any Sales Order with the terms of this EULA, the terms of the Sales Order will control, but (a) only with respect to the specific Eclipsium Product(s) or Support Services purchased under such Sales Order, and (b) only if the Sales Order specifically references the conflicting provision(s) of this EULA with the intention to supersede such provision(s).