

# RegScale, Inc.

## RegScale Enterprise Edition End User License Agreement

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**THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

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- D. Enterprise Agreement. In order for you to use the Software, RegScale must first have entered into a separate written enterprise agreement (“**Enterprise Agreement**”) with the entity that is responsible for the computer or server on which the Software is installed (the “**Enterprise**”). The Enterprise Agreement will authorize the Enterprise to provide you access to the Software. You represent and warrant that (i) you have express authority and consent from the Enterprise to enter into this EULA and use the Software, and (ii) if at any time RegScale is notified that such authority or consent does not exist or has been withdrawn, RegScale reserves the right to promptly terminate your use of the Software (without any right of refund to the Enterprise).

### 2. RESTRICTIONS

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- A. Term. This Agreement commence on the date when you accept (as described in the preamble above) and remains in full force and effect while you use the Software during the term of the Enterprise Agreement, unless terminated earlier in accordance with this Agreement.
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- C. Termination of License by RegScale. RegScale has the right to suspend or terminate your use or access to the Software provided to you for any reason, including if you have breached any provision of this Agreement or if RegScale is required to do so by law (e.g., where the provision of the Software is, or becomes, unlawful). You agree that all terminations for cause shall be made in RegScale's sole discretion and that RegScale shall not be liable to you or any third party for any termination of your Account or license.
- D. Termination of License by You. If you want to terminate this Agreement, you may do so by (a) deleting the Software from your device(s), and (b) discontinuing your use of the Software.
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REGSCALE IS NOT OBLIGATED TO INDEMNIFY YOU FROM ANY CLAIM OR ACTION, INCLUDING INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS OR ACTIONS.

#### 6. EXCLUSION AND LIMITATION OF REMEDIES AND DAMAGES

IN NO EVENT SHALL REGSCALE, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SOFTWARE (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, OR SUBSTITUTE GOODS OR SERVICES, (II) FOR YOUR RELIANCE ON THE SOFTWARE (III) FOR ANY DIRECT DAMAGES IN EXCESS (IN THE AGGREGATE) OF THE FEES RECEIVED BY REGSCALE FROM THE ENTERPRISE FOR YOUR LICENSE TO THE SOFTWARE OR (IV) FOR ANY MATTER BEYOND REGSCALE' REASONABLE CONTROL. THIS LIMITATION OF LIABILITY SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU IN THEIR ENTIRETY.

7. **COVENANT NOT TO SUE**. You hereby covenant not to assert any claim or commence any suit against RegScale' suppliers or partners with respect to the Software.

## 8. APPLICATION OF DISCLAIMERS, EXCLUSIONS AND LIMITATIONS TO CONSUMERS

The limitations or exclusions of warranties and liability contained in this Agreement do not affect or prejudice the statutory rights of a consumer, i.e., a person acquiring goods otherwise than in the course of a business. The limitations or exclusions of warranties and remedies contained in this Agreement shall apply to you only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where you are located.

## 9. NO SOFTWARE MAINTENANCE OR SUPPORT

Unless expressly and otherwise agreed by RegScale in the Enterprise Agreement, the Software is provided without software maintenance or support of any kind.

## 10. EXPORT

The Software and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from RegScale, or any products utilizing such data, in violation of the United States export laws or regulations. You will indemnify and hold RegScale harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by you of its obligations under this section. Your obligations under this section shall survive the expiration or termination of this Agreement.

## 11. RESTRICTED RIGHTS

The Software is deemed to be "commercial computer software" and "commercial computer software documentation" as defined in DFARS Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this Agreement.

## 12. FEEDBACK

If you provide RegScale any feedback or suggestions ("**Feedback**"), you hereby assign to RegScale all rights in the Feedback and agree that RegScale shall have the right to use such Feedback and related information in any manner it deems appropriate. RegScale will treat any Feedback you provide to RegScale as non-confidential and non-proprietary. You agree that you will not submit to RegScale any information or ideas that you consider to be confidential or proprietary.

## 13. DISPUTE RESOLUTION

Except for disputes that can be brought in small claims court, all disputes between you and the RegScale, including any dispute regarding this Agreement, shall be exclusively settled through binding arbitration through the American Arbitration Association ("**AAA**") pursuant to the AAA's then-current rules for commercial arbitration. There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited. YOU AND REGSCALE AGREE THAT ANY SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. Notwithstanding any provision in this Agreement to the contrary, if the class-action waiver in the prior sentence is deemed invalid or unenforceable, however, neither you nor we are entitled to arbitration. This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator's award may be entered in any court of competent jurisdiction. Notwithstanding any provision in this Agreement to the contrary, we agree that if RegScale makes any future material change to this dispute resolution provision, it will not apply to any individual claim(s) that you had already provided notice of RegScale. Information on AAA and how to start arbitration can be found at [www.adr.org](http://www.adr.org) or by calling 800-778-7879.

This Agreement is governed by the laws of the State of Delaware without regard to conflict of law principles. If the arbitration provision in this section is found unenforceable or not to apply for a given dispute, then the proceeding must be brought exclusively in and each party hereby irrevocably submits to the exclusive jurisdiction of a court of competent jurisdiction in the Commonwealth of Virginia. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

## 14. GENERAL

You may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of RegScale and any such assignment shall be null and void. RegScale expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event that any provision of this Agreement is found to be contrary to law, then such provision shall be construed as nearly as possible to reflect the intention of the parties, with the other provisions remaining in full force and effect. Any notice to you may be provided by email. This Agreement constitutes the entire agreement of the parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. No amendment to this Agreement will be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions. In addition, the terms of this Agreement shall control any conflicting, inconsistent, and/or additional standard terms or conditions on any purchase order, invoice or other document submitted by you, notwithstanding any provision to the contrary in any such document.

## 15. Questions, Complaints, and Claims.

If you have any questions, complaints or claims with respect to the Software, please contact us at: RegScale, Inc., 1775 Tysons Boulevard, 5<sup>th</sup> Floor, Tysons, VA 22102 or [info@regscale.com](mailto:info@regscale.com). If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.