

## **Securonix Terms and Conditions**

When Client selects Securonix as a Service, Client agrees to the following terms imposed by Securonix:

- 1.** Customer may access and use the Securonix Products solely in connection with the Service Provider Services provided by Participant and in accordance with any written or electronic documentation and any license restrictions set forth in the applicable License Agreement for such Securonix Product. Customer's consultants may access and use the Securonix Products solely on behalf of Customer for Customer's benefit in connection with Customer's receipt of Service Provider Services, provided that Customer shall remain liable for any non-compliance by its contractors with these Minimum Terms.
- 2.** Customer shall not, and shall not permit its employees or consultants to, (a) license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the Securonix Software or Securonix Cloud offerings or make the Securonix Software or Securonix Cloud offerings available to any third party except that Customer may permit its individual consultants to access and use the Securonix Software and Securonix Cloud offerings to the extent expressly permitted by Participant in accordance with Section 1 above; (b) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Securonix Software and/or Securonix Cloud offerings; (c) access the Securonix Software and/or Securonix Cloud offerings in order to build a similar or competitive software or service; (d) copy, reproduce, distribute, republish, download, display, post or transmit the Securonix Software or Securonix Cloud offerings in any form or by any means, including electronic, mechanical, photocopying, recording or other means. Customer acknowledges that Customer shall be fully responsible for all liabilities incurred through its use, or any of its employees or consultants use, of the Securonix Software and/or Securonix Cloud offerings.
- 3.** Customer acknowledges and agrees that the Securonix Software may contain Open Source Software that is subject to the General Purpose License "GPL" or other open source licenses and Customer's acceptance of the Customer Agreement constitutes Customer's acceptance of additional terms, if any, included in the GPL with respect to such Open Source Software.
- 4.** In the event Customer, or any of its employees or consultants, are in violation of the Customer Agreement, Participant and Securonix reserve the right to temporarily suspend, indefinitely suspend, or terminate a Customer's account or access to the Securonix Products. If Customer materially breaches any Customer Agreement relating to Securonix Products, Participant will notify Securonix of such breach.
- 5.** Securonix has no obligation or responsibility whatsoever to provide support and maintenance services to Customer for any purpose.
- 6.** Customer disclaims all representations and warranties by Securonix and Customer acknowledges that Securonix will have no liability to Customer, or any of its employees or consultants, and that Customer's and its employees' and consultants', sole and exclusive remedy

for any claim arising under, or in connection with, the Customer Agreement shall be against Participant.

**7.** Customer acknowledges and agrees that Securonix, and its affiliates, are named as intended third party beneficiaries of the Customer Agreement, with the right to enforce its terms directly against Customer.