



Arxys Extended Warranty, Support Services, and Software Maintenance Contract Terms and Conditions

Basic Warranty and Basic Warranty Services Information

Hardware

1. Manufacturer's Warranty Information:

- a) Manufacturer (Arxys) provides a return to factory warranty for all products offered. Extended Warranty period is specified on an as quoted basis for Arxys hardware. Replacement Products will be warranted for the remaining warranty period of the contracted period for the original Products.
- b) All parts replaced during the guarantee period shall become the property of Manufacturer.
- c) Inspection and repair of defective equipment under this guarantee will be performed only at Manufacturer's plant (or any alternate site designated by Manufacturer): **435 W. Bradley Ave., Suite C El Cajon, CA**. The Manufacturer will employ commercially reasonable efforts to ship a replacement product within thirty (30) working days after receipt of failed part and a Return Materials Authorization (RMA) request. Delivery times will vary depending on customer location. Manufacturer, at its option, may repair or replace the defective product as exclusive warranty remedies hereunder.
- d) Product returned to Manufacturer must first be assigned a Return Materials Authorization (RMA) number. The RMA number must appear clearly on the outside of the shipping container. Product shipped to Manufacturer without an RMA number will be returned to sender unopened. When equipment is returned to the Manufacturer's authorized service facility for repairs, the ordering activity shall be responsible for any loss or damage to equipment being returned by the ordering activity for repair to the Manufacturer's authorized service facility. Manufacturer shall only be responsible for any loss or damage while the equipment is at the Manufacturer's authorized service facility and until it is returned to the ordering activity's location.

Software

1. Warranty:

- a) **LIMITED WARRANTY.** Manufacturer (Manufacturer) warrants that for a period of 90 days from the date of delivery of the Product to Licensee: (i) the media on which the Product is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Product substantially conforms to its published specifications. Except for the foregoing, the Product is provided AS IS. In no event does Manufacturer warrant that the Product is error free, that it will operate with any software or hardware other than that provided by Manufacturer or specified in the documentation, or that the Product will satisfy Licensee's own specific requirements.
- b) **REMEDY.** Licensee's exclusive remedy and the entire liability of Manufacturer under this limited warranty and any other guarantee made by Manufacturer is, at Manufacturer's option, to repair or replace any Product that fails during the warranty period at no cost to Licensee. Manufacturer will replace defective media or documentation or, at its option, undertake reasonable efforts to modify the Product to correct any substantial non-conformance with the specifications.
- c) **RESTRICTIONS.** The foregoing limited warranties extend only to the original Licensee (and not to any subsequent purchasers or third parties), and do not apply if the Product (a) has been altered or serviced, except by Manufacturer or an Manufacturer-authorized service provider, (b) has not been installed, operated, repaired, or maintained in accordance with Manufacturer's instructions, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence or accident, (d) is licensed for beta, evaluation, testing or demonstration purposes for which Manufacturer does not receive a payment of full purchase price or license fee, (e) has been damaged or rendered defective by the use of parts not manufactured or sold by Manufacturer or (f) has been operated outside the usage parameters stated in the user documentation shipped



with the Product. Manufacturer's limited software warranty does not apply to software corrections or upgrades.

- d) **INFRINGEMENT INDEMNITY.** Manufacturer will, at its expense, defend any suit brought against Licensee based upon a claim that the Product as delivered by Manufacturer directly infringes a valid patent or copyright. Manufacturer will pay costs and damages finally awarded against Licensee directly attributable to any such claim, but only on condition that (a) Manufacturer is notified promptly in writing of such claim by Licensee, (b) Manufacturer has sole control of the defense and settlement negotiations, (c) Licensee provides Manufacturer all information and communications received by Licensee concerning such claim, and (d) Licensee provides reasonable assistance to Manufacturer when requested. Manufacturer will have the right, at its option and expense, (i) to obtain for Licensee rights to use the Product, (ii) to replace or modify the Product so it becomes non-infringing, or (iii) to accept return of the Product in exchange or for a credit not to exceed the purchase price paid by Licensee for such Product. The foregoing, subject to the following restrictions, states the exclusive liability of Manufacturer to Licensee concerning infringement.
- e) **RESTRICTIONS.** Manufacturer will have no liability for any claim of infringement based on: (i) use of a superseded or altered release of the Product, (ii) use of the Product in combination with equipment or software not supplied or specified by Manufacturer in the Product documentation where the Product would not itself be infringing, (iii) use of the Product in an application or environment not described in the Product documentation or (iv) Product that has been altered or modified in any way by anyone other than Manufacturer or according to Manufacturer's instructions.
- f) **DISCLAIMER; LIMITATION OF REMEDY AND LIABILITY; PRECAUTIONS.** EXCEPT FOR THE WARRANTIES SPECIFICALLY DESCRIBED HEREIN, Manufacturer AND ITS THIRD PARTY LICENSORS DISCLAIM ANY AND ALL WARRANTIES AND GUARANTEES, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE PRODUCT, SPECIFICATIONS, SUPPORT OR SERVICES DELIVERED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER MANUFACTURER NOR ITS THIRD PARTY LICENSORS HAVE AUTHORIZED ANYONE TO MAKE ANY REPRESENTATIONS OR WARRANTIES OTHER THAN AS PROVIDED ABOVE. THE COLLECTIVE LIABILITY OF Manufacturer AND ITS THIRD

PARTY LICENSORS UNDER THIS LICENSE WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCT. NEITHER MANUFACTURER AND ITS THIRD PARTY LICENSORS NOR LICENSEE WILL HAVE ANY OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE OR OTHER GOODS OR SERVICES FURNISHED TO LICENSEE BY MANUFACTURER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON THE ARXYS NETWORK STORAGE NODE OR OTHER ARXYS AUTHORIZED AND SUPPORTED HARDWARE AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. ARXYS IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY DATA STORED ON THE ARXYS NETWORK STORAGE NODE OR OTHER ARXYS-AUTHORIZED AND SUPPORTED HARDWARE.

Basic Warranty Services Information

1. Service Areas:



- a) The annual maintenance fees as quoted are applicable to any ordering activity location within the geographic scope deemed by the purchase order.
- b) The maintenance repair services will be performed at the Manufacturer's plant(s) listed below (or any alternate site designated by Manufacturer):

435 W. Bradley Ave., Suite C
El Cajon, CA 92020

2. Technical Services:

Email and Web support is available during the warranty period during Standard Business hours (M-F, 9AM-5PM Pacific Time). Technical support is available via:

[Online Ticket system: https://www.arxys.com/support](https://www.arxys.com/support)
[Email: support@arxys.com](mailto:support@arxys.com)

All other Technical Support services from the Manufacturer are available per charges as quoted.

A. Arxys Gold Extended Support and Maintenance Level

1. Maintenance Provisions:

- a) **SERVICES AND SUPPORT PACKAGE.** Manufacturer will provide to Customer the technical support and maintenance services ("Services"), for the following support packages selected by the Customer ("Support Package"):

Standard Gold Extended Support Offering
1 year Standard Business hours (M-F, 9AM-5PM Pacific Time). Next Business day response (24-hour SLA, holidays excluded) Next Business day parts shipment (delivery of parts may take longer) Onsite technician

- b) **SERVICE MODIFICATIONS.** Manufacturer reserves the right to add, change, or delete available Services or Support Packages for certain hardware or software platforms and configurations in its reasonable discretion upon 90 days notice. If Manufacturer deletes an entire Support Package at any time during the term of this Agreement, Manufacturer will refund to Customer a pro rata portion of the Annual Fee paid by Customer for the portion of applicable Services not rendered for the remainder of the term due to the deletion of the Support Package.
- c) **ADVANCE REPLACEMENT.** Advance Replacement means that replacement products or parts will be shipped to the Customer before Manufacturer receives the product or part with a problem. If Advance Replacement service is in effect under the Support Package selected by Customer Manufacturer will use commercially reasonable efforts to replace malfunctioning Covered Product hardware that fails to meet its published specifications, or parts that are Field Replaceable Units.
- d) **TIME OF REQUEST.** For Gold Support, when Customer calls are remotely diagnosed by Manufacturer as a hardware problem before 12:00 p.m. Pacific Time, Manufacturer will initiate replacement product or part shipments by the next business day. Manufacturer business hours are 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding holidays observed by Manufacturer.
- e) **EXCHANGE OF PARTS.** All replacement products or parts will be provided to Customer on an exchange basis, Customer must return the replaced hardware to Manufacturer within **ten** business days of receipt of the replacement hardware product. Customer agrees that if it does not



return the replaced hardware within the **ten**-business day period, it will pay Manufacturer's then current price for the replaced hardware. Return of hard drive top plates are acceptable from Customer's in secure locations (offered at an additional cost). Non-return pricing is available.

- f) **REPLACEMENT PARTS.** Replacement product or parts may be new, reconditioned, or refurbished. The replaced hardware will become the property of Manufacturer. Customer will ship all replaced hardware for exchange or repair to Manufacturer at its own expense and in accordance with the RMA number and shipping instructions provided by Manufacturer. Manufacturer will pay shipping costs for the hardware being shipped to Customer, except that Customer will pay any applicable taxes, duties, or other costs for international shipments.
- g) **CHARGES.** Replacement hardware products or parts will be provided to Customer at no cost if the malfunction is caused by normal wear and tear of the Covered Product and not due to causes external to the Covered Product. Otherwise, Customer will pay Manufacturer's then current list price for the replacement.
- h) **LIMITATIONS ON SERVICES - SERVICES NOT COVERED.** Notwithstanding anything to the contrary in this Agreement, the Services do not include the correction of, and Manufacturer will have no obligation, responsibility, or liability with respect to, any errors, defects, or other problems caused by or resulting from: (a) Customer's failure to implement any Maintenance Release or Software Update made available to Customer by Manufacturer; (b) changes by Customer or third parties Manufacturer to diagnose reproducible Errors to an operating system, network configuration, or environment that adversely affect the Covered Products; (c) any alterations or modifications of, or additions to, the Covered Products made by parties other than Manufacturer; (d) use of the Covered Products in a manner for which they were not designed or other than as specified in the applicable documentation or specifications; (e) the combination, use, or interconnection of the Covered Products with other software or hardware not supplied or not approved by manufacturer; (f) use of the Covered Products on or with an unsupported hardware or software platform; (g) abnormal usage or misuse of the Covered Products, including, but not limited to, accident, fire, water damage, earthquake, lightning, other acts of nature, and other causes external to the Covered Products; (h) installation or maintenance of wiring, circuits, electrical conduits, or devices external to the Covered Products; (i) Customer's failure to provide and continually maintain adequate electrical power, air conditioning, and humidity controls in accordance with Covered Product specifications; (j) excessive wear or deterioration of the Covered Products; (k) removal of the Covered Products from the location originally specified by Customer or reinstalled without the prior written approval of Manufacturer; (l) the Customer's or a third party's negligence; (m) any breach by Customer of this Agreement; (n) board level repairs made to the Covered Products, other than by Manufacturer, unless the board repairs were approved in advance in writing by Manufacturer; or (o) Customer's refusal or failure to implement any Error correction or replacement part made available to Customer by Manufacturer. Additionally, Manufacturer will have no obligations for any Covered Product in which the tamper label has been altered or the hardware cover has been opened. Only trained personnel will install or replace Field Replaceable Units and the units' installation or replacement will be in accordance with handling procedures specified by Manufacturer.
- i) **CUSTOMER RESPONSIBILITIES.** Manufacturer's obligation to perform the Services is conditioned on the following:

MAINTENANCE. Customer will: (a) maintain the installation site in accordance with the applicable specifications for the Covered Products; (b) maintain the Covered Products and the operating environment for the Covered Products in good working order and in accordance with the specifications in the documentation for the Covered Products; (c) use the Covered Products in a proper manner by competent, trained personnel; and (d) implement all Software Updates, Maintenance Releases, and Error corrections and workarounds in a timely manner to be at the most current release of the product (or at most one release back).



REMOTE ACCESS. At Manufacturer's request, Customer will allow Manufacturer remote access to the Covered Products to enable Manufacturer to perform remote diagnosis and service. Access will be allowed to the extent that Government Secure sites policies allow.

NOTIFICATION OF ERRORS. Customer will notify Manufacturer promptly regarding Errors with reasonable detail so that Manufacturer can reproduce the Error. Customer will provide a complete description of the Error, including, if applicable, a description of any physical indicator of injury, such as a LED, alarm, or event(s) on the Covered Products, system log files or any other reasonable information requested by Manufacturer to diagnose reproducible Errors. In the event of software notification errors, customer is responsible for contacting the Manufacturer, describing the issue at hand, and applying any corrective actions as instructed by the Manufacturer. Customer is responsible for submitting results to Manufacturer technical support for analysis via email or online ticket system.

COOPERATION. Customer will provide Manufacturer with reasonable cooperation and assistance and with information as is reasonably requested by Manufacturer in connection with Manufacturer's performance of the Services. Any information provided by Customer to Manufacturer may be freely used by Manufacturer for future versions of the Covered Products or otherwise without restriction. Customer will provide Manufacturer with physical location of products upon installation.

DESIGNATED CONTACT. Customer will designate a primary contact and an alternate contact in connection with the Services. These contact persons will promptly notify Manufacturer of Errors, provide the information set forth in the paragraph above entitled "**NOTIFICATION OF ERRORS**", and perform additional duties, including but not limited to system restarts, logging, and running of operational readiness tasks, including replacement of hot-swap components as may be reasonably requested by Manufacturer.

DATA. Customer will be responsible for maintaining back-up copies of all data residing in or relying in any way on the Covered Products. Manufacturer will have no liability or responsibility for the loss of any data during the provision of the Services.

- j) **ON-SITE SERVICE.** Manufacturer will determine, in consultation with Customer, whether it is necessary to perform Services at the Customer's facilities. On-site service will be performed during normal business hours. If Manufacturer decides, in its sole discretion, that it is appropriate to perform the Services at a Customer facility:
- k) **ON-SITE ACCESS.** Customer will provide Manufacturer services representatives with: (a) full, free, and safe onsite access to the Covered Product, and (b) a secure storage space, designated work area, and access to a telephone, a backup copy of current software and data, and reasonable use of necessary equipment and communications facilities, as may be required to troubleshoot and maintain the Covered Products. Customer will indemnify, defend, and hold harmless Manufacturer for any liabilities, claims, costs, or expenses (including but not limited to attorneys' fees) arising from or relating to injury to Manufacturer personnel, agents, or equipment during provision of the Services at a Customer facility.
- l) **SERVICE MATERIALS.** Manufacturer service representatives may use and store at Customer's facility software, documentation, tools, test equipment, and other material to provide the Services regarding the Covered Products ("Service Materials"). Manufacturer grants no title or license to the Service Materials and retains all right, title, and interest in the Service Materials. Nothing in this Agreement implies any grant or license by Manufacturer to Customer in the Service Materials. Customer will not use the Service Materials or make them available to third parties without Manufacturer's prior written consent. Manufacturer may remove Service Materials at any time and Customer will give Manufacturer access to permit this removal.
- m) **SERVICE OUTSIDE OF NORMAL BUSINESS HOURS.** If Customer has requirement of on-site service outside of normal business hours, this service may be available for a fee.



2. Software Maintenance:

- a) **SERVICES AND SUPPORT PACKAGE.** Manufacturer will provide to Customer the technical support and maintenance services (“Services”), for the following support packages selected by the Customer (“Support Package”):

Exhibit A:

Extended Gold Support
1 year Patches/Fixes Minor Upgrades Next Business Day Response (24-hour SLA, holidays excluded)

COVERED PRODUCTS. Manufacturer will provide the Services solely for the eligible products set forth in price list that are purchased by or licensed to Customer from Manufacturer (“Covered Products”). **SERVICE MODIFICATIONS.** Manufacturer reserves the right to add, change, or delete available Services or Support Packages for certain hardware or software platforms and configurations in its reasonable discretion upon 90 days notice. If Manufacturer deletes an entire Support Package at any time during the term of this Agreement, Manufacturer will refund to Customer a pro rata portion of the Annual Fee paid by Customer for the portion of applicable Services not rendered for the remainder of the term due to the deletion of the Support Package.

- b) **MAINTENANCE RELEASES, SOFTWARE UPDATES, AND SOFTWARE UPGRADES.**

“Maintenance Release” is a set of related or unrelated bug fixes that Manufacturer makes generally available to customers who have purchased a Support Package that includes Maintenance Release Services. Maintenance Releases are typically labeled with a change in the version number after the second decimal (e.g. 1.0.0 to 1.0.1), although not each change may be deemed to be a Maintenance Release.

For as long as Maintenance Release Service is in effect under the Support Package selected by Customer (as specified in Exhibit A), Manufacturer will make available Maintenance Releases for the version of the Manufacturer software included in or with

Covered Products (“Covered Software”), until the release of the next Software Upgrade. Maintenance Releases will be deemed Covered Software upon release to Customer, and Customer’s access and use of Maintenance Releases will be subject to the same license terms as applicable for the Covered Software.

“Software Updates” are improvements, bug fixes, error corrections, and patches that may include minor new features but not architectural changes or major new features, which Manufacturer makes generally available to customers of a Support Package that includes Software Update Service. Software Updates are typically labeled with a change in the version number after the first decimal (e.g. 1.0 to 1.1), although not each change may be deemed a Software Update. If Software Update Service is in effect under the Support Package selected by Customer (as set forth in Exhibit A) Manufacturer will make available Software Updates for the Covered software, until the next Software Upgrade. Software Updates will then be deemed Covered Software, and Customer’s access and use of the Software Updates will be subject to the same license terms as applicable for the Covered Software.

“Software Upgrades” are new software releases, versions, modules, or feature sets that may include new features, architectural changes, and quality improvements that allow the Customer to upgrade from one version of Manufacturer’s software to the next version (e.g., 1.0 to 2.0).



Software Upgrades will be made available to only those Customers who have separately purchased Software Upgrades in accordance with the then-current terms and conditions for their sale.

Limitations of Maintenance Releases, Software Updates and Software Upgrades:

In its sole discretion, Arxys may determine certain changes are mandatory. In order for Arxys to complete remedial service operations, the Customer may be required to update to a newer release. Arxys will determine the appropriate method of deployment to install the new versions of Software

The installation of any updates will be performed on a scheduled basis during normal business hours. If it is required that the installation must occur during non-business hours, weekends, or holidays, an additional fee may be required. These may be performed either remotely or through the utilization of onsite personnel authorized by Arxys.

Software Upgrades will be only be provided when the existing Hardware configuration supports the Software Installation. Customer agrees to the installation of mandatory Hardware upgrades as required which may include firmware upgrades.

Additionally, any Hardware updates required to utilize the new functionality of the Software are not included in this agreement and may be purchased at the then current price list rates.

If logical data movement or data migration is required prior to a software update, additional time for conferencing may be required and scheduled at a mutually agreeable time. This is also true if hardware reconfiguration is required. An implementation fee may be charged for the additional on-site efforts to plan, execute and customize the configuration.

The Customer agrees that any product not covered under this Service is subject to inspection and upgrade at Customer's expense before Customer's product is eligible to receive this service. This inspection may also be performed at Arxys' sole discretion when a Services and Software Maintenance Contract is allowed to lapse, and after a period of non-coverage the Customer elects to reinstate the Services and Software Maintenance Contract. Also, in the event that the Services and Software support contracts are allowed to lapse by the Customer, Arxys reserves the right to charge the Customer from the date of expiration of the last Services and Software Maintenance contract.

DOCUMENTATION. Manufacturer will make available to Customer all published revisions or corrections to the documentation for the Covered Products that Manufacturer makes generally available to customers who have ordered Services for the Covered Products. This documentation will be made available online on Manufacturer's support web site, currently located at <http://www.arxys.com/support> (the "Web Site") or by any other means specified by Manufacturer.

c) **TECHNICAL SUPPORT AND ERROR CORRECTIONS.**

TECHNICAL ASSISTANCE SUPPORT CENTER. During the hours stated for the applicable Support Package ("Support Hours"), Manufacturer will use commercially reasonable efforts to provide Customer with assistance to diagnose and resolve technical problems with the Covered Products (whether hardware or software based) through the Web Site (ticket system) and by e-mail, (at the email address indicated on the Web Site), or by any other means specified by Manufacturer.

MANUFACTURER SUPPORT WEB SITE. Manufacturer will issue Customer a unique username and password to access the Web Site. Customer will use the Web Site only for supporting its authorized use of the Covered Products and Covered Software. Customer will maintain reasonable password security with respect to the username and password issued for the Web



Site, and will immediately report to Manufacturer any breach of security. Manufacturer will have the right to terminate or suspend, in its discretion, Customer's access to the Web Site in the event of any security breach. All software that is available for download on the Web Site will be licensed to Customer in accordance with any license terms stated on the Web Site for the software, and the terms of the parties' license agreement for the Covered Products. Customer acknowledges that Manufacturer will be entitled to track usage and other statistics on the Web Site, which information may be used by Manufacturer to improve its services or otherwise for its internal business without restriction.

RESPONSE TIMES AND ERROR CORRECTIONS. Customer may report to Manufacturer any failure of the Covered Products to substantially conform to their published specifications ("Error"). Manufacturer will respond to each call within the Response Time specified for the applicable Support Package to gather initial or additional information about the Error. Manufacturer will use commercially reasonable efforts to correct or minimize the adverse effect of any reproducible and demonstrable Error reported to Manufacturer by Customer in a manner commensurate with the severity of the Error. If Customer selects the Gold Support Package, these corrections may include providing Customer with bug fixes as soon as they are reasonably available. If Customer has not selected either the Gold Support Package, bug fixes will only provide temporary or permanent workarounds as available.

LIMITATIONS ON SUPPORT AND ERROR CORRECTIONS. The Services to be provided are limited to addressing problems that are demonstrable and reproducible. Manufacturer makes no commitment, representation, or guaranty regarding the amount of time it will take to diagnose or resolve a problem once it is brought to Manufacturer's attention. Except as expressly stated in this Agreement, Manufacturer will have no obligation to correct errors in or failures of any Covered Products.

3. Utilization Limitations (Grant of License):

- a) **LICENSE GRANT.** Subject to the terms of this License, Manufacturer grants to Licensee a non-exclusive, nontransferable license to use the Product in object code form. This License may be terminated by manufacturer effective upon notice to Licensee if Licensee fails to pay in full all fees for the Product and/or any Manufacturer hardware on which this Product is installed. Other than as specifically described herein, no right or license is granted to Licensee to any of Manufacturer's trademarks, copyrights, or other intellectual property rights. The Product incorporates certain third party software, which is used subject to licenses from the respective owners. The protections given to Manufacturer under this License also apply to the suppliers of this third party software, who are intended third party beneficiaries of this License.
- b) **RESTRICTIONS; REMOTE ACCESS; INTEROPERABILITY.** The Product, documentation and the associated copyrights and other intellectual property rights are owned by Manufacturer or its licensors, and are protected by law and international treaties. Licensee may not copy or reproduce the Product, and may not copy or translate the written materials without Manufacturer's prior, written consent. Licensee may not copy, modify, decrypt, disassemble, reverse compile or reverse engineer the Product, or sell, sub-license, rent, offer on a service bureau or ASP basis, or transfer the Product or any associated documentation to any third party. Licensee may not use the Product except as embedded in or installed on (a) a Manufacturer Network Storage Node or (b) Manufacturer-authorized and supported hardware as offered by an authorized Manufacturer distribution partner. To the extent required by law, Manufacturer will provide Licensee, at Licensee's reasonable request, with interface information needed to achieve interoperability between the Product and another independently created software program upon payment of Manufacturer's applicable fee. Licensee will observe strict obligations of confidentiality with respect to the interface information.
- c) **EXPORT CONTROL.** Manufacturer's standard Product incorporates cryptographic software. Licensee agrees to comply with the Export Administration Act, the Export Control Act, all regulations promulgated under such Acts, and all other US government regulations relating to the export of technical data and equipment and products produced there from, which are applicable



to Licensee. In countries other than the US, Licensee agrees to comply with the local regulations regarding importing, exporting or using cryptographic software.

- d) **U.S. GOVERNMENT RESTRICTED RIGHTS.** If the Product is licensed for use by the United States or for use in the performance of a United States government prime contract or subcontract, you agree that the Product is delivered as: (i) "commercial computer software" as defined in DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items (Oct 1988), DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995), and DFARS 252.211-7015 Technical Data commercial Items (May 1991); (ii) as a "commercial item" as defined in FAR 2.101; or (iii) as "restricted computer software" as defined in FAR 52.227-19, Commercial Computer Software—Restricted Rights (Jun 1987); whichever is applicable. The use, duplication, and disclosure of the Product by the Department of Defense shall be subject to the terms and conditions set forth in this Agreement as provided in DFARS 227.7202 (Oct 1998). All other use, duplication and disclosure of the Software and related documentation by the United States shall be subject to the terms and conditions set forth in this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software—Restricted Rights (Jun 1987), or FAR 52.227-14, Rights in Data -- General Alternative III (Jun 1987). Contractor/licensor is Arxys, 435 W. Bradley Ave. Suite C, El Cajon, CA 92020.

Customer may not copy, publish, modify, prepare derivative works, reverse engineer, decompile, disassemble, lease, loan, sublicense, timeshare, or transfer any products or remove, alter, or obscure any proprietary notices on any products in any way without Manufacturer's prior consent. Manufacturer licenses software to government customers only with restricted rights under this Agreement. If applicable laws and regulations would grant any government customers greater rights than granted in this Agreement, then the government customer will receive only the minimum rights required by those laws and regulations. Use, copying, or disclosure by government customers is subject to applicable restrictions in any of the following: paragraph (c) of the Commercial Computer Software – Restricted Rights (June 1987) clause at FAR 52.227-19 and the Restricted Rights Notice of subparagraph (g) (3) of the Rights in Data - General (June 1987) clause at FAR 52.227-14.