

END USER LICENSE AND SERVICES AGREEMENT

BY CLICKING ON THE "ACCEPT" BUTTON, TAKING AN ACTION TO INDICATE ACCEPTANCE, OR USING THE PRODUCTS (AS DEFINED BELOW) YOU ON BEHALF OF END USER AGREE TO THE TERMS OF THIS END USER LICENSE AND SERVICES AGREEMENT ("AGREEMENT") WITH DepSecure, INC. ("DepSecure"). IN THE EVENT YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATE OR OTHER PUBLIC OR PRIVATE ENTITY, END USER REFERS TO THAT ENTITY, AND YOU CERTIFY THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE END USER. IF END USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON, DISCONTINUE THE SET-UP AND INSTALLATION OR DISCONTINUE USE OF THE PRODUCT. IF THE TERMS OF THE AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

1. Definitions. The following capitalized terms shall have the meanings set forth below:

a. "Appliance" means the DepSecure branded computer hardware on which the Software operates.

b. "Delivery" shall mean, (i) in the case of Software, when the Software is made available by DepSecure for End User to electronically download; (ii) in the case of Subscription Services, when the Subscription Service has been provisioned and made available to End User to access; and (iii) in the case of an Appliance, when the Appliance has been tendered by DepSecure for shipment.

c. "Documentation" means DepSecure's technical specifications that accompany and describe the installation, use and operation of a Product.

d. "End User" means the party that has purchased the Products for its own use, either directly from DepSecure or through an authorized third party.

e. "Early Availability Product" means a release of Software or Subscription Services for purposes of testing and evaluation prior to such Software or Subscription Services being made commercially available. Early Availability Products may still be under development and therefore are subject to the terms of Section 16 (Early Availability Products).

f. "Early Availability Test Period" means the period during which an End User tests an Early Availability Product. The Early Availability Test Period begins on the date of Delivery of the Early Availability Product and ends upon the earlier of (1) the date on which DepSecure makes the Early Availability Product generally available, or (2) the date that DepSecure specifies in a notice to End User as provided in Section 16(c).

g. "Licensed Volume" means the volume or other measurement of permitted use for the Products as agreed to by DepSecure.

h. "Open Source Software" means third party software that DepSecure distributes with the Software pursuant to a license that requires, as a condition of use, modification and/or distribution of such software, that the software or other software combined and/or distributed with it be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

i. "Products" mean Appliances, Software or Subscription Services, as the case may be.

j. "Professional Services" mean the installation, configuration, and training services that DepSecure may provide to an End User.

k. "Services" mean Professional Services or Support, as the case may be.

l. "Software" means DepSecure's or its licensors' software (in object code format) or content, any updates or upgrades thereto provided to End User by DepSecure and any Documentation pertaining thereto. Software may be delivered to End User on Appliances or on a standalone basis. The term "Software" does not include Open Source Software.

m. "Subscription Services" mean the subscription services, including content, updates and upgrades thereto, that may be made available to End User by DepSecure directly or through its resellers and suppliers. Subscription Services include, without limitation, the ThreatRadar services and the Incapsula services.

n. "Support" means the technical support and maintenance services for the Product and periodic bug fixes and updates to the Software that DepSecure may make generally available at an annual subscription cost to end users.

2. Licenses and Restrictions.

a. **Software.** Conditioned on the terms and conditions of this Agreement and subject to Section 11, DepSecure grants End User a perpetual (unless the Software is licensed on a subscription period basis as set forth on a valid order), nonexclusive, nontransferable, nonsublicensable license to use the Software in accordance with its Documentation only for End User's internal business purposes on the Appliances or in the Licensed Volume licensed by End User. If End User purchases Software on a standalone basis, the license granted herein shall include the right to copy the Software up to the Licensed Volume.

b. **Subscription Services.** Conditioned on the terms and conditions of this Agreement and for the applicable subscription period set forth on a valid order, DepSecure grants End User a nonexclusive, nontransferable, nonsublicensable, revocable right to use and access the Subscription Services in accordance with its Documentation only for End User's internal business purposes.

c. **Restrictions.** End User may not (and may not permit any third party to): (i) modify, incorporate or use in any other works, translate, reverse engineer (except to the limited extent applicable statutory law expressly prohibits reverse engineering restrictions), decompile, disassemble, otherwise attempt to derive source code from or create derivative works based on the Products; (ii) make unauthorized copies of the Products; (iii) disclose, distribute, transfer or market the Products to third parties; (iv) remove or modify any proprietary notices, labels or marks on or in any copy of the Products; (v) distribute, sell, sublicense, rent, lease or use the Products (or any portion thereof) for time sharing, hosting, service provider or other computer services to third parties or otherwise make the functionality of the Software available to third parties; (vi) publicly disseminate reports generated by the Products or Product performance information or analysis (including, without limitation, benchmarks and performance tests) from any source relating to the Products; (vii) use the Products or reports generated by the Products in End User's products or services or in its marketing of products or services to third parties; (viii) access the database or any other third party product that is embedded in the Software with applications other than the Software; or (ix) use the Products other than as permitted herein. Notwithstanding anything to the contrary in this Agreement, End User may allow a third party to use the Products for the internal business purposes of End User, provided that such party is subject to the license terms and restrictions on use of the Products and the confidentiality provisions set forth in this Agreement. End User shall be responsible for the acts or omissions of such party as if such acts or omissions were committed by End User.

d. Appliance. End User acknowledges that the Software included with the Appliance is licensed and not sold. Such Software is licensed solely in conjunction with such Appliance (and not separately or apart from such Appliance). If End User sells, leases, lends, rents, distributes or otherwise transfers any Appliance to any third party or if DepSecure terminates this Agreement under Section 11(b) or for a breach of Section 2(c), then End User will erase all Software from such Appliance. If End User enters into a subscription or term agreement for the use of Appliances, all right, title and interest in such Appliances will remain with DepSecure and the Appliances must be returned at the end of the subscription period or term. End User must keep such Appliances free from liens, shall be responsible for any damage to such Appliances during the term, reasonable wear and tear excepted, and shall carry a policy of fire and extended coverage (all risks), in an amount equal to the full replacement value of such Appliances.

3. Support and Subscription Services. Provided End User has an active and fully paid contract for Support, DepSecure will provide Support in accordance with its standard Support terms then in effect. Subscription licenses for Software include Support. Provided End User has an active and fully paid contract for Subscription Services, DepSecure will provide such Subscription Services in accordance with the applicable standard Service Level Agreement (SLA) then in effect; provided, however, if End User uses Subscription Services to record events and monitor access to third party services, the continued availability of such functionality is subject to the third parties' then-current access policies.

4. Additional Terms for Subscription Services.

a. Accessing and Use of Subscription Services. Except as explicitly set forth herein, End User is solely responsible for acquiring and maintaining all of the equipment, software, services and items necessary to access and make use of the Subscription Services, including without limitation paying all fees, charges, taxes, and other costs related to internet access and for configuration changes that may be required to route activity to the Products. End User may access the Subscription Services only through the interfaces and protocols provided or authorized by DepSecure and its partners, and agrees to set up, maintain and use the Subscription Services in strict compliance with DepSecure's and its partners' instructions. End User is solely responsible for maintaining the confidentiality of any passwords and account information required to access Subscription Services, for all acts that occur in connection with End User's account and to immediately notify DepSecure of any unauthorized use of End User's account. In the event of expiration or termination of any Subscription Services that require DNS routing, End User will be solely responsible for rerouting its DNS traffic and DepSecure, its partners and suppliers shall have no liability for End User's failure to do so.

b. Authorization. Certain Subscription Services are offered to cache, monitor and optimize web pages and web sites. As such, End User hereby grants DepSecure and its partners a nonexclusive, worldwide, fully paid-up, royalty-free license to use, transfer, display, minimize and compress the content and material on End User web sites ("End User Content"), in any media formats, solely as necessary for the provision of the Subscription Services. DepSecure and its partners do not store or provide backup services for End User Content, and if End User's use of the Subscription Services terminates for any reason, DepSecure and its partners may, without notice, delete or deny End User access to any of content or meta data that may remain in its/their possession or control. In addition, End User agrees that if, at DepSecure's and its partners' sole determination, End User is using the Subscription Services in a manner that violates laws, rules or regulations or

creates an excessive burden or potential adverse impact on DepSecure's, its partners' or its suppliers' systems, business or customers, DepSecure, its partners or its suppliers may suspend or terminate End User's access to the Subscription Services without notice to or liability to End User.

5. Professional Services. Professional Services, if any, to be provided by DepSecure to an End User will be subject to a separate statement of work ("SOW") agreed to by DepSecure and DepSecure's standard Professional Services terms then in effect.

6. Fees, Payment Terms, Shipment and Delivery.

b. DepSecure will use commercially reasonable efforts to ship the Appliances and the Software license keys at the times requested in Orders (in partial or full shipments); provided, however, that DepSecure shall in no event be liable for any delay in Delivery or for failure to give notice of delay. Without liability to any person and without prejudice to any other remedy, DepSecure may withhold or delay shipment of any Order if End User is late in payment or is otherwise in default under this Agreement. Title to purchased Appliances and risk of loss shall pass to End User upon Delivery, and Products shall be deemed accepted by End User upon Delivery. Purchased Appliances shall be delivered Ex Works (Incoterms 2000) DepSecure's designated manufacturing facility. End User may specify shipping instructions with the Order. In the absence of specific shipping instructions from End User, DepSecure will ship by the method it deems most advantageous. End User shall pay and be exclusively liable for all costs associated with shipping and delivery including without limitation, freight, shipping, customs charges and expenses, cost of special packaging or handling and insurance premiums incurred by DepSecure in connection with the shipment of Appliances to End User. In its discretion, DepSecure may advance shipping charges on behalf of End User on Appliances shipped to End User, and End User agrees to reimburse DepSecure for any such advanced charges and expenses.

c. If End User enters into a subscription or term agreement for Appliances, DepSecure will pay the shipping and insurance costs and End User will pay customs charges and expenses and costs of special packaging or expedited shipping requested by End User. End User shall return such Appliance within fifteen (15) days after the end of the applicable term or be charged for the Appliances at DepSecure's then-current prices.

7. Confidentiality.

a. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, the Products, their performance (including any benchmarking information) and DepSecure's pricing of the Products and Services. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

b. The Receiving Party agrees that it will (i) use Confidential Information for the sole purpose of exercising its rights and performing its obligations under this Agreement, (ii) divulge Confidential Information only to those of its and its affiliates' employees, directors, independent consultants

or agents who have a need to know such Confidential Information and who are bound by professional duty or in writing (in advance) to confidentiality and non-use obligations at least as protective of such information as this Agreement, and (iii) not disclose any Confidential Information to any third party. The Receiving Party shall notify and cooperate with the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information of the Disclosing Party. The Receiving Party may disclose Confidential Information to comply with an order from a court of competent jurisdiction or with a mandatory requirement of a governing regulatory body, provided such party, to the extent permitted by law and as soon as reasonably practicable under the circumstances, informs the Disclosing Party and allows the Disclosing Party the opportunity to object to the disclosure order or to take action to preserve the confidentiality of the information. The Receiving Party shall cooperate with the Disclosing Party in such party's reasonable efforts to limit the disclosure of the information. End User acknowledges, understands and agrees that DepSecure may, as part of its provision of the Product and/or Services to End User, collect, store and use information obtained from End User, including, but not limited to, information about End User's users and customers ("Information") for the purposes of the provision of the Product, Services and other services to End User and for analysis and improvement of DepSecure's products and services. End User represents and warrants that it has all rights and permissions necessary to transfer such Information and grant DepSecure access to such Information as contemplated herein.

c. Upon termination of this Agreement for any or no reason, the Receiving Party shall (i) immediately cease all use of the Disclosing Party's Confidential Information, (ii) at the instruction of the Disclosing Party, either promptly destroy all Confidential Information of the Disclosing Party or return all Confidential Information of the Disclosing Party; provided, however that the Receiving Party may retain a reasonable number of copies of the Confidential Information (and any materials embedding the same) for the sole purposes of satisfying legal or regulatory requirements regarding record and data retention that the Receiving Party is obligated to comply with, enforcing this Agreement and/or archiving consistent with good business practices. For the avoidance of doubt, such copies remain subject to the confidentiality and restricted use provisions of this Agreement.

d. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

8. Proprietary Rights; Indemnity.

a. All title and intellectual property rights in and to the Products are owned exclusively by DepSecure and its partners and suppliers. Other than as expressly set forth in this Agreement, no license or other rights in or to the Products and intellectual property rights thereto are granted to End User, and all such licenses and rights are hereby expressly reserved. Any ideas, suggestions, modifications and the like made by End User with respect to a Product will be the property of DepSecure regardless of whether DepSecure chooses to exercise its rights to incorporate such ideas, suggestions or modifications into the Product.

b. Subject to the remainder of this Section 8(b) DepSecure will indemnify End User from any Liability (as defined below) to a third party resulting from infringement of a U.S. patent or any

copyright, or misappropriation of any third party trade secrets by the Product as delivered ("Infringement Claim"); provided that End User (1) promptly notifies DepSecure of any and all threats, claims and proceedings of such Infringement Claim, (2) gives reasonable assistance in response to DepSecure's request for assistance, and (3) grants DepSecure sole control over defense and settlement thereof. For purposes of this section "Liability" means the resulting costs (including reasonable attorneys' fees) and damages awarded against End User to the third party making such Infringement Claim, by a court of competent jurisdiction or agreed in settlement. The foregoing obligations do not apply with respect to Products or portions or components thereof, (i) that are modified after delivery by DepSecure, (ii) combined with other products, processes or materials, where the alleged infringement relates to such combination, (iii) where End User continues allegedly infringing activity after being notified thereof or modifications that would have avoided the alleged infringement have been made available to End User, or (iv) where End User's use of such Product is not strictly in accordance with this Agreement. In the event that Products are held to or believed by DepSecure to infringe, DepSecure at its discretion, will have the option to (A) modify the allegedly infringing Products to be non-infringing, (B) obtain for End User a license to continue using the Products, or (C) request the return of the Product and upon receipt thereof terminate this Agreement as to the infringing Product and refund to End User the unused portion of the fees paid under this Agreement for such infringing Product, depreciated on a straight-line basis over a three (3) year period. End User will defend, indemnify and hold DepSecure harmless against any claims, damages settlements and expenses (including attorneys' fees) excluded from DepSecure's indemnity obligations in (i) - (iv) above. THIS SECTION SETS FORTH DepSecure'S SOLE OBLIGATION AND END USER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF VIOLATION OF THIRD PARTY RIGHTS.

9.Warranty and Disclaimer.

a.DepSecure warrants that during the sixty (60) day period commencing on the date of first Delivery, the Software and the Appliances will perform substantially in accordance with their Documentation. In the event of a breach of the foregoing warranty with respect to the Software, as End User's sole and exclusive remedy, DepSecure shall, at its sole expense and discretion, replace the Software with Software conforming to the foregoing warranty, or use reasonable efforts to modify the Software, so that it performs substantially in accordance with its Documentation. In the event of a breach of the foregoing warranty with respect to an Appliance, as End User's sole and exclusive remedy, DepSecure shall, at its sole expense and at its option, repair the Appliance or replace the Appliance with a new or reconditioned Appliance that performs materially in accordance with its Documentation. The foregoing warranty extends only to the original purchaser and will not apply to the misuse of or damage to the Products. The rights and remedies granted End User under this Section state DepSecure's entire liability, and End User's exclusive remedy, with respect to any breach of the warranty set forth in this Section 9(a)

b.EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9(a), THE PRODUCTS OR SERVICES ARE PROVIDED "AS-IS" AND DepSecure MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DepSecure, ITS PARTNERS AND SUPPLIERS MAKE NO WARRANTY THAT USE OF THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, ERRORFREE OR DEFECT-FREE, OR AVAILABLE AT ALL TIMES. DepSecure HEREBY SPECIFICALLY DISCLAIMS, ON BEHALF OF ITSELF AND ITS PARTNERS AND SUPPLIERS, ALL IMPLIED WARRANTIES, INCLUDING

ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10.Limitations of Liability. IN NO EVENT WILL END USER'S OR DepSecure'S (AND ITS PARTNERS' OR SUPPLIERS') LIABILITY FOR DIRECT DAMAGES HEREUNDER EXCEED THE TOTAL VALUE OF AMOUNTS TO BE PAID BY END USER FOR THE PRODUCT OR SERVICE AT ISSUE. IN NO EVENT SHALL END USER OR DepSecure (OR ITS PARTNERS' OR SUPPLIERS') HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES, LOSS OF DATA OR USE, INTERRUPTION OF THE SERVICES, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO END USER WITH RESPECT TO ANY CLAIMS ARISING UNDER SECTION 2 (LICENSES AND RESTRICTIONS), OR TO EITHER PARTY UNDER SECTION 7 (CONFIDENTIALITY).

11.Term and Termination.

a.The term of this Agreement will commence upon Delivery of the Products to End User and will continue in effect for such time as End User continues to have the right to access the Products. Support, Subscription Services and subscription licenses for Software and/or Appliances will automatically renew at the end of the applicable term unless either party gives the other at least thirty (30) days' notice of non-renewal prior to the end of the then current term.

b.Either party may terminate this Agreement due to a material breach of this Agreement by the other party if such material breach remains uncured for a period of thirty (30) days following receipt of written notice by the breaching party; provided that DepSecure may terminate this Agreement and/or all licenses granted to End User hereunder immediately upon written notice to End User if End User breaches any provision of Section 2 (License & Restrictions), Section 4 (Additional Terms for Subscription Services) or Section 7 (Confidentiality).

c.Upon the earlier of expiration of End User's rights or termination of the Agreement, DepSecure will cease providing Subscription Services, Support and Professional Services, licenses granted (whether perpetual or on a subscription period basis) under this Agreement will terminate and each party shall promptly return or destroy the other party's Confidential Information in accordance with the provisions of Section 7(c). Termination shall not relieve End User of the obligation to pay any fees accrued or payable to DepSecure prior to the effective date of expiration or termination. The following sections shall survive termination of this Agreement: Sections 2(c), 2(d), 2(f), 4, 6 -12, and 17.

12.Compliance with Laws; Export. End User acknowledges that the Software contains encryption technology and such Software and certain technical data are subject to export restrictions by the U.S. government and import restrictions by certain other governments. End User will not and will not allow any third-party to remove or export from the U.S. or allow the export or re-export of any such technical data or any part of the Software or direct product thereof: (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan or Syria (to the extent the U.S. government or any agency thereof restricts export or reexport to such countries); (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country or region to which such export or re-export is restricted or prohibited, or as to which the U.S. government or any agency thereof requires an

export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any U.S. or applicable foreign agency or authority. End User agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Software is restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the U.S. government. End User agrees to indemnify and hold DepSecure, its partners and suppliers harmless against any claims, losses or expenses arising out of End User's breach of this Section 12.

13. End User Mention. End User consents to DepSecure using its name and logo to identify End User as a customer of DepSecure, such as use on DepSecure's web site. Any use shall be subject to DepSecure complying with any guidelines that End User may deliver to DepSecure from time-to-time regarding the use of its name and logo. This consent terminates upon termination of this Agreement.

14. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

15. Evaluation.

a. Evaluation Product. If the order is for End User to evaluate Product and its related Documentation on a temporary basis for non-commercial use ("Evaluation Product") and DepSecure agrees to such evaluation, conditioned on End User's compliance with the terms and conditions of this Agreement, the license set forth in Section 2(a) shall not apply and DepSecure grants to End User during the Evaluation Period (as defined below), a cost-free, nonsublicensable, nontransferable, nonassignable and nonexclusive, revocable license to use the Evaluation Product, solely at the location identified in writing by End User and solely for End User's internal evaluation of the Evaluation Product.

b. Evaluation Period. Unless otherwise agreed to by the parties in writing or terminated earlier in accordance with this Agreement, an evaluation shall commence upon Delivery of the Evaluation Product and continue for thirty (30) days thereafter ("Evaluation Period"). Upon the expiration or termination of the Evaluation Period, (i) all licenses granted under this Section 15 for such evaluation will cease, and (ii) End User will immediately return the Evaluation Product to DepSecure and destroy or erase any intangible copies of the Evaluation Product, and, upon request, certify in a writing signed by an officer of End User and delivered to DepSecure that all such copies of have been returned, destroyed or erased.

c. Additional Evaluation Terms. Notwithstanding anything to the contrary in this Agreement, End User acknowledges and agrees that the Evaluation Product is provided for evaluation "AS-IS" and DepSecure and its suppliers make no representations or warranties of any kind, express or implied, with respect to the Evaluation Product, including, without limitation, any implied warranties of merchantability, title, fitness for a particular purpose, system integration, noninfringement or any other warranties arising out of course of dealing, usage or trade, and no

obligation under Section 8(b) (Indemnity) or under the SLAs for Subscription Services shall arise with respect to an Evaluation Product.

16. Early Availability Products.

a. License. If the order is for End User to evaluate an Early Availability Product and its related Documentation and DepSecure agrees to such evaluation, conditioned on End User's compliance with the terms and conditions of this Agreement, the license set forth in Section 2(a) shall not apply and DepSecure grants to End User during the Early Availability Test Period, a cost-free, nonsublicensable, nontransferable, nonassignable and nonexclusive, revocable license to use the Early Availability Product, solely at the location identified in writing by End User and solely for End User's internal evaluation of the Early Availability Product.

b. Additional Terms for Early Availability Products. Notwithstanding anything to the contrary in this Agreement, End User acknowledges and agrees that an Early Availability Product is still under development, the features and functionality may change before any commercial release of the Product and DepSecure has no obligation to license to End User any of the features or functionality as part of a commercially available software product. Early Availability Products are provided for evaluation "AS-IS" and DepSecure and its suppliers make no representations or warranties of any kind, express or implied, with respect to the Early Availability Products, including, without limitation, any implied warranties of merchantability, title, fitness for a particular purpose, system integration, non-infringement or any other warranties arising out of course of dealing, usage or trade, and no obligation under Section 8(b) (Indemnity) or under the SLAs for Subscription Services shall arise with respect to an Early Availability Product.

c. Notice and Effect of Termination. Notwithstanding other notice provisions set forth in this Agreement, DepSecure may end the Early Availability Test Period at any time and for any reason upon notice by email to the person End User designates as a contact for the Early Availability Product evaluation. Upon the termination of the Early Availability Test Period, all licenses granted under this Section 16 will cease, and either (i) End User will license a commercially available Product or (ii) End User will return the Early Availability Product to DepSecure and destroy or erase any intangible copies of the Early Availability Product.

17. Miscellaneous Provisions. The parties are independent contractors under this Agreement and nothing in this Agreement authorizes a party to act as an agent of the other or bind the other to any transaction or agreement. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign or transfer this Agreement in whole or in part by operation of law or otherwise, without the other party's prior written consent. Any attempt to transfer or assign this Agreement without such written consent will be null and void. Notwithstanding the foregoing, however, DepSecure may assign this Agreement without consent to the acquiring or surviving entity in a merger or acquisition in which DepSecure (or a subsidiary, division or group of DepSecure) is the acquired entity (whether by merger, reorganization, acquisition or sale of stock) or to the purchaser in connection with the sale of all or a portion of DepSecure's assets. DepSecure's licensors are intended third party beneficiaries of this Agreement. In the event any provision of this Agreement shall be determined to be invalid or unenforceable under law, all other provisions of this Agreement shall continue in full force and effect. Except as specifically provided in this Agreement, the exercise by either party of any rights and remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. This Agreement contains the entire agreement of the parties with

respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written between the parties with respect to said subject matter. This Agreement may be modified or waived only in a written instrument signed by both parties. A waiver of any breach under this Agreement shall not constitute a waiver or any other breach or future breaches. Notwithstanding the foregoing, if a separate, written and mutually signed agreement for the acquisition of the Products and/or Services exists between End User and DepSecure, the terms of that written agreement (excluding any pre-printed terms of any purchase order, confirmation or similar document, all of which will have no effect and will not be considered agreed to by DepSecure) shall take precedence over this Agreement. All notices, requests, demands and other communications hereunder shall be in writing to the address set forth below for DepSecure and on the applicable order for End User and shall be deemed to have been duly given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered mail (return receipt requested); or 18. Google Maps Notice. The use of any Google Maps integration included as part of the Products is subject to all of the following terms, which DepSecure is obligated to pass through to End User. End User is bound by the (i) Google Maps / Google Earth Additional Terms of Service, (ii) Google Privacy Policy, (iii) Google Maps / Google Earth Legal Notices, and the (iv) Google Maps and Earth Enterprise Universal Acceptable Use Policy. End User shall not use the Google Maps integration in any country where Google is restricted by applicable law or regulatory agency from providing Google Maps. Please refer to Google's "Prohibited Territory" list for a list of restricted countries. DepSecure, Inc.

最终用户许可和服务协议

单击“接受”按钮、采取行动表示接受或使用产品（定义见下文），即表示您代表最终用户同意本最终用户许可和服务协议（“AgreementSecure”）的条款, INC.（“DepSecure”）。如果您代表公司或其他公共或私人实体签订本协议，则最终用户指该实体，并且您证明您是最终用户的授权代表。如果最终用户不同意本协议的所有条款，请单击“取消”按钮，停止设置和安装或停止使用产品。如果协议条款被视为要约，则接受明确限于这些条款。

1.定义。以下大写术语应具有以下含义：

- a. “设备”是指运行软件的 DepSecure 品牌计算机硬件。
- b. “交付”是指，(i) 就软件而言，当 DepSecure 提供软件供最终用户以电子方式下载时；(ii) 在订阅服务的情况下，当订阅服务已提供并可供最终用户访问时；(iii) 就设备而言，当设备已由 DepSecure 提供装运时。
- c. “文档”是指伴随并描述产品安装、使用 and 操作的 DepSecure 技术规范。
- d. “最终用户”是指直接从 DepSecure 或通过授权第三方购买产品供自己使用的一方。
- e. “早期可用产品”是指在此类软件或订阅服务商业化之前发布的用于测试和评估的软件或订阅服务。早期可用产品可能仍在开发中，因此受第 16 条（早期可用产品）条款的约束。
- f. “早期可用性测试期”是指最终用户测试早期可用性产品的时间段。早期可用性测试期从早期可用性产品的交付日期开始，并在 (1) DepSecure 使早期可用性产品普遍可用的日期或 (2) DepSecure 在通知中指定的日期中以较早者结束按照第 16(c) 条的规定提供给最终用户。
- g. “许可使用量”是指 DepSecure 同意的产品的使用量或其他允许使用量。
- h. “开源软件”是指 DepSecure 根据许可随软件一起分发的第三方软件，该许可要求作为使用、修改和/或分发此类软件的条件，该软件或其他软件组合和/或分发(i) 以源代码形式披露或分发；(ii) 许可用于制作衍生作品；或 (iii) 可免费重新分发。
- i. “产品”是指设备、软件或订阅服务，视情况而定。
- j. “专业服务”是指 DepSecure 可能向最终用户提供的安装、配置和培训服务。
- k. “服务”指专业服务或支持，视情况而定。
- l. “软件”是指 DepSecure 或其许可方的软件（以目标代码格式）或内容、由 DepSecure 提供给最终用户的任何更新或升级以及与之相关的任何文档。软件可以通过设备或独立方式交付给最终用户。术语“软件”不包括开源软件。
- m. “订阅服务”是指由 DepSecure 直接或通过其经销商和供应商提供给最终用户的订阅服务，包括内容、更新和升级。订阅服务包括但不限于 ThreatRadar 服务和 Incapsula 服务。
- n. “支持”是指产品的技术支持和维护服务以及 DepSecure 以年度订阅费用向最终用户提供的软件的定期错误修复和更新。

2.许可和限制。

- a. 软件。以本协议的条款和条件为条件，并受第 11 条的约束，DepSecure 授予最终用户永久（除非软件在有效订单中规定的订阅期基础上获得许可）、非排他性、不可转让、不可再许可的许可，以使用根据其文档的软件仅用于最终用户的内部业务目的在设备上或在最终用户许可的许可卷中。如果最终用户单独购买软件，则此处授予的许可应包括将软件复制到许可数量的权利。
- b. 订阅服务。以本协议的条款和条件以及有效订单中规定的适用订阅期为条件，DepSecure 授予最终用户非排他性、不可转让、不可再许可、可撤销的权利，以根据其文档使用和访问订阅服务，仅适用于 End 用户的内部业务目的。

c. 限制。最终用户不得（也不得允许任何第三方）：(i) 修改、合并或在任何其他作品中使用、翻译、逆向工程（适用的成文法明确禁止逆向工程限制的有限范围除外）、反编译、反汇编，以其他方式尝试从产品中获取源代码或基于产品创建衍生作品；(ii) 制作未经授权的产品副本；(iii) 向第三方披露、分发、转让或营销产品；(iv) 删除或修改产品的任何副本上或其中的任何所有权声明、标签或标记；(v) 向第三方分发、出售、再许可、出租、租赁或使用产品（或其任何部分）以进行分时、托管、服务提供商或其他计算机服务，或以其他方式向第三方提供软件的功能；(vi) 从与产品相关的任何来源公开传播由产品或产品性能信息或分析（包括但不限于基准和性能测试）生成的报告；(vii) 将产品或产品生成的报告用于最终用户的产品或服务中，或用于向第三方推销产品或服务；(viii) 使用软件以外的应用程序访问数据库或嵌入软件的任何其他第三方产品；或 (ix) 使用本协议允许以外的产品。尽管本协议有任何相反的规定，最终用户可以允许第三方将产品用于最终用户的内部业务目的，前提是该第三方受许可条款和产品使用限制以及保密规定的约束本协议中规定。最终用户应对该方的作为或不作为负责，如同此类作为或不作为是由最终用户实施的一样。

d. 电器。最终用户承认设备中包含的软件是获得许可而非出售的。此类软件仅与此类设备一起获得许可（而不是单独或与此类设备分开）。如果最终用户将任何设备出售、出租、出借、出租、分发或以其他方式转让给任何第三方，或者如果 DepSecure 根据第 11(b) 条或违反第 2(c) 条终止本协议，则最终用户将删除所有来自此类设备的软件。如果最终用户签订了使用设备的订阅或期限协议，则此类设备的所有权利、所有权和利益将归 DepSecure，并且设备必须在订阅期或期限结束时归还。最终用户必须保证此类设备没有留置权，应对此类设备在期限内的任何损坏（合理磨损除外）负责，并应采取火灾和扩展保险（所有风险）的政策，其金额等于此类器具的全额重置价值。

3.支持和订阅服务。如果最终用户拥有有效且全额支付的支持合同，DepSecure 将根据其当时有效的标准支持条款提供支持。软件的订阅许可包括支持。如果最终用户拥有订阅服务的有效且全额付款的合同，DepSecure 将根据当时有效的适用标准服务级别协议 (SLA) 提供此类订阅服务；但是，如果最终用户使用订阅服务来记录事件并监控对第三方服务的访问，则此类功能的持续可用性受第三方当时的访问政策的约束。

4.订阅服务的附加条款。

a. 订阅服务的访问和使用。除此处明确规定外，最终用户全权负责获取和维护访问和使用订阅服务所需的所有设备、软件、服务和物品，包括但不限于支付所有费用、收费、税款和其他与 Internet 访问和将活动路由到产品所需的配置更改相关的成本。最终用户只能通过 DepSecure 及其合作伙伴提供或授权的接口和协议访问订阅服务，并同意严格按照 DepSecure 及其合作伙伴的指示设置、维护和使用订阅服务。最终用户全权负责维护访问订阅服务所需的任何密码和帐户信息的机密性，对于与最终用户帐户有关的所有行为，并立即通知 DepSecure 任何未经授权使用最终用户帐户的情况。如果需要 DNS 路由的任何订阅服务到期或终止，最终用户将全权负责重新路由其 DNS 流量，而 DepSecure、其合作伙伴和供应商对最终用户未能这样做不承担任何责任。

b. 授权。某些订阅服务用于缓存、监控和优化网页和网站。因此，最终用户特此授予 DepSecure 及其合作伙伴非排他性、全球性、全额付费、免版权许可，以使用、传输、显示、最小化和压缩最终用户网站上的内容和材料（“最终用户内容”），任何媒体格式，仅在提供订阅服务所必需的情况下。DepSecure 及其合作伙伴不为最终用户内容存储或提供备份服务，如果最终用户因任何原因终止使用订阅服务，DepSecure 及其合作伙伴可以在不通知的情况下删除或拒绝最终用户访问任何内容或可能仍由其/他们拥有或控制的元数据。此外，最终用户同意，如果由 DepSecure 及其合作伙伴自行决定，最终用户以违反法律、规则或法规的方式使用订阅服务，或对 DepSecure 及其合作伙伴造成过度负担或潜在不利影响或

其供应商的系统、业务或客户、DepSecure、其合作伙伴或其供应商可以暂停或终止最终用户对订阅服务的访问，而无需通知最终用户或对最终用户承担责任。

5.专业服务。DepSecure 向最终用户提供的专业服务（如果有）将受制于 DepSecure 同意的单独工作说明书（“SOW”）以及当时有效的 DepSecure 标准专业服务条款。

6.费用、付款条件、运输和交付。

a. 对于 DepSecure 直接接受的订单，最终用户应向 DepSecure 支付 DepSecure 指定的适用费用。如果最终用户按照 DepSecure 当时的超额费率超出其对任何订阅服务的限额，则可能会收取超额费用，并由 DepSecure 或 DepSecure 经销商支付。任何应付给 DepSecure 的费用均不可退还且以美元支付。最终用户还应支付针对最终用户评估的所有销售税、使用税、增值税和其他税、关税和关税，但基于 DepSecure 收入的税除外。费用应按如下方式开具发票：(a) 所有订阅服务、软件和支持订阅许可证的费用应在初始订购时和每个续订期之前开具发票；(b) 其他软件许可和设备购买的费用将在交付时开具发票。最终用户向 DepSecure 支付的所有款项均应在发票日期后的三十 (30) 天内到期。如果最终用户的订阅服务或支持帐户逾期三十 (30) 天或更长时间，除了其任何其他权利或补救措施外，DepSecure 保留暂停向最终用户提供此类服务的权利，而对最终用户不承担任何责任，直到金额已全额支付。DepSecure 有权在正常工作时间内进行和/或指示独立会计师事务所对最终用户的设施、计算机和记录进行审计，以确认最终用户对产品的使用符合本协议。最终用户应对任何此类审计提供合理的合作。

b. DepSecure 将尽商业上合理的努力在订单中要求的时间（部分或全部发货）运送设备和软件许可证密钥；但是，在任何情况下，DepSecure 均不对任何交付延迟或未能发出延迟通知负责。如果最终用户延迟付款或违反本协议，DepSecure 可以不向任何人承担任何责任并且不损害任何其他补救措施，可以拒绝或延迟任何订单的发货。所购电器的所有权和损失风险应在交付时转移给最终用户，产品在交付时应视为最终用户已接受。购买的设备应按出厂价 (Incoterms 2000) DepSecure 指定的制造工厂交付。最终用户可以在订单中指定运输说明。如果最终用户没有具体的运输说明，DepSecure 将按照其认为最有利的方式运输。最终用户应支付并承担与运输和交付相关的所有成本，包括但不限于运费、运输、海关费用和开支、特殊包装或处理的成本以及 DepSecure 因将设备运输到 End 而产生的保险费。用户。DepSecure 可以自行决定代表最终用户预付运送给最终用户的设备的运费，并且最终用户同意向 DepSecure 补偿任何此类预付费用和开支。

c. 如果最终用户签订了设备的订阅或期限协议，DepSecure 将支付运输和保险费用，最终用户将支付最终用户要求的特殊包装或加急运输的海关费用和费用。最终用户应在适用期限结束后的十五 (15) 天内退回此类设备，或按 DepSecure 的当时价格收取设备费用。

7.保密。

a. 如本文所用，“机密信息”是指一方（“披露方”）向另一方（“接收方”）披露的所有机密和专有信息，无论是口头还是书面形式，被指定为机密或鉴于信息的性质和披露的情况，应合理地理解为保密。机密信息包括但不限于产品、其性能（包括任何基准信息）以及 DepSecure 对产品和服务的定价。机密信息不应包括以下任何信息：(i) 在不违反对披露方负有的任何义务的情况下为公众所知或变得为公众所知；(ii) 在披露方披露之前为接收方所知，且不违反对披露方的任何义务；(iii) 由接收方独立开发，未违反对披露方的任何义务；(iv) 在不违反对披露方负有任何义务的情况下从第三方收到。

b. 接收方同意其将 (i) 将机密信息用于行使本协议项下的权利和履行其义务的唯一目的，(ii) 仅向其及其关联公司的员工、董事、需要了解此类机密信息并受职业义务或书面（提前）保密和不使用义务的约束的独立顾问或代理人，至少像本协议一样保护此类信息，并且 (iii) 不向任何第三方披露任何机密信息。接收方在发现任何未经授权使用或披露披露方的机密信息

时，应立即通知披露方并与之合作。接收方可以披露机密信息以遵守具有管辖权的法院的命令或监管机构的强制性要求，前提是该方在法律允许的范围内并在合理可行的情况下尽快通知披露方，并允许披露方有机会反对披露令或采取行动保护信息的机密性。接收方应与披露方合作，尽合理努力限制信息的披露。最终用户承认、理解并同意，作为向最终用户提供产品和服务的一部分，DepSecure 可以收集、存储和使用从最终用户处获得的信息，包括但不限于有关最终用户用户的信息和客户（“信息”），用于向最终用户提供产品、服务和其他服务，以及分析和改进 DepSecure 的产品和服务。最终用户声明并保证，其拥有传输此类信息并授予 DepSecure 访问此类信息所需的所有权利和许可，如本文所述。

c. 本协议因任何原因或无原因终止后，接收方应 (i) 立即停止使用披露方的所有机密信息，(ii) 根据披露方的指示，立即销毁披露方的所有机密信息。披露方或返还披露方的所有机密信息；但是，接收方可以保留合理数量的机密信息副本（以及任何嵌入机密信息的材料），其唯一目的是满足接收方有义务遵守的有关记录和数据保留的法律或法规要求，执行本协议和/或存档符合良好的商业惯例。为免生疑问，此类副本仍受本协议的保密和限制使用条款的约束。

d. 如果接收方违反本第 7 条披露或使用（或威胁披露或使用）披露方的任何机密信息，则披露方除可采取的任何其他补救措施外，还有权：寻求禁令救济以禁止此类行为，双方明确承认任何其他可用的补救措施都不够充分。

8. 专有权利；赔款。

a. 产品的所有所有权和知识产权均由 DepSecure 及其合作伙伴和供应商独家拥有。除本协议中明确规定的內容外，最终用户未获得产品的任何许可或其他权利及其知识产权，特此明确保留所有此类许可和权利。最终用户对产品提出的任何想法、建议、修改等都将是 DepSecure 的财产，无论何时

9. 保证和免责声明。

a. DepSecure 保证在自首次交付之日起的六十 (60) 天内，软件和设备将基本按照其文档执行。如果违反有关软件的前述保证，作为最终用户的唯一和排他性补救措施，DepSecure 应自行承担费用并自行决定将软件更换为符合前述保证的软件，或尽合理努力修改软件，使其基本按照其文档执行。如果违反有关设备的前述保证，作为最终用户的唯一和排他性补救措施，DepSecure 应自行承担费用并自行选择修理设备或更换为新的或翻新的设备根据其文件执行实质性。上述保证仅适用于原始购买者，不适用于产品的误用或损坏。根据本节授予最终用户的权利和补救措施规定了 DepSecure 的全部责任，以及最终用户对违反本节第 9(a) 条规定的任何保证的唯一补救措施

b. 除第 9(a) 条明确规定外，产品或服务按“原样”提供，DepSecure 不作任何形式的保证，无论是明示、暗示、法定或其他形式。DepSecure 及其供应商不保证产品或服务的使用不会中断、无错误或无缺陷，或随时可用。DepSecure 特此特别声明，代表其自身及其合作伙伴和供应商，或适用于特定目的，在适用法律允许的最大范围内。

10. 责任限制。在任何情况下，最终用户或 DepSecure（及其合作伙伴或供应商）对直接损害的责任都不会超过最终用户为相关产品或服务支付的总金额。在任何情况下，最终用户或 DepSecure（或其合作伙伴或供应商）均不对另一方的任何利润或收入损失、数据或使用丢失、服务中断、替代服务商品或替代品的采购成本承担任何责任或对于任何间接的、特殊的、附带的、惩罚性的或后果性的损害，无论是在合同中，侵权还是在任何其他责任理论下，无论该方是否已被告知这种可能性。上述限制不适用于最终用户根据第 2 条（许可和限制）或第 7 条（保密）引起的任何索赔。

11. 期限和终止。

a. 本协议的期限自产品交付给最终用户时开始生效，并在最终用户继续有权访问产品时继

续有效。软件和/或设备的支持、订阅服务和订阅许可将在适用期限结束时自动续订，除非任何一方在当时有效期限结束前至少提前三十 (30) 天通知另一方不续订学期。

b. 如果在收到违约方的书面通知后三十 (30) 天内该严重违约仍未得到纠正，则任何一方均可因另一方严重违反本协议而终止本协议；如果最终用户违反第 2 条（许可和限制）、第 4 条（订阅服务的附加条款）或第 7（保密）。

c. 在最终用户的权利到期或协议终止以较早者为准时，DepSecure 将停止提供订阅服务、支持和专业服务，根据本协议授予的许可（无论是永久的还是订阅期的）将终止，各方应根据第 7(c) 条的规定，立即返还或销毁另一方的机密信息。终止并不免除最终用户在到期或终止生效日期之前向 DepSecure 支付任何应计或应付费用的义务。以下部分在本协议终止后继续有效：第 2(c)、2(d)、2(f)、4、6-12 和 17 节。

13. 最终用户提及。最终用户同意 DepSecure 使用其名称和徽标将最终用户识别为 DepSecure 的客户，例如在 DepSecure 的网站上使用。任何使用都应受 DepSecure 遵守最终用户可能不时向 DepSecure 提供的有关其名称和徽标使用的任何准则的约束。本同意在本协议终止时终止。

14. 不可抗力。如果延迟或未能履行本协议项下的任何义务（未支付费用除外）是由于在本协议签署后发生的不可预见的事件造成的，任何一方均不对另一方承担任何责任。超出各方的合理控制范围，例如罢工、封锁、战争、恐怖主义、骚乱、自然灾害、政府或其他政府机构拒绝许可，只要此类事件阻止或延迟受影响的一方履行其义务，且该方无法以合理成本阻止或消除不可抗力。

15. 评估。

a. 评估产品。如果订单是让最终用户临时评估产品及其相关文档用于非商业用途（“评估产品”），并且 DepSecure 同意此类评估，条件是最终用户遵守本协议的条款和条件，第 2(a) 节中规定的许可不适用，并且 DepSecure 在评估期（定义如下）向最终用户授予免费、不可再许可、不可转让、不可转让和非排他性、可撤销的使用评估产品的许可，仅在最终用户书面确定的位置以及仅用于最终用户对评估产品的内部评估。

b. 评估期。除非双方另有书面约定或根据本协议提前终止，评估应在评估产品交付后开始，并持续三十 (30) 天（“评估期”）。评估期到期或终止后，(i) 根据本第 15 条授予的用于此类评估的所有许可将终止，并且 (ii) 最终用户将立即将评估产品退还给 DepSecure 并销毁或删除评估的任何无形副本产品，并要求以书面形式证明由最终用户的官员签署并交付给 DepSecure，所有此类副本均已退回、销毁或删除。

c. 附加评估条款。尽管本协议中有任何相反的规定，最终用户承认并同意评估产品是为评估“原样”提供的，DepSecure 及其供应商对评估不作任何形式的明示或暗示的陈述或保证产品，包括但不限于对适销性、所有权、特定用途的适用性、系统集成、不侵权的任何默示保证或因交易、使用或贸易过程中产生的任何其他保证，以及第 8(b) 条规定的任何义务（赔偿）或根据订阅服务的 SLA 应针对评估产品产生。

16. Early Availability 产品。

a. 许可证。如果订单是为了最终用户评估早期可用性产品及其相关文档，并且 DepSecure 同意此类评估，条件是最终用户遵守本协议的条款和条件，则第 2(a) 节中规定的许可不得在早期可用性测试期间向最终用户申请和 DepSecure 授予免费、不可再许可、不可转让、不可转让和非排他性、可撤销的许可，以使用早期可用性产品，仅在最终用户书面确定的位置且仅用于 End 用户对早期可用性产品的内部评估。

b. 早期可用产品的附加条款。尽管本协议中有任何相反的规定，最终用户承认并同意早期可用性产品仍在开发中，特性和功能可能会在产品的任何商业发布之前发生变化，并且 DepSecure 没有义务向最终用户许可任何作为市售软件产品的一部分的特性或功能。早期可

用性产品是为评估“原样”提供的，DepSecure 及其供应商对早期可用性产品不作任何类型的明示或暗示的陈述或保证，包括但不限于适销性、所有权的任何暗示保证、针对特定目的的适用性、系统集成、不侵权或因交易、使用或贸易过程中产生的任何其他保证，以及第 8(b) 条（赔偿）或订阅服务 SLA 下的任何义务均不因关于早期可用产品。

c. 终止通知和效力。尽管有本协议中规定的其他通知条款，DepSecure 可以随时以任何理由通过电子邮件通知最终用户指定为早期可用性产品评估联系人的人结束早期可用性测试期。早期可用性测试期终止后，根据本第 16 条授予的所有许可将终止，并且 (i) 最终用户将许可商用产品或 (ii) 最终用户将早期可用性产品退还给 DepSecure 并销毁或擦除早期可用产品的任何无形副本。

17. 杂项规定。双方是本协议下的独立承包商，本协议中的任何内容均未授权一方作为另一方的代理人或对任何交易或协议具有约束力。本协议将对各方允许的继承人和受让人具有约束力并符合其利益。未经另一方事先书面同意，任何一方不得通过法律实施或其他方式全部或部分转让或转让本协议。未经此类书面同意，任何转让或转让本协议的尝试均无效。尽管有上述规定，但是，在 DepSecure（或 DepSecure 的子公司、部门或集团）作为被收购实体（无论是通过合并、重组、收购）的合并或收购中，DepSecure 可在未经同意的情况下将本协议转让给收购实体或存续实体或出售股票）或与出售 DepSecure 的全部或部分资产有关的购买者。DepSecure 的许可人是本协议的第三方受益人。如果本协议的任何条款根据法律被确定为无效或不可执行，本协议的所有其他条款应继续完全有效。除本协议特别规定外，任何一方行使本协议项下的任何权利和补救措施将不影响其在本协议项下或其他方面的其他补救措施。本协议包含双方就本协议标的达成的完整协议，并取代双方之前就所述标的达成的所有口头或书面沟通、陈述、谅解和协议。本协议只能通过双方签署的书面文件进行修改或放弃。对本协议项下任何违约行为的弃权不构成弃权或任何其他违约或未来的违约。尽管有上述规定，如果最终用户和 DepSecure 之间存在单独、书面和相互签署的购买产品和/或服务的协议，则该书面协议的条款（不包括任何采购订单、确认或类似的文件，所有这些都将是无效且不被 DepSecure 视为同意）应优先于本协议。本协议项下的所有通知、请求、要求和其他通信均应以书面形式发送至以下为 DepSecure 和适用于最终用户的订单规定的地址，并应被视为已正式发出

DepSecure, Inc.