

## **SOFTWARE LICENSE AGREEMENT**

This Software License Agreement (“Agreement”) by and between CEIA USA, LTD., located at 6336 Hudson Crossing Parkway, Hudson, Ohio 44236 (“Licensor”) and the licensee, as described in a separate written proposal from Licensor to licensee (“Licensee”) (in this Agreement, Licensor and Licensee are sometimes individually referred to as a “Party” or collectively as the “Parties”).

The Parties hereby agree as follows:

### **1 DEFINITIONS**

The following terms used in this Agreement shall have the following meanings, unless the context otherwise requires:

“Software” shall mean the customized cloud-based software materials owned by Licensor, commonly known as **NetID™ Anywhere**, which Licensee, and its designees, may access and use through Licensee’s portal on Licensor’s server(s).

### **2 LICENSE**

Licensor hereby grants to Licensee a non-exclusive, non-transferable and non-assignable license to use the Software solely by and for the benefit of Licensee (the “License”). For the avoidance of doubt, the Licensee shall only be permitted to use the Software in conjunction with its use of Licensor’s metal detectors, which use shall be governed by a separate and independent agreement between Licensor and Licensee.

### **3 LICENSE FEE AND TERM**

The License shall be subject to a subscription fee (“Fee”), which shall be paid by Licensee to Licensor, as described in a separate proposal from Licensor to Licensee.

The License term shall be for one (1) year from the date of execution of this Agreement (“Term”). Thereafter, unless terminated, in writing, pursuant to Section 15 of this Agreement, this Agreement shall automatically renew on an annual basis.

### **4 LIMITATION OF USE**

Licensee shall not decompile, disassemble or otherwise reverse engineer any portion of the Software. Licensee shall not interfere with, disable or circumvent any mechanisms in, or related to, the Software intended to limit the Software’s use. Licensee shall not permit the removal of any existing copyright notice or other restrictive or proprietary legend on, or from, the Software. Neither the Software nor any portion of the Software may be used by, or pledged, or sold, or delivered to, any third party by Licensee. Licensee is responsible for whoever Licensee selects to act as its administrator and users hereunder, as well as any actions said administrator or users take. Licensee further acknowledges and agrees that Licensor shall have no responsibility to manage or administer the Software for Licensee. Licensee shall require its administrator and users to keep and maintain the confidentiality of all IDs and associated passwords for the Software. Each individual user ID for the Software is granted to a named (identified) person and shall not be shared. Licensee is responsible for any misuse, or impermissible use, of user IDs, and passwords for the Software.

**5 OWNERSHIP OF SOFTWARE AND PROPRIETARY INFORMATION**

Licensee agrees that all Software, and proprietary information related thereto, shall be and remain the sole and exclusive property of Licensor.

**6 LICENSEE INFORMATION**

By using the Software, Licensee acknowledges and agrees that : (a) Licensee's data may be located in Licensee's portal on Licensor's server(s), and (b) Licensor may access and use Licensee's data; provided, however, Licensor shall not share, sell, transfer or disclose any of Licensee's data to any third-party unless required to do so by subpoena or court order, in which case, Licensor shall provide reasonable prior written notice thereof to Licensee.

**7 LICENSOR MAINTENANCE**

During the Term, and any renewal term, of this Agreement, Licensor shall provide support for the Software; provided, however, Licensor shall not manage or administer the Software for Licensee.

**8 NON-DISPARAGEMENT**

During the Term, and any renewal term, of this Agreement, and for two (2) years thereafter, Licensee shall not publicly disseminate any information regarding the Software, or its performance.

**9 INACTIVITY**

In the event Licensee fails to use the Software for twelve (12) months, Licensor hereby reserves the right to disable Licensee's access to the Software and delete Licensee's data stored in Licensee's portal on Licensor's server(s).

**10 LIMITATION OF LIABILITY**

WITH THE EXCEPTION OF THE WARRANTY OF MERCHANTABILITY, NO WARRANTY, WHETHER WRITTEN OR ORAL IS EXPRESSED OR IMPLIED. ALL SOFTWARE IS PROVIDED BY LICENSOR TO LICENSEE “AS IS., WHERE AS”, AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF SUCH SOFTWARE IS UPON LICENSEE. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR, WITHOUT LIMITATION, LOST ACTUAL OR ANTICIPATED PROFITS, LOST REVENUE, LOST DATA, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES ARISING OUT OF LICENSEE’S USE OR INABILITY TO USE THE SOFTWARE, OR OF ANY NATURE WHATSOEVER, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SO THE FOREGOING EXCLUSIONS MAY NOT APPLY TO LICENSEE IN ANY SUCH JURISDICTION. LICENSEE MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

## **11 INDEMNIFICATION**

Each Party (the “Indemnifying Party”), to the fullest extent permitted by law, shall defend with competent counsel, indemnify and hold harmless the other Party (the “Indemnified Party”) and the Indemnified Party’s trustees, directors, officers, employees, agents and representatives from and against any and all claims, demands, actions, suits and proceedings, judgments (whether civil, criminal or administrative), and any and all liability, loss, expense (including reasonable attorneys’ fees and professional expenses), costs and damages, which are proximately caused by (i) the Indemnifying Party’s breach of its obligations under this Agreement, or (ii) the intentional, reckless, or negligent act or omission of the Indemnifying Party or any of its trustees, directors, officers, employees, servants, agents, representatives or contractors.

## **12 DISCLAIMER AND ASSIGNMENT**

This Agreement sets forth the entire agreement and understanding between the Parties and supersedes and merges all prior oral and written understandings, representations and discussions between them respecting its subject matter. This Agreement may be amended only by a written agreement executed by Licensor and Licensee. No rights, obligations, representations or terms, other than those expressly recited herein, are to be implied from the Agreement. This Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and their respective successors and assigns; provided, however, Licensee may not assign or otherwise transfer its rights or obligations under this Agreement.

## **13 NOTICES**

All notices shall be sent to the addresses of Licensor and Licensee, as described in a separate written proposal from Licensor to Licensee.

**14 MISCELLANEOUS**

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one agreement. It shall not be necessary in making proof of this Agreement and the exhibits or of any document required to be executed and delivered in connection herewith or therewith to produce or account for more than one counterpart.

**15 TERMINATION**

At any time during the Term, or any renewal term, of this Agreement, either party may terminate this Agreement in the event that the other party is in breach of a material term of this Agreement after giving written notice of termination to the other party. After the first year of this Agreement, either party may terminate this Agreement for any reason, or no reason, by giving the other party thirty (30) days written notice of termination. Upon any termination of this Agreement, Licensor hereby reserves the right to disable Licensee's access to the Software and delete Licensee's data stored in Licensee's portal on Licensor's server(s).

**16 LICENSEE MARKS**

The Licensee agrees that the Licensor has the right to reference the Licensee as a customer via name only on the Licensor's web site or other sales materials.

**17 SEVERABILITY**

Every provision of this Agreement is intended to be severable, and if any term or provision hereof or thereof shall be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions hereof or thereof shall not be affected or impaired thereby, and any invalidity, illegality and unenforceability in any jurisdiction shall not affect the validity, legality and enforceability of any such term or provision in any other jurisdiction.

**18 GOVERNING LAW; VENUE**

This Agreement shall be governed by the laws of the State of Ohio, without regard to Ohio's conflicts of law provisions. The Parties hereby acknowledge and agree that any and all disputes arising out of, or related to this Agreement, in any way shall be exclusively filed and heard in the State or Federal Courts located in Summit County, Ohio.

**19 RELATIONSHIP OF PARTIES**

The relationship of the Parties is, and at all times will be, that of independent contracting parties. The relationship of the Parties is not, and will not be, that of employers, partners, joint venturers or any other such legal entity or relationship, and no such relationship will be implied.

**20 FORCE MAJEURE**

The Parties shall not be in breach of this Agreement if through no fault of any Party such Party is unable to or prevented from fulfilling its obligations under this Agreement. Such circumstances shall include without limitation Acts of God (fire, earthquakes, floods, etc.), labor disputes, unavailability of product inventory, unavailability, government order and/or failure of third-party suppliers to provide essential technical, electronic or internet products or services.

**21 NO THIRD-PARTY BENEFICIARIES**

This Agreement neither creates nor confers any third-party beneficiary rights in any person, legal or natural, that is not named a signatory to this Agreement.

**22 TIME OF ESSENCE**

Time is of the essence in this Agreement.

**23 COSTS AND LEGAL EXPENSES**

In the event of any legal proceedings (whether a lawsuit or arbitration) arising out of, or relating to, this Agreement, the non-prevailing Party shall pay the reasonable legal fees and costs of same to the prevailing Party.