

## Software License Agreement and Limited Warranty

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3. You may also store or install a copy of the SOFTWARE on a storage device, such as a network server, used only to RUN the SOFTWARE on your other computers over an internal network; however, you must acquire and dedicate a license for each separate computer on which the SOFTWARE is RUN from the storage device. A license or license key for the SOFTWARE may not be shared or used concurrently on different computers or sites.

### Additional Rights and Restrictions

4. You may not copy the SOFTWARE, except that (1) you may make one copy of the SOFTWARE solely for backup or archival purposes, and (2) you may transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the DOCUMENTATION.

5. You may not rent, lease, distribute, sell, translate or create derivative works of the SOFTWARE or otherwise transfer or assign the right to use the SOFTWARE to any person or entity except as expressly authorized in this AGREEMENT.

6. You may not reverse engineer, decompile, or disassemble the SOFTWARE or attempt to reveal its source code or underlying trade secrets, except to the limited extent otherwise required by applicable law.

7. You may not install the SOFTWARE for use in an environment in which the CPU of one computer is engaged in the execution of the program and the CPU of another computer is used to process the display of the program, unless a license is acquired and dedicated for each computer on which the SOFTWARE will be RUN or DISPLAYED.

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9. You may not remove, obscure, deface, or alter any proprietary rights notices on any element of the SOFTWARE or DOCUMENTATION.

10. You may not RUN the SOFTWARE for any unlawful, fraudulent, deceptive, malicious, or otherwise harmful or injurious purpose.

### Term and Termination

11. This AGREEMENT will remain in effect until (a) terminated by you or PROCHAIN in accordance with this Section 11, or (b) until the expiration of the license period set forth in the ACCOUNT, if applicable.

(a) Termination for Convenience. You may terminate this AGREEMENT for any reason by providing PROCHAIN notice of such termination.

(b) Termination for Cause.

- (i) Either party may terminate this AGREEMENT for cause upon 30 days' advance notice to the other party if there is any material default or breach of this AGREEMENT by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period.
- (ii) PROCHAIN may also terminate this AGREEMENT immediately upon notice to you (a) for cause, if you are delinquent for 30 or more days in the payment of applicable fees; or (b) in order to comply with applicable laws and regulations, or requests of governmental entities, or otherwise in order to prevent actual or reasonably expected harm to the goodwill, reputation, products, services, or business operations of PROCHAIN or third parties.

12. Upon any termination or expiration of this AGREEMENT, all your rights under this AGREEMENT immediately terminate; you remain responsible for all fees and charges you have incurred through the date of termination; and Sections 1, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, and 23 will survive such termination or expiration and continue to apply in accordance with their terms.

**Limited Warranty and Limitation of Liability**

13. PROCHAIN warrants that the SOFTWARE will perform substantially in accordance with the DOCUMENTATION for a period of 90 days from the date of your receipt of the SOFTWARE. The foregoing is the sole and exclusive warranty applicable to the SOFTWARE and DOCUMENTATION. ANY OTHER EXPRESS OR IMPLIED WARRANTY OF ANY KIND AND HOWEVER ARISING, INCLUDING FOR FITNESS OR MERCHANTABILITY, IS HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

14. This Limited Warranty is void if failure of the SOFTWARE has resulted from modification, accident, abuse, or misapplication.

15. PROCHAIN'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE, AT PROCHAIN'S CHOICE, TO EITHER (A) RETURN TO YOU THE PRICE YOU ACTUALLY PAID OR (B) REPLACE THE SOFTWARE THAT DOES NOT MEET PROCHAIN'S LIMITED WARRANTY AND WHICH IS RETURNED TO PROCHAIN WITH A COPY OF YOUR RECEIPT. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. IN ANY EVENT, TO THE MAXIMUM ALLOWED BY APPLICABLE LAW, THE TOTAL LIABILITY OF PROCHAIN, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE IN CONNECTION WITH THE SOFTWARE OR THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE TOTAL PAYMENTS RECEIVED BY PROCHAIN FROM YOU FOR THE SOFTWARE UP TO THE DATE OF THE FIRST EVENT GIVING RISE TO SUCH LIABILITY.

16. IN NO EVENT WILL PROCHAIN BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OR INABILITY TO USE THE SOFTWARE. CERTAIN JURISDICTIONS AND LAWS MAY NOT PERMIT SOME OR ALL OF THE DISCLAIMERS AND EXCLUSIONS OF LIABILITY SET FORTH IN THIS AGREEMENT. IN THE EVENT THAT SUCH A JURISDICTION OR LAW APPLIES TO THE SUBJECT MATTER HEREOF, SUCH DISCLAIMERS AND EXCLUSIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

17. **Indemnification.** You will defend, indemnify and hold harmless PROCHAIN from any and all suits, claims, actions, liabilities, losses, damages, costs and expenses, including without limitation reasonable attorney's fees, asserted against or incurred by PROCHAIN in connection with (i) your breach of this AGREEMENT; (ii) your RUNNING of the SOFTWARE or use of the DOCUMENTATION in any manner or for any purpose that is not expressly contemplated by this AGREEMENT; or (iii) any results, reports, or outputs that you generate from the Software.

18. **Third-Party Software.** PROCHAIN assumes no responsibility for the licensing, procurement, or operation of any third-party software not included with the SOFTWARE. If you use such third-party software in conjunction with the SOFTWARE, you are solely responsible for its proper licensing.

19. **Severability.** If any provision of this AGREEMENT is held to be unenforceable, the other provisions will remain in effect. If possible, the offending provision will be modified to the slightest degree necessary to make it enforceable, remaining as close as possible to the parties' original intent for the provision. If not possible, the offending provision will be stricken.

20. **Governing Law; Venue; Remedies.** The laws of the State of Virginia, without reference to conflict of law rules, govern this AGREEMENT and any dispute of any sort that might arise between you and PROCHAIN. Any claim, suit, or other proceeding relating in any way to the Software or this AGREEMENT will be adjudicated in the state or federal courts sitting in Prince William County, Virginia. You consent to exclusive jurisdiction and venue in those courts for the final resolution thereof. Notwithstanding the foregoing, PROCHAIN may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction. You acknowledge that your breach or threatened breach of this Agreement may cause PROCHAIN irreparable injury, the extent of which is not readily calculable as money damages, and accordingly agree that in such event PROCHAIN may seek preliminary and/or final injunctive relief therefor, without prejudice to any other remedy available to PROCHAIN. The United Nations Convention for the International Sale of Goods does not apply to this AGREEMENT.

21. **Entire Agreement; Interpretation.** This AGREEMENT constitutes the entire agreement between you and PROCHAIN regarding the subject matter of this AGREEMENT and supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and PROCHAIN, whether written or verbal, regarding the subject matter of this AGREEMENT. PROCHAIN will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this AGREEMENT (whether or not it would materially alter this AGREEMENT) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. Paragraph and section headings and captions herein contained are for reference purposes only, and shall not affect the interpretation or construction of any material term hereof.

22. **Contact.** If you have any questions concerning this AGREEMENT or wish to contact PROCHAIN for any reason, please write: ProChain Solutions, Inc., 14077 Crown Court, Suite 239, Woodbridge, VA 22193; or call +1-703-490-8821.

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