

## EVALUATION TERMS AND CONDITIONS

THIS IS A BINDING AGREEMENT. OSS PROVIDES THE PROGRAM (AS HEREINAFTER DEFINED) SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THESE EVALUATION TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY CLICKING THE “ACCEPT” BUTTON WITH RESPECT TO ACCESSING THE PROGRAM YOU (A) ACCEPT THESE TERMS AND CONDITIONS AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THESE TERMS AND CONDITIONS, OSS WILL NOT AND DOES NOT LICENSE THE PROGRAM TO CUSTOMER AND CUSTOMER MUST NOT ACCESS OR USE THE PROGRAM.

YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND THAT YOU HAVE THE CAPACITY TO FORM A BINDING CONTRACT.

SOME OR ALL OF THE PROGRAM (AS HEREINAFTER DEFINED) MAY CONTAIN COUNTERS OR OTHER DEVICES THAT PREVENT YOU FROM CERTAIN USES OF THE PROGRAM OR USE OF THE PROGRAM BEYOND THE EVALUATION PERIOD.

### 1. DEFINITIONS

- 1.1 “Customer” means the person that has accessed the Program and clicked accept in connection with such download or the entity that such person was authorized to download the Program and click acceptance on behalf of.
- 1.2 “Documentation” means all documents, manuals and specifications, including corrections and updates, with respect to the Program that are generally made available by OSS to customers of the Program.
- 1.3 “Generated Codec Source” means the source code generated from the Program.
- 1.4 “Program” means the OSS ASN.1 Web Compiler that generates Generated Codec Source from an ASN.1 schema.
- 1.5 “Proprietary Information” means the Program, the Documentation, the Generated Codec Source and all components, ideas, know-how, algorithms, code and other proprietary information with respect to or included in any of the foregoing.

### 2. LICENSE

- 2.1 License Grant. For a thirty day period from the date of initial download of the Generated Codec Source (unless such period is extended by OSS in writing or earlier terminated in accordance with these Terms and Conditions) (the “Term”), OSS hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Program, the Generated Codec Source and the Documentation solely for evaluating whether to purchase a subscription to the ASN.1 Web Compiler for commercial or production use, and for no other purpose (the “Permitted Purpose”). Customer does not have to pay any fees for the license and use of the Program and the Documentation in accordance with this Section 2.1.

- 2.2 IN NO EVENT SHALL CUSTOMER USE ANY OF THE PROGRAM, THE DOCUMENTATION OR THE GENERATED CODEC SOURCE OR ANY SOFTWARE OR PRODUCTS DEVELOPED OR GENERATED FROM THE USE OF THE PROGRAM OR THE GENERATED CODEC SOURCE FOR COMMERCIAL OR PRODUCTION USE.
- 2.3 No Have Made Rights by Third Party. Customer cannot provide any of the Program, the Documentation or the Generated Codec Source to a third party.
- 2.4 Audit. For a period of one year after the initial date that Customer downloads the Generated Codec Source, upon ten (10) days prior written notice to Customer, OSS has the right to audit Customer's use of the Program, the Documentation and the Generated Codec Source to determine if Customer has complied with these Terms and Conditions. Customer agrees to cooperate with OSS with respect to any such audit. All costs of such audit shall be borne by OSS, provided that if any audit reveals that Customer has not complied with the conditions set forth in these Terms and Conditions, the reasonable cost of such audit shall be borne by Customer.
- 2.5 Additional Restrictions. Customer will not decompile, disassemble or otherwise reverse engineer the Program. Customer shall not modify the Generated Codec Source.
- 2.6 Restricted Rights. Customer agrees that if Customer is a U.S. Government unit or agency or if any of the Program or the Generated Codec Source are being supplied to the Department of Defense or other unit or agency of the U.S. Government subject to the DFARs (the "DOD"), the Program and the Generated Codec Source, are classified as "Commercial Computer Program" and the Documentation is classified as "Commercial Program Documentation" and, pursuant to the DFARs Section 227.7202, the U.S. Government is acquiring a license to the Program, the Generated Codec Source, and the Documentation in accordance with these Terms and Conditions. If any of the Program or the Generated Codec Source are being provided to any unit or agency of the U.S. Government other than the DOD or if the Customer is a U.S. Government Unit or agency other than DOD, the Program and the Generated Codec Source are classified as "Commercial Computer Program" and the Documentation is classified as "Commercial Items" and pursuant to FAR Section 12.212, the U.S. Government is acquiring a license to the Program, the Generated Codec Source, and the Documentation in accordance with these Terms and Conditions.

### 3. TERMINATION

- 3.1 Termination. OSS can terminate Customer's license and rights to use the Proprietary Information for any reason or no reason by providing three days prior written notice to Customer.
- 3.2 Bankruptcy. Customer's license and right to use the Proprietary Information shall automatically terminate upon filing of any bankruptcy petition under or with any competent tribunal by or against Customer, upon any assignment for the benefit of creditors of Customer, any cessation of business in the normal course by the Customer, or upon insolvency or dissolution of Customer.
- 3.3 Effect of Termination. Within two (2) days of termination of Customer's license to use the Proprietary Information, Customer will erase or otherwise destroy all copies of the Proprietary Information and all software, products and services developed or created using any of the Proprietary Information (individually and collectively, the "Products") and will cease using all of the Proprietary Information and the Products, and will on OSS's request certify to OSS in writing that it has taken such step. This Section, Section 1, and Sections 2.4 and Sections 4, 5, and 6 shall survive the expiration and termination of Customer's license to the Proprietary Information.

#### **4. PROPRIETARY INFORMATION AND OWNERSHIP**

- 4.1 Ownership. Customer acknowledges that all right, title, and interest in and to the Proprietary Information and all intellectual property rights with respect thereto are and at all times shall remain with OSS. Customer acknowledges that no right, title, or interest in or to the Proprietary Information and all intellectual property rights with respect thereto are granted under these Terms and Conditions, and no such assertion shall be made by Customer. Customer acknowledges that the Proprietary Information is and shall remain the sole property of and proprietary to OSS. To the extent that Customer is deemed to have any ownership rights in the Proprietary Information, Customer hereby assigns all of such rights to OSS. Nothing in these Terms and Conditions shall alter these rights and no title to or ownership of the Proprietary Information or any intellectual property rights with respect thereto are transferred to Customer. No rights are granted to Customer other than the limited license rights expressly set forth herein. Customer is granted only a limited right of use of the Proprietary Information as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with these Terms and Conditions.
- 4.2 Proprietary Rights Notice. Customer shall not remove any copyright, confidentiality, or other proprietary rights notice provided by OSS in connection with the Proprietary Information and any and all copies thereof which Customer may make shall have such notices.
- 4.3 Maintaining Confidentiality. Customer acknowledges and agrees that the Proprietary Information is the confidential information of OSS. Customer will maintain the confidentiality of the Proprietary Information using at least the same procedures as it uses to maintain the confidentiality of its own highly confidential information, but in no event shall Customer use less than reasonable care.

#### **5. DISCLAIMERS AND LIMITED LIABILITY**

- 5.1 DISCLAIMER. THE PROGRAM, THE GENERATED CODEC SOURCE, THE DOCUMENTATION, AND ALL SERVICES PROVIDED BY OSS ARE PROVIDED WITHOUT ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. OSS EXPRESSLY DISCLAIMS WITH RESPECT TO THESE TERMS AND CONDITIONS, THE PROGRAM, THE GENERATED CODEC SOURCE, THE DOCUMENTATION, AND ALL SERVICES PROVIDED BY OSS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. No employee or agent of OSS is authorized to give a greater or different warranty. Customer acknowledges and accepts that, in light of the many potential tasks for which the Program and the Generated Codec Source may be used and the diverse environments in which applications made with the Program and the Generated Codec Source may be used, use of the Program, the Generated Codec Source and the performance and testing of applications remain the sole responsibility and liability of Customer.
- 5.2 LIMITATION OF LIABILITY. EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, IN NO EVENT WILL OSS (ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES) BE LIABLE HEREUNDER OR OTHERWISE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS (INCLUDING, WITHOUT LIMITATION, THE TERMINATION OF THESE TERMS AND CONDITIONS), THE PROGRAM, THE GENERATED CODEC SOURCE, THE DOCUMENTATION, OR ANY

SERVICES PROVIDED BY OSS FOR ANY CLAIMS OF PERSONAL INJURY OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR DAMAGES BASED ON RELIANCE, COVER, COSTS OF SUBSTITUTE GOODS, BUSINESS INTERRUPTION, TORT, LOSS OF PROFITS OR BENEFITS OR LOSS OF DATA, BUSINESS REPUTATION OR GOODWILL. OSS AND ITS AFFILIATES HAVE NO LIABILITY WITH RESPECT TO ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY. WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, THE PROGRAM, THE DOCUMENTATION, THE GENERATED CODEC SOURCE, OR ANY SERVICES PROVIDED BY OSS, OSS' AGGREGATE LIABILITY SHALL NOT BE IN EXCESS OF TEN DOLLARS.

## 6. GENERAL

- 6.1 Entire Agreement. These Terms and Conditions constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior oral and written quotations, communications, agreements and understandings of the Parties with respect to its subject matter. These Terms and Conditions may only be amended by a document that expressly states that it is an amendment to these Terms and Conditions and that is agreed in writing by both of the Parties, which amendment expressly references the sections in these Terms and Conditions that it is amending.
- 6.2 Certain Remedies. Customer will pay reasonable expenses, including legal fees, incurred by OSS to enforce its rights under these Terms and Conditions. In the event of (i) any breach or threatened breach of any provision of these Terms and Conditions by Customer with respect to or relating to any of the Proprietary Information or the scope of use of the Proprietary Information or (ii) any infringement or threatened infringement by Customer of any of OSS' intellectual property rights, OSS may incur irreparable injury inadequately compensated by money damages and OSS may seek an injunction (including, without limitation, temporary and preliminary relief) and other appropriate equitable remedies with respect thereto without posting a bond. This remedy is in addition to such other remedies as OSS may have under these Terms and Conditions or by law.
- 6.3 Law and Venue. These Terms and Conditions and all claims arising out of or relating to these Terms and Conditions or any of the Proprietary Information, including, without limitation, tort claims, will be governed by the laws of the State of New Jersey, excluding its choice of laws rules, except that with respect to any claim with respect to copyright and patent rights United States federal laws shall apply. The Parties agree that the United Nations Convention for the International Sale of Goods shall not apply or govern these Terms and Conditions. With respect to all and claims between the Parties, each of the Parties agrees to submit to the exclusive jurisdiction of the federal and state courts located in New Jersey and waive any and all claims of inconvenient forum or of immunity.
- 6.4 Export. Customer hereby certifies that: (i) it is not a Restricted Party (as hereinafter defined), (ii) it will only export or re-export the Proprietary Information in compliance with the laws of the United States, including without limitation all Export Administration Regulations ("EAR") of the United States Department of Commerce; and (ii) it bears sole responsibility for any violation of such laws and regulations. "Restricted Party" means (i) any entity or individual in the List of Specially Designated Nationals or Consolidated Sanctions List administered by the US Office of Foreign Assets Control, (ii) any entity or individual located in or part of any government of any country covered by a United States general trade embargo, (iii) any entity owned 50% or more either individually or in the aggregate by any of the foregoing individuals or entities and (iv) any

entity or individual in the Denied Persons List, Entity List or Unverified List administered by the Bureau of Industry and Security, or in a successor to any of these lists or any similar additional lists. If Customer becomes a Restricted Person, Customer shall (i) immediately inform OSS of such status and (ii) the license granted hereunder shall immediately terminate.

- 6.5 Notices. Notices will be deemed effective hereunder if given to Customer by email to the email address provided by Customer or if given to Customer or OSS if delivered in person, or by certified or registered mail, or by FedEx or similar private mail service, and addressed to the respective Parties at their above addresses (or to such successor addresses as the Parties may identify by notice provided in accordance with this Section). The effective dates of such notice will be as identified in a postal "returned receipt" or private mail service's tracking records (such as those maintained by FedEx), or absent such identification, when actually received.
- 6.6 Partial Invalidity. If any of the provisions of these Terms and Conditions will be invalid or unenforceable, the invalidity or unenforceability will not invalidate or render unenforceable this entire Agreement, which will instead be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties will be construed and enforced accordingly.
- 6.7 Waiver. The failure of either Party at any time to enforce any right or remedy available to it under these Terms and Conditions or otherwise with respect to any breach or failure by the other Party will not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other Party. Any waiver of the performance of any of these Terms and Conditions shall be effective only if in writing and signed by the Party against which such waiver is to be enforced.
- 6.8 Assignment. Customer's license to the Proprietary Information is personal to Customer and Customer may not assign or transfer its license (by operation of law or otherwise) to the Proprietary Information. A change in control or the ownership of Customer, including the acquisition of more than fifty percent of the ownership interests of Customer by any third party or third parties, shall be deemed a transfer of the license under these Terms and Conditions.
- 6.9 Authorization with Respect to Use of Personal Information. Customer, acknowledges, agrees and consents that if Customer is an individual, (i) OSS may maintain correspondence with Customer and personal information with respect to Customer as needed in connection with OSS' business needs, including, Customer's name, contact information, email and IP addresses, (ii) Customer shall only provide such personal data as is needed in connection with Customer's use of the Program and its obligations under these Terms and Conditions and (iii) Customer's personal information that has been provided by Customer will be exported and maintained in the United States and other countries in connection with OSS' business needs. If Customer is an entity ("Entity Customer"), then Entity Customer acknowledges and agrees that Entity Customer requires its personnel that communicate with OSS to only communicate with OSS through their work email and only use Entity Customer owned and issued devices with respect to such communications. In addition, Entity Customer does not and does not permit any of its employees or contractors and contractors' personnel to provide to OSS any personal data other than such data as is needed in connection with Entity Customer's use of the Program and its obligations under these Terms and Conditions, and in such cases Entity Customer has advised such individuals providing such data that such data may be disclosed to OSS and that such data may be exported to and maintained in the United States and other countries by OSS in connection with OSS' business needs. Entity Customer agrees that for all purposes under applicable law, Entity Customer is the Data Controller (as defined under any applicable laws) with respect to any

personal data provided by Entity Customer, its employees, its contractors and its contractors' employees. Entity Customer acknowledges, agrees and consents that OSS may maintain correspondence with Entity Customer and personal information with respect to Entity Customer's employees and contractors and contractors' employees as is needed in connection with OSS' business needs, including, such individual's names, contact information, email and IP addresses, and that Customer is authorized by such individuals to permit such use.