BrowserHawk IQ - Terms of Service

The following are the terms and conditions for use of the BrowserHawk IQ service described herein (the "Service") between cyScape, Inc. ("cyScape") and you (either an individual or a legal entity that you represent as an authorized employee or agent) ("You"). Please read this carefully. BY CLICKING THE "I ACCEPT" OPTION, COMPLETING THE REGISTRATION PROCESS AND/OR USING THE SERVICE OR ACCESSING ANY OF ITS FILES, YOU ARE STATING THAT YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THE SERVICE ("AGREEMENT"). The Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein.

1. Definitions

"Account" refers to the billing account for the Service. All Authorized Sites linked to a single Account will have their usage activity aggregated for billing purposes.

"Websites" means one or more web sites that You own and control, and which are listed in Your Authorized Sites.

"Web Pages" means one or more web pages or other content that are part of Your Websites from which You use the Service.

"Site Visitors" mean one or more visitors to Your Web Pages, either human or automated.

"Authorized Sites" refers to the URLs of the Websites that You use the Service in conjunction with. For example, if Your Account is configured to use the Service with the Websites www.mysite.com and www.mysite.org, then mysite.com and mysite.org are Authorized Sites for Your Account.

"Customer Data" means the data concerning the characteristics and activities on Your Web Pages by Site Visitors and or their browsers and systems or other data, which is gathered through use of the Service Tags and or Page Instrumentation and or other aspects of the Service, and then transmitted to the cyScape Servers and stored by the Processing Software, or transmitted to Your Servers.

"Service Tag" refers to one or more JavaScript include tags, JavaScript, HTML code, or other such text or code that cyScape authorizes You to add to Your Websites in order to use the Service. Service Tags typically include a URL that accesses the Page Instrumentation and or Processing Software along with parameters that identify Your Account and in some cases account options.

A "Request" is a unit of measurement for usage of the Service. A Request occurs once per Caching Period once a Site Visitors access Web Pages that contains a Service Tag. Web Pages that contain multiple Service Tags generate one Request per Caching Period per Service Tag in the Web Page for each Site Visitor that accesses the page. Note that Requests made over the HTTPS secure protocol count as five Requests to account for SSL overhead.

"Caching Period" is the amount of time that a browser or other such agent caches the Page Instrumentation for reuse as needed during Site Visitor sessions, without retrieving or requesting another copy from the Servers. It is anticipated that the Caching Period for the Service Tags will be 24 hours. In actuality this can be longer or shorter, and in some cases the Caching Period may be ignored all together or reset, based on the Site Visitor's browser settings, computer settings, Web Site activity, and/or the networks and systems or protocols that connect the Site Visitor to Your Websites and or the cyScape Servers, which can result in multiple Transactions from the same Site Visitor during their session.

A "Transaction" is another unit of measurement for usage of the Service. A Transaction occurs when certain features of the Service are used. Some examples of a Transaction include using the browser troubleshooting tool to test a Visitor's browser and display their test results, emailing the test results back to Your help desk, and logging a record containing Customer Data or other data to the cyScape Servers.

"Processing Software" means the proprietary BrowserHawk Software and related code and systems that constitute or support the Service, including the Page Instrumentation, and any all upgrades to such, including the systems which track and or analyze the Customer Data, provides and or displays information about the Customer Data and or generates the Reports.

"Page Instrumentation" means the proprietary cyScape JavaScript, HTML, and other code that is referenced by the Service Tags or otherwise accessed and used for the purpose of collecting and analyzing Customer Data and or providing this information to You or Your Websites or to visitors of Your Websites, together with any fixes, updates and upgrades provided to You (collectively, the "Page Instrumentation").

"Report" means the resulting analysis of the Customer Data.

"cyScape Servers" means the servers controlled by cyScape upon which the Processing Software, Page Instrumentation and Customer Data are generated, stored, and/or processed.

"Your Servers" means the servers controlled by You that you designate the Page Instrumentation to transmit data to for storage or processing outside of the cyScape Servers.

"Software" means the Page Instrumentation, Processing Software, BrowserHawk Software, and all underlying software that constitutes the Service.

"Fee Schedule" refers to the list of pricing for your Service Plan. The current Fee Schedule is available at http://www.cyscape.com/products/bhiq/browserhawkiq-pricing.htm.

"Service Plan" refers to the service plan you sign up for as described in the Fee Schedule. Each Service Plan provides different features and allows for different amounts of Usage Levels. You may change your Usage Level up to one time per month.

"Usage Levels" refers to the number of Requests and Transactions, or other such usage or actions of the service, that you are allowed to use monthly as set by the Service Plan. If you exceed your allowed Usage Levels, cyScape may request that you upgrade your Account to a higher Service Plan that allows for Usage Levels more closely matched

to your actual usage. If you decide not to upgrade your Account, cyScape may suspend or terminate your service at its sole discretion and notify you of doing so.

"Service Fees" refers to the amount of charges You incurred through Your use of the Service, as set forth by the Fee Schedule.

"Documentation" means any accompanying proprietary documentation made available to You by cyScape for use with the Service, including any documentation available online or otherwise.

"Samples" means any sample web pages, files, tutorials, or any learning aids in any form of media, made available to You by cyScape to help guide you in learning how to use the Service.

2. Fees and Services

Subject to Section 15 herein, the Service is provided for a fee as determined by the Fee Schedule as posted on the cyScape web site and or as otherwise presented to You by cyScape.

cyScape may change its Fee Schedule and payment policies for the Service from time to time including but not limited to the addition of costs for new features, enhancements, support, and additional storage. Any changes to the fees or payment policies are effective as set by cyScape and such notice will be emailed to You or posted at www.cyscape.com (or such other URL cyScape may provide from time to time). All fees are quoted in U.S. Dollars. Any outstanding balance becomes immediately due and payable upon termination of this Agreement for any reason and any collection expenses (including attorneys' fees) incurred by cyScape will be included in the amount owed, and may be charged to the credit card or other billing mechanism associated with Your account.

At the beginning of each month, cyScape will charge Your Account for the that month's use of the Service in the amount of the Service Fees, and will send you a statement showing the charges.

These charges may be paid by credit card, check, or wire transfer. If paying by credit card, You hereby grant cyScape permissions to charge Your credit card each month for the Services Fees. Or, you may elect to have cyScape charge your credit card for an amount You specify as an advanced payment to receive a credit balance on your account, for which cyScape will then each month deduct the Service Fees from your credit balance.

If paying by check or wire transfer, you must make an advanced payment equal to at least one year's anticipated Service Fees prior to using the Service as a credit on Your Account. Each month cyScape will then deduct each month's Service Fees from your credit balance.

Payment for Service is due in full on the first day of each month for that month's Service Fees. In the event that payment becomes past due 10 (ten) or more calendar days, cyScape may, at its sole discretion, suspend or permanently cancel Your Account and render the Service inoperable for Your Authorized Sites, with or without notice. If Your Account is suspended or cancelled, You agree not to create a new Account and to refrain from using the Service in any way until all fees owed by You are paid in full and You have received written notice from cyScape that You may resume using the Service.

You may cancel and discontinue using the Service at any time by notifying us and receiving a confirmation email back from us. To discontinue the Service, you must immediately remove all Service Tags from Your Web Sites and ensure that no further Requests or Transactions occur. Otherwise you will still be billed for the Service Fees which result from Requests and/or Transactions which continue to be received. Once you have cancelled your service and have stopped using it and any outstanding balances have been paid, you will no longer be billed for the service. In the event that Your Account is delinquent more than thirty days and Requests or Transactions are still being received despite cyScape's request to discontinue using the service, cyScape may use the Service to publicly display a warning or error message in your Web Sites alerting that Your Account has expired and to refrain from using the Service to prevent additional charges from occurring. Before doing so, cyScape will attempt to contact you by phone or email to make a final request that any outstanding balance be paid and that You refrain from using the Service.

You agree that all Service Fees paid to cyScape, or any payments made to cyScape for consulting fees or any other purposes, are final. No refunds or compensation will be provided for any reason.

3. Member Account, Password, and Security

To register for the Service, You must complete the registration process by providing cyScape with current, complete and accurate information as prompted by the registration form, including Your e-mail address, name, and organization name, and cyScape shall issue You a password. You shall protect Your password and take full responsibility for Your own, and third party, use of Your Account. You are solely responsible for any and all activities that occur under Your Account. You agree to notify cyScape immediately upon learning of any unauthorized use of Your Account or any other breach of security. From time to time, cyScape's support staff may log in to or otherwise access Your Account and Customer Data in order to maintain or improve service, including to provide You assistance with technical or billing matters. You hereby acknowledge and consent to such access.

You may sign up for a Free Trial account to try out the service at no charge for 14 days. To continue using your Account beyond the trial period you must purchase service in accordance with the Fee Schedule. Free Trial accounts are fully functional except they are limited to use with only one Authorized Site and up to 5,000 Requests and Transactions. If You exceed these limits during your trial period your Account may be suspended or permanently removed without notice. You agree not to sign up for more than one free trial per website, even if the website is accessible under multiple domain names. For example www.mysite.com and www.othername.com are considered the same website if they provide the same content even though their domain names are different.

4. Non-exclusive License

cyScape hereby grants You a limited, revocable, non-exclusive, non-sublicensable license to install, copy and use the Service Tag solely as necessary to use the Software solely in conjunction with the Service from Your Websites, and this license does not include any right to use the Software in any way outside of the Service.

Subject to the terms and conditions of this Agreement, You may remotely access, view, download and upload Your data associated with Your Account to the Servers. Your license of, use of and access to the Software and the Service (which may include, without limitation, the Software, Documentation, Samples and the Reports) is conditioned upon Your compliance with the terms and conditions of the Agreement, including the following:

You will not, nor will You allow, any third party to (i) copy, modify, adapt, translate or otherwise create derivative works of the Page Instrumentation or Software or the Documentation, nor download the Page Instrumentation or store it; (ii) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Software, except as expressly permitted by the law in effect in the jurisdiction in which You are located; (iii) rent, lease, sell, assign or otherwise transfer rights in or to the Page Instrumentation or Software or Documentation; (iv) remove any proprietary notices or labels in the Page Instrumentation or Software or Documentation; or (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Page Instrumentation, Service or the Software.

You will use the Page Instrumentation, Software, Service and Reports solely for Your own internal use and or for the betterment of the web site experience delivered by Your Websites and or to help visitors to Your Websites that require troubleshooting assistance with Your Websites or that need to check if they meet the operating requirements of Your Websites, and will not make the Software or Service available for timesharing, application service provider, middleware, Software as a Service (SaaS) or service bureau use. You will comply with all applicable laws and regulations in Your use of and access to the Documentation, Software, Service and Reports. Furthermore You agree not to add to Your Authorized Sites any web sites that You do not own or control, unless You have express permission from the site owner to do so, and agree to promptly remove such sites from Your Authorized Sites upon request from cyScape or the site owner.

This license will terminate immediately if You fail to comply with the terms of this Agreement. Upon such termination, You must destroy all originals and any copies of the Page Instrumentation in Your possession, and immediately remove the Service Tag from Your Websites, and so certify in writing to cyScape within three (3) business days of termination and cease any further use of the Service.

5. Confidentiality

"Confidential Information" includes any proprietary data and any other information disclosed by one party to the other in writing and marked "confidential" or disclosed orally and, within five business days, reduced to writing and marked "confidential". Notwithstanding the foregoing, Confidential Information will not include any information that is or becomes known to the general public, which is already in the receiving party's possession prior to disclosure by a party or which is independently developed by the receiving party without the use of Confidential Information. Neither party will use or disclose the other party's Confidential Information without the other's prior written consent except for the purpose of performing its obligations under this Agreement or if required by law, regulation or court order. In which case, the party being compelled to disclose Confidential Information will give the other party as much notice as is reasonably practicable prior to disclosing such information. Upon termination of this Agreement, the parties will promptly either return or destroy all Confidential Information and, upon request, provide written certification of such. You are responsible for safeguarding the confidentiality of Your password(s) and user name(s) issued to You by cyScape, and for any use or misuse of Your account resulting from any third party using a password or user name issued to You. You agree to immediately notify cyScape of any unauthorized use of Your account or any other breach of security known to You.

6. Information Rights and Publicity

cyScape may retain and use, subject to the terms of its Privacy Policy (located at http://www.cyscape.com/company/privacy.aspx), or such other URL as cyScape may provide from time to time),

information collected in Your use of the Service. cyScape will not share information associated with You or Your Site with any third parties unless cyScape (i) has Your consent; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of cyScape, its users or the public; (iii) the information is used as a smaller part of a collection of anonymous analytical data collected from multiple Accounts and not identified as being from You, any particular Account, or as being from any specific Site Visitor; or (iv) provides such information in certain limited circumstances to third parties to carry out tasks on cyScape's behalf (e.g., technical services, billing, or data storage) with strict restrictions that prevent the data from being used or shared except as directed by cyScape. When this is done, it is subject to agreements that oblige those parties to process such information only on cyScape's instructions and in compliance with this Agreement and appropriate confidentiality and security measures.

7. Your Privacy Policy

You will have and abide by an appropriate privacy policy and will comply with all applicable laws relating to the collection of information from visitors to Your Websites and use of the Service. You must post a privacy policy and that policy must provide notice of Your use of a service that collects anonymous details about Your visitor's browser and system configuration and web site activity, if You are using those particular features of the Service.

8. Indemnification

You agree to indemnify, hold harmless and defend cyScape, at Your expense, any and all third-party claims, actions, proceedings, and suits brought against cyScape or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by cyScape or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) Your breach of any term or condition of this Agreement, (ii) Your use of the Service, or (iii) Your violations of applicable laws, rules or regulations in connection with the Service. In such a case, cyScape will provide You with written notice of such claim, suit or action. You shall cooperate as fully as reasonably required in the defense of any claim. cyScape reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by You.

9. Third Parties

If You provide access to Your Account or any portion thereof to any third party or use the Service to collect information on behalf of any third party ("Third Party"), whether or not You are authorized to do so by cyScape, the terms of this Section 9 shall apply to You.

If You use the Service on behalf of any Third Party, You represent and warrant that (a) You are authorized to act on behalf of, and bind to this Agreement, that Third Party, (b) as between the Third Party and You, the Third Party owns any rights to Customer Data in the applicable account, (c) You will not add any Third Party web site to Your Authorized Sites unless You have express permission from the Third Party owning such web sites to do so, and shall promptly remove any Third Party web sites from Your Authorized Sites upon request of the Third Party or cyScape at its sole discretion, and (d) You shall not disclose Third Party's Customer Data to any other party without the Third Party's consent.

You shall ensure that each Third Party is bound by and abides by the terms of this Agreement. cyScape makes no representations or warranties for the direct or indirect benefit of any Third Party. With respect to Third Parties, You shall take all measures necessary to disclaim any and all representations or warranties that may pertain to cyScape, the Service, the Software or the Reports, or use thereof. You agree to indemnify, hold harmless and defend cyScape, at Your expense, against any and all third-party claims, actions, proceedings, and suits brought against cyScape or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by cyScape, or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (a) any representations and warranties made by You concerning any aspect of the Service, the Software or Reports to Third Parties; (b) any claims made by or on behalf of any Third Party pertaining directly or indirectly to Your use of the Service, the Software or Reports; (c) violations of Your obligations of privacy to any Third Party; and (d) any claims with respect to acts or omissions of Third Parties in connection with the Services, the Software or Reports.

10. Disclaimer of Warranties

The information and services included in or available through the Service, including the Reports, may include inaccuracies or typographical errors. Changes are periodically added to the information herein. cyScape and/or its respective suppliers may make improvements and/or changes in the Service or Software at any time, with or without notice. cyScape does not represent or warrant that the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service, the Software or any other software on the Server are free of viruses or other harmful components, or that cyScape will provide technical or customer support to You. cyScape does not warrant or represent that the use of the Service or the Reports will be correct, accurate, timely or otherwise reliable. You specifically agree that cyScape shall not be responsible for unauthorized access to or alteration of the Customer Data or data from Your Websites.

THE SERVICE, THE SOFTWARE AND REPORTS ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY CYSCAPE AND/OR ITS SUBSIDIARIES AND AFFILIATES, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICE, THE SOFTWARE, THE DOCUMENTATION AND REPORTS, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. CYSCAPE DOES NOT WARRANT THAT THE SERVICE, THE SOFTWARE OR REPORTS WILL MEET YOUR NEEDS OR BE FREE FROM ERRORS, OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICE. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

11. Limitation of Liability

CYSCAPE WILL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY CLAIMANT FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA COLLECTED THROUGH THE SERVICE), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER

TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF CYSCAPE AND/OR ITS SUBSIDIARIES AND AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING PARAGRAPH. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS AND THE FOREGOING PARAGRAPH MAY NOT APPLY TO YOU.

cyScape's total cumulative liability to You or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed U.S. $250.

12. Service Levels

cyScape does not guarantee the Service will be available, operable or expedient at all times or during any down time (1) caused by outages to any public Internet backbones, networks or servers, (2) caused by any failures of Your equipment, systems or local access services, (3) for previously scheduled maintenance, (4) caused by failures of the software or hardware or other components or dependencies of the Service which the Service depends on, or operator error thereof, (5) relating to events beyond cyScape's control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where cyScape or Your servers are located or co-located, or (6) caused by any other reason. Complete accuracy in all aspects of Your Customer Data also is not guaranteed. You hereby acknowledge that any Service outage or performance issues may impact the successful operation of Your Websites, and that under no circumstances will cyScape, or any of its officers, directors, employees, agents, affiliates, vendors or service providers be liable for any direct or indirect damages resulting there from whatsoever.

13. Proprietary Rights Notice

The Service, which includes but is not limited to the Service Tag, Page Instrumentation, and the BrowserHawk Software, and all intellectual property rights in the Service are, and shall remain, the sole property of cyScape. All rights in and to the Software and Documentation not expressly granted to You in this Agreement are hereby expressly reserved and retained by cyScape and its licensors without restriction, including, without limitation, cyScape's right to sole ownership of the Software, the Service, Documentation and Samples. Without limiting the generality of the foregoing, You agree not to (and to not allow any third party to): (a) sublicense, distribute, or use the Service outside of the scope of the License granted herein; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the Software or otherwise attempt to discover any source code or trade secrets related to the Software or Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Service for any purpose without the express written consent of cyScape; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, serve marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with cyScape other than in the name of cyScape; or (e) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the Service.

14. U.S. Government Rights

If the use of the Service is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the Software, including its rights to use, modify, reproduce, release, perform, display or disclose the Service or Software or Documentation, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

15. Term and Termination

Either party to the Agreement may terminate it at any time and for any reason.

Upon any termination or expiration of this Agreement, cyScape will cease providing the Service, and You will promptly remove the Service Tag from Your Websites and certify thereto in writing to cyScape within three (3) business days of such termination. Your Account will not be terminated until Service Tags have been removed from your Web Site and the Service has stopped receiving Requests and Transactions on behalf of your account.

In the event of any termination (a) You will not be entitled to any refunds, and (b) any (i) outstanding balance for Service rendered through the date of termination, and (ii) other unpaid payment obligations during the remainder of the Initial Term will be immediately due and payable in full and (c) all of Your historical report data will no longer be available to You.

16. Modifications to Terms of Service and Other Policies

cyScape reserves the right to change or modify any of the terms and conditions contained in this Agreement or any policy governing the Service, at any time, by posting the new agreement to the site located at www.cyscape.com (or such other URL as cyScape may provide). You are responsible for regularly reviewing the policy. No amendment to or modification of this Agreement will be binding unless (i) in writing and signed by a duly authorized representative of cyScape, (ii) You accept updated terms online, or (iii) You continue to use the Service after cyScape has posted updates to the Agreement or to any policy governing the Service.

17. Marketing

You agree to be identified as a customer of cyScape and You agree that cyScape may refer to You by name, trade name and trademark, if applicable, and may briefly describe Your business in cyScape's marketing materials and web site. You hereby grant cyScape a non-exclusive license to use your name and any of your trade names and trademarks solely in connection with the rights granted to cyScape pursuant to this marketing section.

18. Miscellaneous; Applicable Law and Venue

cyScape shall be excused from performance hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control. This Agreement (including any amendment agreed upon by the parties in writing) represents the complete agreement between us concerning its subject matter, and supersedes all prior agreements and representations between the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the

maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. This Agreement shall be governed by and construed under the laws of the state of Maryland without reference to its conflict of law principles. In the event of any conflicts between foreign law, rules, and regulations, and Maryland law, rules, and regulations, Maryland law, rules and regulations shall prevail and govern. Each party agrees to submit to the exclusive and personal jurisdiction of the courts located in Montgomery County, Maryland. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may be not be exported to or used by embargoed countries or individuals. Any notices to cyScape must be sent to: cyScape, Inc., 2273 Research Blvd., Suite 500, Rockville, MD 20850, USA, via certified mail or overnight courier, and are deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. You may not assign or otherwise transfer any of Your rights hereunder without cyScape's prior written consent, and any such attempt is void. The relationship between cyScape and You is not one of a legal partnership relationship, but is one of independent contractors. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The following sections of this Agreement will survive any termination thereof: 1, 4, 5, 6, 7, 8, 9, 10, 11, 13, 15, 17, and 18.