

END USER LICENSE AGREEMENT NuEduSEC

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND WAIVER OF CLASS ARBITRATIONS AND CLASS ACTIONS. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS AND CONDITIONS.

YOU ARE RESPONSIBLE FOR OBTAINING ANY NECESSARY VALID LEGAL CONSENT FROM END USERS, INCLUDING COMPLIANCE WITH THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT OR SIMILAR REGULATION OR LAWS FOR PROTECTION OF MINORS. THIS INCLUDES, BUT IS NOT LIMITED TO, PROVIDING NOTICE AND OBTAINING VERIFIABLE PARENTAL CONSENT PRIOR TO ACCESS TO THE PRODUCT IF NECESSARY.

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE PRODUCT. THE “PRODUCT” MEANS THE NUEDUSEC SOLUTION, INCLUDING ALL OF THE ELECTRONIC FILES, DOCUMENTATION, AND SOFTWARE PROVIDED THEREIN, EXCEPT AS EXPRESSLY STATED HEREIN. BY USING THE PRODUCT, OR BY CLICKING ON “I ACCEPT” BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS HEREIN, DO NOT USE THE PRODUCT, SUBSCRIBE TO OR USE THE SERVICES, OR CLICK ON “I ACCEPT”.

This end user license agreement (“Agreement”) is between you, or the business entity you represent, (“Subscriber”) and NuSEC, LLC, with its principal place of business at 1255 Broad Street, Suite 100, Clifton, New Jersey 07013, United States (hereinafter “NuSEC”).

In exchange for Subscriber's use of the Product, Subscriber agrees as follows:

1. License.

- 1.1. Grant of License. Subject to the limits herein, NuSEC grants Subscriber a non-exclusive, non-sublicensable, and revocable license to use the Product, including any documentation and files accompanying the Product, on a single network for the term that Subscriber has paid. Subscriber shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the Product. All rights not expressly granted herein are reserved to NuSEC. This license grant shall expire at the end of the paid subscription period or at the end of the trial period.
- 1.2. Restrictions. The licenses granted herein are only valid if:
 - (i) the Product is NOT modified in any manner;
 - (ii) the Product is only installed and used in accordance with Subscriber's network security policies;
 - (iii) Subscriber possesses the necessary authority and power to install and use the Product;
 - (iv) Subscriber promptly pays all license fees when due; and
 - (v) this Agreement is accepted without modification and has not been breached.
- 1.3. Registration. When registering the Product, Subscriber must provide accurate information and must update the registration information if it changes. NuSEC may limit Subscriber's ability to use the Product if Subscriber fails to complete a required registration process. Subscriber may also be required to select a username and password. Maintaining the confidentiality of this password and username is Subscriber's responsibility. Subscriber must notify NuSEC immediately of any unauthorized use of Subscriber's account.
- 1.4. Limited License. The licenses granted herein are only for the number of computers or devices for which Subscriber has paid for the Product. Subscriber can secure additional computers by obtaining a separate license for each computer or device, which might require an

additional fee. Subscriber must have a license for each computer or device that accesses or uses the Product prior to installing or using the Product.

- 1.5. Updates. NuSEC is not obligated to provide updates to the Product. If an update is provided and the update is not accompanied by an additional agreement, this Agreement applies to Subscriber's use and installation of the update. The Product may update automatically without notice.
- 1.6. Technical Support. NuSEC is not obligated to provide technical or customer support for the Product. In the event technical or customer support is offered or included, NuSEC has a right to alter or terminate the support at any time without notice.
- 1.7. Open Source Software. The Product contains open source software ("OSS"), which is licensed to Subscriber by third parties under different licenses than this Agreement. The licenses and notices for OSS contained in the Product can be found in Schedule 1 to this Agreement. To the extent the license for an OSS component grants Subscriber rights to use, copy, or modify the component that are broader than the rights granted in this Agreement, such rights shall take precedence over the rights and restrictions granted in this Agreement solely for that OSS component.
- 1.8. Trial, Free, Evaluation, and Beta. If this Agreement pertains to a trial, free, beta, or evaluation version, the licenses granted herein terminate at the end of the trial or evaluation period or when NuSEC disables access to the Product. For a trial version of the Product if no term is agreed or specifically set forth in the documentation that Subscriber received with this Product, then the term for the licenses granted herein shall be for the term that Subscriber purchased. All trial, evaluation, and beta licenses are limited to one per customer. Generally, credit card information is required to access a free trial. However, NuSEC shall not charge Subscriber's credit card until the trial period has ended. At the end of the trial period, NuSEC may bill the credit card for the Product without further notice. Participants in a free trial are not entitled to a 30 day refund period. Subscriber's termination of this Agreement prior to the end of the free trial is required to avoid fees for the Product. Annual subscriptions expire one year from the end of the trial period. NuSEC may deny or revoke a free trial for any reason.
- 1.9. DNS Services Upon installation and setup, the Product will reconfigure your DNS settings to point to the NuSEC name servers to accept, process, and resolve recursive DNS queries ("Recursive Traffic"). NuSEC may re-direct or terminate Recursive Traffic that NuSEC, in its sole discretion, determines or considers to be harmful or invalid. You must not disclose the NameServer addresses to any third party who has not accepted this Agreement. You are giving NuSEC express permission for the above with use of this Product.

You will be able to use your DNS package until you reach the total pre-set maximum DNS Requests per month. Upon reaching that limit, NuSEC may block your usage and request you to upgrade your account to a higher level. The limits are calculated per month and at the beginning of every month the number of requests reset and if within a month you exceed the allotted DNS requests, NuSEC may apply such actions as blocking your account, halting user interface, or disabling support or any other actions NuSEC deems necessary, including terminating your account.

NuSEC calculates one (1) endpoint as 1200 DNS Requests per day. Free usage limit and the pricing that NuSEC applies is on a per endpoint basis and is calculated based on this number. (As an Example, 20,000 DNS Requests is approximately 16 endpoints). There may be cases where customers' DNS requests are more than NuSEC's standard calculation. It is the Customer's responsibility to inform NuSEC and provide the correct number of endpoints. Absent evidence otherwise, NuSEC will use the 1200 DNS requests per day for endpoint count calculations. Upon customer's notification about the actual number of endpoints, NuSEC has the right to investigate the Customer's particular case in detail and if necessary,

request the Customer to satisfy a different pricing level based on the endpoint count as a result of the investigation.

Upon termination of this agreement, you must change your DNS settings away from NuSEC's NameServers. NuSEC is not required to provide access to alternative services at termination.

2. Ownership.

- 2.1. No Ownership Rights. The Product is being licensed, not sold. NuSEC retains all ownership rights in and to the Product, including any intellectual property rights therein.
- 2.2. Copyright. The Product contains material that is protected by United States and foreign intellectual property laws, including copyright, trade secret, and patent law. All rights not granted to Subscriber herein are expressly reserved by NuSEC. Subscriber may not remove any copyright or other proprietary notice of NuSEC from the Product.
- 2.3. Content. Content, including files, links, images, and text, made available or accessible through the Product is the sole responsibility of the person or entity from whom it originated and is the property of the applicable owner. This Agreement does not give any rights to such content. NuSEC does not endorse any such content. Subscriber accepts all responsibility for security risks and any damage resulting from any content viewed or accessed through the Product, and NuSEC is not responsible for any damage or loss caused by Subscriber's use or reliance on any of the content, goods or services, or information available through third party sources regardless of how presented.
- 2.4. Submissions. Subscriber represents that it has the necessary rights and licenses to any files submitted to NuSEC for scanning. Subscriber also represents that its submission of files to NuSEC will not violate any third party rights to such files, including intellectual property rights and rights to privacy. Any communications sent to NuSEC are the property of NuSEC or its affiliates. Unless stated otherwise herein, submissions are not considered confidential, and NuSEC is not liable for any use or disclosure of a submission. Except as noted herein, and subject to any applicable laws, NuSEC is entitled to unrestricted use of any submissions for any purpose whatsoever without compensation to the provider of the submission.

3. Payment.

- 3.1. NuSEC Fees. If there is a free version of the Product, it may be used without payment to NuSEC. For a paid Product, Subscriber must pay the fee listed on NuSEC's website prior to using or accessing the Product or any purchase order for the Product. Free versions and paid versions of the Product are listed on the website. NuSEC may modify fees for a paid version of the Product in its sole discretion. Subscriber's failure to terminate this Agreement after a fee change is posted to NuSEC's website constitutes Subscriber's acceptance of the amended prices, which will apply upon Subscriber's renewal of the Product.
 - (i) Method of Payment. All NuSEC fees must be paid in advance. NuSEC may automatically charge the account or credit card provided for renewing subscriptions to the Product. However, Subscriber remains solely responsible for any renewal payment. If renewal payments are not made before a subscription expires, NuSEC may, without notice, restrict or remove Subscriber's access to the Product.
 - (ii) Rejected Charges. If any charges are rejected by Subscriber's credit card issuer then NuSEC may deactivate Subscriber's account until payment is successfully received. NuSEC may deactivate any account that has a disputed charge until NuSEC, in its sole discretion, determines the dispute resolved.
 - (iii) Billing Issues. Subscriber shall provide NuSEC notice of any billing problems or disputes within 60 days after the charge first appears on a statement Subscriber receives from Subscriber's bank, credit card company, or other billing company.

Failure to notify NuSEC of the problem within the 60 day period is Subscriber's acceptance of the charges. NuSEC is not obligated to provide a refund for any unused Product.

- 3.2. Third Party Fees. Subscriber's use of the Product in connection with a third party account may result in other fees, charged by a third party, which are separate from and in addition to fees charged by NuSEC. Subscriber agrees that other terms of use and privacy policies may apply to Subscriber's use of the Product in connection with a third party account. NuSEC is not responsible for fees charged by third parties. These fees are not charged or billed by NuSEC, and should not be paid to NuSEC.

4. Restrictions.

- 4.1. Lawful Use. The Product is solely for lawful purposes and use. Subscriber is responsible for ensuring that Subscriber's use of the Product is in accordance with this Agreement and any applicable laws, statutes, ordinances, regulations, rules and other government authority.
- 4.2. Mobile Device Policies. The Product may contain functions allowing Subscriber to set policies for mobile devices. For each mobile device Subscriber includes in such policies, Subscriber represents that it (1) is the owner of the mobile device covered under such policies, or (2) has obtained the mobile device owner's express consent (i) to include the mobile device under such policies, and (ii) for NuSEC and Subscriber to collect the information provided for in section 8.2 (Permissions) below.
- 4.3. Subscriber Obligations. Subscriber shall (1) not interfere or disrupt networks connected to NuSEC's services; (2) comply with all regulations, policies and procedures of networks connected to the services; (3) not use the Product to infringe the privacy or intellectual property rights of a third party; (4) not use the Product to distribute or transmit any file that contains malware, (5) not attempt to gain unauthorized access to other computer systems or mobile devices; and (6) not use the Product to transmit any unlawful, harassing, libelous, defamatory, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive or otherwise objectionable material of any kind or nature.
- 4.4. Export. Subscriber represents that it is not located in and will not modify, export or re-export, either directly or indirectly, the Product to any country or entity under United States restrictions or to any country or entity subject to applicable trade sanctions. The United States restricted country and persons list is subject to change without notice from NuSEC, and Subscriber must comply with the list as it exists in fact. NUSEC SHALL NOT BE LIABLE FOR SUBSCRIBER'S VIOLATION OF ANY SUCH EXPORT OR IMPORT LAWS, WHETHER UNDER UNITED STATES LAW OR FOREIGN LAW.

5. Termination.

- 5.1. Term. This Agreement is effective until terminated by Subscriber or by NuSEC. Subscriber may only use the paid Product during the period for which Subscriber has paid the subscription fee. The subscription may be renewed by paying an additional license fee as set forth on the NuSEC website.
- 5.2. Termination by Subscriber. For the free Product, Subscriber may terminate this Agreement at any time by removing all copies of the Product in Subscriber's possession or under Subscriber's control. The paid Product may be terminated by removing all copies of any related software and notifying NuSEC of Subscriber's intent to terminate this Agreement. Notification of termination must be sent by email to support@NuSEC.com. Subscriber's termination will be effective upon NuSEC's receipt and processing of the email. Processing may take up to 24 hours.

- 5.3. Termination by NuSEC. NuSEC may terminate this Agreement at any time by posting notice of the termination on its website or sending an email to the address provided during Subscriber's registration for the Product. NuSEC may monitor its systems for excessive consumption of network resources and may take technical or other remedies deemed necessary to prevent or eliminate any excessive consumption. If NuSEC deems Subscriber's use to be excessive, NuSEC may, with email notice, terminate Subscriber's account or adjust the price of the Product. See also Section 1.9 for termination due to excessive use of DNS services.
- 5.4. Events Upon Termination. Upon termination, Subscriber must immediately cease using the Product and delete all copies of any related software found on Subscriber's mobile device and any backup copies made. Upon termination, NuSEC may disable further use of the Product without further notice and may delete, remove, and erase any account information, any backup data stored by NuSEC, and any other information stored or collected by NuSEC. Such deletions are in NuSEC's sole discretion and may occur without notice to Subscriber. No refunds shall be given for any reason.

6. Indemnification.

- 6.1. Indemnification. Subscriber shall indemnify (i) NuSEC, (ii) NuSEC's affiliates, and (iii) NuSEC's and its affiliate's directors, officers, employees, and agents (each an "Indemnified Person") against all liabilities, losses, expenses, or costs (including reasonable attorney's fees) (collectively "Losses") that, directly or indirectly, are based on Subscriber's breach of this Agreement, information provided by Subscriber, or Subscriber's infringement on the rights of a third party.
- 6.2. Indemnification Procedure. NuSEC shall notify Subscriber promptly of any demand for indemnification. However, NuSEC's failure to notify will not relieve Subscriber from Subscriber's indemnification obligations except to the extent that the failure to provide timely notice materially prejudices Subscriber. Subscriber may assume the defense of any action, suit, or proceeding giving rise to an indemnification obligation unless assuming the defense would result in potential conflicting interests as determined by the Indemnified Person in good faith. Subscriber may not settle any claim, action, suit or proceeding related to this Agreement unless the settlement also includes an unconditional release of all Indemnified Persons from liability.
- 6.3. Additional Liability. Subscriber's indemnification obligations are not NuSEC's sole remedy for a breach and are in addition to any other remedies NuSEC may have against Subscriber under this Agreement. Subscriber's indemnification obligations survive the termination of this Agreement.

7. Disclaimers and Limitation of Liability.

- 7.1. Internet. Subscriber acknowledges that the Product is subject to the operation and telecommunications infrastructures of the Internet and the operation of Subscriber's Internet connection services, all of which are beyond NuSEC's control.
- 7.2. Guarantee Disclaimer; Assumption of Risk. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, NUSEC EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE PRODUCT. THIS DISCLAIMER INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW. NUSEC DOES NOT GUARANTEE THAT 1) THE PRODUCT WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- 7.3. Damage Limitation. THE TOTAL LIABILITY OF NUSEC AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS,

RESULTING FROM OR CONNECTED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY SUBSCRIBER FOR THE PRODUCT. SUBSCRIBER WAIVES ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WAIVER INCLUDES ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND APPLIES EVEN IF NUSEC IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this Agreement have been breached or proven ineffective.

- 7.4. Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE PRODUCT IS AT SUBSCRIBER'S OWN RISK. SUBSCRIBER IS SOLELY RESPONSIBLE FOR ITS USE OR POSSESSION OF SUCH DATA OR MATERIAL. NUSEC DOES NOT ACTIVELY MONITOR ANY INFORMATION OR MATERIAL TRANSFERRED THROUGH ITS PRODUCT AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA.
- 7.5. Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of guarantee and limitations on liability herein apply to the maximum extent allowed by law.
- 7.6. Limitations on Remedy. Except for actions and claims related to a party's indemnification obligations, all actions or claims relating to this Agreement must be brought within one (1) year from the date when the cause of action occurred.

8. Privacy.

- 8.1. Privacy Policy. NuSEC shall follow the privacy policy posted on its website when collecting and using information from Subscriber. NuSEC may amend the privacy policy at any time by posting the amended privacy policy on its website.
- 8.2. Permissions. By using the Product, Subscriber expressly gives permission to NuSEC and the Product to collect information relating to the following: Subscriber's HTTP/S traffic, URLs visited, external IP addresses, and device name(s). This information is collected to improve the ability of NuSEC's products to detect malicious behavior, and to allow the Product to create rule-based actions (such as blocking or allowing) for particular types of traffic/information. In addition, the Product may automatically submit to NuSEC any files or programs that are unknown or untrusted, including information on the actions taken by such files. Such files could contain personally identifiable information that has been obtained by any of the identified pending/unrecognized files without your permission. Files of this type are being collected by NuSEC only for the purpose of improving the ability of NuSEC's products to detect malicious behavior. Subscriber expressly gives permission to NuSEC and for the Product to collect and review such information, files, and to upload executable files to a cloud based system for malware analysis. NuSEC stores all processed files for further analysis and has access to those files.
- 8.3. Disclosure. NuSEC will disclose information where required by a subpoena, interception order or other lawful process. NuSEC may also disclose information when it believes that such disclosure is necessary to protect the rights or safety of others or to enforce, or protect NuSEC's rights under this Agreement.
- 8.4. Opt Out. Subscriber may opt-out of having information used for purposes not directly related to the Product by emailing a clear notice to optout@NuSEC.com. By clicking "I ACCEPT", Subscriber affirmatively consents to receiving NuSEC's and its affiliates' promotional material.

- 8.5. Children's Online Privacy Protection Act Compliance. SUBSCRIBER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY VALID LEGAL CONSENT FROM END USERS, INCLUDING COMPLIANCE WITH THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT OR SIMILAR REGULATION OR LAWS FOR PROTECTION OF MINORS. THIS INCLUDES, BUT IS NOT LIMITED TO, PROVIDING NOTICE AND OBTAINING VERIFIABLE PARENTAL CONSENT PRIOR TO ACCESS TO THE PRODUCT IF NECESSARY.

9. Miscellaneous.

- 9.1. Notices. All questions, notices, demands, or requests to NuSEC with respect to this Agreement shall be made in English writing to: NuSEC Security Solutions, Inc., 1255 Broad Street, Clifton, New Jersey 07013. All notices to Subscriber shall be made by posting the notice on the NuSEC website.
- 9.2. Entire Agreement. This Agreement, along with the attached schedules and any documents referred to herein, is the entire agreement between the parties with respect to the subject matter, superseding all other agreements that may exist with respect to the subject matter. Section headings are for reference and convenience only and are not part of the interpretation of this Agreement.
- 9.3. Modifications. NuSEC may amend or discontinue the Product offered under this Agreement in its sole discretion, including modifying renewal license fees, availability, equipment and software requirements, and limiting or restricting use of Product. NuSEC may amend this Agreement to the extent allowed by law. NuSEC will give Subscriber notice of these amendments by posting the modified agreement to its website. Subscriber must periodically visit NuSEC's website to be aware of any changes. Continued use of a Product after an amendment constitutes Subscriber's acceptance of the change.
- 9.4. Waiver. A party's failure to enforce a provision of this Agreement does not waive the party's right to enforce the same provision later or right to enforce any other provision of this Agreement. To be effective, all waivers must be both in writing and signed by the party benefiting from the waived provision.
- 9.5. Force Majeure and Internet Frailties. Other than for payment obligations by Subscriber, neither party will be liable for a delay or failure to perform an obligation to the extent that the delay or failure is caused by an occurrence beyond the party's reasonable control. Each party acknowledges that the operation of the Internet is beyond the other party's reasonable control, and neither party will be liable for a delay or failure caused by an interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or other such transmission failure.
- 9.6. Arbitration and Governing Law. Subscriber agrees that any dispute, claim or controversy arising out of this Agreement shall be determined by binding arbitration. Before Subscriber may begin arbitration with respect to a dispute involving any aspect of this Agreement, Subscriber shall notify NuSEC and any other party to the dispute for the purpose of seeking dispute resolution. The notice to NuSEC should be addressed to 1255 Broad Street, Clifton, New Jersey 07013.

If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following: Any unresolved dispute arising under the terms of this Agreement shall be decided by arbitration conducted through the services of the Commercial Arbitration Rules of the American Arbitration Association (hereinafter referred to as the "AAA"). Notice of demand for an arbitration hearing shall be in writing and properly served upon the parties to this Agreement. Arbitration hearings shall be held in the state of New Jersey at a location mutually agreeable to the parties.

The laws of the state of New Jersey govern the interpretation, construction and enforcement of this Agreement and all proceedings arising out of it without regard to any conflicts of laws principles. Both parties agree to the exclusive venue and jurisdiction of state or U.S. federal courts located in New Jersey.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement and are specifically excluded.

WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.

YOU AND NUSEC AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR NUSEC WILL SEEK TO HAVE ANY DISPUTE HEARD AS A FEDERAL OR STATE CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATION OR PROCEEDINGS.

- 9.7. Assignment. Subscriber may not assign any of its rights or obligations under this Agreement, whether by merger, consolidation, operation of law, or any other manner, without the prior written consent of NuSEC. For purposes of this section only, a change in control is deemed an assignment. Any transfer without consent is void. To the extent allowed by law, NuSEC may assign its rights and obligations without Subscriber's consent.
- 9.8. Severability. Any provision held invalid or unenforceable will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of this Agreement remains valid and enforceable.
- 9.9. Survival. All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of this Agreement.
- 9.10. Rights of Third Parties. There are no third party beneficiaries under this Agreement.

ACCEPTANCE

BY CLICKING "I ACCEPT" BELOW, SUBSCRIBER AGREES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND THAT IT WILL BE BOUND BY AND COMPLY WITH ALL OF ITS TERMS. DO NOT CLICK THE "I ACCEPT" BUTTON IF SUBSCRIBER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT.

SCHEDULE 1

Open Source Software

Open source software may be used to provide the Product and is provided under other licenses and/or has source available from other locations. Subscriber agrees that any copies of third party software shall contain the same copyright and proprietary notices that appear in the Product. The following open source software may be included and is provided under other licenses and/or has source available from other locations:

The following applies to **Angular**:

The MIT License

Copyright (c) 2010-2016 Google, Inc. <http://angularjs.org>

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

The following applies to **Boost**:

Boost Software License - Version 1.0 - August 17th, 2003

Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Software") to use, reproduce, display, distribute, execute, and transmit the Software, and to prepare derivative works of the Software, and to permit third-parties to whom the Software is furnished to do so, all subject to the following:

The copyright notices in the Software and this entire statement, including the above license grant, this restriction and the following disclaimer, must be included in all copies of the Software, in whole or in part, and all derivative works of the Software, unless such copies or derivative works are solely in the form of machine-executable object code generated by a source language processor.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR ANYONE DISTRIBUTING THE SOFTWARE BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

The following applies to **Curl**:

COPYRIGHT AND PERMISSION NOTICE

Copyright (c) 1996 - 2016, Daniel Stenberg, <daniel@haxx.se>, and many contributors, see the THANKS file.

All rights reserved.

Permission to use, copy, modify, and distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder.

The following applies to **Libsodium**:

ISC License

Copyright (c) 2013-2016
Frank Denis <j at pureftpd dot org>

Permission to use, copy, modify, and/or distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies.

THE SOFTWARE IS PROVIDED "AS IS" AND THE AUTHOR DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

The following applies to **dnscrypt-proxy**:

Copyright (c) 2011-2016 Frank Denis <j at pureftpd dot org>

Permission to use, copy, modify, and/or distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies.

THE SOFTWARE IS PROVIDED "AS IS" AND THE AUTHOR DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR

ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

====

This license applies to all parts of dnscrypt-proxy that are not externally maintained libraries.

The externally maintained libraries used by dnscrypt-proxy are:

- libsodium (<https://github.com/jedisct1/libsodium>). 2-clause BSD license. Based on NaCl (<http://nacl.cr.yp.to>), public domain. See `src/libsodium/{COPYING,AUTHORS}`.
- libevent (<http://libevent.org/>). 3-clause BSD license. See `src/libevent/LICENSE`.

Licenses for Android Application:

Squareup Retrofit2 2.3.0

<http://www.apache.org/licenses/LICENSE-2.0>

Squareup Okhttp3 3.8.1

<http://www.apache.org/licenses/LICENSE-2.0>

PhilJay MPAndroidChart 3.0.2

<http://www.apache.org/licenses/LICENSE-2.0>

Timber 4.5.1

<http://www.apache.org/licenses/LICENSE-2.0>

strongSwan 5.6

<http://www.gnu.org/licenses/gpl-2.0.html>

The following applies to components licensed under GPLv2:

NuSEC's products include components that are licensed or sublicensed under GPLv2. GPLv2 permits the user to use, copy, modify, or redistribute modules. A copy of the GPLv2 license can be found in this Schedule 2. All open-source software components are licensed free of charge. NuSEC does not provide a warranty for these components. For 3 years following your purchase of the Product, NuSEC will provide, for a charge reflecting NuSEC's distribution costs, the complete machine-readable copy of the modified software modules that are covered by GPLv2. To obtain a complete machine-readable copy of the corresponding source code on a medium customarily used for software interchange, please send your written request to: opensource@NuSEC.com and send a check in the amount of fifteen dollars (\$15) US to:

ATTN: Accounting
NuSEC Security Solutions, Inc.
1255 Broad Street
Clifton, NJ 07013
United States

In your email and along with your check please include your name, address, telephone number, email address, the NuSEC product name, and the specific open-source software components. Your request will be processed once NuSEC receives both your email and your check.

You may copy and distribute verbatim copies of the source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty, keep intact all the notices that refer to GPLv2 and to the absence of any warranty, and give any other recipients of the program a copy of GPLv2 along with the program.