

# MEGAPLANIT PORTAL STANDARD TERMS AND CONDITIONS OF SERVICE

MEGAPLANIT HOLDINGS, LLC

These MegaplanIT Portal Software Subscription Terms and Conditions (“Portal Terms”) governs all access to and use of MegaplanIT Portal online portal, software modules and interactive computer service for compliance assessment and management solutions and all applicable documentation, together with all related interfaces, functionality, web-services, supplements, add-on components, corrections, bug fixes, modifications, enhancements, updates, new versions or releases that MegaplanIT Holdings, LLC (“MegaplanIT”) subsequently may make available (collectively, “MegaplanIT Portal”), and constitutes a binding agreement between the entity for whom the MegaplanIT Portal will be accessed and used (the “Client”), including without limitation all of Client’s personnel who access or use the MegaplanIT Portal, and MegaplanIT. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE MEGAPLANIT PORTAL OR ANY PORTION THEREOF. BY CLICKING ON “I AGREE” OR BY ACCESSING OR USING THE MEGAPLANIT PORTAL OR ANY PORTION THEREOF, YOU, ON BEHALF OF THE CLIENT, ACKNOWLEDGE AND CONFIRM THAT: (A) YOU HAVE FULL AUTHORITY FROM THE CLIENT TO BIND THE CLIENT TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (B) YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (C) CLIENT AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGES THAT THIS AGREEMENT IS THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN MEGAPLANIT AND CLIENT. IF YOU OR THE CLIENT WHOM YOU ARE REPRESENTING ARE NOT WILLING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PRECEDING ACKNOWLEDGEMENT AND AGREEMENT, THEN YOU MUST NOT SELECT THE ‘I AGREE’ BUTTON ASSOCIATED WITH THIS AGREEMENT AND YOU MUST NOT ACCESS OR USE THE MEGAPLANIT PORTAL OR ANY PORTION THEREOF; MEGAPLANIT DOES NOT AND WILL NOT GRANT YOU OR THE CLIENT ANY RIGHT OR LICENSE TO ACCESS OR USE THE MEGAPLANIT PORTAL OR ANY PORTION THEREOF.

## 1. MegaplanIT Portal Software.

**1.1 Subscription Term.** This subscription entitles Client to access and use the MegaplanIT Portal, subject to the terms of this Agreement, for a period (the “Subscription Term”) of twelve (12) months or for such other period designated in Client’s written agreement with MegaplanIT or a MegaplanIT authorized reseller (the “Service Order”). Commencing on the Subscription Term end date and on each twelve (12) month anniversary of that date thereafter, the Subscription Term shall be extended for an additional twelve (12) month Subscription Term unless at least 30 days prior to the end date of the current Subscription Term or the then Subscription Term, either party has notified the other that the Subscription shall terminate at the end of the then Subscription Term. All use of the MegaplanIT Portal is subject to the MegaplanIT Standard Terms and Conditions of Service, which are incorporated herein by reference.

**1.2 License Grant.** Subject to the terms and conditions of this Agreement, MegaplanIT hereby grants to Client a limited, personal, non-exclusive, non-transferable, revocable right and license, without right to grant sublicenses, during the Subscription Term, for Client to access the MegaplanIT Portal electronically via the Internet and use the MegaplanIT Portal solely for Client’s internal security assessment purposes. MegaplanIT shall make the MegaplanIT Portal available to Client via a digital information processing, transmission and storage system (“Server”) maintained by or on behalf of MegaplanIT. MegaplanIT reserves the right to modify the MegaplanIT Portal at any

time as business needs dictate in MegaplanIT’s sole discretion, provided that the terms and conditions of this Agreement shall remain in effect throughout the License Term and shall govern Client’s use and obligations with respect to any modified MegaplanIT Portal.

**1.3 License Restrictions.** Any use of the MegaplanIT Portal not expressly permitted in this Agreement is prohibited. Client acknowledges that the MegaplanIT Portal and its structure, organization, and source code constitute valuable trade secrets of MegaplanIT and its suppliers. Client agrees that Client shall not, nor shall Client permit, assist or encourage any third party to: (a) reproduce, allow use of or access to the MegaplanIT Portal or sell, rent, lease, use for service bureau use, sublicense or otherwise transfer or distribute the MegaplanIT Portal, in whole or in part, to any third parties; (b) modify, translate, reverse engineer, decompile, or disassemble the MegaplanIT Portal or otherwise attempt to derive the source code for the MegaplanIT Portal; (c) merge the MegaplanIT Portal with other software; (d) copy, modify, adapt, alter, translate, enhance or otherwise modify or create derivative works of or from the MegaplanIT Portal; (e) alter, destroy or otherwise remove any proprietary notices or labels on or embedded within the MegaplanIT Portal; (f) use the MegaplanIT Portal to develop any application or program having the same primary function as the MegaplanIT Portal or otherwise exercise any rights in or to the MegaplanIT Portal except as expressly permitted under Section 1 (License Grant) above; (g) use, upload, post or transmit via or in connection with the MegaplanIT Portal any unlawful, threatening, abusive, false,

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libelous, defamatory, obscene, pornographic, profane, or otherwise infringing or objectionable information or content of any kind, including, without limitation, any use or transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law, including violations of any patent, trade secret, copyright, trademark or other intellectual property right worldwide (“IP Rights”), privacy rights or any other rights of a third party; (h) post or transmit into or via the MegaplanIT Portal any information, software, material or other content that is subject to an Open Source License or that contains a virus, cancelbot, Trojan horse, worm or other harmful components; or (i) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which Client does not have authorization to access or at a level exceeding Client’s authorization.

**1.4 No Implied Licenses.** The MegaplanIT Portal is licensed, not sold. All rights not expressly granted in Section 1 (License Grant) above are reserved by MegaplanIT, and nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license under any of MegaplanIT’s existing or future IP Rights.

**1.5 Certain Acknowledgements.** Client acknowledges and agrees that: (a) any outcome of using the MegaplanIT Portal in compliance assessment activities is limited to a point-in-time examination of Client’s compliance or non-compliance status with the applicable standards or industry best practices and that the outcome of any MegaplanIT Portal assessments or testing does not constitute any form of representation, warranty or guarantee that Client’s systems are 100% secure from every form of attack; and (b) in assisting in the examination of Client’s compliance or non-compliance status, the MegaplanIT Portal will require input of accurate, authentic and complete information provided by Client. Furthermore, notwithstanding any agreements between the parties to the contrary, Client acknowledges and agrees that MegaplanIT is permitted to submit the scan report, along with any clarifying notes, documents or verbal input, to the payment card brands or Client’s acquiring bank in accordance with practices adopted by the PCI Security Standards Council.

**1.6 Suspension of Access and Service.** Notwithstanding anything herein to the contrary and without prejudice to any other rights, upon any actual or alleged breach of this Agreement by Client, MegaplanIT reserves the right, in its sole discretion and upon notice (which notice may be in e-mail form), at any time, to: (a) remove or disable access to all or any portion of the MegaplanIT Portal; (b) suspend

Client’s access to or use of the MegaplanIT Portal; and/or (c) terminate this Agreement, in which case MegaplanIT shall have no liability of any kind for such termination, cancellation or suspension. Nothing in this Section is intended to preclude MegaplanIT from seeking immediate appropriate injunctive relief.

## 2. Equipment; Access; Availability.

**2.1 Equipment.** MegaplanIT shall be responsible for making the MegaplanIT Portal accessible up to the point of MegaplanIT’s Internet Service Provider; beyond that, MegaplanIT shall not be responsible for performance or operational issues experienced by Client with respect to access to or use of the MegaplanIT Portal. Client shall be solely responsible for, and MegaplanIT shall have no liability in connection with, providing, maintaining and ensuring compatibility of the MegaplanIT Portal with any hardware, third party software, electrical and other physical requirements to access and use the MegaplanIT Portal, including without limitation operating systems, telecommunications and digital transmission connections and links, routers, local area network servers, virus software, firewalls, or other equipment and services required to or desirable for access and use of the MegaplanIT Portal. If Network IDS is present and operating in “block,” “shun” or another form of “active defense” within Client’s system, then Client will make an exception in the device configuration to permit MegaplanIT to conduct the assessment. Unless otherwise set forth in a Service Order, MegaplanIT has no obligation to install, mount, affix, screw, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and MegaplanIT has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. To the extent that any such services are required, such services will be performed by another person or entity engaged directly by Client.

**2.2 Authorized Users.** The MegaplanIT Portal enables Client to register, authorize and grant access to those employees, agents, contingent workers and authorized independent contractors of Client specified by Client (each an “Authorized User”). Notwithstanding anything herein to the contrary, any breach of any terms or conditions of this Agreement by any Authorized User shall be deemed to be a breach of this Agreement by Client. Client shall be responsible and liable for the acts or omissions of each Authorized User as if such acts or omissions were Client’s own acts or omissions.

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**2.3 Access IDs.** During the License Term, the MegaplanIT Portal shall permit Client to register, authorize and obtain unique and confidential login IDs, passwords and/or access codes (collectively, "Access IDs") to allow Client and its Authorized Users to access the MegaplanIT Portal. Client and the Authorized Users shall maintain the confidentiality of the Access IDs and shall not disclose the Access IDs to any third party.

**2.4 Availability.** MegaplanIT shall use commercially reasonable efforts to make the MegaplanIT Portal available to Authorized Users pursuant to the terms and conditions of this Agreement during the License Term. Client acknowledges that from time to time the MegaplanIT Portal may be inaccessible or inoperable for any reason, including without limitation: (a) periodic maintenance procedures, enhancements, repairs or corrections with respect to the MegaplanIT Portal or Server, as determined by MegaplanIT; (b) equipment malfunctions; (c) acts or omissions of Client or its Authorized Users or its suppliers, including but not limited to scheduled or unscheduled outages of the Authorized User's internet browser, known and persistent slow response time on an Authorized User's internal network, or problems with Authorized User's computer hardware or electricity; or (d) causes beyond the reasonable control of MegaplanIT or that are not reasonably foreseeable by MegaplanIT, including interruption or failure of telecommunication or digital transmission links, delays or failures due to Client's Internet Service Provider, hostile network attacks or network congestion.

## 3. Support and Other Services.

**3.1 Technical Support.** Client may, in the Service Order, purchase reasonable access to a MegaplanIT advisor to support Client's authorized use of MegaplanIT Portal and Client's compliance issues, both during the first 90-day period of the Subscription Term and thereafter during the Subscription Term for quarterly check-ins of up to one-half hour each, and a MegaplanIT advisor might proactively contact Client to provide this follow-up support, via telephone or remote web-based support (collectively, the "Support Services"). However, Client acknowledges that MegaplanIT has no control over the stability and throughput speed of the Internet or availability of the MegaplanIT Portal on a continuous and uninterrupted basis. Furthermore, this Agreement does not entitle Client to receive a copy of MegaplanIT Portal (in object code or source code form), on-site services, training services or additional installation or implementation services.

**3.2 Feedback.** Client will use reasonable efforts to notify MegaplanIT of any issues or concerns with respect to the MegaplanIT Portal in a timely manner.

**3.3 Other Services.** MegaplanIT may provide Client with additional services upon terms mutually agreed upon between the parties in a duly executed and delivered writing and such services shall be billed at MegaplanIT's standard rates and prices in effect from time to time ("Additional Services"). Furthermore, MegaplanIT may provide consulting or professional services upon terms mutually agreed upon between the parties in a duly executed and delivered writing, which shall be billed at MegaplanIT's standard rates and prices in effect from time to time ("Professional Services"). Any software or other programs or materials provided to Client as part of the Support Services, Additional Services Professional Services will be deemed part of the MegaplanIT Portal and shall be subject to the terms and conditions of this Agreement, unless otherwise mutually agreed upon by the parties in writing.

## 4. Ownership; Protection.

**4.1 Ownership.** Each party acknowledges that: (a) all right, title and interest in and to the MegaplanIT Portal, including without limitation all IP Rights therein, are the sole and exclusive property of MegaplanIT and its suppliers; (b) subject to the license rights expressly set forth herein, Client receives no right, title or interest in or to the MegaplanIT Portal; and (c) if applicable, all title and IP Rights in and to any data or content that is not contained in the MegaplanIT Portal, but may be accessed through use of the MegaplanIT Portal, is the property of the respective content owners. If Client or any of its Authorized Users is deemed to have any ownership interest in the MegaplanIT Portal, including any derivative work, enhancement or other modification thereto, then Client shall assign and/or cause such Authorized User to assign, and Client does hereby assign, irrevocably and royalty-free, all of such ownership interest or other rights exclusively to MegaplanIT and Client shall, at MegaplanIT's reasonable request and expense, complete, execute and deliver any and all documents necessary to effect or perfect such assignments.

**4.2 Protection.** Client shall use reasonable best efforts, which shall be no less stringent than those efforts that Client uses to protect Client's own confidential information, trade secrets, technology, software or other similar proprietary property, to prevent any MegaplanIT Portal from being disclosed or used by any Authorized User or other person in any manner that would violate this Agreement. In no event shall Client take any action that might encumber or expose

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the MegaplanIT Portal or the license rights granted in this Agreement to any claims, liens or other forms of encumbrance.

## 5. Security.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CLIENT SHALL BE SOLELY RESPONSIBLE FOR: (I) INPUTTING, LOADING OR OTHERWISE USING CLIENT'S INFORMATION AND DATA (COLLECTIVELY, "CLIENT DATA") IN CONNECTION WITH THE MEGAPLANIT PORTAL; (II) MAINTAINING INDEPENDENT ARCHIVAL AND BACKUP COPIES OF ALL CLIENT DATA; AND (III) ENSURING THE CONFIDENTIALITY OF CLIENT'S PASSWORDS, ACCESS IDS AND/OR MEMBER ACCOUNTS, WHICH SHALL BE ISSUED FOR THE LIMITED PURPOSE OF USING THE MEGAPLANIT PORTAL PURSUANT TO THE TERMS HEREIN. MEGAPLANIT SHALL HAVE NO LIABILITY TO CLIENT OR ANY OTHER PERSON FOR LOSS, DAMAGE OR DESTRUCTION OF CLIENT DATA. Client is solely responsible for any authorized or unauthorized access to and use of the MegaplanIT Portal via Client's or its Authorized Users' passwords and/or member accounts. If any of Client's or its Authorized Users' passwords are lost, stolen or otherwise compromised, Client shall promptly change the password or, if Client is unable to do so, Client shall notify MegaplanIT, whereupon MegaplanIT shall suspend use of such password and/or account and issue a replacement password. Notwithstanding anything herein to the contrary, Client hereby authorizes MegaplanIT to treat any person using Client's or any of its Authorized Users' passwords, Access IDs and/or member account as Client (even if such person is using such item(s) without Client's authorization), and any resulting transactions, fees, obligations or liabilities shall be attributed to Client, until such time as MegaplanIT is notified by Client in writing of any unauthorized access arising under such conditions.

## 6. Warranties and Covenants.

**6.1 Client Warranty.** Client represents, warrants and covenants to MegaplanIT that: (a) Client has the legal power and authority to enter into and perform Client's obligations under this Agreement; (b) Client shall comply with all terms and conditions of this Agreement, including without limitation the license restrictions set forth in Section 1.2 (License Restrictions) above; (c) Client is the owner and/or the licensee of all IP Rights relating to the Client Data and has all necessary rights to input, load and/or use such Client Data with the MegaplanIT Portal under the terms of this

Agreement; (d) the Client Data, and Client's use thereof in connection with the MegaplanIT Portal or as otherwise contemplated by this Agreement, does not, and shall not, infringe any third party's IP Rights, privacy rights, data security rights or other rights, and shall not otherwise violate any applicable law or regulation; and (e) Client shall not use the MegaplanIT Portal in violation of any applicable law or regulation and shall otherwise refrain from any act or omission that will cause MegaplanIT to be in violation of any applicable law or regulation regarding the use of the MegaplanIT Portal.

**6.2 MegaplanIT Warranty and Disclaimer.** MEGAPLANIT WARRANTS THAT (I) THE SOFTWARE ON THE MEGAPLANIT PORTAL SHALL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE DESCRIPTION FOUND AT MEGAPLANIT.COM; (II) MEGAPLANIT HAS FULL CORPORATE AUTHORITY SUFFICIENT TO GRANT CLIENT THE LICENSES SET FORTH IN THIS AGREEMENT; AND (III) DURING THE TERM OF THIS AGREEMENT, TO THE KNOWLEDGE OF MEGAPLANIT AT THE TIME MEGAPLANIT IS MAKING THE MEGAPLANIT PORTAL AVAILABLE TO CLIENT, THE MEGAPLANIT PORTAL SHALL BE FREE FROM VIRUSES, WORMS, TROJAN HORSES, BUILT-IN OR OTHER USE-DRIVEN DESTRUCTIVE MECHANISMS, OR OTHER INJURIOUS OR DAMAGING FORMULAS, INSTRUCTIONS OR OTHER MATERIALS (HEREINAFTER REFERRED TO SINGULARLY OR COLLECTIVELY AS "VIRUSES"). MEGAPLANIT MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR THE MEGAPLANIT PORTAL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT AND/OR ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, MEGAPLANIT DOES NOT WARRANT THAT THE MEGAPLANIT PORTAL WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS OR THAT THE MEGAPLANIT PORTAL COMMUNICATIONS SENT OR RECEIVED IN CONNECTION THEREWITH OR CLIENT'S USE OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR COMPLETELY SECURE, NOR DOES MEGAPLANIT MAKE ANY WARRANTY, OTHER THAN THE EXPRESS WARRANTY MADE IN SECTION 6.2(I) ABOVE, AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE MEGAPLANIT PORTAL. MEGAPLANIT SHALL HAVE NO LIABILITY FOR ANY INACCESSIBILITY OF THE MEGAPLANIT PORTAL, ANY

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VIRUS, TRAPS OR OTHER HARMFUL CODE DIRECTLY OR INDIRECTLY TRANSMITTED BY OR THROUGH THE MEGAPLANIT PORTAL (EXCEPT WHERE THE SAME WAS INTENTIONALLY OR KNOWINGLY TRANSMITTED BY MEGAPLANIT WITHOUT CLIENT'S CONSENT), OR ANY DELAY OR FAILURE OF ANY TRANSMISSION, COMMUNICATION OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED VIA THE MEGAPLANIT PORTAL. CLIENT SHALL BEAR SOLE RESPONSIBILITY TO DETERMINE WHETHER CLIENT'S USE OF THE SOFTWARE MEETS THE REQUIREMENTS OF LAWS AND REGULATIONS APPLICABLE TO CLIENT.

## 7. Compliance with Laws.

Client shall at all times comply with all applicable laws and regulations in Client's access to and use of the MegaplanIT Portal. Without limiting the generality of the foregoing, Client will not export or re-export the MegaplanIT Portal without all required United States and foreign government licenses. All rights to use the MegaplanIT Portal are granted on condition that such rights are forfeited if Client fails to comply with the terms of this Agreement. Client will defend, indemnify and hold harmless MegaplanIT and its directors, officers, employees and agents from and against any violation of such laws or regulations by Client or any of its Authorized Users. IN NO EVENT WILL CLIENT, ON THE ONE HAND, OR MEGAPLANIT ON THE OTHER HAND, BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE), FOR LOST PROFITS OR REVENUES, LOSS OF USE OR LOSS OF DATA, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR DELIVERABLES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 8. Limitation of Liability.

NEITHER MEGAPLANIT NOR ANY OF ITS LICENSORS (INCLUDING WITHOUT LIMITATION THE PCI SECURITY STANDARDS COUNCIL AND ITS MEMBERS AND ANY OTHER APPLICABLE STANDARDS ORGANIZATION) (EACH A "MEGAPLANIT LICENSOR"), SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA OR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, THE USE OF OR

INABILITY TO USE THE MEGAPLANIT PORTAL, OR ANY COMMUNICATION OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED VIA THE MEGAPLANIT PORTAL, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, STATUTE, TORT OR NEGLIGENCE), EVEN IF MEGAPLANIT OR ANY MEGAPLANIT LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF CLIENT IS DISSATISFIED WITH THE MEGAPLANIT PORTAL, CLIENT'S SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR CLIENT TO DISCONTINUE CLIENT'S USE OF THE SOFTWARE AND TERMINATE THIS AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TOTAL CUMULATIVE LIABILITY OF MEGAPLANIT (INCLUDING THE MEGAPLANIT LICENSORS) IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF ANY FEES ACTUALLY PAID BY CLIENT FOR USE OF THE MEGAPLANIT PORTAL. CLIENT ACKNOWLEDGES THAT THE DISCLAIMERS AND LIMITATIONS HEREIN REFLECT A FAIR ALLOCATION OF RISK AND THAT MEGAPLANIT WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS ON ITS LIABILITY, AND CLIENT AGREES THAT THE FOREGOING DISCLAIMERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, IN SUCH JURISDICTIONS, THE PARTIES AGREE THAT THE LIABILITY OF MEGAPLANIT (INCLUDING THE MEGAPLANIT LICENSORS) SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH JURISDICTION.

## 9. U.S. Government Restricted Rights Notice.

The MegaplanIT Portal was developed at private expense and is a Commercial Item, as that term is defined in 48 CFR 2.101, consisting of Commercial Computer MegaplanIT Portal and Commercial Computer MegaplanIT Portal Documentation as such terms are used in 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4, as applicable. The MegaplanIT Portal may be licensed to U.S. Government end-users only as a Commercial Item and with only those rights granted to all other end-users pursuant to the terms and conditions herein.

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## 10. Equitable Remedies.

The parties acknowledge and agree that a breach or threatened breach of this Section 1.1 (License Grant), 1.2 (License Restrictions), or 4 (Ownership; Protection) would result in irreparable harm to the non-breaching party or its

suppliers for which a remedy at law would be inadequate, and therefore, such party shall have the right to seek to obtain injunctive relief upon any violation or threatened violation of any term of any of the foregoing Sections without the necessity of posting bond or other security, in addition to all other rights and remedies available at law or in equity.