

THIS SCANNING RESELLER AGREEMENT IS MADE AND ENTERED BY AND BETWEEN CLONE SYSTEMS, INC. (“CLONE SYSTEMS”) AND THE SUBSCRIBER (“YOU”) IDENTIFIED ON A COUNTERSIGNED STATEMENT OF WORK (“SOW”), PURSUANT TO WHICH YOU WILL PURCHASE CERTAIN SCANNING SERVICES (“SERVICES”) FROM CLONE SYSTEMS TO RESELL TO ONE OR MORE OF YOUR CUSTOMERS (“END-USERS”). THIS SCANNING RESELLER AGREEMENT AND THE SOW ARE, COLLECTIVELY, THE PARTIES’ “AGREEMENT.”

1. Clone Systems’ Provision of Services and Support. As long as You are in full compliance with the terms of this Agreement, for and during the Term Clone Systems will endeavor to: (i) provide You with the Services specified in an accepted SOW, at mutually convenient times and places; (ii) use its full knowledge, experience, judgment and expertise in rendering such Services; and (iii) provide the Services in a professional and workmanlike manner.

Clone Systems grants to You the right to resell, market, and promote the Services, and to access, use and provide authorized support for the Services to End-Users—who may not themselves further resell, market, or distribute the Services—solely during the Term. You are solely responsible for obtaining all consents and approvals from End-Users for Clone Systems to provide the Services that You may make available to End-Users hereunder. This Agreement is solely between You and Clone Systems alone, and Clone Systems will have no obligations to End-Users under this Agreement or with respect to the Services.

Clone Systems will provide and maintain the appropriate operating environment for the Services and will provide You (but not End-Users) with technical support for Your use of the Services for those issues arising from Clone Systems’ software or hardware. For avoidance of doubt, Clone Systems will not be obligated to provide You or any End-User any professional services such as QSA, consulting services, or that otherwise would comprise a product or service for which Clone Systems typically would charge a separate fee. You must initiate all support requests to Clone Systems through Clone Systems’ official support ticketing channel. That channel may change from time to time, but presently is accessed by sending an email to esupport@clone-systems.com with appropriate contact information and all information necessary to identify the issue(s) needing support. End-Users may not submit support requests to Clone Systems.

In its sole and absolute discretion, Clone Systems may, but has no obligation to, provide You with additional goods or services, including additional allocated IP addresses, that You may request other than those specified in the SOW or in any amendment thereto. Any such additional goods or services that Clone Systems may provide to You will be provided solely subject to the terms and conditions of this Agreement, including the Term.

2. Your Obligations.

You are solely responsible for managing End-User relationships and for all uses of the Services in your account by any person. This includes, but is not limited to, the configuration and use of the Services and parameters therefor for End-Users (e.g., start and termination dates for End-User access, distributing allocated IP addresses, etc.), and providing competent and timely direct technical, product, and customer support to End-Users for the Services. You also are responsible for providing Clone Systems with all technical details reasonably necessary for Clone Systems to implement, configure and perform any Services.

Clone Systems will have no responsibility for the configuration, integration, or interaction of any of Your or any third party software, APIs, or systems with Clone Systems' networks or the Services, and You will be responsible for any use or misuse of the Services resulting therefrom.

You may only use the Services to the extent agreed in the SOW. If You, an End-User, or any person through your account exceeds the agreed Services, Clone Systems may bill You (and You must pay) for any excess uses at its applicable rates, may limit your account, suspend the Services, terminate this Agreement, or take any other action in its discretion.

You are responsible to pay Clone Systems for the Services at Clone Systems' then-applicable pricing in advance of Your receiving Services, irrespective of whether Clone Systems issues (or You receive) an invoice for the Services. The amount you owe will be the amount specified on an invoice, if one was issued to You, or the current standard rate for the Services to which You are subscribed, if You were not issued an invoice. From time to time, Clone Systems expects and hereby reserves the right to revise the pricing for Services in its sole discretion and without prior notice to You or to any End-Users, and You agree to pay for the Services at the then-applicable prices. You are responsible to pay Clone Systems for reimbursable expenses incurred on Your behalf on or before the due date specified on an invoice. You may not incur any expenses chargeable to or reimbursable by Clone Systems. Unless exempt pursuant to a valid exemption certificate (reasonably satisfactory to Clone Systems), You must pay all applicable sales, use, and other similar taxes directly resulting from a transaction made pursuant to this Agreement, whether assessed to You, an End-User, or Clone Systems. You will not be responsible for taxes assessed based on Clone Systems' net income or operations. If You do not pay the full amount owed before the earlier of the date that you receive the Services or the date specified in any invoice issued to You, Clone Systems may charge you interest on the unpaid balance at the lesser of 0.06% per day or the maximum legal rate. You will be responsible for paying any and all of Clone Systems' expenses and costs, including attorney's fees, that Clone Systems actually incurs in connection with its attempt to enforce this Agreement or collect any unpaid balance hereunder.

3. Acceptable Uses; IP Rights.

You acknowledge and agree that Clone Systems may monitor any and all use of the Services for any purpose without notice to You, End-Users, or any other person, including but not limited to for purposes of monitoring compliance with this Agreement and for the protection of the integrity and security of the Services.

You acknowledge and agree that Clone Systems may, in the course of providing Services, collect, obtain, derive, or create technical, configuration, and other data from or for You or End-Users (e.g., scan reports) ("Scan Data"), and that Clone Systems may, but is not obligated to, retain or maintain copies of Scan Data during or after the Term.

You understand that Clone Systems sells, markets, and promotes the Services, as well as other goods and services, both through authorized resellers and directly to users. You agree that, irrespective of any agreement(s) between You and any End-Users, Clone Systems and its other resellers may solicit, negotiate, and execute agreements without restriction, directly or indirectly with End-Users, including for the Services or for any other goods and services, without liability or compensation to You.

Nothing in this Agreement grants or conveys, or permits You to grant or convey, any ownership or intellectual property rights in any of the Services or Provider Materials or in or to any article or copy of them. Clone Systems reserves all rights, title and interest in and to the Services, all underlying software, and Provider Materials, including all related intellectual property rights.

In connection with the Services, You may be assigned or allocated a specified number of IP addresses by Clone Systems. Each allocated IP address is to be used for no more than a single End-User and no more than one unique device in any consecutive 90 day period. For example: If an SOW specifies PCI scans with 3 allocated IP addresses, then You may allocate 1 IP address to PCI scans to each of 3 unique End-User devices and, after running a scan on an assigned device, You may not make then use the same IP address to scan any other device or for any other End-User until the 91st day thereafter.

You represent and warrant to Clone Systems that: (i) You and all End-Users will comply with all applicable laws in connection with Your or their business and use of the Services, and (ii) You and all End-Users have obtained and will maintain throughout the Term all consents, licenses, and approvals necessary to receive and use the Services.

You and End-Users may not, and neither You nor any End-Users may permit any other person to: access, use, or perform any act on or relating to the Services, except to the extent expressly permitted by this Agreement. Without limiting the foregoing, You may not directly or indirectly: (i) during the term of this Agreement and for two years thereafter serve as a reseller or agent of any other party or otherwise sell, market, promote, distribute, license, or otherwise make available any other services, software or products that are similar to or competitive with the Services; (ii) use any Services for Your own internal business operations (unless You enter into a separate agreement with Clone Systems permitting such use); (iii) make, sell, market, distribute, license, export, re-export, release, or otherwise make available, or provide support or other services for, any Services in any place where the sale, use or support of Services would be prohibited by law; (iv) during the term of this Agreement and for two years thereafter develop, create, or engage others to develop or create any products or services substantially similar to or competitive with the Services; (v) use the Services or any materials, information, or know-how provided by Clone Systems in connection with the Services (the "Provider Materials") for any purpose whatsoever other than as contemplated in connection with this Agreement; (vi) copy, modify, or create derivative works of or improvements to the Services or any Provider Materials used or provided in connection with the performance of Services; (vii) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to source code or setup of any software or other computer programs used or provided by Clone Systems in connection with the performance of the Services; (viii) represent Yourself as an agent of Clone Systems, commit Clone Systems to any contracts or incur any obligation or liability whatsoever on behalf of Clone Systems for any purpose; (ix) make any representations, warranties, guarantees, indemnities, claims, or other commitments: (1) actually, apparently, or impliedly on Clone Systems' behalf; or (2) concerning or relating to the Services or any Provider Materials provided in connection therewith that are in addition to or inconsistent with any then-existing representations, warranties, guarantees, indemnities, claims, or other commitments in this Agreement; (x) remove, delete, add to, alter, or obscure any warranties, disclaimers, copyright, trademark, patent, or other intellectual property, proprietary rights, or other notices, or any marks, symbols or serial numbers (including any trademarks of Clone Systems) that appear on any Provider Materials; (xi) in connection with the Services, perform any act that, or fail to perform any act the omission of which, infringes, misappropriates, or otherwise violates the intellectual property rights of any third party,

You and End-Users may not, and neither You nor any End-Users may permit or authorize any other person to: (i) make the Services available to anyone other than authorized End-Users; (ii) access or engage in any use of Services in a manner that abuses or materially disrupts Clone Systems' or its service providers' networks, security systems, the Services or websites; (iii) interfere with or disrupt the integrity, security or performance of the Services; (iv) use the Services for any fraudulent purpose or in connection with the violation of any applicable law; (v) access or engage in any use of Services in connection with the accessing of any network, data, or device in a manner or to any extent that is not authorized by the owner of such network, data, or device; or (vi) except as expressly stated in the SOW, sell, market, distribute, license, or

otherwise make available any Services or Clone Systems software or products for resale or sub-licensing by End-Users or any other person.

The Clone Systems name, logo, and the product names associated with the Services are trademarks of Clone Systems or its suppliers, and no right or license is granted to use them.

Clone Systems alone (or its suppliers, as applicable) will own all right, title, and interest, including all related intellectual property rights, in and to the Services and Provider Materials and all other proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, playbooks, and other tangible or intangible technical material or information) that Clone Systems makes available to You or any End-Users.

If Clone Systems receives any suggestions, ideas, enhancement requests, feedback, recommendations, comments or other information from You or any End-Users related to the technology, functionality, or potential improvement of Services or Provider Materials (“Feedback”), You and all End-Users will be deemed to have assigned all rights in the Feedback to Clone Systems, including but not limited to any copyrights, patents, or other intellectual property or other proprietary rights (“IP”) arising therefrom or related thereto. Clone Systems may use and include any Feedback for any purpose, including to improve the Services, its technology, or any other related technologies or intellectual property or to otherwise develop new technologies and services (“Improvements”), and shall own all rights, including all IP, in and to any Improvements.

Except for the limited rights granted by this Agreement, nothing else in this Agreement grants, by implication, waiver, estoppel or otherwise, to You or any other person any intellectual property rights or other right, title or interest in or to any of the Services, Provider Materials, or Improvements. Nothing in this Agreement grants or conveys to You or any End-Users (or permits You or any End-Users to grant or convey) any ownership or intellectual property rights in any of the Services, Provider Materials, or Improvements, or in or to any article or copy of them.

4. SOWs and End-User Agreements. By submitting an SOW to Clone Systems, that You have entered or will enter into an enforceable written agreement between You and each End-User (“End-User Agreement”) prior to your sale or provision of any Clone Systems Services to such End-User that binds End-User to the minimum customer terms listed on the SOW (collectively, the “End-User Terms”), and that You will maintain such an enforceable written agreement for the duration of Your provision or resale of any Services to each such End-User.

The End-User Terms in each End-User Agreement must: (i) be prominent, written, accurate and easy-to-understand by a reasonable consumer; (ii) provide clear and conspicuous disclosures to all End-Users sufficient to comply with applicable laws regarding the collection, use, and sharing described; and (iii) be agreed to by End-Users prior to use of or access to the Services. You are responsible for all acts and omissions of End-Users and for such End-Users’ compliance with this Agreement and the End-User Terms.

5. Confidentiality; Security. Clone Systems is a company primarily focused on I.T. Security and is not obligated to divulge to You or any End-User, or to use for Your or their benefit, any information for which Clone Systems has previously undertaken an obligation of confidence for the benefit of any party other than You or that particular End-User. Clone Systems will not knowingly disclose to You or any End-Users any information, knowledge, or data for which it does not have the full and unrestricted right to disclose without incurring legal liability to others.

Any information that You or any End-Users receive from Clone Systems about any technologies or Services anticipated to be provided, or that are provided, under this Agreement, including information about any Clone Systems software, or any settings, setups, coding, scripts, playbooks, or other information relevant to the Services that Clone Systems provides, are confidential to and constitute the trade secrets of Clone Systems (“Clone Systems Confidential Information”).

You and End-Users may not disclose any Clone Systems Confidential Information to any person or use Clone Systems Confidential Information for any purpose other than to the extent necessary to comply with and perform this Agreement and an applicable, active SOW. Neither You nor any End-User may use the Services, Provider Materials, or Clone Systems Confidential Information for any purpose after the termination or expiration of this Agreement or of an applicable SOW.

You and End-Users must require that any person who may or does have access to any Clone Systems Confidential Information be bound by an obligation of confidentiality to Clone Systems at least as stringent as those set forth in this Agreement. You and End-Users must use commercially reasonable efforts to maintain the confidence and secrecy of all confidential and trade secret information of Clone Systems You or they obtain. If You are or any End-User is ever required by law to disclose any Clone Systems Confidential Information, You or they (as applicable) must immediately notify Clone Systems of the requirement and of the specific information to be disclosed sufficiently in advance of any disclosure that Clone Systems may, if appropriate, seek to prevent such disclosure or obtain reasonable conditions to protect any such to-be disclosed information.

Clone Systems will use reasonable efforts to maintain the privacy of designated confidential and trade secret information collected from You and any End-Users. Clone Systems will not intentionally sell, share, or rent information to others that You designate as Your confidential information or trade secrets unless first disclosed to You in writing or if reasonably necessary to the performance of Clone Systems’ Services. Clone Systems will not intentionally sell, share, or rent information to others that an End-User designates as confidential information or trade secrets unless first disclosed to the End-User in writing or reasonably necessary to the performance of Clone Systems’ Services. Notwithstanding, Clone Systems may disclose Your or an End-User’s information when it believes in good faith that the law requires it, or to the extent that such disclosure is necessary to protect the rights or property of Clone Systems.

6. Independent Contractors. Clone Systems and You are independent contractors, and not partners, agents, or employees of the other for any purpose whatsoever, and neither party may not represent itself as an agent of the other or commit the other to any contracts or incur any obligation or liability whatsoever on behalf of the other party.

Any benefits provided by You or any End-Users to Your or to their respective employees, including but not limited to medical, life, accident or disability insurance, pensions, unemployment or worker’s compensation or profit sharing plans, shall not be available to Clone Systems personnel. No withholding of Federal or State income taxes, social security, or related contributions shall be made from payments distributed by You to Clone Systems. You agree (and shall cause each End-User to agree) that Clone Systems may act as a consultant for, or be employed in any other capacity by, any other parties concerning any subject matter (including for any End-User).

7. Term and Termination.

Unless the parties expressly agree otherwise in writing, the initial term of this Agreement will be 1-year (the “Term”) beginning on the date indicated in the SOW (“SOW Start Date”). On each anniversary of the SOW

Start Date, the Term will automatically be extended for an additional 1-year period unless: (i) a party provides the other party with a written notice of non-renewal at least 30 days before the automatic renewal date, in which case this Agreement will terminate on the upcoming anniversary date and will not renew; or, (ii) this Agreement is otherwise properly terminated as set forth below.

Clone Systems shall have the right to terminate this Agreement and any SOW hereunder at any time: (i) immediately and without prior notice, if either You or any End-User breach(es) any provision of this Agreement or the End-User Terms; or (ii) for any reason in its sole discretion upon at least 30 days' notice to You. Without prejudice to any other remedy, Clone Systems also may immediately, and without prior notice, withhold, suspend, or stop performance of any and all Services to You or to any End-User if You or the End-User are/is in breach of or threatens to breach this Agreement or the End-User Terms during the pendency of such breach or threat of breach, including but not limited to non-payment or delinquent payment.

You may terminate this Agreement: (i) if Clone Systems breaches this Agreement and has not cured such breach within 30 days of You providing specific written notice of the breach; or (ii) at the end of Your next billing cycle if you give Clone Systems written notice within 30 days of Clone Systems increasing the total price of the Services by more than 15% on a month-over-month basis.

Immediately upon the expiration of the Term of this Agreement (whether the result of termination or non-renewal): (i) all rights granted by Clone Systems to You and to any End-User will cease; (ii) You and End-Users must immediately cease use of all Services; and (iii) within 14 days, You and all End-Users must return to Clone Systems all Clone Systems property and Clone Systems Confidential Information in Your or its possession or control. Following the termination of this Agreement, Clone Systems may retain or destroy at its election, and need not return, any Scan Data in its possession or custody.

The parties' rights and obligations under the immediately preceding paragraph and under Sections 3, 5, 7, 8, 10, 11, 15, 16, 17, 19, 21, and 22 of this Agreement, and Your payment obligations arising from or under any portion of this Agreement or any SOW, shall survive the termination or non-renewal of this Agreement.

8. Warranties; Disclaimer of Warranties; Limitations of Clone Systems' Liability. Nothing in this Agreement or any SOW, and nothing in any of Clone Systems' other statements to You or any End-User may be construed as a promise or guarantee about the availability or successful outcome of this Agreement, any SOW, or any Services.

CLONE SYSTEMS DOES NOT MAKE AND DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING ANY OTHER TERM, STATEMENT, OR OTHER AGREEMENT TO THE CONTRARY, IN NO EVENT WILL CLONE SYSTEMS OR ITS LICENSORS OR PROVIDERS HAVE ANY LIABILITY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), HOWEVER ARISING, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

REGARDLESS OF THE FORM, FACTS, THEORY, OR NATURE OF ANY ACTION OR CLAIM, CLONE SYSTEMS' MAXIMUM COLLECTIVE LIABILITY TO YOU AND ALL END-USERS ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT WILL BE THE LESSER OF: (a) THE ACTUAL AMOUNT PAID TO CLONE SYSTEMS BY YOU FOR THE PARTICULAR SERVICES REQUIRED TO BE PROVIDED UNDER THE APPLICABLE ACCEPTED SOW FOR THE 1-YEAR PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY SUCH LIABILITY; AND (b) CLONE SYSTEMS' AVAILABLE COVERAGE UNDER ANY APPLICABLE INSURANCE POLICY IN FORCE OR REQUIRED TO BE IN FORCE BY THIS AGREEMENT.

9. Events Beyond Clone Systems' Control. You agree (and will cause each End-User to agree) that Clone Systems will not be liable for any failure or delay of Services caused by events beyond Clone Systems' direct control, including, without limitation, Your or an End-User's failure to furnish necessary information, sabotage, failure or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials or equipment, epidemics, war, or technical failures.

10. Non-Solicitation of Employees.

Except to the extent or in a place where such agreement would be prohibited by law, both parties agree (and You will cause each End-User to agree) not to, directly or indirectly, solicit, hire or otherwise engage the employees of any other party to this Agreement or to a SOW during the term of or for a period continuing until three years after the termination of this Agreement or, in the case of End-Users, until three years after the termination of all SOWs applicable to that End-User. The foregoing restriction will not restrict a party from hiring an employee of the other party that responds to a general solicitation for employment not targeted to the other party's employees.

The parties understand and agree (and You will cause your End-Users to agree) that in the case of a breach of this provision actual damages would be difficult to determine, and therefore agree that anyone violating this provision shall be liable to the non-violating party in the sum of 1 year's direct salary of each employee solicited and/or hired as liquidated damages, not as a penalty.

11. Indemnification. You must, and you must cause each End-User to, indemnify and hold harmless Clone Systems and its officers, directors, employees and agents from and against any claims, demands, loss, damage or expense: (i) related to bodily injury or death of any person or damage to property resulting from the negligence or willful misconduct of You or any End-Users, or any of Your or their officers, directors, employees and agents, (ii) by any of Your or any End-User's officers, directors, employees and agents for injuries or damages compensable under worker's compensation or similar acts, (iii) made against or incurred by Clone Systems relating to arising from any materials, products, or services provided by You or any End-Users under this Agreement, including but not limited to claims that the use thereof by Clone Systems infringes any copyright, patent, trademark, service mark, trade secret or other proprietary right of any third party, or (iv) related to any claim of Your negligent act or omission, fraud, willful misconduct, or violation of applicable law.

Clone Systems must indemnify and hold You, and each End-User, and Your and their officers, directors, employees, and agents harmless from and against any judgment: (i) related to bodily injury or death of any person or damage to property resulting from the negligence or willful misconduct of Clone Systems, or its officers and employees, (ii) related to claims by any of Clone Systems' employees for injuries or damages compensable under worker's compensation or similar acts, or (iii) that Your or Your End-Users' authorized use of the Services infringes any copyright, patent, trademark, service mark, trade secret or other proprietary right of any third party.

12. Insurance. At each party's own expense, Clone Systems and You each must procure and maintain in full force and effect at all times during the Term comprehensive public liability, professional liability, and errors and omissions insurance policies with respect to the party's performance under this Agreement, with combined single limits per occurrence of no less than two million Dollars (\$2,000,000) per incident, and two million Dollars (\$2,000,000) in the aggregate.

13. Merger; Amendments. This Agreement and each SOW hereunder contain the entire and only agreements between the parties with respect to the subject matter hereof and thereof and supersede all prior communications, negotiations, and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof and thereof. Neither party has relied or will rely on any statements, omissions, or representations made by the other party except to the extent expressly stated in this Agreement or in an SOW.

Clone Systems may amend this Scanning Reseller Agreement from time to time by posting an amendment at www.clone-systems.com/legal. Any such amendments to the Scanning Reseller Agreement will supersede the terms of any prior version hereof, and will become effective at the earliest of: (i) Your submission of any new or amended SOW, (ii) Clone System's acceptance, in any manner, of Your request for any additional products or services other than those Services under an SOW, or (iii) upon renewal (i.e., at the next anniversary of the SOW Start Date).

Other than as stated in this section, this Agreement may not be modified except in a writing signed by an authorized agent of both parties.

14. Construction. The headings within this Agreement are included purely for convenience and are not to be used as an aid in interpretation. The terms of this Agreement are not to be construed against any party as the author or drafter of this Agreement. All provisions of this Agreement are to be construed to remain fully valid, enforceable, and binding on the parties to the greatest extent permissible by law. If any provision of this Agreement is held invalid, void, illegal or unenforceable by any tribunal of competent jurisdiction, such tribunal shall modify any such provisions so as to make them enforceable to the maximum extent permissible.

15. Successors; Assignment. Except as provided herein, neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, a party may assign or transfer this Agreement to an affiliate of such party or to an unaffiliated third-party acquirer of substantially all of that party's assets or business related to the Services, provided that such the transferor party notifies the other party of such assignment reasonably promptly after the consummation of such transaction and the transferee agrees to be bound by this Agreement's terms.

16. Choice of Law; Venue. This Agreement and each SOW/ accepted hereunder will be governed by and construed exclusively in accordance with the laws of the Commonwealth of Pennsylvania, and, as applicable, United States federal law, without regard for the principle of conflicts of law. Any action or proceeding in connection with this Agreement may be held exclusively in a state or federal court in Philadelphia County, Pennsylvania.

17. Injunctive Relief. Breaches by any person of Sections 3, 4, 5, 6, 10, 11, 12, and 15 of this Agreement are likely to cause the non-breaching party to suffer irreparable harm for which it would have no adequate remedy at law, and therefore Clone Systems and You agree (and You will cause each End-User to agree) that Clone Systems and You each will be entitled to seek temporary, preliminary, and permanent injunctive relief

to prevent or prevent the continuation of any such alleged breach, without requirement for the posting of a bond or security and without the requirement of any proof of irreparable harm.

18. No Malicious Code. Clone Systems warrants and represents that: (i) at the time of delivery (and, if applicable, installation and configuration by Clone Systems) the Services do not knowingly contain or deliver malicious code designed to permit unauthorized parties to access, modify, delete, damage, deactivate or disable any End-User system, network, device, application, or data, or provide unauthorized access to any End-User system, network, device, application, or data (“Malicious Code”); (ii) it uses and shall continue to use throughout the period of its performance of Services commercially reasonable efforts utilizing generally accepted industry tools and practices such that the Services do not knowingly contain any Malicious Code; and (iii) Clone Systems shall not knowingly introduce Malicious Code into any of End-User’s systems, networks, devices, applications, or data.

Upon notice to Clone Systems of the presence of any Malicious Code in Services, Clone Systems will take action immediately to investigate, identify and remove such Malicious Code from the Services, and to assist You and End-User in the investigation, identification and removal of such Malicious Code from End-User systems, networks, devices, applications or data. In the event the Malicious Code is determined to have originated from Clone Systems, You and End-User shall not be charged for such work.

19. Marketing and Publicity. You understand and acknowledge that Clone Systems’ business depends, in part, upon its ability to engage and retain customers. You understand and agree (and shall cause each End-User to agree) to the use of Your (and their) name(s) by Clone Systems or its designees to assist Clone Systems with its advertising and marketing efforts. Unless required to do so by legal process, You, including all of Your officers, directors, employees, and agents, will not make any disparaging statements or representations, directly or indirectly, orally, in writing, by word, or by gesture, to any person whatsoever, about Clone Systems or its Services, or any of its directors, officers, employees, attorneys, agents, or representatives. A “disparaging” statement or representation is any communication that would cause or tend to cause a recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the person or entity to whom the communication relates.

20. Definitions. As used in this Agreement, You and Clone Systems may each be referred to as a “party”, and collectively as the “parties”. Capitalized terms used in this Scanning Reseller Agreement and not defined in it shall have the meaning set forth in an applicable SOW. Capitalized terms used in a SOW, and not defined in that SOW, shall have the meaning set forth in this Scanning Reseller Agreement. If any provision in a SOW conflicts with the terms of this Scanning Reseller Agreement, the terms of this Scanning Reseller Agreement will control.

21. Further Assurances. At any time and from time to time after the date of execution of this Agreement or any SOW hereunder, each party shall, without further consideration, take such actions and execute and deliver such documents as the other party may reasonably request to carry out the transactions contemplated by this Agreement.

22. Notices. All notices, requests, waivers, demands and other communications that must be given under this Agreement must be in writing and will be deemed given, made, and received when hand delivered or on the date of delivery by nationally recognized overnight courier service or by email to the Notice Contacts identified on the signature page of the SOW, or to such other contact as any party may later provide to the other by written notice.