

**ANNEXURE E**  
**END USER LICENSE AGREEMENT**

This End-User License Agreement ("EULA" "Agreement") is a legal agreement between You (individual or legal entity herein referred to as "You" or "Your") and HFN, Inc. ("HFN") for the Nanoheal software product accompanying this EULA, which includes computer software, associated media, printed materials and online or electronic documentation ("Product") provided to You for Your use in compliance with this EULA for the designated term. By downloading, installing, copying, or otherwise using the product, You agree to be bound by the terms of this EULA. **IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT INSTALL, COPY, DOWNLOAD OR OTHERWISE USE THE SOFTWARE.**

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**1. Grant of Use License and Restrictions.** You may install, use, access, or otherwise interact with the licensed number of copies of the Product, as indicated on the applicable order form, only on hardware systems owned, leased or controlled by You.

All rights not expressly granted are reserved by HFN. You may not use the Product in any way other than as expressly permitted under this EULA. The Product is protected by copyright and other intellectual property laws and treaties. HFN owns the title, copyright, and other intellectual property rights in the Product and no transfer of title or rights is contemplated under this agreement except expressly granted use rights noted above.

**2. Term and Termination.** The term of Your license is the term stated in the Order. You are licensed to exercise Your rights of use under this Agreement for the term as designated on the Order document that records Your purchase of the Product license. Immediately upon termination of a license granted under this EULA, You must at Your own cost: (a) cease permitting access to and ensure that all Authorized Users immediately cease all use of the Software; and (b) remove all copies of the Software from its computer systems.

**3. Transfer and Assignment.** You may not transfer or assign Your rights under this EULA without the express written permission of HFN. If HFN grants such permission, then You may permanently transfer or assign all of Your rights under this EULA, provided You retain no copies, You transfer the entire Product, and the recipient agrees to the terms of this EULA. Notwithstanding the foregoing, You may not resell, or otherwise transfer for value, the Product.

**4. Restrictions.** You shall not (i) license, sub-license, sell, re-sell, rent, lease, distribute or time-share or otherwise allow access to the Software to any third-party in whole or in parts; (ii) disassemble, reverse engineer, decompile or modify the software or otherwise create derivative works thereof (iii) use the software to access the services in a manner not authorized by this Agreement (iv) use the software in any manner which violates any applicable law or regulation; (v) remove any proprietary notices (e.g., copyright and trademark notices) from the software or its documentation.

**5. Confidential Information.** As used in this Agreement, the term "Confidential Information" means, with respect to information disclosed by one party (hereafter, the "Disclosing Party") to the other party (hereafter, the "Receiving Party"), any and all information of every kind and description relating to or concerning the Disclosing Party or its Affiliates or that a reasonable businessperson would understand to be of a confidential or proprietary nature under

circumstances of disclosure. Notwithstanding the foregoing, information relating to or concerning a Disclosing Party shall not be deemed Confidential Information for purposes of this Agreement if; (i) it becomes generally publicly known without fault or breach by receiving party; (b) that receiving party obtains (rightfully and without restriction on use or disclosure) from a third party entitled to make the disclosure; (c) that a party rightfully had in its possession before its disclosure by the disclosing party, or (d) that is independently developed by receiving party without using disclosing party's Confidential Information.

The Receiving Party shall protect Confidential Information of the Disclosing Party from unauthorized disclosure causing the same degree of care the Receiving Party uses to protect its own confidential and proprietary information but no less than a reasonable degree of care.

**6. Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HFN AND ITS SUPPLIERS PROVIDE THE PRODUCT AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE PRODUCT "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF RESPONSES, OR RESULTS ALL WITH REGARD TO THE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. ALSO, THE ENTIRE RISK AS TO THE QUALITY OF PRODUCT OR ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCT AND SUPPORT SERVICES, IF ANY, REMAINS WITH YOU.

**7. Exclusion of Incidental, Consequential and certain other damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HFN OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF HFN OR ANY SUPPLIER, AND EVEN IF HFN OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. Limitation of Liability.** Notwithstanding any damages that You might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of HFN, and any of its suppliers under any provision of this Agreement, and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Product upon which the claim is based, for the period the claim arises. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

**9. Indemnification.** You will indemnify, defend and hold harmless HFN, its affiliates, and their licensors, and their respective directors, officers, employees and agents, from any claim, action, suit or proceeding, as well as any and all losses, liabilities, damages, fines, sanctions, costs and expenses (including reasonable attorneys' fees and expert costs) made by any third-party due to or arising directly or indirectly out of: (a) Your conduct or its connection with Your use of this software, (b) Your violation of the terms herein, and (d) any violation of any applicable law or regulation. HFN reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by You, but doing so will not excuse Your indemnity obligations.

**10. Support Services.** HFN will provide updates and upgrades to the Product to You free of charge during the time when You are covered by active Support Services or valid Order. You acknowledge that enhancements that represent new or additional offerings, as well as training services, will be priced separately by HFN and may be subject to additional terms and conditions. HFN may, at its discretion, cease providing Support Services at any time and without notice. Use of Support Services, if any, is governed by the HFN policies and programs described in any user manual, "online" documentation, and/or other HFN-provided materials.

**11. Event Logs.** You authorize HFN to access directly or indirectly the database containing logs of all events detected and tasks performed by the Product ("Event Logs Database"). At a minimum, HFN access to the Event Logs Database will be equal in all respects to Yours. Access allows optimal support while maintaining user

security and privacy. Please see HFN Privacy Policy and HFN Data processing policy for further details on data types accessed and stored by HFN.

**12. Supplemental and Open Source Software.** Any supplemental software code provided to You as a part of Support Services shall be considered part of the Product and subject to the terms of this EULA. With respect to technical information or data You provide to HFN as part of the product use and Support Services, HFN may use such information for its business purposes, including for product support and development. HFN will not utilize such information in a form that personally identifies You except to the extent necessary to provide You with support.

Portions of the Product are licensed from third parties under certain open source code licensing (“Open Source”) that is governed by certain Open Source license agreements such as the GNU Public License, the OpenSSL Project and others, a complete list of which is found within the Product.

**13. Export Restrictions.** You may not export or re-export the Product or any copy or adaptation. You acknowledge that the Product is subject to the US Export Administration Regulations (“EAR”) and that You will comply with the EAR. Customer will not export or re-export the Product, directly or indirectly to: (i) any country that is subject to US export restrictions; (ii) any end user whom You know or have reason to know will use the Product in the design, development, or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or unmanned air vehicle systems; or (iii) any end user who has been prohibited from participating in the US export transactions by a federal agency of the US government.

**14. Governing Law.** This Agreement is governed by the laws of the State of Delaware, and such law applies to claims for breach of this Agreement, regardless of conflict of laws principles. In the case of a dispute between the Parties in connection with this Agreement, the Parties shall thoroughly explore all possibilities for settlement of the matter amongst themselves. In the event that a settlement cannot be reached, all disputes shall be determined by arbitration administered by the International Centre for Dispute Resolution® in accordance with its International Dispute Resolution Procedures, as modified by the ICDR® Online Protocol for Manufacturer/Supplier Disputes as then in effect ([www.icdr.org](http://www.icdr.org)). The language of arbitration shall be English. Each party shall be responsible for its own legal expenses.

**15. Compliance.** You are responsible for complying with any local laws and regulations in Your jurisdiction that may impact Your right to import, export or use the Product. If HFN has knowledge that a violation has occurred, HFN may be required to terminate Your use of the Product and report such violation to the US or other governmental entities.

**16. Notice.** Should You have any questions concerning this Agreement, or if you desire to contact HFN for any reason, please contact HFN by sending an email to [contracts@nanoheal.com](mailto:contracts@nanoheal.com).

**17. Updating of EULA.** HFN may update the terms of the EULA at any time by posting of a revised version of the EULA on its website. With regard to Your acceptance of the EULA, the version in effect at the time of Your download, installation and/or purchase shall remain applicable to Your use of the Product until such time as you install an update or upgrade or at the time of renewal of the Order. At that time the EULA then in effect shall replace any previously accepted EULA. In the event that You do not wish to accept any subsequent version of the EULA, You must uninstall the Product and cease all use.

**18. Severability.** If any of the provisions of this Agreement is held to be void, unenforceable or illegal, the other provisions shall continue in full force and effect. The affected provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the applicable law.

**19. Force Majeure.** HFN shall not be in default of any obligation under the Agreement if the failure to perform the obligation is due to events and circumstances beyond HFN’s control, including, without limitation, power failures, Internet failures, dislocating servers, DDoS attacks, Hack attacks, viruses, natural disaster, war, riot, strikes or other organized labour action, or terrorist activity. If the force majeure event continues for a period of thirty (30) days or more and HFN is thus unable to perform, You may terminate this Agreement.

**20. Entire Agreement.** This is the entire agreement between HFN and You relating to the Product and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Product. Your delivery and payment conditions or any other general or special conditions of a purchase order will not apply.