

AUTHORIZED USER TERMS OF USE

These Authorized User Terms of Use ("**Terms of Use**") govern your use of the Nuclei software (the "**Software**"), including all user manuals, technical manuals, and any other materials provided by Nuclei, Inc., in printed, electronic, or other form, that describe the Software or its use or specifications (the "**Documentation**") provided to you ("**you**" or "**your**") for use pursuant to and subject to a software license agreement (the "**Software Subscription Agreement**") between Nuclei, Inc. ("**Nuclei**") and your employer or other person or entity who owns or otherwise lawfully controls the computer on which the Software is accessed ("**Customer**").

BY CLICKING THE "ACCEPT" BUTTON YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY CUSTOMER TO ACCESS AND USE THE SOFTWARE; AND (ii) ACCEPT THESE AUTHORIZED USER TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT CLICK THE "ACCEPT" BUTTON AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE SOFTWARE.

1. Rights to Access. Subject to your strict compliance with these Terms of Use, Nuclei hereby grants you rights to access and to use the Software solely in accordance with the Documentation for Customer's internal business purposes. The foregoing licensee will terminate immediately on the earlier to occur of:

- (a) the expiration or earlier termination of the Software Subscription Agreement between Nuclei and Customer; or
- (b) your ceasing to be authorized by Customer to use the Software for any or no reason.

2. Use Restrictions. You shall not, directly or indirectly:

- (a) use the Software or Documentation except as set forth in Section 1;
- (b) copy the Software or Documentation, in whole or in part;
- (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or any part thereof;
- (d) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- (f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Software or Documentation, including any copy thereof;
- (g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Software or any features or functionality of the Software, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Customer, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(h) use the Software or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including:

(i) power generation systems;

(ii) aircraft navigation or communication systems, air traffic control systems, or any other transport management systems;

(iii) safety-critical applications, including medical or life-support systems, vehicle operation applications, or any police, fire, or other safety response systems; and

(iv) military or aerospace applications, weapons systems, or environments.

(i) use the Software or Documentation in violation of any law, regulation, or rule; or

(j) use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to Nuclei's or Nuclei's commercial disadvantage.

3. Collection and Use of Information.

(a) Nuclei may, directly or indirectly through the services of others, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, by means of providing maintenance and support services.

(b) You agree that Nuclei may use such information for any purpose related to any use of the Software by you, including but not limited to: (i) improving the performance of the Software or developing updates; and verifying compliance with the terms of this Agreement and enforcing Nuclei's rights, including all intellectual property rights in and to the Software.

4. Security Features. The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is prohibited under Section 2. You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

5. Intellectual Property Rights. You acknowledge that the Software is provided under a subscription, and not sold, to you. You do not acquire any ownership interest in the Software under this Agreement, or any other rights to the Software other than to use the Software in accordance with the rights granted under this Agreement, subject to all terms, conditions, and restrictions. Nuclei reserves and shall retain all rights, titles, and interests in and to the Software and all intellectual property rights arising out of or relating to the Software, subject to the rights expressly granted to the Customer in this Agreement. You shall safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.

6. Disclaimer of Liability. IN NO EVENT WILL NUCLEI OR THEIR AFFILIATES, OR ANY OF THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE. YOU ARE PROVIDED THE SOFTWARE PURSUANT TO THE SOFTWARE SUBSCRIPTION AGREEMENT BETWEEN NUCLEI AND CUSTOMER, SOLELY FOR THE BENEFIT OF CUSTOMER AND AT CUSTOMER'S DISCRETION. YOU

ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THAT AGREEMENT INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY NUCLEI, OR THEIR AFFILIATES, OR ANY OF THEIR LICENSORS OR SERVICE PROVIDERS, MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE SOFTWARE SHALL BE SOLELY TO CUSTOMER PURSUANT TO THAT AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN.

7. Export Regulation. The Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

8. Governing Law. These Terms of Use are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.