

End User License Agreement

Section 1. Scope and Applicability

This End User License Agreement (“EULA”) between You and ITUS covers Your use of the Software and Cloud Services (“ITUS Technology”). Definitions of capitalized terms are in Section 13 (Definitions) and elsewhere in the EULA.

You agree to be bound by the terms of this EULA through (a) Your download, installation, or use of the ITUS Technology; or (b) Your express agreement to this EULA.

If You do not have authority to enter into this EULA or You do not agree with its terms, do not use the ITUS Technology.

Section 2. Using ITUS Technology

2.1. License and Right to Use. ITUS grants You a non-exclusive, non-transferable (a) license to use the Software; and/or (b) right to use the Cloud Services, both as acquired from an Approved Source, for Your direct benefit during the Usage Term and as set out in Your Entitlement and this EULA (collectively, the “Usage Rights”).

2.2. Use by Third Parties. You may permit Authorized Third Parties to exercise the Usage Rights on Your behalf, provided that You are responsible for (a) ensuring that such Authorized Third Parties comply with this EULA and (b) any breach of this EULA by such Authorized Third Parties.

2.3. Trial Use. If ITUS grants You Usage Rights in the applicable ITUS Technology on a trial, evaluation, or other free-of-charge basis (“Evaluation Software and Services”), You may only use the Evaluation Software and Services on a temporary basis for the period limited as specified by ITUS in writing. If there is no period identified, such use is limited to 30 days after the Evaluation Software and Services are made available to You. If You fail to stop using and/or return the Evaluation Software and Services by the end of the trial period, You may be invoiced for its list price and You agree to pay such invoice. ITUS, in its discretion, may stop providing the Evaluation Software and Services at any time, at which point You will no longer have access to any related data, information, and files and must immediately cease using the ITUS Technology. Except where agreed to in writing by ITUS, You will not put Evaluation Software and Services into production use. ITUS provides Evaluation Software and Services “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues, and ITUS will not have any liability relating to Your use of the Evaluation Software and Services.

2.4. Support Services, Upgrades and Additional Copies of Software. For so long as You remain current on Your payment obligations during the Term, Your Approved Source shall provide services, collectively referred to as “Support Services”. Support Services consist of help desk support and Upgrades as defined in more detail in ITUS’ Support Services policy. You may only use Upgrades or additional copies of the Software beyond Your license Entitlement if You have purchased the right to use additional copies separately with an appropriate Order Form. An authorized License Administrator may add licenses by executing an additional written Order Form. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting Subscription Term (either Initial Term or Renewal Term, if applicable); (ii) the license fee for the added licenses will be the license fee under the applicable Order Form; and (iii) licenses added in the middle of a billing period will be charged on a pro-rated basis for that billing period.

2.5. Subscription Renewal. Usage Rights in ITUS Technology acquired on a subscription basis will automatically renew for the renewal period indicated on the Order Form (“Renewal Term”) unless You notify ITUS or Your Approved Source in writing at least 45 days before the end of Your then-current Usage Term of Your intention not to renew. ITUS or Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or Your Approved Source promptly notify ITUS in writing, before the renewal date, that You do not accept the fee changes. In that case, Your subscription will terminate at the end of the current Usage Term.

Section 3. Additional Conditions of Use

3.1. ITUS Technology Generally. Unless expressly agreed by ITUS, You may not (a) transfer, sell, sublicense, monetize or make the functionality of any ITUS Technology available to any third party; (b) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks; (c) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of the ITUS Technology; or (d) use ITUS Content other than as part of Your permitted use of the ITUS Technology.

3.2. Cloud Services. You will not intentionally (a) interfere with other customers’ access to, or use of, the Cloud Service, or with its security; (b) facilitate the attack or disruption of the Cloud Service, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); (c) cause an unusual spike or increase in Your use of the Cloud Service that negatively impacts the Cloud Service’s operation; or (d) submit any information that is not contemplated in the applicable Documentation.

3.3. Evolving ITUS Technology. ITUS may: (a) enhance or refine a Cloud Service, although in doing so, ITUS will not materially reduce the core functionality of that Cloud Service, except as contemplated in this Section; and (b) perform scheduled maintenance of the infrastructure and software used to provide a Cloud Service, during which time You may experience some disruption to that Cloud Service. Whenever reasonably practicable, ITUS will provide You with advance notice of such maintenance. You acknowledge that, from time to time, ITUS may need to perform emergency maintenance without providing You advance notice, during which time ITUS may temporarily suspend Your access to, and use of, the Cloud Service. ITUS may end the life of ITUS Technology, including component functionality (“EOL”), by providing written notice on ITUS’ website or by e-mail. If You or Your Approved Source prepaid a fee for Your use of the ITUS Technology that becomes EOL before the expiration of Your then-current Usage Term, ITUS will use commercially reasonable efforts to transition You to a newer version of ITUS Technology.

3.4. Protecting Account Access. You will keep all account information up to date, use reasonable means to protect Your account information, passwords, and other login credentials, and promptly notify ITUS of any known or suspected unauthorized use of or access to Your account.

3.5. Use with Third Party Software. If You use the ITUS Technology together with Third Party Software, such use is at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. ITUS does not provide support or guarantee ongoing integration support for products that are not a native part of the ITUS Technology. Suppliers of Third Party Software do not warrant or support software produced by ITUS. You may not utilize any Third Party Software furnished with the ITUS Technology to access or process data except in furtherance of uses permitted in this EULA.

3.6. Open Source Software. Your rights with respect to the Open Source Software provided in conjunction with the ITUS Technology from time to time are not included in this EULA but instead are subject to the terms of the respective licenses specified by the licensor of that Open Source Software that are contained in the files delivered with that software’s files.

Section 4. Fees

To the extent permitted by law, orders for the ITUS Technology are non-cancellable. Fees for Your use of ITUS Technology are set out in Your Order Form or licensing terms with Your Approved Source. If You use ITUS Technology beyond Your Entitlement (“Overage”), ITUS or the Approved Source may invoice You, and You agree to pay, for such Overage.

Section 5. Confidential Information and Use of Data

5.1. Confidentiality. Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates, and contractors who have a need to know (“Permitted Recipients”). Recipient: (a) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient’s obligations under this EULA, and (b) is liable for any breach of this Section by its Permitted Recipients. Such nondisclosure obligations will not apply to information that: (i) is known by Recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of Recipient; or (iii) is independently developed by Recipient. Recipient may disclose Discloser’s Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser’s expense, regarding protective actions pursued by Discloser. Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

5.2. How We Use Data. ITUS will access, process and use data in connection with Your use of the ITUS Technology in accordance with applicable privacy and data protection laws. For further detail, please visit www.itusdigital.com/privacy-policy/

5.3. Notice and Consent. To the extent Your use of the ITUS Technology requires it, You are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their data through Your use of the ITUS Technology.

Section 6. Ownership

Except where agreed in writing, nothing in this EULA transfers ownership in, or grants any license to, any intellectual property rights. You retain any ownership of Your content and ITUS retains ownership of the ITUS Technology and ITUS Content. ITUS may use any feedback You provide in connection with Your use of the ITUS Technology as part of its business operations.

Section 7. Indemnification

7.1. Indemnification. Itus warrants that it is the owner or otherwise has the right to license the ITUS Technology to You. Your exclusive remedy for breach of this warranty shall be as follows: During the Term, provided that You are current with payment of all fees, ITUS agrees to defend You against and indemnify You against any final, non-appealable judgment or settlement approved by ITUS based upon any Claim made by a third party unrelated to You asserting that Your use of any of the ITUS Technology infringes such person's Third Party IPR. The defense and indemnity obligations in this Section do not apply, however, to any Claim for infringement of Third Party IPR to the extent that the Claim arises from (a) use of the ITUS Technology outside the scope of use identified herein or in the Documentation, (b) use of the ITUS Technology with other items unless specifically recommended by Itus in writing as a combination, (c) use of a specific modification or configuration of the ITUS Technology made or requested by You, (d) the use of software not produced by Itus, or (e) use by You of a version of the ITUS Technology that has been superseded. If a Claim for Third Party IPR infringement is asserted, or if ITUS believes one is likely, ITUS shall have the right, but not the obligation, at its option, to (i) procure a license for You from the person claiming or likely to claim the infringement, (ii) modify the allegedly infringing ITUS Technology to avoid the Claim of infringement and make it available to You at no extra cost, or (iii) require You to migrate to another, non-infringing version of the ITUS Technology and return the version at issue to ITUS.

7.2. Procedures for Indemnification Claims. ITUS' obligation to indemnify You against Third Party IPR Claims is conditioned upon Your compliance with the following obligations.

- (i) You shall give ITUS immediate notice upon You becoming aware of a Claim being threatened or made (or which You consider may be threatened or made), against You in relation to any of the matters covered by the indemnity in the foregoing paragraph.
- (ii) Upon notice by ITUS, You will cease utilizing the allegedly infringing ITUS Technology.
- (iii) You will allow ITUS to conduct any litigation that may arise from a Claim and all negotiations for settlement of that Claim. You may participate with ITUS in the defense of any litigation that arises from a Claim where You reasonably consider that Your reputation may be seriously affected by the litigation and provided that You do so at Your own expense.
- (iv) You will cooperate in the defense of the Claim as reasonably requested by ITUS, including by providing all information, authority and assistance that ITUS reasonably requests for the purpose of defending or settling the Claim.

7.3. Exclusions. ITUS has no obligation with respect to any IP Claim based on: (a) compliance with any designs, specifications, or requirements You provide or a third party provides on Your behalf; (b) Your modification of any ITUS Technology or modification by a third party; (c) the amount or duration of use made of the ITUS Technology, revenue You earned, or services You offered; (d) combination, operation, or use of ITUS Technology with non-ITUS products, software or business processes; (e) Your failure to modify or replace ITUS Technology as required by ITUS; or (f) any ITUS Technology provided on a no charge or evaluation basis.

7.4. Entire Obligation. THIS SECTION 7 SETS FORTH THE ENTIRE LIABILITY OF ITUS WITH RESPECT TO INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. EXCEPT TO THE EXTENT PROVIDED IN THIS SECTION 7, THERE IS NO IMPLIED OR EXPRESS WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE ITUS TECHNOLOGY OR THE INFORMATION PROCESSED THEREBY OR AGAINST INFRINGEMENT OR MISAPPROPRIATION.

Section 8. Warranties and Representations

8.1. Performance. ITUS warrants (a) during the Term that the ITUS Technology will operate in substantial conformity with its documentation, and (b) during the Usage Term, it provides the Cloud Services with commercially reasonable skill and care in accordance with the Documentation; except for nonconformities associated with (i) alterations, modifications, or revisions of the ITUS Technology performed by a party other than ITUS; (ii) negligence in the operation or use of any or all of the ITUS Technology; (iii) a malfunction of any products or goods other than those produced by ITUS; or (iv) misuse of or damage to the ITUS Technology. As Your exclusive remedy for any breach of the foregoing warranty, of which ITUS is given notice within the warranty period, ITUS shall promptly exert reasonable commercial efforts to correct or cure any reproducible or repeatable non-conformity by issuing corrected instructions, restriction, or bypass. If the non-conformity arises in connection with a Release issued to You under Support Services, ITUS may elect to revert You to an earlier Release. Due to the complex nature of software, ITUS does not warrant that the ITUS Technology is error-free or that all errors will be corrected. ITUS does not guarantee results and does not warrant that the ITUS Technology is fault tolerant. The ITUS Technology is not warranted to prevent fraud, intrusion, deception and/or attack and are not designed or intended for use as an on-line control application in hazardous environments requiring fail-safe performance.

8.2. Malicious Code. ITUS will use commercially reasonable efforts to endeavor to prevent infections of the media containing the ITUS Technology, when delivered to You, from worms, Trojan horses or other viruses; however, ITUS does not provide any warranties against such infections.

8.3. Qualifications. The ITUS Technology may be configured to support elements of industry standard specifications including but not limited to the following organizations: NERC, IEEE, ISA, SAE, ASME, API, ANSI, or ISO. The ITUS Technology may also be configured to certain of Your own specifications. ITUS shall have no liability for loss or damage to the extent caused by errors or faults in such specifications or configurations.

8.4 Support Services Warranty. ITUS warrants that all Support Services will be performed by qualified personnel in a professional and workmanlike manner.

Upon Your prompt written notification to the Approved Source during the warranty period of ITUS's breach of this Section 8, Your sole and exclusive remedy (unless otherwise required by applicable law) is, at ITUS's option, either (i) repair or replacement of the applicable ITUS Technology or (ii) a refund of the (a) license fees paid or due for the non-conforming Software, or (b) the fees paid for the period in which the Cloud Service did not comply, excluding any amounts paid under a service level agreement/objective, if applicable.

Where ITUS provides a refund of license fees paid for Software, You must return or destroy all copies of the applicable Software.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ITUS MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE LICENSED PROGRAMS, DOCUMENTATION, SUPPORT SERVICES, THIRD PARTY SOFTWARE OR YOUR CONTENT, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE.

Section 9. Liability

ITUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR COSTS, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF GOODWILL, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR THE OPERATION OR USE OF ANY ITUS TECHNOLOGY OR CLOUD SERVICES, INCLUDING WITHOUT LIMITATION SUCH DAMAGES AS ARISING FROM LOSS OF YOUR DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST YOU BY ANY THIRD PERSON, EVEN IF ITUS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL ITUS'S TOTAL CUMULATIVE AGGREGATE LIABILITY FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, EXCEED THE FEES PAID FOR THE MOST RECENT 12 MONTH PERIOD UNDER THE APPLICABLE ORDER FORM.

These limitations of liability do not apply to liability arising from (a) Your failure to pay all amounts due; or (b) Your breach of Sections 2.1 (License and Right to Use), 3.1 (ITUS Technology Generally), 3.2 (Cloud Services) or 12.8 (Export). This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

Section 10. Termination and Suspension

10.1. Suspension. ITUS may immediately suspend Your Usage Rights if You breach Sections 2.1 (License and Right to Use), 3.1 (ITUS Technology Generally), 3.2 (Cloud Services) or 12.8 (Export).

10.2. Termination. If a party materially breaches this EULA and does not cure that breach within 30 days after receipt of written notice of the breach, the nonbreaching party may terminate this EULA for cause. ITUS may immediately terminate this EULA if You breach Sections 2.1 (License and Right to Use), 3.1 (ITUS Technology Generally), 3.2 (Cloud Services) or 12.8 (Export). Upon termination of the EULA, You must stop using the ITUS Technology and destroy any copies of Software and Confidential Information within Your control. If this EULA is terminated due to ITUS's material breach, ITUS will refund You or Your Approved Source, the prorated portion of fees You have prepaid for the Usage Rights beyond the date of termination. Upon ITUS's termination of this EULA for Your material breach, You will pay ITUS or the Approved Source any unpaid fees through to the end of the then-current Usage Term. If You continue to use or access any ITUS Technology after termination, ITUS or the Approved Source may invoice You, and You agree to pay, for such continued use.

Section 11. Verification and Audit

During the Usage Term and for a period of 12 months after its expiry or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the ITUS Technology sufficient to verify compliance with this EULA ("Verification Records"). Upon reasonable advance notice, and no more than once per 12 month period, You will, within 30 days from ITUS's notice, allow ITUS and its auditors access to the Verification Records and any applicable books, systems (including ITUS product(s) or other equipment), and accounts during Your normal business hours. If the verification process discloses underpayment of fees: (a) You will pay such fees; and (b) You will also pay the reasonable cost of the audit if the fees owed to ITUS as a result exceed the amounts You paid for Your Usage Rights by more than 5%.

Section 12. General Provisions

12.1. Survival. Sections 4, 5, 6, 8, 9, 10, 11 and 12 survive termination or expiration of this EULA.

12.2. Third Party Beneficiaries. This EULA does not grant any right or cause of action to any third party.

12.3. Assignment and Subcontracting. Except as set out below, neither party may assign or novate this EULA in whole or in part without the other party's express written consent. ITUS may (a) by written notice to You, assign or novate this EULA in whole or in part to an Affiliate of ITUS, or otherwise as part of a sale or transfer of any part of its business; or (b) subcontract any performance associated with the ITUS Technology to third parties, provided that such subcontract does not relieve ITUS of any of its obligations under this EULA.

12.4. U.S. Government End Users. The Software, Cloud Services and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to FAR 12.212 and DFARS 227.7202. All U.S. Government end users acquire the Software, Cloud Services and Documentation with only those rights set forth in this EULA. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

12.5. ITUS Partner Transactions. If You purchase ITUS Technology from a ITUS Partner, the terms of this EULA apply to Your use of that ITUS Technology and prevail over any inconsistent provisions in Your agreement with the ITUS Partner.

12.6. Modifications to the EULA. ITUS may change this EULA or any of its components by updating this EULA on the [Itus Digital website](#). Changes to the EULA apply to any Entitlements acquired or renewed after the date of modification.

12.7. Compliance with Laws. Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. ITUS may restrict the availability of the ITUS Technology in any particular location or modify or discontinue features to comply with applicable laws and regulations. If You use the ITUS Technology in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction. You acknowledge that You are the entity responsible for complying with such laws.

12.8. Export. ITUS's Software, Cloud Services, products, technology and services (collectively the "ITUS Products") are subject to U.S. and local export control and sanctions laws. You acknowledge and agree to the applicability of and Your compliance with those laws, and You will not receive, use, transfer, export or re-export any ITUS Products in a way that would cause ITUS to violate those laws. You also agree to obtain any required licenses or authorizations.

12.9. Governing Law and Venue. This EULA, and any disputes arising from it, will be governed exclusively by the laws of the Commonwealth of Virginia, excluding such laws as would require the application of the laws of another jurisdiction. The parties expressly decline to be bound by the United Nations Convention on Contracts for the Sale of Goods. The parties agree to the jurisdiction of the federal and state courts of Virginia, specifically the U.S. District Court for the Western District of Virginia and the County of Roanoke Circuit Court, and further agree that the said courts will be convenient forums. ITUS may seek interim injunctive relief in any court of competent jurisdiction with respect to any alleged breach of ITUS's intellectual property or proprietary rights.

12.10. Notice. Any notice delivered by ITUS to You under this EULA will be delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by recognized international courier such as UPS, FedEx or DHL, addressed as follows: Itus Digital, LLC

Attn: Contracts Department

611 Jefferson Street Suite #7

Roanoke, Virginia 24011

With a copy to: info@itusdigital.com

If to You: to the address listed in an Order Form and to the attention of the signer of the Order Form. Either party may change its notice address by notice given in accordance with the provisions in this section.

unless this EULA, or an Order Form specifically allows other means of notice.

12.11. Force Majeure. Except for payment obligations, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control.

12.12. No Waiver. Failure by either party to enforce any right under this EULA will not waive that right.

12.13. Severability. If any portion of this EULA is not enforceable, it will not affect any other terms.

12.14. Entire agreement. This EULA is the complete agreement between the parties with respect to the subject matter of this EULA and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral).

12.15. Order of Precedence. If there is any conflict between this EULA, the Product Specific Terms and any Order Form(s), expressly referenced to this EULA, the order of precedence is: (a) such Order Form; (b) this EULA; (c) the underlying Product Specific Terms, then (d) any applicable ITUS policies expressly referenced in this EULA.

Section 13. Definitions

Capitalized terms shall have the meaning as defined below and elsewhere in this EULA.

"Affiliate" means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

"Approved Source" means ITUS or a ITUS Distributor.

"Authorized Third Parties" means Your Users, Your Affiliates, Your third-party service providers, and each of their respective Users permitted to access and use the ITUS Technology on Your behalf as part of Your Entitlement.

"Claim" means any written assertion of legal liability or possible legal liability (such as one appearing in a cease-and-desist letter) or any filed lawsuit directed to You.

"ITUS" "we" "our" or "us" means ITUS DIGITAL, LLC or its applicable Affiliate(s).

"ITUS Content" means any (a) content or data provided by ITUS to You as part of Your use of the ITUS Technology and (b) content or data that the ITUS Technology generates or derives in connection with Your use.

"ITUS Distributor" means a ITUS authorized reseller or distributor authorized by ITUS to sublicense or distribute ITUS Technology.

"Cloud Service" means the ITUS hosted software-as-a-service offering or other ITUS cloud-enabled feature described in the applicable Product Specific Terms. Cloud Service includes applicable Documentation and may also include Software.

"Confidential Information" means non-public proprietary information of the disclosing party ("**Discloser**") obtained by the receiving party ("**Recipient**") in connection with this EULA, which is (a) conspicuously marked as confidential or, if verbally disclosed, is summarized in writing to the Recipient within 14 days and marked as confidential; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or verbally.

"Delivery Date" means the date agreed in Your Entitlement, or where no date is agreed: (a) where Usage Rights in Software or Cloud Services are granted separately: (i) for Software, the earlier of the date Software is made available for download or installation, or the date that ITUS ships the tangible media containing the Software, and (ii) for Cloud Services, the date on which the Cloud Service is made available for Your use; or (b) where Usage Rights in Software and Cloud Services are granted together, the earlier of the date Software is made available for download, or the date on which the Cloud Service is made available for Your use.

"Documentation" means the technical specifications and usage materials officially published by ITUS specifying the functionalities and capabilities of the applicable ITUS Technology.

"Entitlement" means the specific metrics, duration, and quantity of ITUS Technology that You commit to acquire from an Approved Source through individual acquisitions.

"License Administrator(s)" means those Users designated by Subscriber who are authorized to purchase licenses by executing Order Forms and to create User accounts and otherwise administer Subscriber's access and use of the Service.

"Malicious Code" means code that is designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the ITUS Technology (for example, as part of some of ITUS's security products).

"Open Source Software" means software that is licensed without charge by third parties instead of Itus pursuant to the individual license terms specified by its licensor, which govern use of that software instead of this Agreement.

"Product Specific Terms" means additional product related terms and conditions applicable to the ITUS Technology, including but not limited to a ("Software License Agreement") or a ("Subscription Agreement").

"Term" means the period for which the ITUS Technology is licensed to You, as set out in the Order Form, and includes any renewal term.

"Software" means the ITUS computer programs including Upgrades and applicable Documentation.

"Third Party IPR" means a copyright, trademark, trade secret, confidentiality right, patent or other proprietary right of a third party; provided, however, with respect to patents, this term is limited to United States patents issued on or before the date of the Term.

"Third Party Software" shall mean software programs, content, processes and methodologies not licensed to You by ITUS, whether or not supplied by ITUS, by You or by others.

"Upgrades" means all updates, upgrades, bug fixes, error corrections, enhancements, and other modifications to the Software.

"Usage Term" means the period commencing on the Delivery Date and continuing until expiration or termination of the Entitlement, during which period You have the right to use the applicable ITUS Technology.

"User" means the individuals (including contractors or employees) permitted to access and use the ITUS Technology on Your behalf as part of Your Entitlement. The term User includes the plural form thereof.

"You" means the individual or legal entity licensing the ITUS Technology. You shall be interpreted to include "Your".

"Your Content" shall mean all information, works, materials, including, but not limited to data, databases, and text, created by You or offered/licensed to You through a third party that is input, imported, integrated, managed or processed by the ITUS Technology, including but not limited to Third Party Software and all data input concerning Your equipment, maintenance history, inspection history and operating conditions which the ITUS Technology utilize to perform their respective functions.
