

iVe™ End User License Agreement (EULA)
Including Terms of Warranty, Training and Support Services

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Licensee agrees to pay Berla the fees and payments for the Software, all related hardware, and services as set forth in the applicable sales order. All quoted prices are confidential and remain valid for 30 days. Berla reserves the right to modify or amend its pricing at any time after such 30-day period. All prices are quoted exclusive of any and all taxes, duties, shipping, insurance and other fees, each of which shall be paid by Licensee.

All prices and fees are payable in US dollars, and must be paid without set-off or deduction on or before the payment due date specified in the applicable sales order or, if no date is specified (i) the case of hardware or software, prior to installation or delivery, or (ii) in the case of training, prior to attendance, or (iii) in all other cases, within 30 days of the relevant invoice date. In the event Berla is required to collect or withhold any taxes or amounts, Licensee shall pay such amounts unless Licensee has provided Berla with a valid exemption certificate authorized by the appropriate taxing authority. All late payments are subject to a late fee equal to 1.5% per month on the outstanding balance, or such lesser amount that may equal the maximum amount allowed by law. In the event Berla initiates any demand, suit or action to collect any past due amount(s), Licensee agrees to pay any and all costs of enforcement and collection (including, without limitation, attorney's fees) incurred by Berla in pursuing payment or collecting past due amounts.

Licensee shall maintain complete records relating to its use of the Software and the number of computers or workstations on which it may be installed. Berla shall have the right upon reasonable notice at least twice during any calendar year to itself or have an independent third party copy and audit such records to ensure that Licensee is in compliance herewith. If an audit establishes that any amounts are owing to Licensor, Licensee shall immediately pay such amounts together with any interest due. If the amount which should have been paid for any the period audited is more than five percent (5%) greater than the amount actually paid in respect of such period, then Licensee shall pay or reimburse Berla for the cost of such audit.

Software and any Hardware are delivered FCA Berla's shipping location unless otherwise stated in the applicable sales order.

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its own information of a similar nature, which shall be no less than the degree of care and means used to protect highly sensitive information and trade secrets in the law enforcement community, and in any event, shall use best efforts to prevent the unauthorized use of Confidential Information by third parties and also prevent the unauthorized disclosure of Confidential Information to third parties. Licensee shall not use, reproduce, distribute or disclose the Confidential Information other than for the purposes specifically authorized herein. Any unauthorized use or disclosure of Confidential Information (including, without limitation, any unauthorized use or disclosure of any of the Software, related documentation, or any documents or materials that display or describe the functionality of the Software), whether in tangible form or by display (visual, by inspection or otherwise) is expressly prohibited.

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Licensee agrees that any breach or violation of this Section 5 will cause irreparable injury to Berla, that monetary damages would not be a sufficient remedy for such breach or violation, and that in addition to all other remedies Berla may have at law or in equity (i) Berla shall be entitled to seek and obtain equitable relief, including injunctive relief and specific performance, as a remedy for such breach or violation without the necessity of posting any bond or security, and (ii) Licensee shall pay Berla, in partial compensation for such breach or violation and not as a penalty, an amount equal to \$10,000 for each breach or violation of this Section 5.

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Upon the termination or expiration hereof, Licensee shall forthwith (i) discontinue the use of the Software covered by the License, (ii) return to Berla all applicable copies of the Software, (iii) remove from all computers all copies of the applicable Software, and (iv) certify to Berla that it has complied with the requirements of this paragraph 9.

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12) LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall Berla be liable for any claim, damages or other liability whether in an action of contract, tort, or otherwise, arising from, out of, or in connection with the Software, documentation or the use or other dealings in the Software or documentation. Berla shall not be liable for special, incidental, indirect, punitive, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty [including of good faith or of reasonable care], negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to Licensee's use of or inability to use the Software. In no event shall Berla's aggregate liability arising out of or in connection with this Agreement, the Software or Licensee's use of the Software exceed the total amount of fees paid to Berla hereunder with respect to the Software.

The foregoing limitations and exclusions of liability shall apply even if Berla had been advised of the possibility of any such costs, losses or damages or knew or ought to have known of such costs, losses or damages and shall apply regardless of whether the action arose in contract, including, without limitation, from a fundamental breach, or breach of a condition, fundamental term or warranty, or in tort (including, without limitation negligence) or otherwise. The foregoing provisions limiting the liability of Berla shall also apply to its officers, directors, employees, and agents as trust provisions for the benefit of such officers, directors, employees, and agents and shall be enforceable by such persons as trust beneficiaries.

13) TRAINING

Open Training Courses

Open training courses are defined as those training courses that any customer of Berla may reserve and attend. Advance student registration is required for all Berla open training courses and each training course is subject to a minimum number of students registered in order to proceed.

On the rare occasions Berla may not be able to secure the minimum student numbers, and will attempt to notify Licensee at least 30 days before, if that course is cancelled. Please do NOT commit to any travel or accommodation plans until 30 days before the course is due to commence.

Berla reserves the right to cancel an open course at any time without liability. In these circumstances, students will be offered an alternative date or refund.

Payment for training must be made a minimum of 30 days before attending the course.

Cancellation fees apply as follows to open courses:

- Within 8 weeks of the event = 25% of fee paid
- Within 4 weeks of the event = 50% of fee paid
- Within 3 weeks of the event = 75% of fee paid

Cancellations of course bookings must be made in writing at least 14 days before the start of the course.

If a cancellation is made less than 14 days before the start of the course, then no refund will be made. However, there is no charge if a substitute person from the same organization wishes to replace the original named student.

In the scenario when a student has to cancel due to unforeseen circumstances and requests their registration to be re-scheduled (at least 14 days before the start of the course). Then Berla will, where possible, allow the student to re-schedule to an alternative course within a 12 month period without penalty. If the re-scheduled class is not taken within 12 months, the booking is lost and no refund will be offered.

Berla reserves the right to cancel reservations or attendance from persons not entitled to participate or deemed to be unsuitable due to lack of technical qualifications. Such determination will be made at Berla's sole discretion.

All information and materials provided at any training are subject to the provisions of Section 5 hereof, and all training materials, presentations, manuals and information provided by Berla are "Confidential Information" of Berla. Each company sponsor and attendee will be required, as a condition of admission to any Berla training, to execute a Berla confidentiality agreement protecting such Confidential Information.

Onsite Training Courses

Onsite training courses are those courses which may be booked by customers for dedicated training of their own staff as well as those courses which are not open to all customers. As these courses are scheduled specifically for an organization, the terms and conditions vary from the Open Training Courses with regard to the following points:

An official purchase order for the training course must be placed with Berla a minimum of 30 days before the course is due to commence.

Details of the training location, course content and the number of students to be trained must be agreed in advance with Berla.

Berla reserves the right to request payment in full in advance before the course commences depending on the location, customer and circumstances of the booking in Berla's sole discretion.

Once a date for delivery of the onsite training course has been agreed it cannot be altered without the prior agreement of Berla and may incur additional fees.

Once a date for delivery of the onsite training course has been agreed and an order accepted such order shall be non-cancellable and non-refundable.

In the circumstances where a customer requests to postpone a training course to alternative dates with less than 30 days' notice, Berla reserves the right to refuse or alternatively request extra payment to cover the additional administration costs of rescheduling transportation, shipping and accommodation for the trainer.

It is the responsibility of the customer to assist Berla to enter the territory where the course is being held, by providing the correct visa permissions and also to aid with customs clearance for Berla technical equipment required for the course.

Berla cannot be held responsible for any delays to the course caused by customs and border issues beyond Berla's reasonable control which the customer had failed to advise Berla about. In such circumstances, no refunds will be given.

If, on commencement of the onsite course, the trainer finds that the classroom location is not suitable or the number of students is more than was expected to be trained, then Berla reserves the right to refuse to deliver the training, until the matter is resolved to the satisfaction of the trainer.

Berla shall not be liable for any loss or damage which may be suffered by the customer as a direct or indirect result of Berla being prevented or delayed in the delivery of training by reason of any circumstances whatsoever outside the control of Berla.

Again, all information and materials provided at any training are subject to the provisions of Section 5 hereof, and all training materials, presentations, manuals and information provided by Berla are "Confidential Information" of Berla. Each company sponsor and attendee will be required, as a condition of admission to any Berla training, to execute a Berla confidentiality agreement protecting such Confidential Information.

14) GENERAL

Any provision herein which is prohibited, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, invalidity or unenforceability, without invalidating, affecting or impairing the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent practicable, the prohibited, invalid or unenforceable provision shall be replaced, for purposes of such jurisdiction, with a permitted, valid and enforceable provision that comes closest to the intention of the parties with respect to the provision so replaced.

No amendment, modification, waiver or consent issued hereunder shall be binding or effective unless set forth in writing specifically referencing this Agreement and executed by both parties. No waiver by either of the parties hereto of any rights arising from the breach hereof shall be construed as a continuing waiver, nor shall failure to assert a breach be deemed to waive that breach or any further breach. No waiver of any of the provisions or a breach hereof shall constitute a waiver of any other provision or other breach hereof.

In the event Berla pursues any claim or action to enforce the terms of this Agreement including, without limitation, the terms of Section 5 hereof, Berla shall be entitled to recover all costs incurred in connection with such claim or action including, without limitation, any and all court costs, witness fees, costs of investigation or enforcement, and attorney's fees.

The validity and interpretation of this Agreement will be governed by, and construed and enforced in accordance with the laws of the State of Maryland. The exclusive jurisdiction for the resolution of any dispute, claim or controversy arising under or in connection with this Agreement shall be in the federal or state courts in Maryland, and the parties hereby expressly submit to and waive any objection to jurisdiction and venue in such courts

The license granted hereunder, and the rights and obligations hereunder and under the license, are not transferable or assignable by Licensee without the prior written consent of Berla.

This Agreement contains the whole of the agreement between the parties concerning the matters provided for herein and there are no collateral or precedent representations, warranties, agreements or conditions not specifically set forth herein and none have been relied on by either party as an inducement to enter into this agreement. Any additional or inconsistent terms set forth in any purchase order, common terms and conditions, contract general terms or provisions, or similar document related hereto are hereby null and void in all respects.

[End of Agreement]