## END USER LICENSE AGREEMENT (EULA)

## Last updated May 11, 2015

- 1. HYPR shall grant End User a limited, nontransferable and nonexclusive right to use, during the term of the End User Agreement, the Software.
- End User shall agree to use the Software for End User's personal purposes only, and only in connection with its relationship with HYPR. End User shall be prohibited from replicating or distributing the Software, or otherwise using the Software other than for End User's personal purposes and in connection with its relationship with HYPR.
- 3. End User's shall acknowledge the confidential nature of the Software and be bound by confidentiality provisions substantially similar to those set forth between HYPR and the party to which the End User is employed, contracted or authorized to use the software ("Receiving Party").
- 4. End User shall acknowledge that it must look solely to Receiving Party in connection with any problems or other matters concerning the Software. End User shall agree that any claim, dispute or action arising out of the End User Agreement or otherwise related to the Software shall be brought against Receiving Party only and End User shall not bring any such claim, dispute or action against any third party.
- 5. End User shall acknowledge that, as between End User and HYPR, all rights, title and interest in and to the Software is owned by HYPR or its licensors. End User shall further acknowledge that the Software constitutes proprietary information and trade secrets of HYPR or its licensors and that the Software is protected intellectual property throughout the world. End User shall acknowledge that neither End User's use of the Software nor any provision of the End User Agreement shall operate so as to transfer or convey to End User or any third party any right, title or interest in or to the Software or any associated intellectual property rights, but only a limited right of use, revocable in accordance with the terms of the End User Agreement.
- 6. End User shall agree to not, for itself, any affiliate of End User or

- any third party: sell, license, assign, or transfer the Software; decompile, disassemble, or reverse engineer the Software; copy the Software.
- 7. End User shall agree to not: (a) alter any aspect of the Software; (b) assign, transfer, distribute, or otherwise provide access to the Software to any third party; or (c) export, re-export or permit any third party to export or re-export the Software outside of the End User's country.
- 8. End User shall agree to comply with all applicable laws, regulations, and ordinances relating to its performance and the exercise of its rights under the End User Agreement.