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7. ANTICORRUPTION LAWS. Licensee acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act (the “FCPA”) and the U.K. Bribery Act of 2010 (“UKBA”) and agrees to comply with its terms as well as any provisions of local law or CipherCloud’s corporate policies and procedures related thereto. Licensee further understands the provisions relating to the FCPA and UKBA’s prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party’s influence with that government, to obtain or retain business involving the Software. Licensee agrees to not violate or knowingly let anyone violate the FCPA or UKBA, and Licensee agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anticorruption or antibribery law.

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9. CONFIDENTIALITY. Each party agrees: (i) to hold the other party’s Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties, except as described below; and (iii) not to use any Confidential Information except for the purposes of this EULA. Each party may disclose the other party’s Confidential Information to its responsible employees and contractors with a bona fide need to know, but only to the extent necessary to carry out the purposes of this EULA, and only if such employees and contractors are subject to a nondisclosure agreement sufficient to protect the other party’s Confidential Information hereunder. The restrictions set forth in this section shall not apply to any Confidential Information that the receiving party can demonstrate: (a) was known to it prior to its disclosure by the disclosing party; (b) is or becomes publicly known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such disclosure without restriction; (d) is independently developed by the receiving party; (e) has been approved for release by the disclosing party’s prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice thereof, to the extent practicable, to enable the disclosing party to seek a protective order or otherwise prevent such disclosure. The parties agree that a breach of this section may cause irreparable damage which money cannot satisfactorily remedy and therefore, the parties agree that in addition to any other remedies available at law or hereunder, the disclosing party shall be entitled to seek injunctive relief for any threatened or actual disclosure by the receiving party.

10. GENERAL.

10.1 Independent Contractors. The parties are and at all times shall be and remain independent contractors as to each other, and at no time shall either party be deemed to be the agent or employee of the other. No joint venture, partnership, agency, or other relationship shall be created or implied as a result of this EULA. Furthermore, neither party shall have the authority to, and shall not purport to, enter into any contract or commitment on behalf of the other party.

10.2 Governing Law. This EULA, and any and all actions arising from or in any manner affecting the interpretation of this EULA, shall be governed by, and construed solely in accordance with, the laws of the State of California, without giving effect to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Santa Clara County, California for any action permitted by this section, any challenge to this section or judgment upon the award entered. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act (UCITA), or any similar federal laws or regulations enacted, to the extent allowed by law shall not apply to this EULA.

10.3 Equitable Relief. Licensee acknowledges that CipherCloud would suffer immediate and irreparable harm for which monetary damages would be an inadequate remedy if Licensee were to breach its obligations under Sections 2.2 (Restrictions) or 2.3 (Ownership). Licensee therefore expressly agrees that CipherCloud shall be entitled to obtain equitable relief, including injunctive relief, from any court having jurisdiction, in order to protect rights and interests in connection with Section 2 of this EULA or in connection with any license restriction contained herein. Such remedy shall be in addition to such other remedies as may be available at law or in equity.

10.4 Evaluation. Notwithstanding anything to the contrary herein, if Licensee is using the Software for evaluation purposes then such use may be subject to CipherCloud’s then current evaluation terms and conditions or other mutually agreed upon terms to govern such evaluation. In the absence of such separate terms and conditions, this EULA shall govern Licensee’s use of the Software.

10.5 Notices. All notices permitted or required by this EULA shall be in writing and shall be delivered by personal delivery, national express courier with a tracking system, or by certified or registered mail, return receipt requested, and shall be deemed given, respectively, on the date of personal delivery, five (5) days after deposit in the mail, or on the date of delivery by courier. Notices shall be addressed to “Legal” and sent to the addresses set forth in the Ordering Document(s). Either party may amend its address for notice upon written notice to the other.

10.6 Waivers; Amendment. No waiver of any terms or conditions of this EULA shall be valid or binding on a party unless such party makes the waiver in hardcopy writing signed by an authorized representative of that party. The failure of one party to enforce any of the provisions of this EULA, or the failure to require at any time the performance of the other party of any of the provisions of this EULA, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a party to enforce each and every provision thereafter. This EULA may not be altered, amended, modified, or otherwise changed in any way except by a hardcopy written instrument signed by the authorized representatives of each party.

10.7 Severability. If any provision of this EULA is found or held to be invalid or unenforceable by any tribunal of competent

jurisdiction, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this EULA, which shall remain in full force and effect.

10.8 Entire Agreement. This EULA may be executed in counterparts. Each party represents and warrants that the person signing this EULA on such party's behalf has been duly authorized and empowered to enter into this EULA. This EULA shall take precedence over any conflicting or inconsistent terms and conditions accompanying any document submitted by Licensee to CipherCloud. Any pre-printed or standard terms of any purchase order, confirmation, or similar form, unless signed by CipherCloud after the effectiveness hereof, shall have no force or effect. Licensee's installment or use of the Software constitutes a binding commitment on Licensee for all related payments and is non-cancellable.