

Terms & Conditions

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6. **Configuration.** You will need to configure the Prism Product to your specifications. You are solely responsible for the configuration settings you select and the outcome that results from such configurations.
7. **Verification Features.** Licensee hereby acknowledges and agrees that the Prism Product may contain a number of methods to verify and support Prism Product use. These methods may include technological features that monitor Prism Product use, prevent unauthorized use and provide Prism Product deployment verification.

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10. **Payments.** All fees specified in each applicable Ordering Document shall be due and payable as set forth in the Ordering Document. All fees shall be charged in advance to the payment method stipulated in the Ordering Document. If set forth in an Ordering Document, Prism may charge your payment method automatically as payments become due without requiring prior authorization in each instance. Licensee shall be responsible to reimburse Prism for any costs of collections for overdue amounts, including attorney's fees. All amounts payable hereunder are non-refundable and shall not be subject to any set-off or deduction. All fees are exclusive of any applicable taxes, duties and similar governmental charges, and Licensee is responsible for payment of all such amounts, including sales tax, value added tax (VAT), withholding taxes, export, import and other duties imposed by any governmental agency in connection with this Agreement. If any such taxes are required to be withheld, Licensee shall pay an amount to Lessor such that the net amount payable to Lessor after withholding of taxes shall equal the amount that would have been otherwise payable under this Agreement. Prism will charge Licensee for any applicable taxes. Licensee agrees to hold harmless Lessor from all claims and liability arising from Licensee's failure to report or pay such taxes, duties or other governmental charges.
11. **Required Equipment/Services.** Licensee is solely responsible for acquiring and maintaining all of the equipment, software, cloud resources, services and items necessary

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15. **Warranty Disclaimers.**
 1. AS BETWEEN LICENSEE AND PRISM, THE PRISM PRODUCT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
 2. PRISM DOES NOT WARRANT THAT (i) THE PRISM PRODUCT WILL OPERATE ERROR-FREE, (ii) PRISM will correct any errors in the PRISM PRODUCT; OR (iii) THE PRISM PRODUCT WILL SUCCESSFULLY MASK OR ISOLATE AN ENTITY'S IDENTITY.
 3. PRISM DOES NOT PROVIDE A WARRANTY AGAINST, AND LICENSEE AGREES THAT PRISM SHALL NOT BE HELD RESPONSIBLE FOR, ANY CONSEQUENCES TO LICENSEE OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS, ERRORS OR FAILURES OF

THE PRISM PRODUCT TO OPERATE AS ANTICIPATED OR IN ACCORDANCE WITH THE DOCUMENTATION.

4. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

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1. UNDER NO CIRCUMSTANCES SHALL PRISM BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE PRISM PRODUCT.
2. IN ANY EVENT, PRISM'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM LICENSEE'S USE OF OR INABILITY TO USE THE PRISM PRODUCT, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY LICENSEE TO PRISM FOR USING THE PRISM PRODUCT WITHIN THE THREE (3) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.
3. THE FOREGOING LIMITATIONS AND EXCLUSIONS IN THIS SECTION 17 SHALL APPLY: (i) EVEN IF PRISM HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES OR LOSSES; (ii) EVEN IF ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE; AND (iii) REGARDLESS OF THE BASIS OR THEORY OF LIABILITY.

17. Indemnity. Licensee agrees to defend, indemnify and hold harmless Prism and its affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from Licensee's violation of this Agreement. Without derogating from or excusing Licensee's obligations under this Section 18, Prism reserves the right (at Licensee's own expense), but is not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by Licensee if Licensee chooses not to defend or settle it. Licensee agrees not to settle any matter subject to an indemnification by Licensee without first obtaining Prism's express approval.

18. Export Laws. Licensee agrees to comply fully with all U.S. and all applicable export laws and regulations to ensure that neither the Prism Product nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. For clarity, and without derogating from Section 21 (Term and Termination) below, in case of any change of any applicable law, policy or regulation, which might affect Prism's business, Prism will have the right to terminate this Agreement and the license granted hereunder and the Licensee shall have no claims regarding such termination.

19. Updates and Upgrades. Prism may from time to time provide updates or upgrades to the Prism Product (each a "Revision"), but is not under any obligation to do so. Such Revisions will be supplied according to Prism's then-current policies, which may include automatic updating or upgrading without any additional notice to Licensee. Licensee consents to any such automatic updating or upgrading of the Prism Product. All

references herein to the Prism Product shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original Prism Product, unless the Revision is accompanied by a separate license agreement which will govern the Revision.

20. Term and Termination.

1. **Term.** Unless terminated earlier in accordance with the terms of this Agreement, this Agreement and the License granted herein is effective for the duration of the term set forth in Ordering Document.
2. **Termination.** Prism reserves the right, at any time, to: (i) discontinue or modify any aspect of the Prism Product; and/or (ii) terminate this Agreement and an Ordering Document and Licensee's access to, and use of, the Prism Product, and shall not be liable to Licensee or any third party for any of the foregoing. Either party may terminate this Agreement and an Ordering Form for convenience at any time upon notice. If you terminate for convenience, then your subscription will continue for the period for which you have paid, and any prepaid payment will not be refunded.
3. **Effect of Termination.** Upon termination of this Agreement, Licensee shall (i) cease all use of the Prism Product; and (ii) delete uninstall (as applicable) and delete all copies of the Software or other digital materials provided by Prism which are in Licensee's possession or control.
4. **Survival.** Any provision of this Agreement which by its nature is intended to survive termination or expiration of this Agreement and any rights accrued by either Licensee or Prism under this Agreement, shall survive termination of this Agreement.

21. Suspension. If Prism reasonably believes that Licensee is using the Prism Product in a manner that may cause harm to Prism or any third party then Prism may, without derogating from its right to terminate this Agreement for any breach hereof, suspend Licensee's access to the Services until such time as Prism reasonably believes the threat of harm, or actual harm, has passed.

22. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by Licensee but may be assigned by Prism without restriction or notification. Any assignment in breach of this Agreement shall be null and void.

23. Governing Law and Disputes. This Agreement, and any disputes between Licensee and Prism in connection with this Agreement or the Prism Product shall be governed by and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws rules. Licensee agrees to submit to the personal and exclusive jurisdiction of the courts located in Montgomery County, Maryland, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, Prism may seek injunctive relief or other relief necessary to prevent or restrain a breach of this Agreement in any jurisdiction.

24. General. This Agreement, including the preamble to this Agreement, shall constitute the entire agreement between Licensee and Prism concerning the Prism Product. In the event of a conflict between this Agreement and any Ordering Document, the terms of this Agreement shall prevail with respect to the subject matter of such notice. Prism hereby rejects any term, provision or condition in a Licensee purchase order or other communication which conflicts with, or purports to add to or modify this Agreement and any such term, provision or condition shall be deemed stricken and shall not be binding

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25. **Agreement Changes.** Prism may modify this Agreement from time to time. Changes to this Agreement will be sent to you via email and will be indicated by version date. You agree to be bound to any changes to this Agreement when you use the Prism Product after the subsequent renewal of the subscription term for the Prism Product. It is therefore important that you keep your contact information current in your account settings to ensure you are informed of changes. You agree that you will read the messages we send you to inform you of any changes.

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