

## Labyrinth Security Solutions Terms & Conditions

**IMPORTANT — READ CAREFULLY:** This End User License and Warranty Terms & Conditions (this "**Agreement**") is a legal agreement between you, a license purchaser and/or any end user, either an individual or an entity, including their employees and third party contractors who provide services ("You" or "Your") and LABYRINTH SECURITY SOLUTIONS sp. z o.o. ("LABYRINTH") for the license of one or more of the LABYRINTH software products (the "Software") either embedded in the LABYRINTH hardware device (the "Hardware") or not embedded, and for the warranties for such Software and / or Hardware. The Software and / or Hardware are collectively /or individually referred to as, the "Product". By breaking the seal on the envelope containing the Software or accessing, installing, copying or otherwise using the Software or Hardware in any way, You agree to be bound by the terms of this Agreement. If You do not agree to the terms of this Agreement, LABYRINTH is unwilling to **license the Product to You**. In such event, You may not access, use or copy the Product and You should promptly contact LABYRINTH or the LABYRINTH authorized reseller from whom You licensed the Product for instructions on return of the Product. **WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT.**

1. **SOFTWARE.** The Software includes all component parts and features, any copies or derivatives thereof in whole or in part, any associated media and the following: machine-readable runtime instructions and object code, whether or not in printed form, and not in the form of human readable (source) code; machine-readable data, such as a data base; related licensed materials, including user documentation in any form; and all enhancements and modifications thereto furnished by LABYRINTH or its authorized resellers. The Software is licensed, not sold, to You for Your use only as provided herein. LABYRINTH reserves all rights not expressly granted to You under this Agreement.

2. **SOFTWARE LICENSE.** 2.1 **Ownership.** The Software and Hardware are protected by International patent, copyright laws and/or other intellectual property laws, and international treaty provisions. You acknowledge that LABYRINTH and its third party licensors, if any, retain all title to and, except as expressly and unambiguously licensed herein, all rights and interest in (a) the Software, including, but not limited to, all copies, versions, customizations, modifications (to the Software or LABYRINTH's templates and pattern files provided by You to LABYRINTH), compilations and derivative works thereof (by whomever produced) and all related documentation; (b) the LABYRINTH trademarks, service marks, trade names, icons, logos and domain names; (c) any and all copyright rights, patent rights, trade secret rights and other intellectual property and proprietary rights throughout the world in the Software and Hardware; and (d) all Confidential Information (as defined below). You acknowledge that Your possession, installation, or use of the Software does not transfer to You any ownership, title, or registrable interest of any kind to the intellectual property in the Software, and that You will not acquire any rights to the Software except as expressly set forth in this Agreement. Should You decide to submit any materials to LABYRINTH via electronic mail, through or to LABYRINTH website(s), or otherwise, whether as feedback, data, questions, comments, ideas, concepts, techniques, suggestions or the like, You agree that such submissions are unrestricted and shall be deemed non-confidential upon submission. You grant to LABYRINTH and its assigns a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license, with the right to sublicense, to use, copy, transmit, distribute, create derivative works of, commercialize, display and perform such submissions. 2.2 **Restrictions.** You agree not to: (i) rent, lease, sublicense, loan, sell, distribute, market or commercialize any portion of the Software or its components; (ii) install, store or execute the Software on any server, desktop, or other computer operated by any parent, subsidiary, and/or affiliated company of You or by any other party; (iii) permit any third parties to benefit from the use or functionality of the Software, either directly or via a facility management, timesharing, service bureau or any other arrangement; (iv) assign or otherwise transfer any or all of the rights granted to You under this Agreement without LABYRINTH's prior written consent; (v) rename files of, modify, translate, localize, decompile, disassemble, decrypt, emulate, reverse engineer, attempt to derive source code from, remove any proprietary notices from, or create derivative works based upon the Software, in whole or in part, to the maximum extent permitted under applicable law; (vi) You will not contest nor oppose any Intellectual Property Rights associated with the Software nor will you advise or consult with any party engaging in such contest; (vii) remove any proprietary notices or labels on the Software, including, but not limited to, the LABYRINTH and Software names wherever they may appear; (viii) employ or authorize a LABYRINTH Competitor (LABYRINTH Competitor is defined as a person or entity in the business of developing, distributing, or commercializing Internet security products or services substantially similar to or competitive with LABYRINTH's products or services) to use or view the LABYRINTH Products, documentation and any other LABYRINTH information; (ix) cause, encourage or assist any third party to do any of the Section Restrictions, or will not offer a competing product or functionality for sale and /or license; (x) conduct any benchmark or stress tests, competitive analysis on, or publish any performance data of LABYRINTH products / services (provided that this does not prevent Customer from comparing the Software to other products solely for Your internal use.) in similar clauses in other International regulations. You shall not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software.

### 2.3 Payment Terms, Taxes, License Term and Termination.

You shall pay all invoices issued by LABYRINTH or LABYRINTH's resellers under this Agreement within terms stated in an Order Form. In consideration of the Software licenses and Support Service obligations granted to You, one-time and first year Subscription Fee shall be invoiced on the Order Form Effective Date. Subsequent Subscription Fees shall be invoiced thirty (30) days, but no less than applicable payment terms, before the annual anniversary of the Delivery Date. All payments are non-refundable. All amounts that are not paid by You when due shall be subject to a late charge equal to one and one-half percent (1.5%) per month, or, if less, the maximum amount allowed by applicable law, calculated on the outstanding balance from the due date until the date of full payment. If payment of any fee is overdue, LABYRINTH, at its sole discretion, may suspend licenses, provision of the Services and/or cancel Subscription or Subscription renewal related to the overdue fee until such delinquency is corrected. All purchase orders placed with LABYRINTH shall be subject to LABYRINTH's written acceptance, and the purchase order(s) shall not change, alter, or modify any term of this agreement, and no purchase order shall be binding upon LABYRINTH until the earlier of the date of LABYRINTH's written acceptance of such purchase order in the form of an invoice or the date of delivery of Software licenses or Support Services included in such purchase order. You shall be responsible for payment of all taxes (other than taxes based on LABYRINTH's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from any

payments due to LABYRINTH under this Agreement or the delivery of the Software to, license of the Software to, or performance of any services for, You. LABYRINTH shall invoice You for all such fees, duties, and charges. You shall make all payments to LABYRINTH free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments to LABYRINTH shall be Your sole responsibility, and You shall provide LABYRINTH with official receipts issued by the appropriate taxing authority, or such other documentary evidence that LABYRINTH may reasonably request, to establish that such taxes have been paid. This Agreement is effective as of the date the Product is received and will terminate when the support and / or subscription services for the Product (s) are not renewed, or if this is an assessment/evaluation order, as stated on the order form mechanism (the "Term"). This Agreement will also terminate automatically and immediately if You fail to comply with any term or condition of this Agreement or fail to pay any amounts due and payable to LABYRINTH or its authorized reseller, and such termination shall be in addition to and not in lieu of any criminal, civil or other remedies available to LABYRINTH. Upon such termination, You agree to immediately stop using the Software, purge the Software from the Hardware, destroy any copies of the Software and related documentation in any form, and provide LABYRINTH written certification of the same. Sections 3 through 16 shall survive any termination of this Agreement. 2.4 Third Party Programs & Open Source. Embedded Third Party Products. Certain components of the Products may incorporate third-party software programs, data and/or libraries ("Third Party Components"). You agree that LABYRINTH's third-party licensors and suppliers are intended third party beneficiaries of all terms and conditions of this license intended to protect intellectual property rights in the Products and limit certain uses thereof; however, such third-party licensors have no obligations hereunder. Open Source Software. Certain of the Products may include open source software, which is subject to the terms of the applicable open source software license agreement. The licensing terms in such open source software license agreement shall supersede the licensing terms of this Agreement to the extent required by the applicable open source license agreement. All open source software is provided WITHOUT ANY WARRANTY INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If (and to the extent) required by the applicable open source software license agreement, LABYRINTH will make available the required source code for the applicable open source software in response to Customer's request emailed to info @ labyrinth.tech. This clause 2.4 does not grant You any rights to the proprietary code or other intellectual property of LABYRINTH. 2.5 Hardware. If the Software is shipped embedded in Hardware, the Hardware could have been pre-installed and/or refurbished.

**3. HIGH RISK ACTIVITIES.** The Software is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). LABYRINTH expressly disclaims any express or implied warranty of fitness for High Risk Activities.

**4. CONFIDENTIALITY.** You agree that the Software, including, but not limited to, all source and object code components, screen shots and displays, graphical user interfaces, algorithms, formulae, data structures, scripts, application programming interfaces and protocols, benchmark or performance test results performed by You, and the documentation (collectively the "Confidential Information") are trade secrets of LABYRINTH and are owned by LABYRINTH or, where applicable, its third-party licensors. You agree to retain all Confidential Information in strict confidence at least with the same amount of diligence that You exercise in preserving the secrecy of Your most-valuable information, but in no event less than reasonable diligence. You agree to: (i) only disclose Confidential Information to Your employees and agents to the extent required to use the Software under the terms of this Agreement and not to disclose or disseminate the Confidential Information to any third party without the prior written consent of LABYRINTH, (ii) use the Confidential Information solely for Your benefit as provided for herein and not to allow any third party to benefit from the Confidential Information; (iii) bind Your employees and agents, by terms no less restrictive than those set forth herein, to maintain the confidentiality of such Confidential Information, and not use or disclose such information except as permitted under this Agreement; and (iv) You will not use any Confidential Information in any way detrimental to LABYRINTH. Notwithstanding the disclosure of any Confidential Information for any reason, such Confidential Information shall continue to be owned by LABYRINTH or its licensors. Nothing contained herein shall be deemed to prevent You from disclosing or disseminating Your data, in any format or any report, to whomever You so choose. LABYRINTH reserves the right to disclose any personal information about You or Your use of the Product, including its contents, without Your consent, if LABYRINTH has a good faith belief that such action is necessary to: (i) comply with legal requirements or process; (ii) protect and/or defend the rights or property of LABYRINTH, its affiliates or suppliers; or (iii) enforce the terms of this Agreement.

**5. ACCEPTANCE.** In the event that this agreement is the result of a Customer Evaluation Agreement then the LABYRINTH Product is considered accepted and the warranty period shall begin as of the earlier of either the Purchase Order date or the expiration date of the Customer Evaluation Agreement. In the event this is the result of a Purchase Order or telephonic and/or facsimile order or that there are multiple sites, acceptance of the LABYRINTH Product, or any part thereof, at the first such delivery shall constitute acceptance at all sites and / or subsequent sites.

**6. INTELLECTUAL PROPERTY RIGHTS; NO REVERSE ENGINEERING.**

a. Subject to the license granted You pursuant to this Agreement, LABYRINTH and its licensors retain all right, title and interest in and to the LABYRINTH Product(s), including all intellectual property rights therein. The parties agree that all inventions, product improvements, and modifications to the LABYRINTH Product(s) conceived of or made by LABYRINTH that are based, either in whole or in part, on Your ideas, feedback, suggestions, work order, or recommended improvements are the exclusive property of LABYRINTH, and all right, title and interest in and to any such inventions, product improvements, and modifications will vest solely in LABYRINTH. b. The LABYRINTH Product(s) contain copyrighted material, trade secrets and other proprietary information protected by copyright laws, international copyright treaties, and trade secret laws, as well as other intellectual property laws. To protect LABYRINTH and its licensors' rights in the LABYRINTH Product(s), You agree and warrant that You will not decompile, "unlock", reverse engineer, disassemble, or otherwise translate the Software Programs included in the LABYRINTH Product(s) to human-perceivable form. You further agree not to create competing products and/or services, nor apply for Intellectual Property or patent protections using any knowledge acquired from the use of LABYRINTH Product (s) or LABYRINTH solutions

or LABYRINTH Documentation, nor adapt, vary, enhance or modify any portion of the LABYRINTH Product(s), nor permit any person or entity under its control to do so. In no event will You alter, remove or destroy any copyright notice or other proprietary notices included in the LABYRINTH Product(s). LABYRINTH reserves all rights not expressly granted herein.

7. PERFORMANCE WARRANTIES and LIABILITY LIMITATIONS. A) PERFORMANCE WARRANTIES: a. LABYRINTH warrants that, for sixty (60) days following acceptance of the LABYRINTH Product(s) and / or services furnished under this Agreement or the deliverables provided pursuant to a Work Order hereunder (the "Warranty Period"), the Licensed Software, exclusive of Third Party Materials, will substantially conform to its documentation. LABYRINTH does not warrant that the Licensed Software will perform without error or that it will run without immaterial interruption. To the extent that You notify LABYRINTH in writing during the applicable Warranty Period of any material non-conformity of the LABYRINTH Product(s) or deliverables with such acceptance level, and provide LABYRINTH with (a) Your estimation of the severity of such non-conformity and (b) such printouts, typescripts, documentation and other details of such non-conformity as LABYRINTH shall request, LABYRINTH's sole obligation and Your sole and exclusive remedy for breach of this warranty is to use reasonable commercial measures to remedy or provide a work-around for such non-conformity. In determining the timing of its response, LABYRINTH shall be entitled to take into account the severity of the non-conformity. In the event that LABYRINTH determines that the LABYRINTH Product(s) is not in non-compliance in such respect, You shall reimburse LABYRINTH for its services at LABYRINTH's then current consulting rate for such services. In the event that this agreement is the result of a Customer Evaluation Agreement then the LABYRINTH Product is considered accepted and the warranty period shall begin as of the earlier of either the Purchase Order date or the expiration date of the Customer Evaluation Agreement. In the event that there are multiple sites, acceptance of the LABYRINTH Product, or any part thereof, at the first such delivery shall constitute acceptance at all subsequent sites. b. To the extent its agreement with a supplier of Third Party Materials permits, LABYRINTH shall pass through to You any performance warranty relative to such Third Party Materials; provided, however, that LABYRINTH makes no additional or supplemental warranty with respect thereto. c. LABYRINTH warrants that its technical and consulting services will be of a professional quality conforming to generally accepted industry standards and practices. During the thirty (30) day period following completion of any such services, LABYRINTH shall, upon receipt of written notice from You describing a breach of the foregoing Warranty in such reasonable detail as is requested by LABYRINTH, will at its own expense, and as CUSTOMER'S sole and exclusive remedy for breach of this warranty, promptly re-perform the Professional Services the services described in such written notice so as to conform to generally-accepted industry standards and practices. d. These warranties do not cover defects or nonperformance due to causes and products external to the Licensed Product(s), and are not valid with respect to such defects or nonperformance. e. If the LABYRINTH Product(s) is not in substantial compliance with the warranties contained in this Agreement at the end of the Warranty Period, LABYRINTH shall extend the Warranty Period until the LABYRINTH Product(s) is brought into such compliance. f. If any modification is made to the LABYRINTH Product(s) by You without LABYRINTH's approval, this Warranty shall immediately be terminated with respect to such modified software. Correction for difficulties or defects traceable to Your unauthorized modifications or unauthorized systems changes shall be billed to You at LABYRINTH's standard time and material charges. g. LABYRINTH makes no warranties with regard to Third Party Materials. LABYRINTH agrees to transfer and assign to You all of LABYRINTH's rights and interests in and with respect to all purchase agreements for Third Party Hardware Materials being supplied under this Agreement, if any. The preceding sentences, in conjunction with Your right to terminate this Agreement for breach where applicable, states Your sole remedy and LABYRINTH's entire liability for breach of the warranty. B) NO OTHER WARRANTIES: UNLESS OTHERWISE SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND **FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES THE PARTIES SPECIFIC LEGAL RIGHTS. THE PARTIES MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.** C) LIABILITY LIMITATIONS: i. **IN NO EVENT SHALL LABYRINTH, OR ANY APPLICABLE LICENSOR, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR INDIRECT DAMAGES, IN CONNECTION WITH OR ARISING OUT OF THE LICENSES GRANTED HEREIN OR YOUR USE OF THE LICENSED MATERIALS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY AND REGARDLESS OF WHETHER LABYRINTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** ii. NO LIABILITY FOR DAMAGES. TO THE MAXIMUM EXTENT PERMITTED

BY APPLICABLE LAW, IN NO EVENT SHALL LABYRINTH BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PATENT AND OTHER INTELLECTUAL PROPERTY CLAIMS, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE SOLUTION, EVEN IF LABYRINTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ENTIRE LIABILITY FOR LABYRINTH UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR PRODUCTS IN CONNECTION WITH THE CLAIM BY YOU TO LABYRINTH IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION APPLIES REGARDLESS OF WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THESE LIMITS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF **LIABILITY** FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO THE PARTIES. IF ANY JURISDICTION HAVING APPLICABILITY TO THIS AGREEMENT DOES NOT PERMIT ANY SUCH LIMITATIONS AND/OR EXCLUSIONS, THEN (I) EACH WARRANTY THAT CANNOT BE EXCLUDED WILL BE LIMITED IN TIME TO THE DURATION OF THE APPLICABLE WRITTEN WARRANTY CONTAINED IN SECTION a; AND (II) LABYRINTH'S TOTAL LIABILITY TO YOU FOR BREACH UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT STATED IN THIS SECTION. YOU HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE YOUR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY SUCH ACTION. iii. YOU ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE MATERIAL AND ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

You also acknowledge and agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

8. **Audit.** An auditor, selected by LABYRINTH and reasonably acceptable to You, may, upon reasonable notice and during normal business hours, but not more often than once each year, inspect Your records and deployment in order to confirm that Your use of the Licensed Software complies with this License Agreement and the applicable License Instrument (e.g. Data in Motion nodes stated are equal to or less than the number of nodes monitored.) LABYRINTH shall bear the costs of any such audit, except where the audit demonstrates that the Manufacturer's Suggested Reseller Price (MSRP) value of Your non-compliant usage exceeds five percent (5%) of the MSRP value of Your compliant deployments. In such case, in addition to purchasing appropriate licenses for any over-deployed Licensed Software, You shall reimburse LABYRINTH for the auditor's reasonable actual fees for such audit.

9. **Severability.** If any provision of this Agreement is determined by a court to be unenforceable, the parties agree that the provision will be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.

10. **Statutes of Limitation.** No action, regardless of form, arising out of this Agreement may be brought by You more than 12 (twelve) months after the cause of action has arisen.

11. **Force Majeure.** Neither party shall be liable for any claims, damages, refunds, or costs hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of: (1) any provision of any present or future law or regulation of Poland or any applicable law that applies to the subject matter hereof; or (2) anything such as strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government action, acts of terrorism, earthquakes, power outages, epidemic / pandemic / viral or communicable disease outbreak, quarantines, lack of or inability to obtain fuel, power, components, or materials, disruption of supply chains, disruption of transportation systems, disruption of labor force, national emergency, or any other cause that is beyond the reasonable control of such party.

12. **Insurance and Waiver of Subrogation.** You agree to obtain insurance coverage to cover 100% of any losses incurred due to Your reliance on LABYRINTH's software or services. You shall look solely to your insurer for recovery of any loss and You hereby waive any and all claims for such loss against LABYRINTH and that Your insurance policy will contain a clause providing that such waiver would not invalidate the coverage.

13. **BASIS OF BARGAIN.** EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL, BARGAINED FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

14. **Headings.** Paragraph and section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

15. **Amendments.** LABYRINTH reserves the right, at its sole discretion and without notice to You, to change, modify, add or remove portions of this Agreement at any time, with the most current version found at <https://labyrinth.tech> or You can email a request to receive the most recent version to [info@labyrinth.tech](mailto:info@labyrinth.tech).

16. **General.** The foregoing terms comprise the entire and exhaustive statement of the agreement between LABYRINTH and You relating to or arising out of Your use of the Product. No modification, whether oral or written, to any of the above terms and conditions will be binding unless specifically agreed to in writing and signed by a duly authorized officer of LABYRINTH. The above terms shall prevail notwithstanding any different or inconsistent terms in any ordering or other document issued by You. All rights not expressly granted are reserved by LABYRINTH. Failure or delay in enforcing any right or term or condition of this Agreement shall not be deemed a waiver of such right or term or condition with respect to any subsequent breach or continuance of any existing breach after demand for strict performance. If any term or condition shall be held by a court of competent jurisdiction to be unenforceable, that term or condition shall be interpreted as broadly as possible to give effect to the intent of the parties, and the remaining terms and conditions of this Agreement will remain in full force and effect. If LABYRINTH employs attorneys to enforce any rights arising out of or relating to this Agreement, then LABYRINTH shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses. You hereby acknowledge a breach of this Agreement would cause irreparable harm and significant injury to LABYRINTH that may be difficult to ascertain and that a remedy at law would be inadequate. You agree that LABYRINTH shall have the right to seek and obtain immediate injunctive relief, without the posting of a bond, to enforce the obligations under this Agreement in addition to any other rights and remedies it may have. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.