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 - (iii) distribute or otherwise make the Software or any password, key, or other access code for the Software available to any third party;
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 - D. You may make a reasonable number of copies of the Software solely for backup or archival purposes and a reasonable number of copies of the documentation that accompanies the Software solely for your internal use in connection with your use of the Software.

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- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from other internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

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Addendum A Evaluation License; Pre-Release Software Terms

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- A. You agree to make, upon reasonable notice, all applicable records available for review by CUTSFORTH during normal business hours so as to permit CUTSFORTH to verify your compliance with the terms and conditions of this Agreement. CUTSFORTH may, upon written notice, inspect your use of the Software during normal business hours to ensure your compliance with this Agreement. Further, if you are a business or other entity, you agree that upon the request of CUTSFORTH or its authorized representative you will promptly document and certify in writing to CUTSFORTH that you and your employees' use of the Software complies with the terms and conditions of this Agreement. If the results of any such inspection indicate the underpayment by you of applicable fees due and payable to CUTSFORTH, you must immediately pay such amounts to CUTSFORTH and reimburse CUTSFORTH for the cost of such inspection.
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A. Governing Law; Venue

This Agreement is governed by the laws of the State of New York, U.S.A., exclusive of any provisions of the United Nations Convention on the International Sale of Goods, and without regard to principles of conflicts of law. The non-exclusive venue for all actions under this Agreement will be in the courts located in Minneapolis, MN, U.S.A. and the parties agree to submit to the jurisdiction of such courts.

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- C. If any action is brought by either party to this Agreement against the other regarding the subject matter hereof, the prevailing party will be entitled to recover, in addition to any relief granted, reasonable attorney's fees and court costs.
- D. If any provision of this Agreement is held invalid, the offending clause will be modified so as to make it enforceable, as modified, and the remainder of this Agreement will continue in full force and effect.
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ADDENDUM A – Evaluation License; Pre-Release Software Terms

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