



Caregility End User Licensing Agreement

Table of Contents

1. Definitions	2
2. Background.....	2
3. Scope of Delivery	3
4. Software License.....	4
5. Representations and Warranties	6
6. Reserved.....	7
7. Limitation of Liability	7
8. Indemnifications	8
9. Term and Termination	9
10. Invalid Clauses	10
11. Force Majeure	10
12. Confidentiality	10
13. Assignment.....	11
14. Variation of the Contract.....	11
15. Venue and Jurisdiction	11
16. Miscellaneous.....	12

1. Definitions

In this Agreement expressions written with capital letters shall, unless the context otherwise requires, have the following meaning:

Customer:	The licensee under this Agreement.
Agreement:	This End User License Agreement
Documentation:	The documentation and technical specifications for the Software, SaaS, and Platform as provided by Caregility.
Effective Date:	The date of this Agreement.
MSA:	The Master Subscription, Purchase and Services Agreement
Purchase Order:	The order confirmation issued by Customer to Caregility
Parties:	Caregility Corporation (“Caregility”) and the Customer
Party:	Either of Caregility and the Customer
Caregility:	Caregility Corporation (“Caregility”), a corporation incorporated in New Jersey
Software:	iConsult Mobile iConsult Bedside Caregility End point (APS) software
SaaS and Platform:	iObserver iConsult Caregility Cloud Platform as a Service (“PaaS”)

2. Background

Caregility is a developer and supplier of advanced application software and platform for telecommunications purposes. Caregility’s solutions are software applications, both downloadable and available in Software as a Service (“SaaS”) format, that can be deployed on industry standard server and virtualization platforms and is designed to operate within Caregility’s proprietary telehealth PaaS.

Caregility shall license to the Customer the Software according to the provisions of this Agreement along with the terms of an accompanying MSA, Purchase Order and any Statement of Work (“SOW”) for use in connection with the SaaS and Platform. The Customer

shall use the Software in its own business solely in connection with the SaaS and Platform, and for no other purposes solely in accordance with the terms of this Agreement.

The Software and the accompanying Documentation is specified at any time at <https://caregility.com/EULA>

3. Scope of Delivery

3.1 The Software

The Software, SaaS, and Platform shall have the characteristics and functionality determined by and as set forth in the Documentation, which may be modified by Caregility from time to time.

3.2 Availability of the Software

The Software will be made available to the Customer from the date of this Agreement solely pursuant to the terms of this Agreement and the scope of the accompanying MSA, Purchase Order and any SOW.

3.3 Documentation, assistance etc.

Caregility shall give the Customer access to the Documentation required for permitted use of the Software, SaaS, and Platform.

Access to the Documentation will be provided simultaneously with the delivery of the Software and access to Platform. The Documentation is intended to be compliant with the latest Software, SaaS, and Platform versions available.

THE CUSTOMER WAIVES ANY CLAIMS OR OTHER LIABILITY RELATED TO OR DERIVED FROM ANY INCONSISTENCY OR DEFAULTS IN THE DOCUMENTATION, AND ABSENT WILLFUL MISCONDUCT, REGARDLESS OF THE BASIS FOR SUCH CLAIMS OR LIABILITY.

3.4 Support and troubleshooting/New Versions

Support relating to the Software, SaaS, and Platform shall be offered by Caregility pursuant to an accompanying Service level Agreement. Support and regular user support are not governed by this License Agreement and shall be subject to a separate agreement between the Customer and Caregility. The Customer shall have access to all new versions of the Software and Documentation released during the Term.

Caregility shall release new versions of the Software in accordance with Caregility's release roadmap, as may be amended or modified by Caregility from time to time. Caregility shall have the right in its sole discretion to require Customer to update any Software with new versions released by Caregility outside of the release roadmap.

3.5 Additional services

Caregility may upon separate agreement with the Customer, on a case by case basis, provide additional services on a consultancy basis, including e.g., installation, additional training, and development of specific features. Such work is not governed by the License Agreement and shall be subject to a separate agreement between the Customer and Caregility.

4. Software License

4.1 Grant and Permitted Use

Caregility grants to the Customer for the term of this Agreement a time-limited, non-exclusive, non-transferable license to download the Software and to use the Software, solely in its own internal business operations in accordance with this Agreement, the MSA, the Purchase Order, and any SOW for the intended purposes of the Software, SaaS and Platform as set forth in the Documentation, according to the provisions contained herein and subject to payment of applicable license fees.

Customer is not permitted to lease, rent, distribute, or sublicense the Software or any rights therein. Customer also may not install the Software on a network server, use the Software in a time-sharing arrangement or in any other unauthorized manner. Further, no license is granted to Customer in the human readable code of the Software (source code). This Agreement does not grant Customer any rights to patents, copyrights, trade secrets, trademarks, or any other rights in the Software, Platform, and Documentation.

The Agreement includes a right for the Customer to use the Software, SaaS, and Platform in tasks that are a natural component of the Customer's business. Customer represents and warrants that the users of the Software shall be employees with the Customer or consultants engaged by the Customer. The Customer will assure that the employees or consultants are bound by the terms of this Agreement including without limitation the confidentiality provisions of Section 12 of this Agreement. To the extent that any employee or consultant engaged by Customer violates the terms of this Agreement, or otherwise uses the Software, SaaS or Platform beyond the scope of the stated purpose herein or not in accordance with the Documentation, Customer shall be principally liable to Caregility for breach of this License. The Customer is not permitted without the prior written consent of Caregility to grant access to the Software, SaaS or Platform to any person outside the Customer's organization which consent may be withheld by Caregility in its sole discretion.

The Software hereunder includes certain Third Party Software, as defined below, which is subject to separate Third Party Software Licenses, as defined below. For the purposes of this Agreement, "Third Party Software" means software which is not owned by Caregility (or its affiliates) which is compiled with or linked to the Software hereunder in generating the executable file provided by Caregility. Third Party Software Licenses means the licenses, if any, to which the Third Party Software is subject. The Third Party Software Licenses for the Third Party Software or references thereto shall be provided by Caregility (a) in connection with the delivery of the licensed Software and (b) in connection with the delivery of each maintenance release of such Software in respect of which any changes thereto are made by Caregility. The

Third Party Software is subject to the Third Party Software Licenses. Any provisions of this Agreement (including, without limitation, any warranty, support, indemnity, and liability obligations) with respect to the Third Party Software are the obligations Caregility only and are not the obligation of any contributor or other licensor of the Third Party Software. Copies of all such Third Party Software Licenses will be made available upon the written request of Customer.

4.2 Restrictions

Customer is not entitled to use the Software, SaaS, or Platform after the termination or expiration of this Agreement or for any reason.

The Customer shall not without the prior written consent of Caregility:

- (i) modify, adapt, translate or otherwise alter the Software, SaaS, or Platform;
- (ii) tamper with, harm, reverse engineer, modify, decompile, disassemble or otherwise attempt to extract information from the Software, SaaS, or Platform;
- (iii) disclose, distribute, resell, lease, loan, sub-license, assign or allow any type of unauthorized third-party use or access to the Software;
- (iv) patch, update or otherwise access the Software directly;
- (vi) make copies, other than reasonably required for backup or archiving purposes and in accordance with the provisions of this Agreement, or sell or distribute such copies of the Software;
- (vii) disclose to any third party the results of any Software performance benchmarks or any specific detailed comparisons between the Software and any Customer or third-party product;
- (viii) use any functionality of the Software, or any output generated by such functionality to augment or replace functionality in a third party software product or as an add-in to any third party software product;
- (ix) import or export the Software or any Documentation (or any copies thereof) or any products utilizing the Software or any Documentation in violation of any applicable laws or regulations of the United States or the country to which you have imported or exported; or
- (ix) use the Software for any purpose that competes with the Software or to substantially duplicate its capabilities.

5. Representations and Warranties

5.1 Representation

Both Caregility and the Customer hereby warrant and represent that:

- (i) They are corporations or entities duly organized and validly existing under the laws of their respective jurisdictions and have all requisite power and authority to enter into this Agreement.
- (ii) They have the requisite power to execute and deliver this Agreement and to perform the actions contemplated or to be performed hereby.
- (iii) They will not wind up, sell any of its assets, increase its debt and/or amend its business in any way that can influence on its ability to fulfill its obligations pursuant to this Agreement.

5.2 Intellectual Property Rights

Customer agrees and acknowledges that, except with respect to any Third Party Software, Caregility owns and holds title to the Software, Platform, and any Documentation and all subsequent copies thereof regardless of the form or media. Furthermore, title, ownership rights, and intellectual property rights in the Software, Platform, and any Documentation shall remain with Caregility. The Software, Platform, and any Documentation are protected by copyright and other intellectual property laws and by international treaties.

5.3 Limitation of Warranty

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT: (I) CUSTOMER ACCEPTS THE CAREGILITY SOFTWARE, SAAS, AND PLATFORM "AS IS;" (II) CAREGILITY PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE CAREGILITY SOFTWARE, SAAS, AND PLATFORM, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS; AND (III) CAREGILITY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN CAREGILITY SOFTWARE, SAAS, AND PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE CAREGILITY PLATFORM, HARDWARE AND SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. MOREOVER, IN NO EVENT WILL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE NOTWITHSTANDING THEIR EXCLUSION BY CONTRACT. NO DEALER, AGENT, OR EMPLOYEE OF CAREGILITY IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY LIMITATION. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE CAREGILITY SOFTWARE, SAAS, AND PLATFORM REMAINS WITH CUSTOMER.

THE CAREGILITY SOFTWARE, SAAS, AND PLATFORM ARE INTENDED TO BE USED IN THE CONTEXT OF CERTAIN HEALTHCARE SETTINGS. HOWEVER, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CAREGILITY SOFTWARE, SAAS, AND PLATFORM SHALL BE USED BY CUSTOMER SOLELY AS A SUPPLEMENTAL RESOURCE TO STANDARD IN-PERSON MEDICAL CARE AND ARE NOT A SUBSTITUTE FOR IN-PERSON CONSULTATION, IN-PERSON MONITORING OF PATIENTS, OR ANY OTHER HEALTH CARE SERVICES PROVIDED BY CUSTOMER. WHEN USED IN HEALTHCARE SETTINGS, CUSTOMER AND ITS AUTHORIZED USERS ARE ULTIMATELY AND SOLELY RESPONSIBLE FOR ALL COMPLIANCE WITH AND FOR FOLLOWING ALL APPLICABLE MEDICAL PROTOCOLS AND POLICIES AND FOR ANY MEDICAL CARE AND HEALTHCARE SERVICES RENDERED TO INDIVIDUALS. CAREGILITY DOES NOT WARRANT THAT THE CAREGILITY SOFTWARE, SAAS, AND PLATFORM CAN OR SHALL BE A SUBSTITUTE FOR DIRECT IN-PERSON MEDICAL CONSULTATIONS, DIRECT IN-PERSON PATIENT MONITORING; OR DIRECT IN-PERSON TREATMENT RELATED TO A MEDICAL CONDITION. CAREGILITY EXPRESSLY DISCLAIMS, AND CUSTOMER EXPRESSLY RELEASES CAREGILITY FROM, ANY AND ALL LIABILITY RELATING TO PERSONAL INJURY, MEDICAL MALPRACTICE, OR OTHER CLAIMS RELATING TO ADHERENCE TO AND COMPLIANCE WITH APPLICABLE MEDICAL PROTOCOLS AND POLICIES AND MEDICAL CARE AND HEALTHCARE SERVICES RENDERED TO INDIVIDUALS IRRESEPECTIVE OF WHETHER THE CAREGILITY SOFTWARE, SAAS, AND PLATFORM ARE BEING USED BY CUSTOMER AT THE TIME.

CAREGILITY'S SOLE LIABILITY, AND CUSTOMER'S SOLE REMEDY IN THE EVENT OF ANY FAILURE OF THE SOFTWARE, SAAS, OR PLATFORM CAUSED BY CAREGILITY SHALL BE, IN CAREGILITY'S SOLE DISCRETION, (I) TO REPLACE CUSTOMER'S DEFECTIVE SOFTWARE, OR (II) TO ADVISE YOU HOW TO ACHIEVE SUBSTANTIALLY THE SAME FUNCTIONALITY WITH THE SOFTWARE AS DESCRIBED IN ANY DOCUMENTATION THROUGH A PROCEDURE DIFFERENT FROM THAT SET FORTH IN ANY DOCUMENTATION, OR (III) IF THE ABOVE REMEDIES ARE IMPRACTICABLE, TO TERMINATE THE AGREEMENT AND REFUND ON A PRO-RATA BASIS ANY AMOUNTS UNEARNED ON THE PURCHASE ORDER. REPAIRED, CORRECTED, OR REPLACED SOFTWARE AND DOCUMENTATION SHALL BE COVERED BY THIS LIMITED WARRANTY FOR THE PERIOD REMAINING UNDER THE WARRANTY THAT COVERED THE ORIGINAL SOFTWARE.

If any modifications are made to the Software by Customer during the warranty period, if any related media is subjected to accident, abuse, or improper use or if Customer violates the terms of this Agreement, then this warranty shall immediately terminate. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than the unmodified version of hardware and software with which the Software was designed to be used as described in the Documentation.

6. Reserved

7. Limitation of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL CAREGILITY, OR ITS SUPPLIERS OR RESELLERS, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING,

WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTIONS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE SOFTWARE, SAAS, OR PLATFORM (WHETHER OR NOT DUE TO ANY DEFECTS THEREIN OR IN ANY CAREGILITY PROVIDED HARDWARE OPERATING SUCH SOFTWARE). IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY DAMAGES EVEN IF LICENSOR SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORSEEABLE, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM LICENSOR'S NEGLIGENCE SOLELY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. IN NO EVENT SHALL LICENSOR'S LIABILITY EXCEED THE PURCHASE ORDER PRICE PAID BY CUSTOMER.

EXCEPT AS SET FORTH CUSTOMER EXPRESSLY WAIVES ANY AND ALL LIABILITY RELATING TO THE FUNCTION OF THE SOFTWARE, SAAS, PLATFORM, OR ANY CAREGILITY HARDWARE OPERATING THE SOFTWARE. CAREGILITY SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY LOSS INCURRED BY THE CUSTOMER DUE TO FAILURE OF THE SOFTWARE, SAAS, OR PLATFORM, CONNECTIVITY, OR TRANSMISSION, INCLUDING BUT NOT LIMITED TO, BLANK SCREENS, SOFTWARE FAILURE, OR UNSATISFACTORY TRANSMISSIONS.

8. Indemnifications

8.1 Customer Indemnification

Customer agrees to defend, indemnify, and hold harmless Caregility, its suppliers and its resellers from and against liabilities, costs, damages and expenses (including settlement costs and reasonable attorneys' fees) arising from any claims from anybody that result from or relate to your use, reproduction or distribution of the Software or Documentation, or your breach of any representation, warranty or obligation under this Agreement.

8.2 Intellectual Property Indemnification

Caregility agrees to defend, indemnify, and hold harmless Customer from and against liabilities, costs, damages and expenses (including settlement costs and reasonable attorneys' fees) arising from a claim, demand, suit or action alleging that the Software, Platform or Documentation infringes upon any patent or any copyright of any third-party ("IP Claims"), Caregility may at its sole discretion either:

- (i) at its own expense modify its technology or documentations or other elements that the relates to, to avoid the allegation infringement;
- (ii) obtain for the Customer the rights required to continue to use the allegedly infringing part of the Software; or

- (iii) if a claim of infringement cannot be addressed by (i) or (ii) in a commercially feasible manner, have the right to suspend or terminate the Agreement in whole or in part.

The Customer undertakes, in relation to a claim as set out above, to:

- (i) promptly and not later than twenty (20) days after receiving notice notify Caregility of any such claim of which the Customer becomes aware;
- (ii) allow Caregility to direct the defense or settlement or any other action taken;
- (iii) give Caregility all such information and assistance as Caregility may reasonably require, and
- (iv) not settle any such claim or suit related to such claims without Caregility' consent.

Caregility shall have no liability or any obligation to you regarding any IP Claim based on any modification of the Software or Documentation by you or at your direction or your combination of the Software or Documentation with any non-Caregility programs, data, hardware, or other materials, if such IP Claim would have been avoided by the exclusive use of the Software and Documentation alone.

THE FOREGOING STATES THE EXCLUSIVE REMEDY OF LICENSOR COMPANY WITH RESPECT TO ANY IP CLAIM.

9. Term and Termination

9.1 Term of the Agreement

This Agreement is binding between the Parties upon signature and shall remain binding for a period as set forth in the PO and SOW (the "Term"), unless earlier terminated. All licenses granted hereunder shall immediately terminate upon expiration of the Term.

9.2 Termination with immediate effect

If Customer fails to comply with any term or condition of this Agreement, files for bankruptcy, or is placed in receivership, all licenses granted hereunder shall immediately terminate.

9.3 Effects of termination

In the event of termination or expiration of this Agreement for whatever reason, the Customer's right to use the Software, Platform, and Documentation shall immediately cease and Caregility shall not provide any notifications or updates related to the Software, Platform, or Documentation. The Customer shall upon the expiration or termination of this Agreement immediately terminate the use of the Software, Platform, and Documentation, and shall uninstall all versions of the Software from any device, return the Software and Documentation to Caregility or, at Caregility's option, destroy the Software and Documentation and if

requested, provide Caregility with an affidavit confirming uninstallation of all Software and destruction of the Software and Documentation.

Sections 5, 7, 8, 9, 12, 13, 15, and 16 shall survive the termination of this Agreement.

10. Invalid Clauses

If any provision of this Agreement or part thereof should become invalid, illegal, or unenforceable under any applicable law:

- (i) the validity, legality, and enforceability of the remaining provisions of this Agreement shall in no way be affected, and
- (ii) the Customer and Caregility shall use their best efforts to achieve the purpose of the invalid provision by means of construing the remaining provisions in light of the main objectives of this Agreement and the intention of the Parties.

11. Force Majeure

Caregility shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics, or acts of God, in which event Licensor shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.

12. Confidentiality

The Parties agree that no confidential information regarding the other Party accessed through the negotiation and completion of the Agreement shall be disclosed in whole or in part to any third party except professional advisors, banks, financial institutions or, to the extent required by applicable law, relevant stock exchange or government authorities.

The Parties shall furthermore keep all obtained or received written or oral information concerning the business and affairs of the other Party, including but not limited to sub-contractor Agreements, strictly confidential and protect it with the same degree of care as it protects its own confidential and proprietary information.

The Parties shall not without the other Party's written consent:

- (i) disclose any such confidential information in whole or in part to any other entity or person, save its own personnel and representatives who have a need to know; or

- (ii) use the information in any other relation than for the fulfilling of obligations under this Agreement or as required under law, but never for the sole benefit of itself or of any third party.

The Parties undertake to take all necessary steps to ensure that any of its officers, employees, consultants and/or other personnel upholds the strict confidentiality obligation undertaken herein.

This confidentiality obligation shall not apply to information that the Party proves to have had in its possession prior to entering this Agreement or that is publicly available information due to any other reasons than a breach of this Agreement or any disloyal act of the Party.

13. Assignment

Customer shall not without prior written consent of Caregility transfer any rights and/or obligations under this Agreement to third parties. Such consent may be withheld in the sole and exclusive discretion of Caregility.

In the event of any permitted assignment by Customer, such transfer shall not extinguish any liabilities of the Customer and the Customer, and the assignee shall be jointly and severally liable for all obligations under this Agreement.

Caregility may freely assign any and all of its obligations or benefits under this Agreement.

14. Variation of the Contract

No alteration, modification or addition to this Agreement or issuance of any Purchase Order containing terms varying from or inconsistent with this Agreement shall be valid or enforceable unless made in writing and signed by a duly authorized representative of each Party.

15. Venue and Jurisdiction

This Agreement shall be governed by, subject to, and construed in accordance with, the substantive laws of the State of New Jersey, without regard to its conflict of laws provisions. You expressly disclaim the applicability of, and waive any rights based upon, the Uniform Computer Information Transactions Act or the United Nations Convention on Contracts for the International Sale of Goods. In an action arising out of or relating to this Agreement, Customer consents to the exclusive jurisdiction of the federal and state courts located in

the County of Monmouth, New Jersey. CUSTOMER FURTHER AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

16. Miscellaneous

16.1 Demonstration of Services. If the Customer registers for access to a free demonstration or proof of concept for Caregility services, this Agreement will also govern that free trial. Upon registration, Caregility will make one or more Software and Services available to the Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which the Customer has registered to use the applicable Service or (b) the start date of any Purchased Services ordered by the Customer. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

Any data the customer enters the software, and any customizations made by or for the customer during the free trial period will be permanently lost unless the customer purchases a subscription to the same or upgraded services as those covered by the trial

DURING THE FREE TRIAL, THE SOFTWARE AND SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

16.2 Acquisition of Non- Caregility Products and Services. Caregility or third parties may from time to time make available to the Customer third-party products or services, including but not limited to Non- Caregility Applications and implementation, customization, and other consulting services. Any acquisition by the Customer of such non- Caregility products or services, and any exchange of data between the Customer and any non- Caregility provider, is solely between the Customer and the applicable non- Caregility provider. We do not warrant or support non- Caregility products or services, whether they are designated by Caregility as "certified" or otherwise, except as specified in a separate SOW or other agreement.

16.3 Export. The Customer shall not download or otherwise export, or re-export any underlying software, technology or other information derived from or related to the Software or the Software License except in full compliance with all applicable laws and regulations. Without limiting the foregoing and notwithstanding Section 16 of this Agreement, none of the underlying information or technology derived from or related to the Software or Software License shall be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's or State Department's Table of Denial Orders.