

END-USER LICENSE AGREEMENT  
SevOne, Inc.

READ CAREFULLY THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT (“AGREEMENT”) BEFORE YOU CLICK ON THE “ACCEPT” BUTTON. BY CLICKING ON THE “ACCEPT” BUTTON AND SELECTING AND UTILIZING THE LICENSED SOFTWARE AND EQUIPMENT, INCLUDING ANY UNDERLYING SERVICES, OR ANY TECHNOLOGY, IDEA, DATA AND DATABASES, ALGORITHM OR INFORMATION CONTAINED IN THE LICENSED SOFTWARE OR PROVIDED THEREWITH OF SEVONE, INC. (“SEVONE”), YOU (WHETHER AN INDIVIDUAL OR FORMAL LEGAL ENTITY) (HEREINAFTER REFERRED TO AS “YOU”) HAVE CREATED A LEGAL AGREEMENT WITH SEVONE AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH RESPECT TO YOUR USE OF THE SOFTWARE.

1. Grant of Rights

1.1 License; Copies. Subject to the terms and conditions of this Agreement, SevOne hereby grants to Customer a non-exclusive, non-transferable, perpetual license (without the right to grant sublicenses) to execute and use the object code version of SevOne’s proprietary software products and any third party software licensed to SevOne and provided to Customer, as further set forth in an applicable Order issued by Customer and accepted by SevOne (including any updates and upgrades thereof provided as part of SevOne’s support and maintenance services) (the “Software”), on the Equipment (as designated in the Order) on which the Software is pre-installed, in accordance with the related Documentation, solely for Customer’s own internal business operations, (which includes internal data processing) and in accordance with the scope and type of use set forth in such Order, at the installation site set forth in the Order (the “Site”). Software shall not mean software subject to open source, GPL or similar licensing terms. Customer will keep Documentation with the Products and not allow any unauthorized access to, copying of, or the creation of derivative works from, the Documentation. Unless otherwise authorized by SevOne in writing, Software may only be used on the particular Equipment provided by SevOne, as set forth in the Order and specified by serial number. Customer may relocate the Equipment on which the Software resides upon SevOne’s prior written consent. Any third party Software, including any third party component, module or plug-in, that may be provided by SevOne is included for use at your option. If you choose to use such third party Software, then such use shall be governed by such third party’s terms and conditions, attached hereto in Exhibit A. Any such third party terms shall take precedence over the terms of this Agreement, which shall solely govern your rights and obligations with respect to such third party Software.

1.2 Restrictions. Except as otherwise expressly provided in this Agreement (or where such restrictions are prohibited by law), Customer shall have no right, and Customer specifically agrees not to: (i) transfer, assign or sublicense its license rights to any other person, or use the Software on any other hardware other than the Equipment; (ii) make error corrections or otherwise modify or adapt the Software or create derivative works based upon the Software, or to permit third parties to do so; (iii) rent, lease, loan or use the Software as a service bureau, as an application service provider, to perform consulting or training services for a third party or in any commercial time share arrangement; (iv) decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Software to human-readable form to gain access to trade secrets or confidential information in the Software; (v) use the Software in contravention to any applicable laws or government regulations; or (vi) remove any product identification, trademark, copyright or other notices contained in or on the Software and, if applicable, the Equipment. Further Customer is not licensed to, and shall not, install any other product or software on the Equipment, nor may Customer de-install the Software from the Equipment, without the prior, express written consent of SevOne. Additional rights and/or restrictions regarding use of the Software and/or the Equipment may be set forth in an applicable Order.

1.3 Ownership. SevOne and its suppliers reserve any and all rights, implied or otherwise, which are not expressly granted to Customer hereunder, and retain all rights, title and interest in and to the Software. Customer acknowledges and agrees that this Agreement in no way shall be construed to provide to Customer, or any third party, any express or implied license to use, copy or otherwise exploit the Software or any portion thereof, or if applicable, the Equipment, (including any intellectual property embodied therein) other than as specifically set forth in this Agreement. Without limiting the foregoing, Customer may not sublicense or otherwise distribute the

Software or, if applicable, the Equipment or any portion thereof to any affiliate or any other third party, unless otherwise authorized by SevOne in writing.

1.4 Audit Rights. Customer agrees to limit usage of the Software as specified in the Order. In the event the use of the Software exceeds that licensed by Customer, Customer agrees to immediately notify SevOne in writing and pay to SevOne the then-current fee associated with such additional usage. SevOne may, upon thirty (30) days advance notice and at its expense, conduct an annual audit, during Customer's normal business hours, of Customer's use of the Software and Equipment to verify compliance with this Agreement. If the audit reveals that Customer's use has exceeded the authorized use of the Software by more than five percent (5%) or more, Customer shall reimburse SevOne for the expense of such audit and shall promptly pay to SevOne any and all fees owing as a result of such discrepancy.

## 2. Infringement Indemnity

2.1 Indemnification. Subject to the limitations set forth in this Section 2, SevOne shall defend, or at its option, settle any claim or action against Customer and hold Customer harmless from any and all liabilities, damages, expenses, settlements and costs (including reasonable attorney's fees) finally awarded against Customer, arising from or occurring as a result of any third party claim or action alleging that the Products infringe any United States patent or copyright.

2.2 Procedure. SevOne's obligation to indemnify Customer under this Section 2 shall be subject to Customer: (i) promptly notifying SevOne in writing within ten (10) days of first learning of the claim or action giving rise to the indemnity; (ii) providing SevOne with sole and exclusive control over the defense and/or settlement of such action or claim; and (iii) providing SevOne with proper and full information and reasonable assistance to defend and/or settle any such claim or action. SevOne shall not be responsible for indemnifying Customer with respect to costs incurred, or amounts paid in any settlement, unless SevOne approved such costs or settlements in advance.

2.3 Exceptions. SevOne will have no liability under this Section 2 for any claim or action where such claim or action results from (i) combination, operation or use of the Products with other hardware or software not provided by SevOne; (ii) modification of the Products unless such modification was made or authorized by SevOne; (iii) compliance with Customer's designs, specifications or instructions; or (iv) Customer's use of the Products in any manner inconsistent with the terms of this Agreement or any document provided by SevOne. Notwithstanding anything to the contrary, SevOne shall not be liable for any claim based on Customer's use of the Products after SevOne has informed Customer of modifications of the Products required to avoid such claims and offered to implement those modifications, if such claim would have been avoided by implementation of such modifications.

2.4 Infringement Remedies. If Customer's use of the Products becomes enjoined, SevOne may at its sole option: (i) procure, at no cost to Customer, the right to continue using the Products; (ii) replace or modify the Products to render them non-infringing; or (iii) if, in SevOne's reasonable opinion, neither (i) nor (ii) above are commercially feasible, immediately terminate SevOne's obligations (and Customer's rights) under this Agreement with regard to such Products, and, if Customer returns such Products to SevOne, refund to Customer the price originally paid by Customer to SevOne for such Products as depreciated or amortized by an equal annual amount over five (5) years.

2.5 Sole and Exclusive Remedy. THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF SEVONE AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS OR COPYRIGHTS, BY THE PRODUCTS.

2.6 WARRANTIES; DISCLAIMER. a) SevOne represents and warrants that it is the lawful owner or licensee of the Software and has full legal power and authority to license the Software to Customer as provided in this Agreement. If there is a breach of such warranty, then SevOne shall, as Customer's sole remedy, provide Customer the indemnity set forth in Section 2. (b) SevOne warrants that, at the time of delivery and for ninety (90) days thereafter (the "Warranty Period"), (i) the Software will operate in substantial conformity with the then current Documentation supplied by SevOne from time to time when used in compliance with such Documentation; (ii) the master copy of the Software has been properly tested for viruses, Trojan horses, trap doors and similar devices that could disrupt or disable a computer system or any of its components and that, to the best of SevOne knowledge the

Software, as delivered, contains no such devices; (iii) the Software, including any embedded software, in any media form, does not contain a lockup program, or any undisclosed restrictive code or automatic restraints which in any manner may interfere with Customer's use of the Software, and/or restrict Licensee from accessing its data files, except for any commercially reasonable security designed by SevOne or its suppliers to restrict access to the Software in accordance with any limitations set forth in the Order, and (iv) the media containing the Software will be free from defects in material and workmanship. This warranty applies only to the standard version of the Software made generally available by SevOne. If the Software fails to perform as warranted and SevOne is notified in writing of such failure during the Warranty Period, SevOne shall, as Customer's sole remedy, provide all reasonable programming services within a reasonable period of time to correct or, at SevOne's sole option, replace the Software. (c) SevOne warrants that any maintenance, support and professional services provided hereunder shall be performed by qualified personnel in a professional manner, consistent with industry standards. If SevOne is notified in writing of a breach of this warranty within ninety (90) days of delivery of the services, then SevOne shall, as Customer's sole remedy, within a reasonable period of time, provide reasonable services to correct such breach. (d) Customer acknowledges that SevOne makes no representation or warranty, and bears no liability or responsibility, with respect to any other third-party programs or applications which Customer uses in conjunction with the Software. Customer acknowledges that SevOne makes no representation or warranty, and bears no liability or responsibility, with respect to any other third-party programs or applications which Customer uses in conjunction with the Software or Equipment. EXCEPT AS SPECIFIED IN THIS SECTION 2.6, ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATING TO THE PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY DISCLAIMED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

### 3. Limitation of Liability

3.1 Direct Damages. WITH THE EXCEPTION OF AN INDEMNIFICATION CLAIM BROUGHT PURSUANT TO SECTION 2.1, OR DAMAGES FOR DEATH OR BODILY INJURY CAUSED BY SEVONE'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF SEVONE AND ITS SUPPLIERS AND CONTRACTORS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AMOUNTS PAID BY CUSTOMER TO SEVONE FOR SUCH PRODUCTS OR SERVICES, DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCE, GIVING RISE TO SUCH LIABILITY, OR \$500,000.00. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

3.2 Waiver of Consequential Damages. EXCEPT FOR (A) CUSTOMER'S BREACH OF SEVONE'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING WITHOUT LIMITATION ANY OF THE LICENSING TERMS AND RESTRICTIONS SET FORTH HEREIN, OR (B) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS CONTAINED HEREIN, IN NO EVENT SHALL A PARTY OR ITS SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.3 These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

### 4. Termination

4.1 By SevOne. SevOne shall have the right to terminate this Agreement, and/or any of Customer's licenses to the Software granted herein, without liability, in the event Customer (i) fails to cure a payment default under this Agreement within thirty (30) days of SevOne sending to Customer a default notice (ii) fails to comply with any other term or condition of this Agreement within thirty (30) days of receiving a notice to cure such failure, or (iii) becomes insolvent or takes any action to wind-up, liquidate or otherwise cease doing business. In addition, this Agreement and all licenses granted hereunder shall automatically terminate if Customer transfers the Equipment to a third party.

4.2 By Customer. Customer may terminate this license at any time for any reason, upon written notice to SevOne. This license shall automatically terminate if Customer transfers the Equipment to a third party.

4.3 Effect of Termination. Upon any termination of this Agreement or an Order, all applicable licenses are also terminated, and Customer shall immediately cease use of the applicable Software and shall return to SevOne such Software and all copies thereof. However, if this Agreement is terminated, but not outstanding Order, the terms and conditions of this Agreement shall continue to govern such Order. Termination of the term of this Agreement or an Order shall not limit either party from pursuing any remedies available to it, including injunctive relief, or relieve Customer of its obligation to pay all fees that have accrued, have been paid, or have become payable by Customer hereunder.

4.4 Survival. The provisions of Sections 1.4, 2, 3, 4.3, 5, 6 and 7 shall survive termination of this Agreement.

## 5. Confidentiality

5.1 Confidential Information. Either party may, from time to time, deliver to the other certain non-public information including formulas, flow charts, diagnostic routines, business information, forecasts, financial plans and data, balance sheet information, customer information, marketing plans, hardware, software and unannounced product information (collectively, "Confidential Information"). Such Confidential Information, if in writing, shall be marked prominently with the legend "confidential", "proprietary", or with a similar legend, or if disclosed orally shall be described as Confidential Information at the time of oral disclosure. However, regardless of any marking or subsequent summary, information disclosed shall be considered confidential if a reasonable person under the circumstances would understand such information to be of a confidential nature. Notwithstanding anything to the contrary herein, the Software, Documentation and non-public Product information shall be deemed Confidential Information.

5.2 Protection. A party shall not use or disclose Confidential Information of the other, except as expressly authorized by this Agreement or in writing by the disclosing party, using the same degree of care which receiving party uses with respect to its own proprietary information, but in no event with less than with reasonable care.

5.3 Exceptions. The foregoing obligations of confidentiality shall not apply to any information that the receiving party can show is or was:

- (i) Already known to the receiving party at the time of disclosure without obligation of confidentiality;
- (ii) Independently developed by the receiving party without use of or access to the other party's Confidential Information;
- (iii) Approved for disclosure by the disclosing party beforehand and in writing;
- (iv) Publicly known without breach of this Agreement;
- (v) Lawfully received by receiving party from a third party without obligation of confidentiality;
- (vi) Required to be disclosed by applicable law or order of a court, tribunal or other governmental agency; provided, however, that the receiving party shall promptly notify the disclosing party in writing of such requirement, and shall cooperate with the disclosing party to minimize the scope of any such disclosure, and in the obtaining of a confidentiality, protective or similar order.

## 6. General Provisions

6.1 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods shall not apply.

6.2 Entire Agreement. This Agreement and all Orders agreed by the parties are the entire agreement of the parties, and supersedes all prior agreements and communications, written or oral, between the parties with respect to the subject matter of this Agreement. The terms and conditions of any purchase orders or invoices issued by a party shall not be binding even if accepted by the other party. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired. This Agreement may be modified only by a written agreement executed by authorized officers of each party. No delay or omission to

exercise any right or remedy accruing to either party hereunder shall impair that right or remedy, or be construed to be a waiver of any breach or default.

6.3 Execution. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original.

6.4 Assignment. Customer may not assign this Agreement without the prior written consent of SevOne and any such attempted assignment shall be void. SevOne may assign this Agreement in the event of a merger, acquisition or sale of all or substantially all of SevOne's assets. Subject to the foregoing, this Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and permitted assigns.

6.5 Force Majeure. Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, labor disputes, shortages of supplies, fire, war, and disruption related to terrorism, epidemics, or delays of common carriers. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay.

6.6 Export. Customer hereby acknowledges that the Products supplied by SevOne hereunder are subject to export controls under the laws and regulations of the United States, as well as any applicable laws and regulations of the territories outside of the United States. Customer shall comply with such laws and regulations and agrees not to export, re-export or transfer SevOne Products without first obtaining all required governmental authorizations or licenses. SevOne and Customer each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents.

6.7 Notice. Any notice under this Agreement must be in writing and is deemed given and effective 3 business days after mailing first class, postage prepaid, or when sent by facsimile (confirmed by first class mail) or when delivered by overnight express or other delivery service, to the party at the address listed above.

6.8 Publicity. Customer agrees that SevOne may list Customer's name in any customer lists and it will cooperate with SevOne in the preparation of a press release to be issued by SevOne immediately following the Effective Date announcing the signing of Customer as a customer of SevOne.

#### 7. Order of Precedence

In the event Customer has executed a separate master license agreement with SevOne, this Agreement shall be of no force or effect, and the separately executed master license agreement shall govern the parties' respective rights and obligations.

## EXHIBIT A

### EDGE TECHNOLOGIES ENPORTAL AND APPBOARD END USER LICENSE AGREEMENT

**IMPORTANT – READ THESE TERMS CAREFULLY BEFORE USING THIS SOFTWARE. BY CLICKING THE “I ACCEPT” BOX AT THE END OF THIS PAGE AND DOWNLOADING AND USING THIS SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS END USER LICENSE AGREEMENT (“EULA”), THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE UNCONDITIONALLY BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, YOU MAY NOT DOWNLOAD, INSTALL, COPY OR USE THE SOFTWARE.**

#### **1. Grant of License for Registered Users**

Edge Technologies, Inc. (“Edge”), grants you a limited, non-exclusive, non-transferable, non-sublicensable, terminable license to use the enPortal<sup>®</sup> and AppBoard<sup>®</sup> program with which this EULA is distributed, which includes, but is not limited to the computer software and any documentation files accompanying the software, and any on-line or electronic documentation (collectively the “Software”), on a single server (if the Software is server based) or personal computer to support up to the number of simultaneous users for which you have paid the license fee, and to make one backup copy of the Software for archival purposes only, provided that: (i) the Software is installed on only one server or personal computer; (ii) the Software is NOT modified in any manner; (iii) all copyright notices are maintained on the Software; and (iv) you agree to be bound by the terms of this EULA. The Software shall be used only by you, only for your own personal or internal business use and not in the operation of a service bureau or for the benefit of any other person or entity, provided that you may transfer the Software to other computers you own as long as you only use it on one computer at a time.

#### **2. Support Services Not Included**

Edge will not provide any support services under this EULA. This EULA does not give you any rights to any updates or upgrades to the Software or to any extensions or enhancements to the Software developed by Edge at any time in the future.

#### **3. Ownership**

You have no ownership rights in the Software. The Software is licensed to you, not sold. You have a license to use the Software as long as this EULA remains in full force and effect. Ownership of the Software and all intellectual property rights therein shall remain at all times with Edge. Any other use of the Software by any person, business, corporation, government organization or any other entity other than you is strictly forbidden and is a violation of this EULA.

#### **4. Copyright**

The Software contains materials that are protected by United States Copyright Law, trade secret law, and by international treaty provisions. This includes all titles, images, text, and applets incorporated into the Software. All

rights not granted to you herein are expressly reserved by Edge. You may not remove any proprietary notice of Edge from any copy of the Software.

## **5. Restrictions**

Except to the extent expressly permitted by applicable law, and to the extent that Edge is not permitted by that applicable law to exclude or limit the following rights: (i) you may not publish, display, disclose, rent, lease, modify, rename, or create derivative works based on the Software or any part thereof; (ii) you may not loan, distribute or allow use of the Software through any timesharing service, service bureau or network other than your own personal business network; (iii) you may not reverse engineer, decompile, translate, adapt, or disassemble the Software, nor shall you otherwise attempt to discover and create the source code from the object code of the Software; and (iv) you may not transmit the Software over any network or between any devices. Before you exercise any rights that you believe to be entitled to based on mandatory law, you shall provide Edge with thirty (30) days' prior written notice at [betsy.gorgei@edge-technologies.com](mailto:betsy.gorgei@edge-technologies.com) and provide all reasonably requested information to allow Edge to assess your claim and, at Edge's sole discretion, to provide alternatives that reduce any adverse impact on Edge's intellectual property or other rights.

## **6. Confidentiality**

You acknowledge that the Software contains proprietary trade secrets of Edge and you hereby agree to maintain the confidentiality of the Software using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information. You agree to reasonably communicate the terms and conditions of this Software EULA to those persons employed by you who come into contact with the Software, and to use reasonable best efforts to ensure their compliance with such terms and conditions, including, without limitation, not knowingly permitting such persons to use any portion of the Software for the purpose of deriving its source code.

## **7. Limited Warranty**

Edge has no control over the conditions under which you use the Software and does not and cannot warrant the results obtained by such use. Edge warrants that the Software will perform substantially in accordance with any accompanying written materials such as those specifications found in the user manual in effect as of the date of this EULA for a period of thirty (30) days from the date of receipt ("Warranty Period"). You must notify Edge in writing of any substantial deficiency. To the extent such deficiency exists in a current, unaltered release of the Software, Edge shall, at its own cost and expense, supply you with a corrected version to rectify any substantial errors which it finds in the Software during the Warranty Period. Any replacement Software will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer. Should Edge fail to cure the substantial deficiency, you as your sole option may request in writing to terminate this EULA and as a sole remedy, receive all fees paid by you for the Software.

ANY USE BY YOU OF THE SOFTWARE IS AT YOUR OWN RISK. THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY EDGE REGARDING THE SOFTWARE. EXCEPT FOR THE LIMITED WARRANTY ABOVE, THE SOFTWARE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, EDGE

DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EDGE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE SOFTWARE WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM YOU HAVE. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THEY MAY NOT APPLY TO YOU.

The foregoing warranties do not extend to any third party software used in conjunction with the Product or within Edge's framework. Except as provided herein, Edge does not warrant that the Product is compatible with any third party software. Licensee is solely responsible for: (i) any liabilities or (ii) any licenses or maintenance agreements associated with using third party software. Licensee will indemnify, defend and hold harmless Edge from and against any third party claims, costs, and expenses, including punitive damages, court costs, and reasonable attorneys'

and expert witness' fees before and at trial and on appeal arising from Licensee's actions or inactions in connection with third party software.

## **8. Limitation of Liability**

IN NO EVENT WILL EDGE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE INSTALLATION OR USE OF OR INABILITY TO USE THE SOFTWARE, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF EDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EDGE'S AGGREGATE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SOFTWARE OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY YOU FOR THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Edge is not responsible and assumes no liability for system errors or failures, or faulty transmissions or other telecommunications malfunctions resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed or incomplete computer transmissions, or for any problems or technical malfunction(s) of any network lines, computer on-line systems, servers or providers, computer equipment, or on account of technical problems or traffic congestion on the Internet, or at our Web site, or any combination thereof, including any injury or damage to you, your computer or any other person's computer related to or resulting from downloading the Software or any other material.

## **9. Export Restrictions**

You may not export or re-export the Software except in compliance with the United States Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. The Software is deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to



DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying, or disclosing of the Software by the U.S. Government shall be governed solely by the terms of this EULA. In addition, you agree and certify that you will not ship, transfer or export the Software, directly or indirectly, to any country in violation of the U.S. Treasury's Office of Foreign Assets Control's regulations.

## **10. Termination**

This EULA is effective until it is terminated. You may terminate this EULA at any time by destroying or returning to Edge all copies of the Software in your possession or under your control. Edge may terminate this EULA for any reason, including, but not limited to, if Edge finds that you have violated any of the terms of this EULA. Upon notification of termination, you agree to destroy or return to Edge all copies of the Software and to certify in writing that all known copies, including backup or archival copies, have been destroyed. All provisions relating to confidentiality, proprietary rights, and non-disclosure shall survive the termination of this Software EULA.

## **11. Notice**

All notices to Edge shall be in writing and shall be made either via e-mail, conventional U.S. mail or overnight mail. Notices to Edge must be sent to the attention of Customer Service at **[e-mail address]**, if by e-mail, or at Edge Technologies, Inc., 3702 Drive, Suite 250, Fairfax, Virginia 22030, if by conventional or overnight mail. Notices to you may be sent either to the e-mail address or to the conventional mail address, if you supplied it to Edge or posted as a notice on our Web site located at [www.edge-technologies.com](http://www.edge-technologies.com).

Any notices or communication under this EULA will be deemed delivered to the party receiving such communication: (1) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (2) five business days after the mailing date, if sent by conventional U.S. mail, return receipt requested; or (3) on the delivery date if transmitted by confirmed e-mail.

## **12. General**

This EULA shall be construed, interpreted and governed by the laws of the Commonwealth of Virginia without regard to conflicts of law provisions thereof. The United Nations Convention for the International Sale of Goods shall not apply. In addition, the parties agree that none of the provisions in this EULA will be governed by the Uniform Computer Information Transactions Act ("UCITA") as enacted by the Commonwealth of Virginia or any other jurisdiction. You agree that the exclusive forum for determining any dispute arising out of or relating to this EULA shall be an appropriate state or federal court sitting in the Commonwealth of Virginia and you waive, to the maximum extent permitted by law, any argument that the forum, jurisdiction or venue in Virginia is not appropriate or convenient. You agree that this EULA shall constitute the entire agreement and expression of understanding between the parties hereto as it relates to the subject matter herein. Any waiver or modification of this EULA shall only be effective if it is in writing and signed by both parties hereto. If any part of this EULA is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Headings under this EULA are intended only for convenience and shall not affect the interpretation of this EULA.

### 13. Acknowledgement

I acknowledge I have read this agreement, fully understand its terms, and understand that to the greatest extent allowed by law I unconditionally agree to all of the terms and conditions herein.

I ACCEPT     I DO NOT ACCEPT