

FORUM SYSTEMS, INC.

PRODUCT LICENSE AGREEMENT TERMS AND CONDITIONS

As a condition of using Forum Systems, Inc.'s ("Forum Systems") products that are purchased or used by Licensee including the hardware (the "Hardware") and the software, including the device drivers, the configuration management tools and the standard issued versions of the software (collectively referred to as the "Software") and any related recorded media, documentation and all future orders (all items in this paragraph are collectively referred to as the "Products"), Licensee agrees to all of the terms and conditions of this Product License Agreement Terms and Conditions agreement (the "Agreement"), as stated below.

1. LIMITED LICENSE:

a. As part of Licensee's agreement to purchase or otherwise obtain the Products you shall be provided with the following limited license to individually use each of the Products purchased (the "License"):

- **Disaster Recovery** – Products may be used by Licensee on a temporary basis only during an emergency situation which constitutes a failure or disaster involving the system. License will permit use of Products to process production or test data temporarily until the failure or disaster has been corrected. A disaster recovery license cannot be used as a replacement for other license types. Licensee must provide Forum Systems with prompt written notice of any use of a disaster recovery license.
- **User Acceptance Test** – Products may be used by Licensee to process test data or to simulate a production environment with unlimited connections. Products may not be exchanged or upgraded or downgraded to another license type. License may be moved to another machine owned by Licensee with the prior written consent of Forum Systems and if it is covered by a current support and maintenance agreement.
- **Test and Development** – Products may be used by Licensee to process test data or to simulate a production environment with up to five connections. Products may not be exchanged or upgraded or downgraded to another license type. License may be moved to another machine owned by Licensee with the prior written consent of Forum Systems and if it is covered by a current support and maintenance agreement.
- **Production** – Products may be used by Licensee to process production transactions or data. Products may not be exchanged or upgraded or downgraded to another license type. License may be migrated to another machine owned by Licensee with the prior written consent of Forum Systems and if it is covered by a current support and maintenance agreement.

The License provides Licensee with the right to use the Software provided as part of the Products in accordance with the terms above and for the sole purpose of operating each of the individual Products and configuring each of the Products with Licensee's application or server control program. Licensee may use one copy of the Software for each copy purchased from Forum

Systems. As part of the License, all Software and programs provided by Forum Systems, including, but not limited to, device drivers and configuration management tools, remain the exclusive property of Forum Systems or its licensors. As a condition of the License, the Software or any of its parts may not be removed from any of the Products nor used in any other application or device, which action would void the License in its entirety. As part of the License, Licensee may merge the provided computer Software programs with other programs for this sole and express purpose and may make archival copies for back-up purposes. The License is nontransferable, without the express written consent of Forum Systems. Forum Systems shall have the right, upon reasonable advance notice, to review Licensee's use of the Products to verify that the Products are being used by Licensee in a manner that is consistent with the terms of the License purchased hereunder.

b. The License shall have the following duration:

Perpetual – A perpetual license is a one-time license fee that allows continued use of the software program for as long as the customer complies with all terms of the license agreement. Licensee may also purchase an annual support and maintenance plan to be provided by Forum Systems. Forum Systems' support and maintenance plan will cover bug fixes and minor releases. The support and maintenance plan will not cover future major version releases. The terms of the Forum Systems' support and maintenance plan will be set forth in the Forum Systems' standard support and maintenance agreement.

Term – A term license is for a specific, limited period of time, during which the user is allowed to access and use the software. Forum Systems' support and maintenance will be included for the term period for the major version licensed. Forum Systems' support and maintenance plan will cover bug fixes and minor releases. The support and maintenance plan will not cover future major version releases. The terms of the Forum Systems' support and maintenance plan will be set forth in the Forum Systems' standard support and maintenance agreement.

Forum Systems agrees to continue to support the latest major release of the Software for a period of six (6) years from the date of initial release of such major version.

c. The License to use the Products does not extend to any use of the Products when used in or with any application that, in the event of failure of or defect in the Software, the Hardware or the Products, might involve risk of injury or death. If you have purchased or obtained the Products for such an application, you should immediately return the Products and the Documentation to Forum Systems for either replacement or a refund, at the sole discretion of Forum Systems. The License to use the Product does not extend to any use of the Product when used in or with any application that violates any law or regulation of the United States of America, any of its States or territories, or any other country.

d. You may not copy or reproduce all or any part of the Products, except as authorized in item 1 above. Removal, emulation or reverse-engineering of all or any part of the Products constitutes an unauthorized modification to the Products and is specifically prohibited. Such actions shall immediately void this License. Nothing in this License statement permits you to derive the

source code of files that Forum Systems has provided to you in executable or object forms. Except as noted below, Forum Systems provides no other warranty at all to any person, other than the Product Warranty provided to the original purchaser of the Products as stated herein.

2. **COPYRIGHT:** Copyright in the Hardware, Software and Documentation are owned by Forum Systems and are protected by United States Copyright Laws and international treaty provisions. Additionally, the products are protected by patent and trademark statutory and common law.

3. **PRODUCT WARRANTY:** Forum Systems does not warrant that the operation of the Products will be uninterrupted or error free. The Products are warranted to be free from defects in materials and workmanship and will perform substantially in accordance with the Documentation for a period of ninety (90) days from the date of receipt. The Products are not warranted to any extent when used in or with any application that, in the event of failure of or defect in the Product, might involve risk of injury or death. This warranty is nontransferable, without the express written consent of Forum Systems executive management. Forum Systems reserves the right to either repair or replace, at the sole and exclusive option of Forum Systems, any defect in the Products that occurs under this warranty and within the warranty period. Any repairs to the Products must be made by the manufacturer. The warranty is void if the customer opens the Products, alters the Products or otherwise attempts to repair the Products without the express written consent of Forum Systems.

4. **CUSTOMER REMEDIES:** Forum Systems and its suppliers' entire liability and your exclusive remedy shall be, at Forum Systems' option, either (a) return of the price paid for the Products, or (b) repair or replacement of the portion of the Products that does not meet Forum Systems' product warranty and which is returned to Forum Systems with a copy of your receipt. The product warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Warranty claims must be made in writing during the warranty period and within seven (7) days of the observation of the defect, accompanied by evidence satisfactory to Forum Systems. Products returned to Forum Systems shall be shipped with freight and insurance paid along with a written explanation of the problem claimed and the name, address and telephone number of the person or entity returning the Products.

5. **NO OTHER WARRANTIES:** EXCEPT AS STATED ABOVE, FORUM SYSTEMS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES IN THE PRODUCTS, INCLUDING THE SOFTWARE, THE HARDWARE, AND ANY DOCUMENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES:** In no event shall Forum Systems or its suppliers be liable for any consequential, incidental or punitive damages whatsoever (including, without limitation, damages for loss of business profits or savings, business interruptions, loss of business information, or any other pecuniary loss arising out of the use of or

inability to use these Forum Systems Products or for any claims by you based on any third-party claims) even if Forum Systems has been advised of the possibility of such damages. Any liability for any alleged damages shall not exceed the price you paid for the unit of Products that caused your alleged damages. In no event will Forum Systems be liable for any damages caused by your failure to perform your obligations or your failure to act in a reasonable manner.

7. U.S. GOVERNMENT RESTRICTED RIGHTS: The Software and Documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restriction as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer software clauses at DFARS 252.227 – 7018 or subparagraphs (c) (1) and (2) of the Commercial Computer Software – Restricted Rights clause at 48 CFR 52.227-18, as applicable.

8. JURISDICTION: This agreement is governed by the laws of the State of Massachusetts and any suit regarding this agreement shall have its venue within the State of Massachusetts. If you have and questions concerning this agreement, please write to Forum Systems – Legal Affairs. Forum Systems’ address can be found at www.forumsys.com.

9. EXPORT RESTRICTIONS: You agree that the products, including computer programs and technical information pertaining thereto may be export restricted by the U.S. Government or other governments and shall not be exported or re-exported, directly or indirectly (I) without all export or re-export licenses and governmental approvals required by applicable laws, or (ii) in violation of any applicable prohibition against the export or re-export of any part of the Products and associated Software.