

## END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (THE "LICENSE AGREEMENT") FORMS A LEGAL AGREEMENT BETWEEN VOLTRON DATA, INC., A DELAWARE CORPORATION ("LICENSOR") AND YOU OR THE LEGAL ENTITY ON BEHALF OF WHICH YOU ARE ACTING ("YOU" AND "YOUR"), AND GOVERNS YOUR ACCESS TO AND USE OF THE LICENSED SOFTWARE (AS DEFINED BELOW). THIS LICENSE AGREEMENT IS EFFECTIVE AS OF THE EARLIEST OF THE DATE YOU DOWNLOAD, INSTALL, OR USE THE LICENSED SOFTWARE (THE "EFFECTIVE DATE"). IF YOU ARE ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF YOUR ORGANIZATION, THAT ORGANIZATION IS DEEMED TO BE THE PARTY TO THIS LICENSE AGREEMENT AND YOU REPRESENT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND THAT ORGANIZATION TO THIS LICENSE AGREEMENT.

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING THE LICENSED SOFTWARE. BY DOWNLOADING, INSTALLING, OR USING THE LICENSED SOFTWARE, YOU AGREE TO BE LEGALLY BOUND BY THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, DO NOT DOWNLOAD, INSTALL, OR USE THE LICENSED SOFTWARE.

### 1. LICENSE.

1.1 **License Grant.** Subject to the terms of this License Agreement, Licensor grants You a non-exclusive, temporary, non-transferable, revocable right to use the Licensed Software for thirty (30) days ("Evaluation License Term") on a non-production basis for Your internal business evaluation purposes only. "Licensed Software" means Licensor's proprietary software program, in object code form, accompanying this License Agreement, or otherwise made available to You for use pursuant to this License Agreement, including any associated program documentation included in, or provided for use with, such software program.

1.2 **License Restrictions.** You agree not to (and not to permit any third party to): (a) use the Licensed Software for any purpose other than as explicitly permitted in Section 1.1 (License Grant); (b) distribute, make available, sublicense, rent, lease, timeshare, assign or transfer the Licensed Software to, or otherwise permit access to the Licensed Software by, any third party; (c) reverse engineer, disassemble, or decompile the Licensed Software, in whole or in part; (d) modify or translate the Licensed Software; (e) create derivative works based on the Licensed Software; (g) use the Licensed Software to build or support a competitive product or service; (f) use the Licensed Software for performing comparisons or other benchmarking activities except solely for Your internal business evaluation purposes; or (g) publicize or disclose the results of any testing, comparisons, or benchmarking performed with the Licensed Software without the prior written consent of Licensor.

2. **OWNERSHIP; TITLE.** The Licensed Software is the proprietary property of Licensor and is protected by copyright and other intellectual property laws. Licensor and its licensors retain any and all rights, title and interest in and to the Licensed Software, including in all copies, improvements, enhancements, modifications and derivative works of the Licensed Software. Your rights to use the Licensed Software shall be limited to those expressly granted in this License Agreement. All rights not expressly granted to You are retained by Licensor and/or its licensors.

3. **SUPPORT; UPDATES.** Licensor has no obligation to provide support or updates for the Licensed Software. Any support provided by Licensor at its sole discretion ("Support") will be subject to the terms and conditions provided herein. Any updates (including new releases, changes, alterations, corrections or enhancements to the Licensed Software) ("Updates") provided by Licensor at its sole discretion will be subject to the terms and conditions provided with such Updates, or if none are provided, to this License Agreement.

4. **THIRD PARTY PROGRAMS.** This Licensed Software may contain third party software programs ("Third Party Programs") that are available under open source or free software licenses. This License Agreement does not alter any rights or obligations You may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this License Agreement shall apply to such Third Party Programs.

5. **TERM AND TERMINATION.** This License Agreement will automatically expire at the end of the Evaluation License Term and will immediately terminate earlier if You fail to comply with any obligation of this License Agreement. Either party may terminate this License Agreement upon written notice to the other party. Upon expiration of the Evaluation Term or termination of this License Agreement, You must cease use of the Licensed Software and uninstall or destroy all copies of the Licensed Software. The License Restrictions, Ownership; Title, Confidential Information, Warranty Disclaimer, Limitation of Liability, and General sections will survive expiration or termination of the License Agreement.
6. **FEEDBACK.** Licensor welcomes feedback and suggestions from end users about the Licensed Software ("Feedback"). If You provide Licensor any Feedback, Licensor may use such Feedback for any purpose without any obligation or compensation to You.
7. **WARRANTY DISCLAIMER. THE LICENSED SOFTWARE AND SUPPORT ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ANY DOCUMENTATION PROVIDED IS SOLELY FOR THE PURPOSE OF DESCRIBING THE LICENSED SOFTWARE AND LICENSOR DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR OTHER LICENSOR COMMITMENTS, OBLIGATIONS, OR LIABILITIES IN SUCH DOCUMENTATION.**
8. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT WILL LICENSOR BE LIABLE HEREUNDER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) LICENSOR'S LIABILITY FOR ALL DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE GREATER OF (X) THE TOTAL AMOUNT YOU PAID FOR THE LICENSED SOFTWARE OR (Y) ONE HUNDRED DOLLARS (\$100).**
9. **EXPORT AND SANCTIONS REGULATIONS.** You acknowledge and agree that You will comply with all applicable export controls and trade sanctions laws, regulations and/or any other relevant restrictions in Your use of the Licensed Software, including that You will not permit access to or use of any Licensed Software in any country where such access or use is subject to a trade embargo or prohibition, and that You will not use Licensed Software in support of any controlled technology, industry, or goods or services without having a valid governmental license, authority, or permission to engage in such conduct. You represent that You are not named on any governmental or quasi-governmental denied party or debarment list that would restrict access to, or use or delivery of, the Licensed Software, including without limitation lists maintained by the U.S. Department of Commerce, U.S. Department of State, U.S. Department of Treasury, or other agency.
10. **COMMERCIAL SOFTWARE.** The Licensed Software and accompanying documentation is deemed to be "commercial computer software" and "commercial computer software documentation" respectively, as defined in DFARS Section 227-7202 and FAR 12.212 as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this License Agreement, and except as otherwise explicitly stated in this License Agreement all provisions of this License Agreement shall apply to the U.S. Government.
11. **GENERAL.** You may not assign the rights granted under this License Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Licensor's prior express written consent. Licensor may assign this License Agreement to any party. If any provision of this License Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. No provision of this License Agreement is intended, nor shall be construed, to be for the benefit of any individual or entity other than the parties to this License Agreement and no person or entity other than a party to this Agreement will be entitled to enforce any term of it. This License Agreement will be governed by and construed under the laws of the State of California, without giving effect to such state's conflict of law principles. Any legal action or proceeding relating to this License Agreement shall be instituted in a state or federal court in Santa Clara County, California. You agree to submit to the jurisdiction of, and agree that venue is proper in, such courts in any such legal action or proceeding. This License Agreement constitutes the entire agreement of the parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this License Agreement. This License Agreement may only be modified by a mutually agreed upon writing between Licensor and You, signed by an authorized representative of each party. The failure of a party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions. In the event of any ambiguity regarding the interpretation of this License Agreement, the parties expressly agree that this License Agreement shall

not be construed against or in favor of one party over the other party. Any notices to Licensor hereunder must be sent to [legal@voltrondata.com](mailto:legal@voltrondata.com).