END USER SOFTWARE LICENSE AGREEMENT

THIS END USER SOFTWARE LICENSE AGREEMENT (this "**Agreement**"), between VCINITY, INC., a Delaware corporation with its principal offices located at Suite 650, 2055 Gateway Place, San Jose, CA 95110 ("**Vcinity**"), and you ("**Customer**"), is effective upon the date of first use of the Licensed Materials (as defined below) by Customer for any reason or purpose (the "**Effective Date**").

NOTICE

Please read this Agreement carefully. By using all or any portion of the Licensed Materials, Customer accepts all the terms and conditions of this End User License Agreement. Customer agrees that this Agreement is enforceable as if it were a written negotiated agreement signed by Customer. If Customer does not agree with all of the terms and conditions of this Agreement, Customer MUST NOT use the Licensed Materials.

"SOFTWARE" and "HARDWARE":

Product Number	Product Description
Software:	
Ultimate X	Software-only product for remote data access for file data
Command X	Graphical user interface to monitor and configure the Ultimate X product
Access X	File management software
Sync X	File synchronization software
AES-256	AES-256 GCM encryption software for Radical X
DataPrizm	Traffic splitting and aggregation software for Radical X
Vcinity Access	Software-only product for remote data access for unstructured data in file or object format
Vcinity Insight	Network analysis utility for Wide Area Networks (WAN)
Vcinity RouteSpy	Graphical user interface to monitor, analyze, and visualize clustered data networking systems in a single or multi-site architecture
Hardware:	
Ultimate X	Converged data appliance products
Radical X	Fabric extension products

NOTE: If Customer has purchased the Software only configuration of the products described above, references to Hardware in this Agreement will not apply.

1.   LICENSE

1.1   License Grant. Subject to the terms and conditions of, and except as may otherwise be provided in, this Agreement, Vcinity grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use (a) only the object code format of the Software products described above and all enhancements, bug fixes, updates and upgrades thereto (collectively, the "**Software**"); and (b) all documentation related to the Software, including manuals, training materials, data models, flow charts, functional specifications, instructions and complete or partial copies of the foregoing (collectively, the "**Documentation**") (the Software and Documentation are collectively referred to herein as the "**Licensed Materials**"), solely on, as applicable, (i) systems controlled, operated, and maintained by Customer which systems are supplied and/or approved by Vcinity; or (ii) cloud-based systems designated and/or approved by Vcinity. In the case of equipment failure, Customer may use the Software on a back-up system, but only for such limited time as is required to rectify the failure.

1.2   Terms and Conditions of Sale. This Agreement is subject to, and hereby incorporates by reference, the terms and conditions of that certain Vcinity document entitled "**Terms and Conditions of Sale**," a copy of which has previously been provided to Customer and/or is available at the Vcinity website located at vcinity.io.

1.3   Storage Limitations.   The license granted herein and the usage of the Software in connection with this Agreement may be restricted by limitations of usable file system storage space. Customer agrees that Customer's file system storage space usage will not exceed the authorized file system storage space specifications as set forth in the applicable Licensed Materials, purchase orders, supplier agreements, or other forms of purchase or license agreements defining such storage space limitations. Customer understands and agrees that Vcinity reserves the right to audit Customer's use of the Software in regard to deployed instances and the actual usable file system storage space utilizing the Software. Customer acknowledges that any such audit may include, without limitation, the right to access Customer's account with Amazon World Services ("**AWS**") with regard to any AWS services that utilize Vcinity's technology. In the event Customer violates the provisions of this Section 1.3, Customer agrees to pay Vcinity for any additional server instances, including virtual instances, and file system storage space used by Customer beyond the amount of storage space purchased in connection with the Software and this Agreement.

1.4   Other Limitations. Except as otherwise approved by Vcinity, Customer shall use the Software solely as embedded in, and for execution on, the Hardware. Except as otherwise expressly provided in this Agreement, Customer has no right to, and Customer specifically agrees not to, (a)(i) transfer, assign, sublicense, resell, lease, distribute, or otherwise dispose of; (ii) commercially exploit or market in any way, with or without charge; or (iii) provide unauthorized application services, rental, outsourcing, or time sharing in connection with, the license rights granted under this Agreement to any other person, including, without limitation, any of Customer's employees, agents, customers, or representatives, or use the Software on unauthorized equipment, and any such attempted or actual transfer, assignment, sublicense, resale, lease, distribution, disposal, unauthorized application services, rental, outsourcing, or time sharing, of Customer's license rights under this Agreement will be void; (b) make error corrections to or otherwise modify or adapt the Licensed Materials or create derivative works based upon the Licensed Materials, or permit third parties to do the same; (c) decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Software to human-readable form to gain access to the Software or any trade secrets or confidential information contained therein; or (d) copy the Licensed Materials, except for archival or backup purposes or as required by normal

installation procedures specified by Vcinity. Customer agrees to affix any proprietary markings or legends placed upon or contained within the Licensed Materials to any copies of the Licensed Materials permitted under this Agreement.

1.5   No Other Rights. No license or other right is granted, by implication, estoppel or otherwise, to Customer under any patents, Confidential Information (as defined below) of Vcinity, or other intellectual property rights or proprietary rights now or hereafter owned or controlled by Vcinity except for the licenses and rights expressly granted in this Agreement. Customer shall not use the Licensed Materials to develop a competing product or for timeshare purposes or in any other manner not permitted by this Agreement without the prior written consent of Vcinity.

2.   PROTECTION AND SECURITY OF LICENSED MATERIALS

2.1   Definition. Customer acknowledges and agrees that the Licensed Materials and all related technical and financial information (including, without limitation, the terms of this Agreement) furnished in any manner by Vcinity contain proprietary and confidential information of Vcinity and its third party suppliers, if any, and shall be treated as confidential property of Vcinity (collectively, "**Confidential Information**"). Customer agrees to keep such Confidential Information confidential. Customer shall not disclose any Confidential Information except to its employees having a need to know, and only after they have been advised of its confidential and proprietary nature and have agreed in writing to protect such Confidential Information. Customer shall exercise at least the same degree of care (but not less than reasonable care) to safeguard the confidentiality of the Confidential Information as Customer would exercise to safeguard the confidentiality of Customer's own confidential property of a similar nature and importance. Customer agrees to undertake whatever action is necessary to remedy any breach of Customer's confidentiality obligations hereunder or any other unauthorized disclosure of any Confidential Information by Customer or its employees, agents or contractors. The confidentiality provisions of this Section 2 shall not apply to any information which (a) is known by Customer prior to the time of disclosure, as evidenced by Customer's files in existence at the time of disclosure; (b) is generally known and available in the public domain; or (c) becomes part of the public domain through no fault of Customer.

2.2   Title. All rights, title and interests in and to the Confidential Information, other than those expressly granted to Customer herein, shall remain vested in Vcinity or its third party suppliers, as applicable. Customer shall not copy, translate, modify, create derivative works from, reverse engineer, decompile, encumber or otherwise use any of the Confidential Information for any purpose, and shall use its best efforts to prevent any third parties from doing the same, except as specifically authorized under this Agreement. All appropriate copyright and other proprietary notices and legends shall be placed on all Confidential Information supplied by Vcinity, and Customer shall maintain and reproduce such notices on any full or partial copies of the Confidential Information which Customer is permitted to make pursuant to this Agreement.

2.3   Restrictions. Customer shall not (a) use any Confidential Information for any purpose not authorized herein or in any manner designed to access the functionality of any portion of the Confidential Information; (b) assign, pledge, rent, lease, loan or timeshare the Confidential Information; (c) obfuscate, remove, or alter any of the trademarks, trade names, logos, patent or copyright notices, confidential or proprietary legends or other notices or markings on or in the Confidential Information (and all such markings shall be included in all copies of the Confidential

Information made by Customer); (d) add, or permit any third party to add, any markings, notices or legends to the Confidential Information without Vcinity's express prior written consent; (e) publish or otherwise disclose to any third party the results of any benchmark tests run on the Confidential Information; (f) use or copy the Confidential Information for any purpose not expressly allowed under this Agreement; or (g) distribute the Confidential Information to any party outside of Customer's facilities.

3. TERM AND TERMINATION

3.1   Term. This Agreement shall become effective as of the Effective Date and shall continue in effect thereafter unless terminated under Section 3.2 below.

3.2   Termination. Vcinity has the right to terminate this Agreement and the licenses granted herein (a) five (5) days after written notice is provided to Customer of any amount payable to Vcinity that has not been paid within thirty (30) days of the date on which payment became due and owing; (b) immediately if Customer becomes bankrupt, makes an assignment for the benefit of its creditors, or if its assets vest in or become subject to the rights of any trustee, receiver or other administrator; (c) immediately if bankruptcy, reorganization, insolvency or similar proceedings are instituted by or against Customer and are not dismissed within thirty (30) days; or (d) if Customer breaches or is in default of any material provision of this Agreement and such breach or default is not capable of being cured or, if curable, has not been cured within thirty (30) days after receipt of notice of such default or breach.

3.3   Effect of Termination. Upon any termination of this Agreement for any reason, (a) Customer shall immediately cease all use of the Licensed Materials in any manner or form, including, without limitation, cloud-based sources through which the Licensed Materials may be available or accessible; and (b) at Vcinity's election, Customer shall immediately either return to Vcinity or destroy all copies and portions of the Licensed Materials and all other Confidential Information then in Customer's possession, in any form whatsoever, and certify to Vcinity in writing that all such documents have either been returned or destroyed.

3.4   Survival. Upon any termination of this Agreement, Sections 1.3, 1.4, 1.5, 2.1, 2.2, 2.3, 3.3, 3.4, 4.1, 4.2, 5.2, 5.3, 5.4, 6.2, 6.3, and all provisions under Sections 7 and 8, shall survive such termination and Customer's rights under Section 1 shall immediately cease. In the event of any termination hereunder, Customer shall not be entitled to any refund of any payments made by Customer.

4. OPEN SOURCE AND THIRD PARTY LICENSES

4.1   Open Source Software. The Licensed Materials may contain, incorporate, and/or execute open source software, freeware or shareware (collectively, "**Open Source Programs**") obtained by Vcinity from a third party source. No license fee has been paid by Vcinity for the inclusion of any such Open Source Programs, and no license fee is charged to Customer for its use. In addition, Vcinity makes no warranties or representations with regard to any Open Source Programs. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE THIRD PARTY SOURCE PROVIDES NO WARRANTIES OR REPRESENTATIONS AND SHALL HAVE NO LIABILITY WHATSOEVER IN RESPECT OF CUSTOMER'S POSSESSION AND/OR USE OF THE OPEN SOURCE PROGRAMS.

4.2　Licenses to Open Source Software. The Open Source Programs are not licensed to Customer under the terms of this Agreement but, instead, are licensed under the terms of the open source license applicable to such Open Source Program (e.g., the GNU General Public License and the BSD License). Vcinity grants Customer no right to receive source code to the Open Source Programs though, in some cases, rights and access to the source code for the Open Source Programs may be available directly from the licensor of such Open Source Programs. Upon request, Vcinity will identify the Open Source Programs and the licenses that apply to them. **Information identifying the Open Source Programs, and the licenses that apply to them, is available at Vcinity's website located at https://www.vcinity.io/terms-and-conditions-sale.** Customer's use of each Open Source Program is subject to the terms and conditions of each applicable license. Customer must agree to the terms of each such license or should not use the Software.

4.3　Third Party Licenses. If Vcinity Products contain third party warranties, Vcinity hereby assigns such warranties to Customer and its End Users and upon request shall provide details of such warranties to Customer and its End Users.

5.　SUPPORT AND UPGRADES

5.1　Support Policy. Customer shall receive support and upgrades for the Licensed Materials (a) for the greater of three (3) months or to the extent provided for in the applicable Vcinity Software Support Policy or any applicable maintenance agreement in effect from time to time, as available on Vcinity's website located at vcinity.io/terms (the "**Policy**"); and (b) upon payment of any applicable fees and expenses. The Policy and the applicable fees and expenses are subject to change without notice.

5.2　Limitations. Vcinity has no obligation or liability with respect to (a) errors created or introduced by Customer when reproducing any of the Licensed Materials; (b) errors caused by the negligence of Customer; (c) modification or alteration of the Licensed Materials by persons other than Vcinity or Vcinity's authorized subcontractors or agents; (d) data that does not conform to Vcinity's specified data format; (e) operator error, accident or misuse; or (f) modifications, repairs or alterations to the Licensed Materials made by Customer, except as authorized by Vcinity.

5.3　No Obligation. Customer acknowledges and agrees that Vcinity is under no obligation to issue updates, upgrades or enhancements of the Software. Vcinity's obligations to provide maintenance and support services, if any, pursuant to this Agreement and the Policy are limited to the then current releases and immediately prior versions of the Software, if any.

5.4　Discontinuance of Support. If Customer decides to discontinue support services for the Licensed Materials, Customer may continue to use the Licensed Materials pursuant to the license granted hereunder but will not be entitled to receive any support services for the Licensed Materials. To reinstate support services, Customer must pay to Vcinity all accumulated support fees (as defined in the Policy) for the period during which Customer did not purchase support services.

6.　WARRANTIES AND INDEMNIFICATION

6.1   Warranties; Disclaimers. The warranties and disclaimers set forth in the Terms and Conditions of Sale state the full warranties that Vcinity offers in connection with the Licensed Materials. In addition, Vcinity does not warrant that the Software will operate in combination with hardware, software, systems or data not provided by Vcinity, except as expressly specified in the Documentation, or that the operation of the Software will be uninterrupted or error free.

6.2   Indemnification. The indemnification provisions set forth in the Terms and Conditions of Sale state the full indemnification offered by Vcinity to Customer in connection with the Licensed Materials. Notwithstanding the foregoing, Vcinity shall have no liability if any claim results from any modification or unauthorized use of the Licensed Materials by Customer, and Customer shall defend and indemnify Vcinity against any such claim.

6.3   Accepted Uses. Vcinity products are intended for standard commercial uses. They must not be sold, licensed or otherwise distributed for use in any hazardous environments requiring fail safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, mass transit, direct life support machines, medical applications, weapons systems, or in any other inherently dangerous applications in which the failure of products could lead directly to death, personal injury, or severe physical or environmental damage. Customer hereby agrees that the use, sale, license or other distribution of the Licensed Materials for any such application, without the prior written consent of Vcinity, shall be at Customer's sole risk. Customer agrees to defend and hold Vcinity harmless from any claims for loss, cost, damage, expense or liability that may arise out of or in connection with the use, sale, license or other distribution of any products in such applications.

7.   LIMITATION OF LIABILITY

7.1   Limitation of Liability. The limitation of liability provisions set forth in the Terms and Conditions of Sale state the full limits of Vcinity's liability under this Agreement. No action, regardless of form, arising out of any of the transactions under this Agreement may be brought by Customer more than one (1) year after Customer acquires knowledge of the basis of such action.

7.2   Vcinity Representatives. The foregoing provision limiting the liability of Vcinity's employees, agents, officers and directors shall be deemed to be a trust provision, and shall be enforceable by such employees, agents, officers and directors as trust beneficiaries.

8.   GENERAL

8.1   This Agreement constitutes the entire agreement between Vcinity and Customer with respect to its subject matter and supersedes all prior oral and written communications and agreements between the parties relating to such subject matter. All amendments shall be in writing and signed by authorized representatives of both parties.

8.2   If any provision of this Agreement is held to be invalid, illegal or unenforceable, it shall be severed and the remaining provisions of this Agreement shall continue in full force and effect to the maximum extent possible.

8.3   Vcinity shall have the right, at its own expense and upon reasonable written notice to Customer, to periodically inspect Customer's premises and such documents as it may reasonably

require, for the exclusive purpose of verifying Customer's compliance with its obligations under this Agreement.

8.4   All notices shall be in writing and shall be delivered in person or by courier, sent by electronic facsimile or transmission, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed, with regard to Vcinity, to the address listed above, and with regard to Customer, at the address Vcinity has on file for Customer. If notice is given in person, by electronic transmission, by courier, or by facsimile, it shall be effective upon confirmation of receipt; if notice is given by mail, it shall be effective three (3) days after deposit in the U.S. Mail.

8.5   If the Licensed Materials are being acquired by or on behalf of any unit or agency of the United States Government, the following provisions shall apply: If the Licensed Materials are supplied to the Department of Defense, it shall be classified as "Commercial Computer Software" and the United States Government is acquiring only "restricted rights" in the Licensed Materials as defined in DFARS 227-7202-1(a) and 227.7202-3(a), or their equivalent. If the Licensed Materials are supplied to any other unit or agency of the United States Government, rights will be defined in Clause 52.227-19 or 52.227-14 of the FAR, or if acquired by NASA, Clause 18-52.227-86(d) of the NASA Supplement to the FAR, or its equivalent. If the Software was acquired under a contract subject to the October 1988 Rights in Technical Data and Computer Software regulations, use, duplication and disclosure by the Government is subject to the restrictions set forth in DFARS 252-227.7013(c)(1)(ii) 1988, or its equivalent.

8.6   Customer shall comply with all export regulations pertaining to the Licensed Materials in effect from time to time. Without limiting the generality of the foregoing, Customer expressly warrants that it will not directly or indirectly export, re-export, or transship the Licensed Materials in violation of any export laws, rules or regulations of Canada, the United States, Japan or the European Union member states.

8.7   No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. The waiver by either party of any right hereunder, or of the failure to perform or of a breach by the other party, shall not be deemed to be a waiver of any other right hereunder or of any other breach or failure by such other party, whether of a similar nature or otherwise.

8.8   This Agreement shall be governed by and construed in accordance with the laws of the State of California. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts of Santa Clara County, California, in connection with any claim, action, suit or proceeding relating to this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

8.9   This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.

8.10   The parties shall at all times and for all purposes be deemed to be independent contractors. This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party.

8.11   Customer shall not assign this Agreement without the prior written consent of Vcinity. Any assignment in violation of this provision shall be void and without effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.12   Vcinity shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including, without limitation, acts or omissions of government or military authority, acts of God, acts of terrorism, shortages of materials, transportation delays, fires, floods, labor disturbances, riots or wars, or inability to obtain any export or import license or other approval or authorization of any governmental authority.

8.13   The parties agree that any breach of Sections 2.1, 2.2 or 2.3 would cause irreparable injury for which no adequate remedy at law may exist. The parties therefore agree that equitable remedies, including, without limitation, injunctive relief and specific performance, are appropriate remedies to redress any breach or threatened breach of Sections 2.1, 2.2 or 2.3, in addition to all other remedies available to the parties. All rights and remedies under this Agreement shall be cumulative, may be exercised singularly or concurrently, and shall not be deemed exclusive. If any legal action is brought to enforce any obligation under this Agreement, the prevailing party shall be entitled to receive its attorney's fees, court costs and other collection expenses, in addition to any other relief it may receive.