ZETTASET, INC.
END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (THIS "**AGREEMENT**") APPLIES TO YOUR USE OF THE SOFTWARE (AS DEFINED BELOW) PROVIDED BY ZETTASET, INC. ("**ZETTASET**").

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT: (I) YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) YOU UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (III) YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, ZETTASET IS UNWILLING TO LICENSE THE SOFTWARE TO YOU.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY (OR OTHER ENTITY), YOU REPRESENT THAT YOU ARE THE EMPLOYEE OR AGENT OF SUCH COMPANY (OR OTHER ENTITY) AND YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH COMPANY (OR OTHER ENTITY).

THE "EFFECTIVE DATE" OF THIS AGREEMENT IS THE EARLIER OF: (I) THE DATE YOU DOWNLOADED THE SOFTWARE; OR (II) THE DATE YOU FIRST USED THE SOFTWARE.

FOR THE PURPOSE OF THIS AGREEMENT, YOU AND, IF APPLICABLE, SUCH COMPANY (OR OTHER ENTITY) CONSTITUTES "CUSTOMER".

THIS AGREEMENT CONSTITUTES A LEGALLY ENFORCEABLE AGREEMENT BY AND BETWEEN YOU AND ZETTASET.

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1.   Accepted Order. In order to receive access to the Software (as defined below), a completed Zettaset order form must be submitted to Zettaset by Customer. Once such submitted Zettaset order form has been accepted by Zettaset (an "**Accepted Order**"), Zettaset will provide you with an invoice for the use of the Software and Customer may use the Software in accordance with the terms and conditions of this Agreement.

2.   License and Support Services. During the term of this Agreement, Zettaset grants to Customer a nonexclusive, nontransferable, nonsublicensable, revocable and limited license to download, access and use the Zettaset software together with the Third Party Software (as defined below) (collectively, "**Software**") solely for Customer's internal purposes. If the Accepted Order indicates the purchase of support and maintenance services, Zettaset will use commercially reasonable efforts to provide support and maintenance services for the Software as outlined at https://zettaset.com/customer-support. For the purpose of this Agreement, "**Third Party Software**" means certain third party and open source software described at https://zettaset.com/thirdpartysoftware.

3.   License Restrictions. Except as expressly authorized by this Agreement, Customer may not: (i) modify, translate or create derivative works of the Software; (ii) disassemble, decompile or reverse engineer the Software (except to the extent and for the express purposes authorized by applicable laws); (iii) sell, assign, sublicense, rent, lease, loan, provide, distribute or otherwise transfer all or any portion of the Software; (iv) allow the transfer, transmission, export, or re-export of the Software, or any portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency; (v) access or use the Software in order to build a competitive product or service or copy any features, functions or graphics of the Software; or (vi) cause or permit any other party to do any of the foregoing. In addition, Customer will not remove, alter or obscure any proprietary notices in the Software, including copyright notices, or permit any other party to do so.

4.   Fees. In exchange for the use of the Software, Zettaset will invoice Customer the fees set forth in the Accepted Order, and Customer will pay such invoiced amounts in accordance with the terms and conditions set forth in the Accepted Order. Interest on any late payments will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is finally paid in full. All payments due under this Agreement will be made: (i) by bank wire transfer in immediately available funds to an account designated by Zettaset; and (ii) in U.S. Dollars. Customer will pay, indemnify and hold Zettaset harmless from and against any and all sales, use, excise, import, export, value added or similar taxes, all government permit, all license fees and all customs, duty, tariff and similar fees levied upon the

provision of the Software under this Agreement, and any costs associated with the collection or withholding thereof, including penalties and interest.

5. Ownership. As between the parties and subject to the grants under this Agreement, Zettaset owns all right, title and interest in and to the Software and any and all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing ("**Intellectual Property Rights**") embodied in the foregoing or related thereto.

6. Nondisclosure and Publicity. "**Confidential Information**" means all information disclosed (whether in oral, written, or other tangible or intangible form) by Zettaset to Customer concerning or related to this Agreement or Zettaset (whether before, on or after the Effective Date) which Customer knows or should know, given the facts and circumstances surrounding the disclosure of the information by Zettaset, is confidential information of Zettaset. Confidential Information includes, but is not limited to, the components of the business plans, the Software (excluding the Third Party Software), inventions, design plans, financial plans, computer programs, know-how, customer information, strategies, benchmark and other testing results and other similar information. Customer will, during the term of this Agreement and thereafter, maintain in confidence the Confidential Information and will not use such Confidential Information except as expressly permitted herein. Customer will use the same degree of care in protecting the Confidential Information as Customer uses to protect its own confidential information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will be used by Customer solely for the purpose of carrying out Customer's obligations under this Agreement. Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Agreement through no fault of Customer; (ii) Customer can reasonably demonstrate was in its possession prior to first receiving it from Zettaset; (iii) Customer can demonstrate was developed by Customer independently and without use of or reference to the Confidential Information; or (iv) Customer receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. Customer agrees that damages would be an inadequate remedy in the event of a breach of this Section 6. Therefore, Customer agrees that Zettaset is entitled, in addition to any other rights and remedies otherwise available, to injunctive and other equitable relief in the event of Customer's breach or threatened breach of this Section 6 without the posting of a bond or other security. Notwithstanding any terms to the contrary in this Agreement, any suggestions, comments or other feedback provided by Customer to Zettaset with respect to Zettaset or the Software, including the results of any benchmark or other testing (collectively, "**Feedback**") will constitute Confidential Information. Further, Zettaset will be free to use, disclose, reproduce, license and otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise. Customer consents to Zettaset's use of Customer's name and logo on Zettaset's website and publicly-available materials, identifying Customer as a customer of Zettaset and describing Customer's use of the Software.

7. Warranty. For a period of 90 days from the earlier date of purchase or date you accessed the Software, Zettaset warrants that the media on which the Software is distributed will be free from defects in materials and workmanship**[and that the Software will perform substantially in accordance with the functional specifications contained in the applicable documentation]**. Customer's sole remedy for any breach of warranty is for Zettaset to repair the Software, replace the Software or refund the fees you paid for the Software, which will be at Zettaset's sole discretion. Any written or oral information or representations provided by Zettaset, its agents, employees, resellers, consultants or service providers with respect to the use or operation of the Software will in no way increase the scope of this warranty.

8. Disclaimer. EXCEPT AS PROVIDED IN SECTION 7, THE SOFTWARE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND. ZETTASET AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL BE FREE FROM BUGS, ERRORS, OR OMISSIONS. ZETTASET AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SOFTWARE WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL (I) WARRANTIES OF MERCHANTABILITY, (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT ZETTASET KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), AND (III) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS RELIED ON NO WARRANTIES.

9. Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY, EACH PARTY'S INDEMNIFICATIONS OR ANY USES OF THE ZETTASET PRODUCT IN ANY UNAUTHORIZED MANNER, IN NO EVENT: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE OF THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO ZETTASET UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACCRUAL OF THE FIRST CLAIM. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, ZETTASET'S LIABILITY WITH RESPECT TO ZETTASET'S INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED TWO TIMES THE AMOUNT PAID MY CUSTOMER TO ZETTASET DURING THE FOR THE 12 MONTH PERIOD PRIOR TO THE ACCRUAL OF THE FIRST CLAIM. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 9 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. Indemnification.

Zettaset, at its sole expense, will defend Customer from and against any and all third party claims, suits, actions or proceedings (each a "**Claim**"), and indemnify Customer from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) that are finally awarded by a court of competent jurisdiction or included in a settlement approved, in advance and in writing, by Zettaset resulting from or arising in connection with any Zettaset Product (solely in the form delivered to Customer) infringing any Intellectual Property Rights of any third party. In the event of a Claim pursuant to this Section 10, Zettaset may, at Zettaset's option and at Zettaset's expense: (i) obtain for Customer the right to continue to exercise the license granted to Customer under this Agreement; (ii) substitute equivalent non-infringing product; (iii) modify the Zettaset Product to make it non-infringing; or (iv) terminate this Agreement. Upon a termination of this Agreement pursuant to Section 12, Customer must return the Zettaset Product and, within 30 days of Zettaset's receipt of the Zettaset Product, Zettaset will refund the amount Customer paid to Zettaset adjusted pro-rata for any period during the applicable Subscription Period when the Zettaset Product was provided to Customer. Zettaset's indemnification obligations hereunder do not extend to Claims arising from or relating to: (a) any negligent or willful misconduct of Customer or a party acting on its behalf; (b) any use of the Zettaset Product in combination with any equipment, software, data or any other materials where the infringement would not have occurred but for such combination; (c) any modification to the Zettaset Product where the infringement would not have occurred but for such modification; (d) the use of the Zettaset Product by Customer or any third party in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; or (e) the continued use of the Zettaset Product after Zettaset has provided substantially equivalent non-infringing product/software.

11. Third Party Licenses. Notwithstanding any terms to the contrary in this Agreement: (i) Customer acknowledges and agrees that Customer's use, reproduction, modification and creation of derivative works of the Third Party Software is subject to and governed by the terms and conditions applicable to the Third Party Software described at https://zettaset.com/thirdpartysoftware (and incorporated into this Agreement by reference); and (ii) Zettaset makes no warranties or representations of any kind to Customer regarding the Third Party Software or that the terms or conditions applicable to the Third Party Software may not change or be altered by such third parties at any time.

12. Termination. Unless terminated as set forth herein, the term of this Agreement will commence on the Effective Date and continue through the date set forth in the Accepted Order. Either party may terminate this Agreement, for cause, if the other party: (i) breaches this Agreement and does not remedy such failure within 30 days after its receipt of written notice of such breach; or (ii) terminates its business activities or becomes insolvent, admits in writing to its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority (that is not discharged within 30 days). Further, notwithstanding any terms to the contrary in this Agreement, in the event of Customer's breach of Sections 2, 3 or 6, Zettaset may immediately terminate this Agreement. Upon the expiration or termination of this Agreement: (i) all rights granted to Customer under this Agreement will immediately cease; and (ii) Customer will promptly provide Zettaset with all Confidential Information then in its possession or destroy all copies of such Confidential Information, at Zettaset's sole discretion and direction. Notwithstanding any terms to the contrary in this Agreement, this sentence and the following Sections will survive any termination or expiration of this Agreement: 3, 4, 5, 6, 8, 9, 10, 11 and 13.

13. Miscellaneous.

Entire Agreement. This Agreement, including the Accepted Order (which is incorporated herein by reference), sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom.

Export Restriction. The Software is subject to United States export laws and regulations. Customer must comply with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end users, and end use. In particular, but without limitation, the Software may not be exported or re-exported: (i) into any United States embargoed countries; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list.

United States Government Restricted Rights. The Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software – Restricted Rights at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR supplement, as applicable. The Software is licensed solely under the terms of this Agreement. If a government entity believes that it has additional rights because it is a government entity, that government entity will provide Zettaset with all such proof of rights prior to acceptance of this Agreement.

Independent Contractors. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. The state or federal court in Santa Clara County, California will be the jurisdiction in which any suits should be filed if they relate to this Agreement. Prior to the filing or initiation of any action or proceeding relating to this Agreement, the parties must participate in good faith mediation in Santa Clara County, California. If a party initiates any proceeding regarding this Agreement, the prevailing party to such proceeding is entitled to reasonable attorneys' fees and costs for claims arising out of this Agreement.

Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by Customer, by operation of law or otherwise, without the prior written consent of Zettaset, and any attempted transfer, assignment or delegation without such consent will be void and without effect. Zettaset may transfer, assign or delegate any right or duty under this Agreement without the prior written consent of Customer. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

Amendments and Waivers. No modification, addition or deletion, or waiver of any rights under this Agreement will be binding on a party unless made in a non-preprinted agreement clearly understood by the parties to be a modification or waiver, and signed by a duly authorized representative of each party. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.

Notices. Any notice or communication required or permitted to be given hereunder must be in writing signed or authorized by the party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by confirmed email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as identified on this Agreement or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered.

Force Majeure. Except for payments, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to Acts of God, government actions, war, civil disturbance, insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by a party's suppliers or subcontractors, transportation difficulties or shortage of energy, raw materials or equipment. In the event of any such delay the date of delivery will be deferred for a period equal to the time lost by reason of the delay.

Section Headings. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

Construction. This Agreement will be fairly interpreted in accordance with its terms and, as each party acknowledges, the benefit of counsel in the drafting and negotiation thereof will not be construed in favor of or against any party.

Severability. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.