



END-USER LICENSE AGREEMENT

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/OR HARDWARE, INCLUDING ANY UNDERLYING SERVICES, OR ANY TECHNOLOGY, IDEA, DATA AND DATABASES, ALGORITHM OR INFORMATION CONTAINED THEREIN OR PROVIDED THEREWITH (COLLECTIVELY, THE “PRODUCTS”). CLICKING “I AGREE” OR OTHERWISE DOWNLOADING, INSTALLING AND/OR USING THE PRODUCTS ESTABLISHES A BINDING AGREEMENT BETWEEN YOU AS THE PERSON LICENSING THE PRODUCTS, EITHER ON BEHALF OF YOURSELF OR ANY THIRD PARTY ENTITY (“YOU” OR “LICENSEE”) AND SEVONE, INC. (“SEVONE”), YOU (WHETHER AN INDIVIDUAL OR FORMAL LEGAL ENTITY) (HEREINAFTER REFERRED TO AS “YOU”), AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH RESPECT TO YOUR USE OF THE PRODUCTS.

BY INSTALLING AND/OR BY USING THE PRODUCTS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL CAPACITY AND AUTHORITY TO ENTER INTO A BINDING AGREEMENT TO ADHERE TO THE TERMS AND CONDITIONS SET FORTH HEREIN, AND THAT THE PRODUCTS WILL BE USED ONLY IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND WITH ALL APPLICABLE LAWS. IF AN INDIVIDUAL IS REGISTERING OR USING THE SOFTWARE ON BEHALF OF AN ENTITY OR ORGANIZATION, THAT INDIVIDUAL WARRANTS, REPRESENTS, AND COVENANTS TO SEVONE THAT SUCH INDIVIDUAL IS DULY AUTHORIZED TO AGREE TO THESE TERMS AND CONDITIONS ON BEHALF OF THE ORGANIZATION AND TO BIND THE ORGANIZATION TO THEM. WHERE APPLICABLE, THIS AGREEMENT APPLIES TO ALL PRODUCTS PROVIDED BY SEVONE, INCLUDING ANY EVALUATION LICENSE.

IN THE EVENT CUSTOMER HAS EXECUTED A SEPARATE MASTER AGREEMENT WITH SEVONE, OR A SEVONE AUTHORIZED RESELLER, SUCH MASTER AGREEMENT SHALL INSTEAD GOVERN THE PARTIES’ RESPECTIVE RIGHTS AND OBLIGATIONS WITH RESPECT TO THE SUBJECT MATTER SET FORTH HEREIN.

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, 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 (the “Software,” which includes any updates and upgrades thereof provided as part of SevOne’s support and maintenance services), as specified in an order submitted by Customer and accepted by SevOne (each, an “Order”), solely for Customer’s own internal business operations, (which includes internal data processing), in accordance with the related Documentation, and in accordance with the license term, scope and type of use set forth in such Order, at the installation site set forth in the Order (the “Site”). Customer will keep Documentation with the Software and not allow any unauthorized access to, copying of, or the creation of derivative works from, the Documentation. The Software may be pre-installed on hardware, as designated in the applicable Order (the “Hardware”). Unless otherwise authorized by SevOne in writing, Software may only be used on the particular Hardware provided by SevOne, as set forth in the Order and specified by serial number. Customer may not relocate the Hardware on which the Software resides without SevOne’s prior written consent. “Software” shall not mean software subject to open source, GPL or similar licensing terms. Any use of such third party software shall be governed by such third party’s terms and conditions, as identified in the then-current Documentation. Any such third party terms shall take precedence over the terms of this Agreement, which shall solely govern Customer’s rights and obligations with respect to such third party Software. See <http://sevone.com/Edge-Technologies-EULA.pdf> for current third party terms.

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 Hardware; (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 Hardware. Further Customer is not licensed to, and shall not, install any other product or software on the Hardware, nor may Customer de-install



the Software from the Hardware, without the prior, express written consent of SevOne. Additional rights and/or restrictions regarding use of the Software and/or the Hardware 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 Hardware, (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 Hardware or any portion thereof to any affiliate or any other third party, unless otherwise authorized by SevOne in writing.

1.4 Audit Rights. In the event the use of the Software exceeds that licensed by Customer, as set forth in the Order, 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 Hardware 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.

1.5 Remote Diagnostics. Customer agrees that the Software may transmit to SevOne technical and related information about Customer's use of the Software which may include, without limitation, system performance, capacity usage, hardware faults, internet protocol address, hardware identification, operating system, application software, peripheral hardware, and other non-personally identifiable Software usage statistics to trouble shoot the Software and/or Hardware, facilitate the provisioning of updates, support, invoicing or online services, and to enhance, improve, and develop current and future SevOne products and services. Such transmission may be on a daily or other periodic basis, or upon a failure or crash of the Software. Customer also agrees that SevOne may transfer such information to other companies in the SevOne group of companies from time to time.

1.6 Maintenance and Support. Upon payment of applicable fees, SevOne will provide maintenance and support services to Customer in accordance with SevOne's maintenance and support policy, set forth at <http://sevone.com/SevOne-Maintenance-and-Support-Policy.pdf>.

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 Software infringes any United States patent or copyright. SevOne's obligation to indemnify Customer under this Section 2 shall be subject to Customer: (i) promptly notifying SevOne in writing promptly upon 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.

2.2 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 Software 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 Software 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 Software after SevOne has informed Customer of modifications of the Software required to avoid such claims and offered to implement those modifications, if such claim would have been avoided by implementation of such modifications.

2.3 Infringement Remedies. If Customer's use of the Software becomes enjoined, SevOne may at its sole option: (i) procure, at no cost to Customer, the right to continue using the Software; (ii) replace or modify the Software 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 Software, and, if Customer



returns such Software to SevOne, refund to Customer (a) for perpetual licenses, the price originally paid by Customer to SevOne for such Software as depreciated or amortized by an equal annual amount over five (5) years, or (b) for subscription, prepaid fees for the remainder of the subscription term, on a pro rata basis.

2.4 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.

2.5 LIMITED WARRANTY; DISCLAIMER. SevOne warrants that, at the time of initial delivery and for thirty (30) days thereafter (the "Warranty Period"), 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. 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. EXCEPT AS SPECIFIED IN THIS SECTION 2.5, 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. 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. 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. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

4. Termination

4.1 By Either Party. 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 material default under this Agreement within thirty (30) days of SevOne sending to Customer a default notice, or (ii) 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 Hardware to a third party.

4.2 By Customer. Customer may terminate this license at any time for any reason, upon written notice to SevOne.

4.3 Effect of Termination. Upon any termination of this Agreement or an Order, for any reason, 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, 2.4, 3, 4.3, 5, and 6 shall survive termination of this Agreement.

5. Confidentiality. 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. 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. 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; or (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. (a) 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. (b) 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. (c) This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original. (d) 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. (e) 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. (f) Customer hereby acknowledges that the Software and Hardware supplied by SevOne hereunder may be 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 any Software and Hardware 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. (g) 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 delivered by overnight express or other delivery service, to the party at the address listed above. (h) 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.

By signing below, the parties have caused this Agreement to be duly executed by their respective authorized representatives, effective from the date last signed below or initial sale, license or provision of services by SevOne, if earlier (the "Effective Date").

On behalf of SevOne, Inc.
Signed: _____
Print Name: _____
Title: _____
Date: _____
Address: 800 Boylston Street
29th Floor
Boston, MA 02199

On behalf of CUSTOMER: _____
Signed: _____
Print Name: _____
Title: _____
Date: _____
Address: _____
