LIQUIDWARE EVALUATION SOFTWARE LICENSE AGREEMENT V.201805

This Evaluation Software License Agreement ("Agreement") is by and between the Liquidware entity identified below ("Liquidware") and the Customer identified below ("Customer") and is effective on the last date under the parties signatures below ("Effective Date"). Customer wants to obtain an evaluation license to Liquidware's software identified below ("Licensed Software"). The parties agree as follows:

This Agreement consists of this introduction and the terms and conditions that follow, sets forth the entire agreement and understanding between Liquidware and Customer with respect to the subject matter thereof, and supersedes and merges all prior oral and written agreements, discussions and understandings between Liquidware and Customer with respect to the subject matter hereof. Neither Liquidware nor Customer shall be bound by any conditions, inducements or representations other than as expressly provided for herein. Notwithstanding the foregoing, the Agreement will not supersede the terms of any non-disclosure agreement entered into between Liquidware and Customer unless a written addendum refers to the specific non-disclosure agreement that the Agreement supersedes. The terms of this Agreement will prevail over any conflicting provision in any purchase order or any other instrument of Customer regardless of execution by Liquidware unless such provision is expressly agreed to by Liquidware. In addition, the terms of this Agreement replace and supersede Liquidware's standard clickwrap license agreement that accompanies the Licensed Software or its download.

TERMS AND CONDITIONS

1. **LICENSED SOFTWARE TERMS**.

1.1 **License**. Subject to the terms of the Agreement, Liquidware grants Customer the limited, non-exclusive, nontransferable right and license to (i) use the executable version of the Licensed Software for the authorized number of Users solely for Customer's internal evaluation use for a period of ten days from the Effective Date (unless Liquidware agrees in writing to extend such period) ("Evaluation Period"); and (ii) make copies of the Documentation for Customer's evaluation use during the Evaluation Period. "User" means a named individual who may use the Licensed Software. Customer may not use the Licensed Software with more than the authorized number of Users; unless Liquidware and Customer otherwise agree in writing, use is limited to a single User. "Documentation" means the Liquidware authored user guides and manuals accompanying the Licensed Software and any "Help" files accessible during use of the Licensed Software.

1.2 **Termination**. The Agreement is effective until the end of the Evaluation Period unless earlier terminated as set forth below. Customer may terminate this Agreement at any time by ceasing its use of the Licensed Software. Liquidware may terminate this Agreement by notifying Customer at any time for any reason or no reason. Upon any termination of the Agreement, Customer shall (a) immediately cease all use of the Licensed Software, (b) either return to Liquidware or destroy all copies of the Licensed Software in Customer's possession or control and (c) certify in writing to Liquidware that its responsibilities in (a) and (b) above have been promptly performed.

1.3 **Third Party Software**. "Third Party Software" means software that is included in or provided with the Licensed Software that is not proprietary to Liquidware and that is identified in the Documentation as third party software. The Documentation identifies all Third Party Software. In addition to the terms set forth in this Agreement, the Third Party Software is provided according to the license terms set forth in the Documentation regarding such Third Party Software; if there is a conflict between the license terms for such Third Party Software and this Agreement, the Third Party Software license terms control with respect to such Third Party Software.

1.4 **Reservation of Rights**. Customer shall not, and shall not permit others to: (i) transfer or sublicense the Licensed Software; (ii) provide third parties with access to the Licensed Software; (iii) disassemble, reverse engineer or decompile the Licensed Software, source code, structure, algorithms or ideas underlying such Licensed Software, or cause or permit reverse engineering, disassembly or recompilation of the Licensed Software, solely to the extent, if any, that applicable law requires that such activities be permitted; (iv) avoid, circumvent or disable any security device, procedure, protocol or mechanism that Liquidware may include, require or establish with respect to the Licensed Software; (v) publish or provide the results of any benchmark or comparison tests run using the Licensed Software to any third party; (vi) modify the Licensed Software; or (vii) use the License Software other than for evaluation purposes. Liquidware reserves all rights not expressly granted herein. Except as set forth in the Agreement, no express or implied license or right of any kind is granted to Customer regarding the Licensed Software. Customer shall reproduce and include the copyright notices and other proprietary notices on all copies of the Licensed Software that Customer is authorized to make.

1.6 **Licensed Software Utility.** The Licensed Software contains a utility that allows the Licensed Software to collect Customer name, IP address information of the server on which the Licensed Software is operating, and Licensed Software usage data; this information is transmitted to Liquidware in the United States. Liquidware uses this information for testing, QA and product and service improvement purposes. Customer can disable the transmission of this information to Liquidware by disabling Internet access for the server on which the Licensed Software is operating.

1.7 **Restricted Rights**. The following applies to all acquisitions of the Licensed Software and Documentation by or for the U.S. government or by any prime contractor or subcontractor under any contract, grant or other activity with the U.S. government. The Licensed Software and Documentation and services utilizing the Licensed Software and Documentation provided under this Agreement are "commercial items" as that term is defined at 48 C.F.R. 2.101 consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and other applicable acquisition regulations and are provided to the U.S. Government only as a commercial item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, all U.S. Government users and licensees acquire the Licensed Software and its associated services and Documentation with only those rights and subject to the restrictions set forth in this Agreement. Notwithstanding the foregoing, the Licensed Software and its associated services and Documentation may not be acquired by the U.S. government pursuant to a contract incorporating clauses prescribed by FAR Subpart 27.4 or DFARS Subpart 227.4.

1.8 **Audit**. Liquidware may, at its expense, conduct an audit to verify that Customer is using the Licensed Software in accordance with this Agreement. Any such audit shall be conducted during regular business hours, not more than once per year, and shall not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has distributed or allowed use of the Licensed Software in excess of the use permitted by this Agreement, then Customer shall pay Liquidware for such unauthorized use based on the Liquidware retail price list in effect at the time the audit is completed. If the unpaid license fees exceed five percent (5%) of the license fees paid, then Customer shall pay Liquidware's reasonable costs of conducting the audit.

1.9 **Feedback..** Customer hereby grants Liquidware a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Licensed Software any suggestions, enhancement requests, recommendations or other feedback provided by you relating to the Licensed Software ("Feedback"). Liquidware may use and incorporate any Feedback without any compensation or acknowledgement to Customer. Liquidware is not under any obligation to use or incorporate any Feedback.

2. **SERVICES**.

2.1 **No Support Services**. Liquidware will not provide any support or maintenance for the Licensed Software under this Agreement.

2.2 **Ownership of Deliverables.** Liquidware or its third party suppliers own all rights, title and interest in any deliverables provided from any proof of concept or other professional services rendered hereunder ("Services") and any and all enhancements, suggestions, contributions, modifications or additions that are contributed or added thereto by Liquidware, Customer or others (collectively, the "Deliverables"), including but not limited to all worldwide copyrights, trade secrets, trademark, confidential and proprietary rights therein. Deliverables contain proprietary information belonging to Liquidware and its third party suppliers, and that nothing herein gives Customer any right, title or interest in such Deliverables except as otherwise expressly set forth herein. Notwithstanding the foregoing, Liquidware grants Customer a limited license to use the Deliverables for Customer's internal business purposes during the term of the Agreement.

2.3 **Statement of Work.** Services shall be specified in one or more written Statement(s) of Work signed by both Liquidware and Customer.

3. **GENERAL TERMS**.

3.1 **Delivery**. Liquidware shall make available via electronic download to Customer the Licensed Software and Documentation ordered. Notwithstanding any provision under a separate Statement of Work which may require Liquidware to perform certain services in the nature of installation of the Licensed Software or configuration of Customer's computers, networks or other systems, delivery shall be deemed complete upon delivery of an access key to Customer allowing Customer to

download the Licensed Software. Any delivery dates or period for delivery are approximate and not a guarantee. Under no circumstances will Liquidware be liable for failure of delivery or delay in delivery, caused in whole or in part by circumstances beyond Liquidware's reasonable control. In such circumstances, Customer is not relieved from accepting delivery and paying the agreed price when the cause interfering with delivery is removed. Customer is responsible for installation of the Licensed Software unless otherwise provided in a Statement of Work.

3.2   Disclaimers. The Licensed Software is being provided for evaluation purposes only on an "as-is" basis. LIQUIDWARE MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ORAL OR WRITTEN, WITH RESPECT TO THE LICENSED SOFTWARE, THE SUPPORT SERVICES AND ANY OTHER SERVICES PROVIDED PURSUANT TO THE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION (I) OF MERCHANTABILITY, (II) OF SATISFACTORY QUALITY, (III) OF FITNESS FOR A PARTICULAR PURPOSE, (IV) NON-INFRINGEMENT, OR (V) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

3.3   Confidentiality. "Proprietary Information" means trade secrets other information that is of value and treated as confidential. The unauthorized use or disclosure of Liquidware's Proprietary Information may cause great harm to Liquidware. Accordingly, Customer will maintain Liquidware's Proprietary Information in confidence and not disclose, display, transmit, or otherwise make available Liquidware's Proprietary Information in whole or in part to any third party, or use Liquidware's Proprietary Information for any purpose whatsoever other than as expressly authorized in the Agreement. The obligations in this Section will continue until such time as the Proprietary Information is no longer protected by applicable law (through no fault by Customer).

3.4   Contact Information. Customer will provide to Liquidware certain business contact information regarding its personnel (including names, phone numbers, and e-mail addresses). Customer hereby authorizes Liquidware to use, store and process this information anywhere Liquidware or its affiliates do business, which may include the United States. Liquidware will process and use such information only in connection with the parties' business relationship and in accordance with its privacy policy available at http://www.liquidware.com/privacy, and may provide such information to its contractors, business partners, assignees and affiliates for uses consistent with their collective business activities in connection with the business relationship between Liquidware and Customer, including communicating with Customer personnel (for example, for processing orders, for promotions, and for market research). Customer represents and warrants that it has obtained all consents necessary for Liquidware and its affiliates to store, process and use such information as set forth above. If Customer or any individual has any questions regarding Liquidware's use of such information or wants to access, update or remove such information, Liquidware may be contacted at marketing@liquidwarelabs.com.

3.5   MAXIMUM LIABILITY LIMITATIONS.
(a)   IN NO EVENT WILL LIQUIDWARE AND ITS SUPPLIERS' AGGREGATE LIABILITY FOR ANY DAMAGES REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVER EXCEED THE GREATER OF US$50 OR ALL AMOUNTS PAID HEREUNDER.
(b)   IN NO EVENT WILL LIQUIDWARE AND/OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, GOODWILL, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR RESULTING FROM THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF LIQUIDWARE AND/OR ITS SUPPLIERS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF THE DAMAGES OCCURRING, AND WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.
(c)   The limitations above in this Section do not apply to a situation if, and only to the extent that, the limitations cannot under applicable laws limit the liability of Liquidware in that situation.

3.6   Export Controls. The Licensed Software and the underlying information and technology may not be used, exported, re-exported or downloaded in violation of the laws and administrative regulations of the United States or any other applicable jurisdiction. Customer shall comply with all applicable laws and regulations whenever Customer transfers, exports, or re-exports the Licensed Software. Further Customer represents that it and its officers, directors or personnel are not named on any U.S. government denied-party list.

3.7   Notices. Any notices to Liquidware regarding this Agreement should be made to legal@liquidware.com. Liquidware may contact and notify Customer at the email address indicated above or that Customer has otherwise provided to its authorized reseller. Customer agrees to Liquidware's receipt of the contact information that Customer provided to the authorized reseller. All notices will be deemed received upon the party's receipt of the notice.

3.8   Counterparts. The Agreement may be executed in one or more counterparts, each of which will for all purposes be deemed an original and all of which will constitute the same instrument.

3.9   Assignment. Customer may not assign this Agreement or the rights and obligations thereunder to any other person or entity without the prior written consent of Liquidware. Liquidware may assign or delegate any or all of its right or obligations under this Agreement in whole or in part in its discretion. Any assignment in violation of this Section is void and of no effect. This Agreement will be binding upon and inure to the benefit of the parties, their legal representatives, permitted transferees, successors, and assigns as permitted by this Agreement.

3.10   Miscellaneous. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will be valid and enforceable to the fullest extent permitted by applicable law. No waiver or modification of any provision of this Agreement will be effective unless it is in writing, refers to this Agreement, and is signed by authorized representatives of the parties. No failure or delay by either party to exercise any right, power, or remedy constitutes a waiver of that right, power, or remedy. A party's waiver of the performance of any covenant or any breach is not to be construed as a waiver of any succeeding breach or of any other covenant.

3.11   Governing Law and Venue.
(a)   This Agreement will be exclusively construed, governed and enforced in all respects in accordance with the internal laws (excluding all conflict of law rules) of the following: (i) England and Wales if Customer is located in the United Kingdom, Netherlands, Sweden, Norway or Finland, (ii) Switzerland if Customer is located in a country in the European Union (excluding UK, Netherlands, Sweden, Norway and Finland), or (iii) the State of Illinois, USA, if Customer is located in in any country other than those described in subpoints (i) or (ii) above. The United Nations Convention on Contracts for the International Sale of Goods will not apply in any respect to this Agreement or the parties thereto.
(b)   If Customer is located in the United States, then the exclusive jurisdiction and venue for all disputes regarding this Agreement will be a court of competent jurisdiction in Cook County, Illinois. Otherwise, all disputes regarding this Agreement shall be finally resolved by binding arbitration before a single arbitrator pursuant to the then-existing Rules of Conciliation and Arbitration ("Rules"), and under the auspices, of the International Chamber of Commerce ("ICC"). The arbitrator shall be knowledgeable in the chosen law and the software industry. At either party's request, the arbitrator shall give a written opinion stating the factual basis and legal reasoning for the decision. The arbitrator shall have the authority to determine issues of arbitrability and to award damages as permitted by this Agreement. The parties, their representatives, and any other participants shall hold the existence, content, and result of arbitration in confidence. The arbitration proceedings will be in English and will take place in Chicago, Illinois, USA. Judgment on the arbitration award may be entered in any court having jurisdiction. Notwithstanding the foregoing, Liquidware may, at its sole discretion, seek preliminary judicial relief in any court of competent jurisdiction (including, but not limited to, preliminary injunctive relief) as necessary to enforce its rights in its Proprietary Information or intellectual property.
(c)   The official language of this Agreement is English. All contract interpretations, notices and dispute resolutions are to be in English. Any attachments or amendments to this Agreement are to be in English. Translations of any agreement documents are not to be construed as official or original versions of the documents.