

C-LABS SOFTWARE LICENSE AGREEMENT

C-LABS IS WILLING TO LICENSE THE SOFTWARE (AS DEFINED BELOW) TO YOU ONLY IF YOU ACCEPT THE TERMS AND CONDITIONS IN THIS AGREEMENT.

BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, BY EXECUTING AND/OR SUBMITTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY INSTALLING, COPYING OR OTHERWISE USING ANY PART OF THE SOFTWARE, YOU ARE AGREEING TO THE TERMS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" AND "YOUR" REFER TO THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SOFTWARE. IN THAT CASE YOU MUST RETURN ANY SOFTWARE DELIVERED TO YOU, WITH ALL ACCOMPANYING ITEMS, FOR A FULL REFUND OF THE LICENSE FEE PAID.

This Software License Agreement ("Agreement") is a legal agreement between you, either an individual or a company or other legal entity ("you," "your"), and Connectivity-Labs LLC, a Washington State corporation ("C-Labs"), governing your license of the Software. This Agreement includes any accompanying online or other order form provided by C-Labs, or other order form specifically approved by C-Labs in writing ("Order Form").

1. DEFINITIONS.

The terms below have the meanings indicated when used in this Agreement. Some terms defined in this Section 1 may not be otherwise used and as such are not applicable to this Agreement between you and C-Labs; this Section 1 does not by itself grant any rights to you.

"Documentation" means electronic and/or print end-user documentation provided by C-Labs with the Software.

"Enterprise License" means a license under which you may install and/or access the Software within your entire licensed organization anywhere in the world, subject to the limitations and subscription term, if applicable, identified on the Order Form.

"Site License" means a license under which you may only install and/or access the Software within a single identified physical location which, unless otherwise specified on your Order Form, shall be located at the "ship-to" address listed on your Order Form or, if no "ship-to" address is specified, then the "bill-to" address from where your payment was issued, subject to the limitations and subscription term, if applicable, identified on the Order Form.

"Single License" means a license to install and/or access the Software on a single, identified device, subject to the limitations and subscription term, if applicable, identified on the Order Form. A hardware partition or blade is considered to be a separate device, as is a virtual machine or similar hypervisor/container. Each executing instance of the software requires a distinct Single License.

“Software” means the C-Labs computer programs accompanying or provided under this Agreement as set forth on the applicable Order Form, including object code computer software, any updates provided under this Agreement, and all associated Documentation.

2. LICENSE; RESTRICTIONS.

2.1 License Terms. The Software is licensed, not sold, to you. Some terms (such as the particular Software components licensed, and the license type, duration and other metrics) may be set forth on the Order Form.

2.2 Subscriptions. Where the Software is licensed on a subscription basis, your rights to use the Software are limited to the subscription period. You may have the option to extend your subscription. If you extend your subscription, you may continue using the Software until the end of your extended subscription period. The Order Form or other accompanying materials set forth the subscription details. After the expiration of your subscription, most or all features of the Software will stop running.

2.3 Evaluation and/or Demonstration Licenses. Where the Software is licensed on an evaluation or demonstration basis, your rights to use the Software are limited to the evaluation period, and you may only use the Software for evaluation purposes, which means for determining if you will acquire a regular license to the Software, or for demonstration purposes, which means for temporary non-production use at a tradeshow, customer briefing center, research facility, academic environment or any similar purpose if approved in writing by C-Labs, and not for commercial use. The evaluation period will begin on the earliest date that all or any part of the Software is downloaded or installed unless otherwise stated on the Order Form. You may have the option to convert your trial rights to a subscription. After the expiration of any trial period without conversion, most or all features of the trial Software will stop running.

2.4 License Grant; Limitations. Provided you have paid all applicable fees, activated the Software using the license key(s) provided to you by C-Labs (if applicable), and subject to all the other terms and conditions of this Agreement, C-Labs hereby grants you a nonexclusive, non-transferable, terminable and limited license to use the Software in object code form only, within the scope of the specific license(s) purchased by you. The Software is licensed for internal use only, which means use by you for your benefit, and not for the benefit of third parties. Any use not specified in this Agreement is expressly prohibited. The features and functionality you acquire with your license will vary based on the license edition you purchase and the features and functionality you purchase. You may only use features and functionality which have been paid for by you.

2.5 Certain Restrictions. You shall not, and you shall not cause or permit anyone to: (i) exceed the number of licenses, users, connections, or other quantities of use agreed to and paid for by you; (ii) transfer the Software to a different designated computer (for Single Licenses) or a different physical location (for Site Licenses); (iii) copy, duplicate or otherwise reproduce the Software, except for one copy for backup purposes; (iv) modify or create derivative works of the Software; (v) reverse engineer, disassemble, decompile or otherwise manipulate the Software, except to the extent expressly permitted by applicable law, and then only after prior written notification has been given to C-Labs specifying the permitted manipulation; (vi) loan, lease, sell, sublicense, resell, distribute, assign or otherwise transfer the Software to any third party including an assignment by operation of law, except that you may allow subcontractors to access the Software pursuant to (h) below; (vii) use the Software on a service bureau or timesharing basis or application service provider basis or for the benefit of any

third parties; (viii) remove, obscure or alter any patent, copyright, trademark or other proprietary rights notice(s) on the Software; or (ix) use, evaluate or view the Software for the purposes of designing or creating any software program, in whole or in part, with features or functions similar to the features or functions of any of the Software.

2.6 Subcontractors. You may permit your independent contractors under contract with you to use the Software in the course of their performance of services for you, provided that you require such independent contractors to maintain the same level of care when using the Software as you exercise with respect to your own most sensitive information. You will be liable for any act or omission of your contractor that is not in compliance with the terms of this Agreement or your agreement with such contractor. You shall indemnify and hold C-Labs harmless from any claims or demands made by any such contractor against C-Labs, and for any breaches of this Section 2.6.

3. MAINTENANCE AND SUPPORT. Where Software or maintenance is licensed on a paid subscription basis, the subscription includes Software updates that are made generally commercially available by C-Labs, subject to your compliance with this Agreement. C-Labs may elect to provide additional components for use with the Software for no additional fee, or subject to an additional fee and/or other terms. Any such update or additional component will be included in the license hereunder and subject to the terms and restrictions of this Agreement, unless otherwise agreed in writing. Support services, if any, are provided under C-Labs' then-current support terms in the form provided by C-Labs, and may be subject to separate support fees, and/or additional fees for support beyond the level included with your subscription. Support services listed on the Order Form, if any, shall expire at the end of your subscription.

4. FEES AND PAYMENT.

4.1 Payment. You agree to pay amounts due hereunder in full, plus any applicable taxes, within 30 days of the date of C-Labs' first invoice for such. All orders and payment obligations under this Agreement are non-cancelable and non-refundable.

4.2 Late Amounts. Any amounts not paid when due will bear interest at the rate of 1.5% per month, which will accrue and be compounded monthly. You agree to reimburse C-Labs for reasonable attorney fees and costs, court expenses and/or collection agency expenses associated with collecting past due balances under this Agreement. Further, if you fail to pay any amounts when due, C-Labs may terminate this Agreement and/or cease the provision to you of any services related to the subject matter of this Agreement.

4.3 Taxes. Any and all payments by you under this Agreement shall be made free and clear of, and without reduction for, withholding, sales, use, or receipts based taxes, or any other present or future taxes based on invoicing or gross turnover activity, or other levies, imposts, deductions, charges or withholdings. If you are required under any applicable law to deduct any tax from or in respect of any amount payable under this Agreement, (i) the sum payable hereunder shall be increased as may be necessary so that after making all required deductions (including deductions applicable to the additional amounts payable under this sentence), C-Labs receives an amount equal to the sum it would have received had no such deductions been made, (ii) you shall make the required deductions, and (iii) you shall pay the full amount deducted to the relevant tax authority or other authority in accordance with applicable law.

5. TERMINATION. This Agreement shall automatically terminate if you fail to comply with any of the terms or conditions of this Agreement, and, if curable, such failure remains uncured for a

period of 15 days after written notice from C-Labs. Any breach of Sections 2, 10 or 13 is deemed an incurable breach. You may terminate this Agreement at any time with 30 days prior written notice to C-Labs, but for clarity, termination will not affect payment obligations accrued or agreed to by you (e.g., under subscriptions for a particular term). Upon any termination of a license or this Agreement, you must (a) cease all use of the Software to which your license(s) have terminated; (b) destroy all copies of the Software to which your license(s) have terminated, in whole or in part, in all forms and formats; and (c) provide C-Labs with written certification that all copies of the Software, whether partial or complete, to which your license(s) have terminated have been destroyed. No license or grant of rights to you and no warranty or maintenance or support obligation of C-Labs will survive any termination or expiration of this Agreement or of any license hereunder; all other provisions of this Agreement will survive any termination or expiration.

6. C-LABS WARRANTIES; DISCLAIMER.

6.1 Limited Warranty. For 30 days from the date of C-Labs' delivery of the Software, C-Labs warrants to you that the software code portion of the Software will perform substantially in accordance with the Documentation; provided, however, that the foregoing warranty shall not apply (A) if you or your subcontractors fail to use the Software strictly in accordance with the Documentation; (B) if the Software is damaged, altered or modified other than by C-Labs; or (C) if the Software is used with software or hardware for which it is not intended. To make a claim for any breach of the foregoing warranty, you must contact C-Labs Technical Support via email at support@c-labs.com to request a return material authorization number, which will be issued at C-Labs' sole discretion. The defective Software must then be returned to C-Labs with the RMA# clearly marked on the outside of the package, postage prepaid, with a copy of your paid invoice and a description of the problem(s) within five (5) days of the reported discovery date for the warranty claim. C-Labs' sole obligation and your sole and exclusive remedy for breach of the foregoing warranties shall be for C-Labs to, at its election, repair or replace the software code portion of the Software with software code that substantially conforms to the Documentation, or terminate the applicable license to the defective Software and refund the price paid for the defective Software license in accordance with your paid invoice. Any repaired or replacement software code are warranted for the balance of the original 30-day warranty period or for 15 days from the date you received the repaired or replacement software code, whichever is longer.

6.2 NO WARRANTY FOR EVALUATION SOFTWARE. NOTWITHSTANDING THE FOREGOING, ANY SOFTWARE LICENSED UNDER AN EVALUATION LICENSE IS LICENSED ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER.

6.3 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, AND C-LABS AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. C-LABS AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE IS VIRUS FREE OR ERROR FREE, THAT ITS USE WILL BE UNINTERRUPTED OR THAT THE INFORMATION CONTAINED IN THE SOFTWARE IS CORRECT OR WILL MEET YOUR REQUIREMENTS.

7. LIMITATION OF LIABILITY.

IN NO EVENT SHALL C-LABS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, TREBLE OR PUNITIVE DAMAGES OR OTHER SIMILAR DAMAGES (SUCH AS LOST PROFITS, LOSS OF USE OR REVENUE, BUSINESS INTERRUPTION OR LOSS OF DATA) IN CONNECTION WITH THIS AGREEMENT OR USE OR PERFORMANCE OF THE SOFTWARE, WHETHER ANY CLAIM THEREFOR IS BASED UPON CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER THEORIES OF LIABILITY.

IN NO EVENT SHALL C-LABS OR ITS LICENSORS BE LIABLE TO YOU UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS THE TOTAL LICENSE FEE PAID BY YOU DURING THE SIX-MONTH PERIOD BEFORE THE CLAIM AROSE FOR THE SOFTWARE THAT GIVES RISE TO THE CLAIM.

THIS LIMITATION OF LIABILITY PROVISION CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT, AND C-LABS WOULD NOT LICENSE THE SOFTWARE TO YOU WITHOUT SUCH LIMITATION.

8. YOUR WARRANTY. You warrant that (a) you have full authority to accept and perform this Agreement; and (b) this Agreement has been duly accepted by you and constitutes a legal, enforceable and binding obligation on you.

9. PROPRIETARY RIGHTS. All title and intellectual property rights in and to the Software are owned by C-Labs and its licensors. The Software is protected by the copyright law of the United States and international treaty provisions. This Agreement does not grant you any rights in connection with any trademark or service mark of C-Labs, and you shall have no right to use C-Labs' corporate name or trademark or service mark of C-Labs directly or indirectly in any papers, articles, advertisements, sales presentations, news releases or releases to any third party without the prior written approval of C-Labs for each such use.

10. CONFIDENTIALITY AND INJUNCTIVE RELIEF. Any information and materials provided by C-Labs or its licensors to you, including without limitation the Software, shall be considered the confidential and proprietary information ("Proprietary Information") of C-Labs. You shall protect the Proprietary Information from unauthorized use or disclosure during the term of this Agreement and thereafter, and you (including your employees if you are a legal entity, and your contractors) shall not use or disclose to any third party such Proprietary Information except as expressly permitted hereunder. Information shall not be considered Proprietary Information if it (a) is or becomes publicly known without your fault, breach of contract or negligence; (b) is independently developed by you without the use of or reliance on any Proprietary Information; or (c) is lawfully disclosed to you by a third party without any duty of confidentiality. Notwithstanding the foregoing, you may disclose that C-Labs has granted you a license to the Software, and C-Labs may disclose that you are a licensee of the Software. In the event of any breach of this provision, or any threat of such breach, C-Labs or its assignees shall be entitled to injunctive relief, specific performance and other equitable relief without any requirement to post bond or other security.

11. INDEMNIFICATION. You shall indemnify and hold harmless C-Labs from and against any claim, loss, liability, damages, settlements, judgment, tax, penalty, fine, fees, or other expenses (including attorney and expert fees and court costs) arising out of or resulting from your (or your employees or other agents, or any subcontractors) acts and omissions related to use or misuse

of the Software, except to the extent any such claim, loss or liability arises out of or results from any gross negligence or intentional misconduct on the part of C-Labs.

12. U.S. GOVERNMENT RESTRICTED RIGHTS. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all software and accompanying documentation provided in connection with this Agreement are “commercial items,” “commercial computer software” and/or “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

13. LAWFUL USE OF SOFTWARE. You shall not use the Software for any unlawful purpose. Without limiting the generality of the foregoing, the Software (and the underlying information and technology) may not be exported or re-exported in violation of the export control laws and regulations of the United States. By using the Software, you represent and warrant that you and your subcontractors are and will be in compliance with all such laws and regulations during the time period you use the Software.

14. NOTICES. Any notice permitted or required to be given under this Agreement shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, by private courier service or by facsimile addressed to the “bill-to” address on your invoice for the Software and/or to C-Labs at 3240 118th Ave SE, Suite 103, Bellevue, Washington 98005, or to such other addresses as the parties may designate by like notice from time to time. A notice so given shall be effective upon (a) receipt by the party to which the notice is given; or (b) on the fifth day following domestic mailing or the tenth day following international mailing, whichever occurs first.

15. AUDIT RIGHTS. You shall maintain complete and accurate books and records relating to compliance with the usage restrictions of the Software. C-Labs shall have the right at its own expense, during normal business hours and upon reasonable written notice to audit your computers, books and records to verify your compliance with the terms and conditions of this Agreement.

16. THIRD-PARTY SOFTWARE. The Software may contain third-party software that requires notices and/or additional or different license terms and conditions. Such required third-party software notices and/or additional or different terms and conditions are set forth on the Order Form or other form of written notification provided by C-Labs and are made a part of the Agreement, but only with respect to the third-party software to which they apply.

17. GENERAL PROVISIONS. This Agreement (including any associated Order Form or other document explicitly incorporated herein) constitutes the final, complete and exclusive agreement between the parties with respect to the subject hereof and supersedes and replaces any and all prior agreements, understandings, promises and representations, oral or written. This Agreement may only be amended or modified in a writing duly executed by representatives of both parties. This Agreement may not be assigned or transferred by you except with the prior written consent of C-Labs. Any prohibited assignment shall be null and void. This Agreement shall be construed and interpreted under the laws of the State of Washington, excluding its choice of law rules. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Except that C-Labs may seek provisional or equitable relief from any court having jurisdiction thereof, any controversy or claim arising out of or relating to this

Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, before a single arbitrator in King County, Washington, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration of any disputes under this Agreement shall be subject to such of the State of Washington's statutes of limitation as would have been applicable had such disputed matter been litigated in a court of law. If any term of this Agreement is invalid, illegal or unenforceable in any jurisdiction, that invalidity, illegality or unenforceability shall not affect any other term of this Agreement or invalidate or render unenforceable that term in any other jurisdiction. No delay or failure of C-Labs to exercise any right under this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of C-Labs' right to exercise such right or to demand strict compliance by you with any terms hereof. Waiver by C-Labs of any particular default of you shall not affect or impair C-Labs' rights with respect to any subsequent default of the same, similar or a different nature. The official version of this Agreement is in English. All contract interpretations, notices and dispute resolutions shall be in English. Any amendment to this Agreement shall be in English.

No terms and conditions contained in any purchase order used by you or any invoice issued by C-Labs will, in any way, be construed to affect this Agreement or in any way bind the other party, except to the extent that such terms are a description of the product, license metrics expressly defined in Section 1 above, fees or payment terms that are associated with this Agreement, and provided that such terms are explicitly accepted by C-Labs. Any other terms and conditions are hereby objected to without need of further notice or objection.

V3-2016-06-15