CurveBeam, LLC

Software License Agreement

IMPORTANT—READ CAREFULLY: Do not install, copy or use the enclosed software, documentation and/or materials until you have carefully read and agreed to the following terms and conditions. This is a legal agreement ("Agreement") between you (either an individual or an entity) ("You") and CurveBeam, LLC ("CB"). If You do not agree to the terms of this Agreement, do not install, copy or use this software, documentation or materials or any portion thereof. By loading or using the software provided herewith, which may include binary code, source code, associated install scripts and online or electronic documentation, or materials or any portion thereof, that is made available by CB to download from any media (collectively "Software"), You agree to all of the terms of this Agreement.

1. LICENSE:

- a. Subject to the terms and conditions of this Agreement, CB grants You the following non-exclusive, non-transferable, royalty-free, limited copyright license to (i) download, copy and use the Software and materials associated with this Agreement, including without limitation printed documentation, (collectively, "Materials"); and (ii) make and distribute copies of the Software and Materials and derivative works thereof, provided that You agree to include all copyright legends and other legal notices that may appear in the Software. Additionally, You agree that any distribution of the Materials to a third party, must include a software license agreement with terms and conditions that are at least as restrictive and protective of CB's intellectual property rights in the Materials as the terms and conditions set forth herein, including but not limited to the terms and conditions set forth in Sections 4 through 7 herein. Except for the limited license granted herein, You shall have no other rights in the Materials, whether express, implied, arising by estoppel or otherwise.
- b. Except as expressly licensed herein, You do not have the right to (i) distribute, rent, lease, sell, sublicense, assign, or otherwise transfer the Materials, in whole or in part, to third parties for commercial use; or (ii) modify, disassemble, reverse engineer, or decompile the Software, or otherwise reduce any part of the Software to any human readable form.
- c. CB is under no obligation to support or provide maintenance for the Materials or to provide any updates or enhancements to You.
- 2. FEEDBACK: You may provide CB feedback, suggestions or opinions as to the Software, its features, and desired enhancements or changes. If You provide feedback, suggestions or opinions to CB regarding any new features, use, functionality, or change to the Software or any materials related to the Software, You hereby agree to grant, and do grant, CB all rights needed for CB to incorporate and commercialize any new feature, use, functionality, or change at no charge or encumbrance to CB. You agree that CB may disclose such feedback, suggestions or opinions to any third party in any manner, and You agree that CB has the ability to sublicense any of the foregoing rights in any feedback, suggestions or opinions or CB products or services in any form to any third party without restriction.
- 3. OWNERSHIP AND COPYRIGHT OF MATERIALS: You agree that the Materials are owned by CB and/or CB's licensors (if any), and are protected by United States and foreign intellectual property laws (e.g. patent and copyright laws) and international treaty provisions. You will not remove the copyright notice from the Materials. You agree to prevent any unauthorized copying of the Materials. All title and copyrights in and to the Materials, all copies thereof (in whole or in part, and in any form), and all rights therein shall remain vested in CB. Except as expressly provided herein, CB does not grant any express or implied right to You under CB patents, copyrights, trademarks, or trade secret information and such rights are reserved to CB and/or its licensors.
- 4. WARRANTY DISCLAIMER: THE MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY, TITLE, OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THOSE ARISING FROM CUSTOM OF TRADE OR COURSE OF USAGE. FOR CLARIFICATION, THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE MATERIALS REMAINS WITH YOU. CB DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS AS TO THE CORRECTNESS, ACCURACY, COMPLETENESS, QUALITY, OR RELIABILITY OF THE MATERIALS. CB DOES NOT WARRANT THAT OPERATION OF THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING THE SOFTWARE AND ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE MATERIALS, INCLUDING BUT NOT LIMITED TO THE RISKS OF PROGRAM ERRORS, DAMAGE TO OR LOSS OF DATA, PROGRAMS OR EQUIPMENT, AND UNAVAILABILITY OR INTERRUPTION OF OPERATIONS. Some jurisdictions do not allow for the exclusion

or limitation of implied warranties, so the above limitations or exclusions may not apply to You. 5. LIMITATION OF LIABILITY: IN NO EVENT SHALL CB OR ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, ITS SUPPLIERS OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTIES IN RECEIPT OF THE MATERIALS UNDER ANY THEORY OF LIABILITY, WHETHER EOUITABLE, LEGAL OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE FOR DAMAGES WHICH, IN THE AGGREGATE EXCEED TEN DOLLARS (\$10.00). IN NO EVENT SHALL CB BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE THE MATERIALS, EVEN IF CB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY USING THE MATERIALS WITHOUT CHARGE, YOU ACCEPT THIS ALLOCATION OF RISK. Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You. 6. EXPORT RESTRICTIONS: You shall adhere to all applicable U.S., European, and other export laws, including but not limited to the U.S. Export Administration Regulations ("EAR"), (15 C.F.R. Sections 730 through 774), and E.U. Council Regulation (EC) No 1334/2000 of 22 June 2000. Further, pursuant to Section 740.6 of the EAR, You hereby certify that, except pursuant to a license granted by the United States Department of Commerce Bureau of Industry and Security or as otherwise permitted pursuant to a License Exception under the EAR, You will not (1) export, re-export or release to a national of a country in Country Groups D:1, E:1 or E:2 any restricted technology, software, or source code it receives from CB, or (2) export to Country Groups D:1, E:1 or E:2 the direct product of such technology or software, if such foreign produced direct product is subject to national security controls as identified on the Commerce Control List (currently found in Supplement 1 to Part 774 of EAR). For the most current Country Group listings, or for additional information about the EAR or Your obligations under those regulations, please refer to the U.S. Bureau of Industry and Security's website at http://www.bis.doc.gov/.

- 7. U.S. GOVERNMENT RESTRICTED RIGHTS: The Materials are provided with "RESTRICTED RIGHTS." Use, duplication or disclosure by the Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013, et seq., or its successor. Use of the Materials by the Government constitutes acknowledgment of CB's proprietary rights in them.
- 8. TERMINATION OF LICENSE: This Agreement will terminate immediately without notice from CB or judicial resolution if You fail to comply with any provisions of this Agreement. Upon termination of this Agreement, You must delete or destroy all copies of the Materials.
- 9. SURVIVAL: Sections 1(b)-(c), 2, 3, 4, 5, 6, 7, 9, 10, 11, 12 and 13 shall survive any expiration or termination of this Agreement.
- 10. APPLICABLE LAWS: Any claim arising under or relating to this Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to principles of conflict of laws. Each party waives any objection which it may have to contest such forum.
- 11. Severability: Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.
- 12. No Waiver: The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 13. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements with respect to the subject matter of this Agreement.

If You agree to abide by the terms and conditions of this Agreement and have authority to bind the company or entity for which you work, please press "Accept." If You do not agree to abide by the terms and conditions of this Agreement and press "Decline," You may not use the Materials.

By selecting "I accept the terms in the license agreement", you agree to abide by the terms and conditions set forth in the end-user license agreement. If you do not agree to abide by these terms and conditions, Cancel the installation.