END USER LICENSE AGREEMENT

YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS BEFORE UTILIZING THE SERVICES OR RELATED PRODUCTS OF CONFIGERO. ACCEPTANCE OF THIS AGREEMENT LIMITS YOUR LEGAL RIGHTS AGAINST CONFIGERO AND IMPOSES ON YOU LEGAL OBLIGATIONS TO CONFIGERO. THIS INCLUDES YOUR ABILITY TO SUE CONFIGERO AND YOUR ABILITY TO RECOVER DAMAGES FROM CONFIGERO.

You are being provided with this document because you desire a username and password ("Login Credentials") to access a service (the "Service") provided by Configero LLC ("Configero") to you either (a) as an authorized user ("Customer User") under a written agreement between Configero and the Configero customer with which you are employed, affiliated or associated ("Ordering Document") or (b) as an independent user of the Service who is not a party to or otherwise bound by the terms of an Ordering Document ("Non-Customer User"). All references to an Ordering Document in this EULA shall apply with respect to Customer Users only.

By utilizing the Login Credentials to access the Service you acknowledge your acceptance of the terms and conditions of this End User License Agreement ("EULA"). If you do not agree to the terms and conditions of this EULA, then do not utilize the Login Credentials, do not access or use any software Configero has provided which is related to the Service ("Software"), and notify Configero in writing of your rejection of the EULA.

Your right to use the Software does not include local installation or possession of the code for the Software and instead only includes remote access to the functionality of the Software as part of the Service. This is a software license and not a sale of software. The Software is licensed to you subject to the Ordering Document (as applicable) and the following terms and conditions which define what you can and cannot do with the Software, as well as conditions and limitations on warranties and remedies. In the event of a direct conflict between the Ordering Document and this EULA, the Ordering Document shall control to the extent of the conflict.

IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF AN ORGANIZATION, ALL REFERENCES TO "YOU" OR "YOUR" IN THIS EULA SHALL MEAN COLLECTIVELY THE ORGANIZATION AND THE END USER OF THE SOFTWARE. IN SUCH INSTANCE, BY UTILIZING THE LOGIN CREDENTIALS YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF THE ORGANIZATION, AND THAT THE ORGANIZATION AGREES TO BE BOUND BY ALL OF THE TERMS OF THIS EULA.

1. **Grant of License.** Subject to your compliance with this EULA, Configero grants to you a non-exclusive, non-transferable, and limited license to use the Software remotely via the Internet solely for internal, in-house use within the United States (subject to the termination rights herein), and pursuant to the Ordering Document and applicable documentation. The Software is protected under copyright, trade secret, and other intellectual property laws. You may not (a) sublicense, reproduce, distribute, market, sell, transfer, or disclose the Software or its documentation, (b) translate, modify, disassemble, or reverse engineer the Software or its documentation (except to the extent permitted by law), (c) create derivative works based on any portion of the Software or its documentation, (d) obtain possession of any source code or other technical material relating to the Software, (e) use the Software after the expiration or termination of this EULA, (f) use the Software in a production environment for the benefit of a third party or for the operation of a service bureau or otherwise directly or indirectly use the Software to generate revenue or otherwise commercially exploit the Software, or (g) remove, alter, or obscure any copyright notice(s) or proprietary legend(s) contained on the media or included in the Software or its documentation, as provided by Configero. Unless agreed otherwise in writing by Configero, you may not make any copies of the Software or its documentation.

2. **Ownership of Software.** The Software is not in the public domain. Configero, its affiliates, and/or its licensors are the owners of all intellectual property rights, including without limitation patent, trademark, copyright, and trade secret rights, in the Software, the corresponding documentation, and

the techniques and ideas embodied and expressed in the foregoing, including the structure, sequence, and organization of the Software (collectively the "Program Concepts"). You acknowledge that, except for the limited license granted hereunder, you have no rights in or to the Software, any documentation, the Program Concepts or any copies thereof.

3. **Free Apps.** Configero reserves the right to modify, suspend, or discontinue any Software provided to you free-of-charge ("Free Apps") at any time with or without notice to you, and Configero will not be liable to you or any third party should it exercise such rights. Configero shall have no uptime, customer support, or technical support obligations with respect to Free Apps.

4. **Proprietary Rights and Information.** In connection with this EULA, you or Configero ("Disclosing Party") may disclose to the other ("Receiving Party") certain Trade Secrets and Confidential Information. The Receiving Party acknowledges and agrees that the Trade Secrets and Confidential Information and any derivative works thereof are the sole and exclusive property of the Disclosing Party (or a third party providing such information to the Disclosing Party). Receiving Party shall hold in confidence and not distribute the Disclosing Party's Trade Secrets or Confidential Information or any portion thereof except to effectuate the purposes of this EULA and then only to (a) employees who have a need to know, and (b) those third parties whose professional involvement necessitates it, such as auditors, accountants, and legal representatives, and who are subject to restrictions on redistribution of the Confidential Information or Trade Secrets at least as restrictive as the Receiving Party's obligations in this Section 2. The Receiving Party shall return, upon request, the Disclosing Party's Trade Secrets and Confidential Information and all materials relating thereto. The Receiving Party's obligations under this EULA with regard to Confidential Information shall remain in effect for the term of this EULA and for three (3) years thereafter; provided the Receiving Party's obligations under this EULA with regard to the Trade Secrets shall remain in effect for as long as such information remains a Trade Secret under applicable law. As used herein, (1) "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential, including, but not limited to, pricing, volume discounts, future business plans, patterns, devices, methods, techniques, know-how, drawings, processes, financial data, financial plans, product plans and information regarding actual or potential customers or suppliers, and (2) "Trade Secrets" means information that (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

5. **Your Data.** You own all right, title, and interest in and to your Confidential Information, Trade Secrets and any information you provide to Configero through your use of the Software (collectively, "Your Data"). You consent to Configero's use and disclosure of Your Data in connection with this EULA and to comply with any request of a governmental or regulatory body (including subpoenas or court orders). Except as provided in this EULA, we obtain no rights to Your Data, including any related intellectual property rights. Configero will notify you of any unauthorized use or disclosure of Your Data within five (5) business days of becoming aware of any such occurrence. You may export or download Your Data stored in the Software at any time during the term of this EULA and for a period of thirty (30) days thereafter.

6. **Limited Warranty.** Configero warrants that (a) the Software does not, and will not at any time during the term of this EULA, contain any virus, Trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, your computer, systems or software; (b) the Software will substantially conform in all material respects to the specifications set forth in the applicable documentation, when operated and used as recommended in such documentation and in accordance with this EULA; (c) Configero will implement reasonable and appropriate safeguards to prevent unauthorized use and disclosure of Your Data; and (d) Configero will comply with all applicable laws.

7. **Warranty Disclaimer.** Without modification or exception to any language provided in an applicable Ordering Document, the Software is licensed to you on an "as is" basis and Configero disclaims any and all warranties, whether express or implied, including, without limitation any warranties of merchantability, fitness for a particular purpose, and non-infringement. Without limiting the foregoing,

you agree that Configero and its officers, directors, agents, and employees, shall have no liability for errors or omissions in the output of the Software, such outputs including, without limitation, the quality or accuracy of any screen displays or reports, the operation of third party equipment controlled by the Software, in the transmission and reception of such data, and in the processing of such data by the Software or other Software. Configero does not represent or warrant that the Software will operate continuously or error free. You expressly accept that the installation, establishment, and maintenance of proper safety controls and procedures and proper monitoring and operation of all equipment within your control is your responsibility and not that of Configero, and hereby disclaim any claims of liability of Configero to any damages that may result from such operation. Reliance upon the Software shall not be considered a basis for transferring any portion of such responsibility to Configero nor a basis for contributory or comparative liability.

8. **Limitation of Liability.** Except for Configero's indemnity obligation under this EULA, in no event will Configero or its officers, directors, agents, and employees, be liable to you for consequential, exemplary, incidental, or indirect damages or costs (including legal fees and expenses) or loss of goodwill or profit in connection with the supply, use or performance of or inability to use the Software or in connection with any claim arising from this EULA, even if Configero has been advised of the possibility of such damages or costs. The maximum aggregate and cumulative liability of Configero for any and all claims under this EULA, regardless of the theory of liability, shall be the sum of the license fees received by Configero for licensing the Software to you under this EULA over the twelve (12) month period leading up to the date the cause of action accrued. No action arising out of this EULA, regardless of form, may be brought by you or any other third party more than two (2) years after the date the cause of action has accrued. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so this paragraph may not apply to you.

9. **Indemnification by You.** You agree to indemnify, defend, and hold harmless Configero and its respective officers, directors, employees, agents, successors, representatives and assigns from any suits, losses, claims, demands, liabilities, costs and expenses (including attorney or accounting fees) sustained, incurred, or arising from your unauthorized use or misuse of the Software or Program Concepts.

10. **Indemnification by Configero.** Configero will indemnify, defend and hold you harmless from and against any and all losses, damages, or expenses arising from any claim or suit alleging that the Software infringes, misappropriates or otherwise violates any U.S. copyright, trademark, patent or trade secret of any third party. You will provide Configero with reasonable assistance to such defense. Configero's indemnity obligation does not apply to the extent that any infringement or misappropriation claim arises from or relates to (a) your unauthorized use or misuse of the Software or (b) your failure to operate the Software in accordance with the applicable specifications and the documentation provided by Configero. THIS SECTION 10 SETS FORTH CONFIGERO'S SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE SOFTWARE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.

11. **Verification.** On the reasonable request of Configero, you shall furnish Configero with a signed statement that the Software and the Program Concepts are being used pursuant to the terms and conditions of this EULA. If Configero has reason to believe that the Software or the Program Concepts are not being used in accordance with the terms and conditions of this EULA, you shall permit Configero to review your relevant records and inspect your facilities to ensure compliance with this EULA. Configero will conduct such inspection during normal business hours in a manner that does not unreasonably interfere with your business operations.

12. **Term and Termination.** This EULA shall become effective when you first utilize the Login Credentials to access the Software. For Customer Users, this EULA shall continue in full force so long as the Ordering Document also remains in full force. For Non-Customer Users, this EULA shall remain in full force and effect until terminated by you or Configero. Non-Customer Users may terminate this EULA by discontinuing use of the Software, uninstalling and destroying all copies of the Software, and providing Configero with written notice of the same. Configero hereby reserves the

right to terminate the license granted in Section 1 without notice at any time upon your breach of any of the terms contained in this EULA.

13. **Effect of Termination.** Upon termination or expiration of this EULA for any reason, (a) you shall immediately return the Software and any copies, together with all related documentation and all usernames and passwords to Configero, or, at Configero's discretion, you shall permanently destroy all copies of the Software and any related documentation in your possession or control, and (b) for a period of thirty (30) days after the effective date of such termination or expiration, Configero will make Your Data available to you for export or download. All sections of this EULA which by their nature should survive termination or expiration of this EULA shall continue in full force and effect, including without limitation, Sections 1, 4–16 and 19.

14. **U.S. Government Restricted Rights**. The following applies to all acquisition of the Software 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 Software provided to you hereunder are "commercial items" as that term is defined at 48 C.F.R. 2.101 (October 1995) consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) 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 (June 1995), all U.S. Government users and licensees acquire the Software and its associated documentation with only those rights and subject to the restrictions set forth in this EULA. Notwithstanding the foregoing, the Software may not be acquired by the U.S. government pursuant to a contract incorporating clauses prescribed by FAR Subpart 27.4 (June 1987) or DFARS Subpart 227.4 (Oct. 1988). If this EULA is inadequate to meet the government's needs or is inconsistent in any respect with Federal law, the government should return the Software, unused, to Configero.

15. **Injunctive Relief.** You acknowledge that remedies at law may be inadequate to provide Configero with full compensation in the event of your material breach of this EULA, and that Configero shall therefore be entitled to seek injunctive relief in the event of any such material breach without the need to post bond or prove the inadequacy of monetary damages.

16. **Governing Law.** This EULA shall be construed and governed in accordance with the laws of the State of Georgia of the United States of America, without regard to its rules regarding conflicts of law. Neither the Uniform Commercial Code, the Uniform Computer Information Transactions Act, nor the United Nations Convention on the International Sale of Goods shall apply to this EULA. You agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Fulton County within the State of Georgia.

17. **Waiver/Severability.** The failure of Configero to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision. If any provision of this EULA is for any reason held unenforceable or invalid then this EULA shall be construed as if such provision were not contained in this EULA.

18. **Assignment.** You cannot assign, sublicense, or transfer this EULA without the prior written consent of Configero. Any attempt by you to sublicense, assign, or transfer any rights, duties, or obligations hereunder is null and void. Notwithstanding the foregoing, a valid assignment of the Ordering Document shall automatically constitute a valid assignment of this EULA. Configero may assign, sublicense, or transfer this EULA, in whole or in part, with notice to you.

19. **Non-compete.** During the term of this EULA and for a period of one (1) year thereafter, you shall not, directly or indirectly, (i) develop, distribute, market, promote, advertise or sell products or services that are competitive with any Configero product or service (the "Restricted Business") in the United States of America, its territories, possessions and commonwealths (the "Territory") or (ii) have an interest in any person or entity that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant. Notwithstanding the foregoing, you may own, solely as an investment, securities of any company traded on any national securities exchange if you do not control, or are not a member of a group which controls, such company and do not, directly or indirectly, own 5% or more of any class of securities of such company. You acknowledge that the restrictions contained in this Section 19 are

reasonable and necessary to protect the legitimate interests of Configero and constitute a material inducement to Configero to enter into this EULA.

20. **Merger.** This EULA comprises the entire EULA between you and Configero, and supersedes any other EULA or discussion, oral or written, with respect to the subject matter of this EULA, other than a fully executed Ordering Document. You acknowledge that your use of the Software shall also be governed by the Ordering Document between you or your organization and Configero. The Ordering Document may restrict your rights and obligations with respect to the Software, including without limitation: (a) restrictions regarding the number of instances of the Software that you may install, (b) restrictions as to the type of equipment upon which you may install the Software, and (c) restrictions on number or type of users that may utilize the Software. You acknowledge that it is your responsibility to confirm or refute the existence of an Ordering Document between you and Configero and to understand and comply with both this EULA and such an Ordering Document if it exists. In the event of a direct conflict between this EULA and an applicable Ordering Document, the Ordering Document shall control.

21. **Execution Warranties.** By taking any of the actions which would make this EULA effective as set forth in Section 12 you agree to transact business with Configero electronically and you represent and warrant that you have the authority to accept this EULA on behalf of yourself and any organization you represent, that you are more than 18 years of age, will abide by and comply with this EULA, are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and are not listed on any U.S. Government list of prohibited or restricted parties.