"Siesta Lite" End User License Agreement - Version 1.14

NOTICE TO USER: THIS LICENSE AGREEMENT GOVERNS INSTALLATION AND USE OF THE SOFTWARE DESCRIBED HEREIN BY LICENSEES OF SUCH SOFTWARE. LICENSEE AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. BY DOWNLOADING, COPYING, INSTALLING OR USING THE SOFTWARE, LICENSEE ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE AGAINST ANY PERSON OR ENTITY THAT INSTALLS AND USES THE SOFTWARE AND ANY PERSON OR ENTITY THAT INSTALLS OR USES THE SOFTWARE ON ANOTHER PERSON'S OR ENTITY'S BEHALF.

- 1. Definitions.
- 1.1 "Bryntum" means Bryntum AB, Fagelhundsvagen 10, 226 53 Lund, Sweden.
- 1.2 "Authorized Users" means employees and individual contractors (i.e., temporary employees) of Licensee.
- 1.3 "Computer" means one or more central processing units ("CPU") in a hardware device (including hardware devices accessed by multiple users through a network ("Server")) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
- 1.4 "Designated User" shall mean a single distinct employee acting within the scope of their employment or Licensee's consultant or contractor acting within the scope of the services he or she provides for Licensee or on Licensee's behalf for whom Licensee has received a license to use the Software.
- 1.5 "Documentation" means the user manuals and/or technical publications as applicable, relating to installation, use and administration of the Software.
- 1.6 "Internal Network" means Licensee's private, proprietary network resource accessible only by Authorized Users. "Internal Network" specifically excludes the Internet (as such term is commonly defined) or any other network community open to the public, including membership or subscription driven groups, associations or similar organizations. Connection by secure links such as VPN or dial up to Licensee's Internal Network for the purpose of allowing Authorized Users to use the Software should be deemed use over an Internal Network.
- 1.7 "Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g., volume license) granted by Bryntum.
- 1.8 "Production Software" means Software licensed for productive business use.
- 1.9 "Sample Code" means sample software in source code format designated in the Documentation as "sample code," "samples," "sample application code," and/or "snippets," and found in directories labeled "samples."

1.10 "Software" means the object code version of the "Siesta Lite" including all Documentation and other materials provided by Bryntum to Licensee under this Agreement. The license herein granted

applies only to the version of the Software downloaded or installed in connection with the terms of this Agreement.

2. License.

- 2.1 License. Bryntum grants to Licensee a perpetual, non-exclusive, non-transferable license for Designated User(s) to use the Software delivered hereunder according to the terms and conditions of this Agreement, on computers connected to Licensee's Internal Network, on the licensed platforms and configurations, in the manner and for the purposes described in the Documentation.
- 2.2 Documentation. Licensee may make copies of the Documentation for use by Authorized Users in connection with use of the Software in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation that Licensee makes must contain the same copyright and other proprietary notices that appear on or in the Documentation.

2.3 Restrictions.

- 2.3.1 No Compete. Licensee shall not use any part of the Software or Licensee's knowledge of the Software (or any information that Licensee learns as a result of Licensee's use of the Software) to create a product categorized as a software development tool or software debugging tool. This includes any product or application with the same or substantially the same functionality as the Software including but not limited to unit testing tools, functional testing tools, logging tools, debugging tools and similar frameworks.
- 2.3.2 No Unbundling. The Software may include various applications, utilities and components, may support multiple platforms and languages or may be provided to Licensee on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to Licensee as a single product to be used as a single product on Computers and platforms as permitted herein. Licensee is not required to use all component parts of the Software, but Licensee shall not unbundle any component parts of the Software for use on different Computers. Licensee shall not unbundle or repackage the Software for distribution, transfer or resale.
- 2.3.3 No Transfer. Licensee shall not sublicense, assign or transfer the Software or Licensee's rights in the Software, or authorize any portion of the Software to be copied onto or accessed from another individual's or entity's Computer except as may be explicitly provided in this Agreement.

 Notwithstanding anything to the contrary in this Section, Licensee may transfer copies of the Software installed on one of Licensee's Computers to another one of Licensee's Computers provided that the resulting installation and use of the Software is in accordance with the terms of this Agreement and does not cause Licensee to exceed Licensee's right to use the Software under this Agreement.

- 2.3.4 Prohibited Use. Except as expressly authorized under this Agreement, Licensee is prohibited from: (a) renting, leasing, lending or granting other rights in the Software including rights on a membership or subscription basis; and (b) providing use of the Software in a computer service business, third party outsourcing facility or service, service bureau arrangement, network, or time sharing basis.
- 2.3.5 Export Rules. Licensee agrees that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, Licensee represents and warrants that Licensee is not a citizen of, or located within, an embargoed or otherwise restricted nation (including

Iran, Iraq, Syria, Sudan, Libya, Cuba and North Korea) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Software. All rights to install and use the Software are granted on condition that such rights are forfeited if Licensee fails to comply with the terms of this Agreement.

2.3.6 Additional Software. Licensee is not permitted to use any software applications or components accompanying or installed with the Software unless Licensee is validly licensed to do so and only to the extent explicitly permitted under this Agreement or a separate writing. Any licenses granted hereunder do not alter any rights and obligations Licensee may have under the terms and conditions governing such other materials and services, provided, however, that the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all Software provided hereunder. By accessing and/or using any such other materials, Licensee hereby agrees to the applicable separate license agreements that apply to such other materials.

3. Intellectual Property Rights.

The Software and any copies that Licensee is authorized by Bryntum to make are the intellectual property of Bryntum. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Bryntum. The Software is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. Except as expressly stated herein, this Agreement does not grant Licensee any intellectual property rights in the Software and all rights not expressly granted are reserved by Bryntum. We reserve exclusive intellectual property rights inherent in or relating to the Software, which include, but are not limited to, all copyright, patent rights, all rights in relation to registered and unregistered trademarks (including service marks), confidential information (including trade secrets and know-how) and all rights other than those expressly granted by this Agreement.

4. DISCLAIMER OF WARRANTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BRYNTUM AND BRYNTUM'S SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE

AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE. BRYNTUM DOES NOT GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, AND LICENSEE ACKNOWLEDGE THAT IT IS NOT TECHNICALLY PRACTICABLE FOR BRYNTUM TO DO SO.

5. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BRYNTUM OR BRYNTUM'S SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LAW) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF BRYNTUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, BRYNTUM'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LICENSE AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE SOFTWARE.

6. Termination.

This Agreement and Licensee's right to use the Software will terminate immediately without notice if Licensee fails to comply with the terms and conditions of this Agreement. Upon termination, Licensee

agrees to immediately cease using and destroy the Software, including all accompanying Documentation. The provisions of sections 2.2, 3, 4, 5 and 7 will survive any termination of this Agreement.

7. General Provisions.

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. Updates may be licensed to Licensee by Bryntum with additional or different terms. This is the entire agreement between Bryntum and Licensee relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software. Licensee agrees to be identified as a customer of Bryntum and agrees that Bryntum may refer to Licensee by name, trade name and trademark, if applicable, and may briefly describe Licensee's business or disclose any feedback or commentary provided by Licensee. Licensee further authorizes any development by Bryntum on the basis of feedback or commentary provided by Licensee. This Agreement, each transaction entered into hereunder, and all matters arising from or related to this Agreement (including its validity and interpretation), will be governed and enforced by and construed in accordance with the substantive laws in force in Lund, Sweden.

8. Notice to U.S. Government End Users.

8.1 Commercial Items. The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial

Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Bryntum AB.

8.2 U.S. Government Licensing of the Sofware. Licensee agrees that when licensing Bryntum Software for acquisition by the U.S. Government, or any contractor therefore, Licensee will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, Bryntum agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741.