

## K2VIEW - END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (THE "EULA") IS A LEGAL AGREEMENT BETWEEN YOU AND K2VIEW LTD., ON BEHALF OF ITSELF AND ITS AFFILIATES (COLLECTIVELY, THE "COMPANY").

THIS EULA GOVERNS YOUR USE OF OUR (I) "FABRIC" DISTRIBUTED REAL-TIME DATA WAREHOUSES SOFTWARE OR (II) ETL SOFTWARE (III) OR TEST DATA MANAGEMENT SOFTWARE (THE "SOFTWARE"), UNLESS YOU AND THE COMPANY HAVE EXECUTED A SEPARATE AGREEMENT IN WRITING SIGNED BY BOTH THE COMPANY AND YOU WHICH EXPRESSLY SUPERSEDES THIS EULA.

BY INSTALLING, DOWNLOADING, OPERATING, REGISTERING, CLICKING THE "ACCEPT" OR SIMILAR OPTION, OR OTHERWISE USING THE SOFTWARE YOU ARE EXPRESSLY ACCEPTING THIS EULA AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THIS EULA OR ARE NOT WILLING TO BE BOUND BY IT, DO NOT INSTALL, DOWNLOAD, OPERATE, REGISTER OR OTHERWISE USE THE SOFTWARE.

### 1. **License and Fees.**

- 1.1. Subject to the terms and conditions of this EULA, during the applicable Term (as defined below), the Company grants you and you accepts a worldwide, limited, non-exclusive, non-sublicensable, non-transferable and fully revocable license to make internal use of the Software (as identified in the applicable price quote and/or agreement which may include limitations on the number of nodes, cores, storage size and concurrent users (the "Price Quote")), (i) only in binary executable form, and (ii) for the regular and standard purposes the Software was designed for, all as authorized in this EULA and subject to the terms specified in the Price Quote. The term "Software" includes the Software in its binary code, compilation of data, or visual display resulting from the operation of the Software, and any associated materials, specifications and documentation and any revisions, derivatives, modifications, enhancements, updates and/or upgrades thereto. Other than the rights expressly set forth in this Section, no other right or interest whatsoever in or relating to the Software is transferred or granted to you.
- 1.2. The fees and the payment terms regarding the license hereunder are set forth in the Price Quote. Unless otherwise specified in the executed Price Quote, you will pay all amounts due under this EULA in U.S. Dollars. All amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice, unless otherwise set forth in the Price Quote. All amounts payable under this EULA are exclusive of sales, use, value-added, withholding, and other taxes and duties. You shall pay all taxes and duties assessed in connection with this EULA by any authority, except for taxes payable on Company's net income. If any such tax or duty has to be withheld or deducted from any payment under this EULA, you shall gross-up the payment under this EULA by such amount to ensure that after such withholding or deduction the Company shall receive an amount equal to the payment otherwise required.

2. **Title & Ownership.** The Software and the related documentation are licensed and not sold. The Company and its licensors are and shall retain all right, interest and ownership in and to the Software and the related documentation, including without limitation in and to any and all intellectual property rights (including, without limitation, copyrights, trade secrets, trademarks, patents, etc.) evidenced by or embodied in and/or attached/connected/related to the Software. This EULA does not convey to you an interest in or to the Software but only a limited revocable right to use the Software in accordance with the terms of this EULA. Nothing in this EULA constitutes a waiver of the Company's intellectual property rights under any law. If you will provide the Company or its authorized third-party agents any feedback data (e.g., questions, comments, suggestions or the like) regarding the Software (collectively, "Feedback"), such Feedback shall be deemed to be non-confidential, and the Company shall have a non-exclusive, royalty-free, worldwide and perpetual license to use or incorporate such Feedback into the Software and/or any other current or future products or services of the Company, without your approval and without further compensation to you.

3. **License Restrictions.** Except as specifically permitted herein, without the prior written consent of the Company, you agrees not to, and may not permit or authorize others to, directly or indirectly: (i) use, modify, translate, incorporate into or with other software, or create derivative works based on any part of the Software; (ii) sell, license (or sub-license), lease, assign, transfer, rent, lend, loan, distribute, publish, pledge, or share your rights or access to the Software with or to anyone else; (iii) copy, distribute or reproduce the Software; (iv) disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests of the Software, or use their results for the your own competing software development activities; (v) modify, disassemble, decompile, reverse engineer, revise or enhance the Software or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Software, in whole or in part, except to the extent otherwise permitted under applicable law, in the jurisdiction of use, notwithstanding this prohibition; (vi) delete, remove or otherwise alter any of the Company's trademarks, logos, copyrights or other proprietary notices or indicia, if any, fixed or attached to the Software or its documentation; (vii) ship, transfer, export or re-export the Software into any country, or make available or use the Software in any manner which is in violation of applicable export control laws or regulations; (viii) by using the Software, infringe intellectual property rights, privacy rights, publicity rights, proprietary rights or any other right of the Company or of any third party; (ix) disclose, provide or otherwise make available trade secrets contained within the Software and related documentation in any form to any third party without the prior written consent of the Company. You shall implement reasonable security measures to protect such trade secrets; and/or (x) conduct any unlawful, or unauthorized activity in connection with the Software.

4. **Lawful Use.** You hereby declares and agrees that you shall only use the Software in a manner that complies with all applicable laws in the jurisdiction in which you uses the Software, including, but not limited to, applicable restrictions concerning the protection of privacy and intellectual property rights. The Software should be installed in accordance with the instructions of the Company and in accordance the Software's documentation.

5. **Affiliates.** If you purchases the right to use the Software by your Affiliate (as defined below), you shall: (i) provide each such Affiliate with a copy of this EULA; (ii) ensure that each such Affiliate complies with the terms and conditions therein; and (iii) be responsible for any breach of these terms and conditions by any such Affiliate. For purposes of this EULA, "Affiliate" means any entity that Controls, is Controlled by, or is under common Control with you, where "Control" means ownership, directly or

indirectly, of 75% or more of voting interest.

6. **Maintenance.** Subject to your payment for maintenance or otherwise specified in the Price Quote, maintenance, will be provided to you during the Term in accordance with the Company's current standard SLA (the updated version of the Company's SLA is available at: <http://download.k2view.com/owncloud/index.php/s/50wJedYDxnDnWvu>).
7. **Disclaimer.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND THE DOCUMENTATIONS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION CONCERNING THE INSTALLATION, USE OR PERFORMANCE OF THE SOFTWARE. THE COMPANY AND/or its affiliates, agents, resellers, licensors, subsidiaries, officers, directors, shareholders, employs, sub-contractors, distributors, service providers and/or suppliers (collectively, the "Company Representatives") DO NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE SOFTWARE'S OPERATION WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES, BUGS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS. THE COMPANY REPRESENTATIVES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.
8. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY REPRESENTATIVES SHALL NOT BE LIABLE WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL, LOST OR DAMAGED DATA OR DOCUMENTATION, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES), SUFFERED BY ANY PERSON, ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE INSTALLATION OF THE SOFTWARE OR ANY EQUIPMENT OR SYSTEM SUPPLIED BY THE COMPANY (IF ANY) AND/OR ANY USE OF OR INABILITY TO USE THE SOFTWARE OR ANY EQUIPMENT OR SYSTEM SUPPLIED BY THE COMPANY (IF ANY), EVEN IF ANY OF THE COMPANY REPRESENTATIVES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. NOTWITHSTANDING THE ABOVE, IF THE COMPANY IS FOUND TO BE LIABLE BY A FINAL JUDICIAL RULING WITH RESPECT TO ANY SUCH CLAIM, IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS EULA FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL FEES ACTUALLY PAID BY YOU TO THE COMPANY IN CONNECTION WITH THE SOFTWARE DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. HOWEVER, IF THE COMPANY IS FOUND TO BE LIABLE BY A FINAL JUDICIAL RULING WITH RESPECT TO IP INFRINGEMENT CLAIM UNDER SECTION 9 BELOW, IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS CLAIM, EXCEED AN AMOUNT OF THREE (3) MILLION DOLLARS.
9. **IP Indemnification.**
  - 9.1. The Company acknowledges and agrees to defend, at its expense, any third party action or suit brought against you alleging that the Software licensed to you hereunder infringes intellectual property rights held by any third party ("IP Infringement Claim"), and the Company will pay any damages awarded in final judgment of a competent court against you that are attributable to any such claim; provided that (i) you notifies the Company promptly in writing of such claim; and (ii) the Licensee will grant the Company sole authority to handle the defense or settlement of any such claim, suit or proceeding and will provide the Company with all reasonable information and assistance, at Company's expense. The Company will not be bound by any settlement that you entered into without the Company's prior written consent. If the Software becomes, or in the Company's opinion is likely to become, the subject of an IP Infringement Claim, then the Company may, at its sole option and expense (a) procure for you the right to continue using the Software; (b) replace or modify the Software to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite the Company's reasonable efforts, the Company may accept return of the Software and grant you credit for the price of the Software as depreciated on a straight-line five (5) year basis, commencing on the date of receipt by you of the Software. Notwithstanding the foregoing, the Company shall have no responsibility for IP Infringement Claim resulting from or based on: (i) modifications to the Software made by a party other than the Company or its designee; (ii) your failure to use updated or modified Software provided by the Company specifically to avoid infringement; or (iii) combination or use of the Software with equipment, devices or software not supplied or authorized by the Company or not in accordance with the Company's instructions.
  - 9.2. You agrees to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your unauthorized use of the Software; and/or (ii) your violation of any term of this EULA.
10. **Third Party Software.** The Software is based on software which is developed and owned by the Company and/or its licensors. The Software may use or include third party software, files and components that are subject to open source and third party license terms ("Third Party Components"). Your right to use such Third Party Components as part of, or in connection with the Software is subject to any applicable acknowledgements and license terms accompanying such Third Party Components contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and this EULA, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. Such Third Party Components are provided on an "AS IS" basis without any warranty of any kind and shall be subject to any and all limitations and conditions required by such third parties. You hereby agrees to such terms associated with the Third Party Components. Under no circumstances shall the Software or any portion thereof (except for the Third Party Components contained therein) be deemed "open source" or "publicly available" software. A list of Third Party Components is available at <http://download.k2view.com/owncloud/index.php/s/qjSh2eOitaKYDGc> and may be updated from time to time. The licenses of certain Third Party Components may require the provision of the source code of these Third Party Components. With respect to any licenses of Third Party Components that require the provision of the open source code of these Components, the Company will provide you and any third party, during a period set forth by each such license, for a charge of no more than Company's cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, on a medium

customarily used for software interchange. For that purpose, you should contact the Company at: [support@k2view.com](mailto:support@k2view.com).

11. **Term; Termination**. This EULA is effective upon downloading, installing, operating or otherwise using the Software and shall remain in force for the period specified in the Price Quote, unless terminated in accordance with this EULA (the "Term"). Your rights under this EULA will terminate immediately if (i) the applicable Term expires, or (ii) you fails to cure a material breach of this EULA within fifteen (15) days after receiving the Company's written notice of the breach. Upon termination of this EULA, for any reason, (whether with or without notice): (i) the license granted to you in this EULA shall expire; (ii) you shall promptly remove the Software from all hard drives, networks and other storage media and shall destroy all copies of the Software and its documentation and discontinue any further use of them; and (iii) to the extent provided to you during the Term, you shall promptly return to the Company all tangible representing the Company's intellectual property and erase any information held by you in electronic form. Upon the Company's request you shall within three (3) days certify destruction of, all full or partial copies of the Software, documentation and related materials provided to you by the Company or on its behalf. Any sums paid by you until the date of termination are non-refundable, and you shall not be relieved of its duty to discharge in full all due sums owed by you to the Company under this EULA, which sums shall become immediately due and payable on the date of termination of the EULA. Sections which by their nature or effect are required or intended to be observed or performed after termination of this EULA will survive any termination of this EULA.
12. **Miscellaneous**. This EULA shall be construed and governed in accordance with the laws of the New York (except for conflict of law provisions) and the competent courts of New York shall have exclusive jurisdiction in any conflict or dispute arising out of this EULA. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This EULA represents the complete agreement concerning the license granted herein and the subject matter hereof supersedes any prior written or oral agreements, and may be amended only by a written agreement executed by both parties. 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. You may not transfer or assign your rights or obligations under this EULA without the prior written consent of the Company. The Company may assign or transfer its rights and/or obligations under this EULA without restriction or notification.
13. **Contact Information**. If you have any questions concerning this EULA, please contact us at [legal@k2view.com](mailto:legal@k2view.com).